



AGENDA OF THE REGULAR SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IOWA  
TO BE HELD IN THE COUNCIL CHAMBERS  
AT 120 E. MAIN STREET  
AT 6:00 P.M., TUESDAY, APRIL 5, 2016

**Call to Order**

**Pledge of Allegiance**

**Roll call**

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, April 5, 2016 to be approved as proposed or amended.

**Consent:**

1. Council Minutes 03-15-2016
2. Council Minutes 03-22-2016
3. V&K, Engineering services – Casey’s Site Plan Review, \$345.00
4. V&K, Engineering services – 1307 N. 4<sup>th</sup> Avenue Boundary Investigation, \$600.00
5. V&K, Engineering services – U.P. Home Site Plan Review, \$1,126.00
6. V&K, Engineering services - Industrial Park Rise Improvements (Design), \$9,384.38
7. V&K, Engineering services - Industrial Park Rise Improvements (Printing), \$567.10
8. V&K, Engineering services - Industrial Park Rise Improvements (General), \$3,380.65
9. V&K, Engineering services - Court House Sewer Separation (Printing), \$335.00
10. V&K, Engineering services - Court House Sewer Separation (General), \$1,013.80
11. A & R Land Services , Right-of-Way Services – Hwy 1 Water Main Project, \$3,494.88
12. WRH Construction, Lexington Blvd. Pump Station Modifications, \$6,769.51
13. Caldwell Tanks. Elevated Water Storage Tank, \$57,269.80
14. Wal-Mart Supercenter #1475, 2485 Hwy 92, Class C Beer Permit; Class B Wine Permit; Class E Liquor License; Sunday Sales, **(renewal)**
15. Department Reports

**Consent - Other:**

1. DeLong Construction, Inc., Courthouse Sewer Separation Project, \$86,571.63
2. DeLong Construction, Inc., Industrial Park Water Main Project, \$62,045.34
3. JP’s 207, 207 W. Main Street, Class C Liquor License (LC) (Commercial); Catering Privilege; Sunday Sales. **(renewal)**

**Claims and Financial Reports:**

Claims as Presented.

## **SPECIAL PRESENTATION**

Nuisance Abatement Update – Merle Hagie

Discussion and Consideration of YMCA: Demon Dash (April 23); Beer Run 5K (May 20); Kewash Half Marathon (May 21) – Becky Harkema

Discussion and Consideration of Iowa Museum on a Bus – Bus-eum Request (May 5) – Debbie Stanton

Discussion and Consideration of L.E.T.'s Center for Healing & Creative Arts Request – Display Artwork on Sidewalks Around the Square (July 18-July 31)

Presentation on Reverse Osmosis Pilot Study Results by Fox Engineering.

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

## **NEW BUSINESS**

Discussion and Consideration of an Amendment to Engineering Agreement – Well #6

Discussion and Consideration of Engineering Task Order – Water Plant.

Discussion and Consideration of Farm Lease with FFA Land Lab.

Discussion and Consideration of Funding Request from YMCA of Washington County.

Discussion and Consideration of M/C Department Request for Authorization to Sell Surplus Equipment.

Discussion and Consideration of Municipal Advisor Agreement with PFM for 2016A, 2016B & 2016C Bonds.

## **CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS**

Discussion and Consideration of a Resolution Appointing Registrar and Paying Agent for 2016A Bonds.

Discussion and Consideration of a Resolution Authorizing the Issuance of the Notes – 2016A Bonds.

Discussion and Consideration of a Resolution Appointing Registrar and Paying Agent for 2016B Bonds.

Discussion and Consideration of a Resolution Authorizing the Issuance of the Notes – 2016B Bonds.

Discussion and Consideration of a Resolution Appointing Registrar and Paying Agent for 2016C Bonds.

Discussion and Consideration of a Resolution Authorizing the Issuance of the Notes – 2016C Bonds.

Discussion and Consideration of Third Reading of an Ordinance Amending Chapters 50, 52, 105, 136, 150, 151 & 165.

Discussion and Consideration the second reading of RAGBRAI 2016 Ordinance.

Discussion and Consideration of a Resolution Approving Fireworks Permit for City of Washington.

Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to Washington County Treasurer.

Discussion and Consideration of a Resolution for Construction of the Sitler Drive 2016 Paving Project.

**DEPARTMENTAL REPORT**

Police Department  
City Administrator  
City Attorney

**MAYOR & COUNCILPERSONS**

Sandra Johnson, Mayor  
Brendan DeLong  
Kerry Janecek  
Jaron Rosien  
Kathryn Salazar  
Millie Youngquist  
Russ Zieglowsky

**ADJOURNMENT**

Illa Earnest, City Clerk

## Council Minutes 03-15-2016

The Council of the City of Washington, Iowa, met in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, March 15, 2016. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Absent: none.

Motion by Youngquist seconded by Salazar, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, March 15, 2016 be approved as proposed. Motion carried.

### Consent:

1. Council Minutes 03-01-2016
2. Council Minutes 03-08-2016
3. Kevin D. Olson, Professional Services, \$1,213.38
4. A & R Land Services, ROW Services – Hwy 1 Water Main Project, \$1,736.31
5. WRH Construction, Lexington Blvd. Pumping Station Modifications, \$119,937.50
6. Fox Engineering, Reverse Osmosis Pilot Study, \$2,144.40
7. Fox Engineering, Washington Wastewater Treatment Plant, \$445.25
8. Fox Engineering, Lexington Blvd Pump Station Improvements, \$787.75
9. Fox Engineering, W. 5<sup>th</sup> Street Parallel Water Main, \$2,972.00
10. Fox Engineering, Elevated Water Storage Tank, \$463.00
11. Fox Engineering, Sanitary Sewer Collection System Evaluation, \$9,127.00
12. Caldwell Tanks, Elevated Water Storage Tank, \$57,269.80
13. Gronewold, Bell, Kyhnn & Company, FY15 Audit, \$3,050.79
14. Department Reports

### Consent - Other:

Motion by Salazar, seconded by Rosien, to approve the consent agenda. Motion carried.

Motion by DeLong, seconded by Rosien, to approve payment of the claims. Motion carried.

Finance Director Kelsey Brown gave the February financial reports.

Motion by Rosien, seconded by Youngquist, to accept the financial reports as presented. Motion carried.

April Cuddeback, Washington County Hospital Health Promotions, came before the council to request use of Central Park and some street closures on May 13 for KidzFest.

Motion by Rosien, seconded by Salazar, to approve the request for KidzFest. Motion carried.

Ashley Hartzler, Marketing Director of the Washington State Bank, came before the council with a request to use the sidewalk in front and side of the Bank for an Open House Event on April 1 from 11:00 A.M. to 1:00 P.M. to celebrate the Bank's 84<sup>th</sup> Anniversary.

Motion by DeLong, seconded by Youngquist, to approve the request from the Washington State Bank. Motion carried.

Roger Adams, Washington Cable Commission, gave council an update on the Commission's recent activities, which includes building a secure studio in the library basement and preparing a grant application for funds to purchase updated equipment.

City Mechanic Zach Wibstadt gave council an update on the street sweeper problems.

Motion by Rosien, seconded by Youngquist, to move forward with street sweeper repairs. Motion carried.

Chad McCleary, Water Treatment Plant Supervisor, came before council to update the current situation with City Drinking Water Wells #6 & #7. Well #6 has been restarted and is pumping.

No action was taken on the Proposal for Manhole Rehabilitation Demonstration.

After discussion on Wellness Park Field Tile Repairs, motion by Rosien, seconded by DeLong, to authorize the City Administrator to resolve the issue but not exceed cost of \$10,000. Motion carried.

Motion by Rosien, seconded by Salazar, to approve the Resolution Authorizing Application for Riverboat Foundation Grant Funds by the Washington Cable TV Commission (television server). Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2016-018)**

Motion by Rosien, seconded by Youngquist, to approve the Resolution Authorizing Application for Riverboat Foundation Gant Funds by the Washington Municipal Band (chimes). Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2016-019)**

Motion by Youngquist, seconded by Rosien, to approve the Resolution Authorizing Application for Riverboat Foundation Grant Funds for Washington Parks Department (Fountain). Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2016-020)**

Motion by Rosien, seconded by Salazar, to approve the second reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapters 50,52,105,136,150,151, & 165 – Nuisance Code Changes. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried.

Motion by Rosien, seconded by Salazar, to approve the Resolution Approving Purchase Agreement for Real Property (Highway 1 Right-of-Way). Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried. **(Resolution No. 2016-021)**

Bid tabulation for General Obligation Refunding Bonds, Series 2016A:

<u>Name of Bidder</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>	<u>Purchase Price</u>
Northland Securities.	\$278,081.88	1.9250%	\$1,830,239.70
UMB Bank & CBI Bancshares	\$291,324.82	2.0049%	\$1,841,026.85
D.A. Davidson & Co.	\$308,042.02	2.1157 %	\$1,843,039.65
Bankers Bank & Federation Bank	\$312,327.33	2.1730%	\$1,798,665.00
Hutchinson, Shockey, Erley & Co.	\$362,995.82	2.5220%	\$1,799,064.10

Motion by Salazar, seconded by Youngquist, to approve the Resolution Directing Sale of \$1,770,000 General Obligation Refunding Bonds, Series 2016A. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Ziegłowsky. Nays: none. Motion carried. **(Resolution No. 2016-022)**

Bid tabulation for Taxable General Obligation Refunding Bonds, Series 2016B:

<u>Name of Bidder</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>	<u>Purchase Price</u>
D.A. Davidson & Co.	\$141,221.46	2.9134%	\$630,102.50
Northland Securities	\$144,735.91	2.9894%	\$627,698.13
Bankers Bank & Federation Bank	\$155,672.00	3.1981 %	\$628,650.00
Hutchinson, Shockey, Erley & Co.	\$155,734.18	3.2095%	\$628,909.15
UMB Bank & CBI Bancshares	\$157,065.92	3.2286%	\$629,443.75

Motion by Rosien, seconded by DeLong, to approve the Resolution Directing Sale of \$630,000 Taxable General Obligation Refunding Bonds, Series 2016B. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Ziegłowsky. Nays: none. Motion carried. **(Resolution No. 2016-023)**

Bid tabulation for General Obligation Refunding Bonds, Series 2016C:

<u>Name of Bidder</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>	<u>Purchase Price</u>
Bankers Bank & Federation Bank	\$39,359.67	1.2152%	\$1,465,590.00
D.A. Davidson & Co.	\$39,866.22	1.2232%	\$1,484,190.65
UMB Bank & CBI Bancshares	\$41,658.80	1.2695%	\$1,493,171.20
Hutchinson, Shockey, Erley & Co.	\$42,480.37	1.3120%	\$1,464,173.30
Northland Securities	\$43,199.00	1.3174%	\$1,491,631.00

Motion by DeLong, seconded by Youngquist, to approve the Resolution Directing Sale of \$1,470,000 General Obligation Bonds, Series 2016C. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Ziegłowsky. Nays: none. Motion carried. **(Resolution No. 2016-024)**

Motion by Rosien, seconded by Salazar, to approve the Resolution Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2008, of the City of Washington, State of Iowa, dated June 18, 2008, and Directing Notice Be Given. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Ziegłowsky. Nays: none. Motion carried. **(Resolution No. 2016-025)**

Motion by Rosien, seconded by DeLong, to approve the Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Youngquist, Ziegłowsky. Nays: none. Motion carried. Salazar abstained with conflict. **(Resolution No. 2016-026)**

Motion by DeLong, seconded by Ziegłowsky, that the Regular Session held at 6:00 P.M., Tuesday, March 15, 2016 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Council Minutes 03-22-2016

The Council of the City of Washington, Iowa, met in Special Session in the Nicola-Stoufer Meeting Room, in the Washington Public Library, 115 W. Washington Street, at 6:00 P.M., Tuesday, March 22, 2016. Mayor Johnson in the chair. On roll call present: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Absent: none.

Motion by Rosien, seconded by Youngquist, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, March 22, 2016 be approved as proposed. Motion carried unanimously.

Jan Boyd who lives in the 1400 block of West Main Street came before the council asking if there were plans to run city sewer to the houses in that part of West Main Street as her home and others in that area are on septic systems. After discussion by council, no action was taken.

Motion by Rosien, seconded by Youngquist, to approve \$5,000 start up money for RAGBRAI and direct the City Administrator to draft a memorandum of understanding that when the RAGBRAI financial books are closed the \$5,000 will be paid back to the City's general fund. Motion carried unanimously.

Bids received for two 80 niche columbariums:

Coldspring Granite	\$34,918.00
Eickhof Columbaria	\$63,595.00

Cemetery Sexton Nicholas Duvall was present to answer council questions regarding plans for a new columbariums at Elm Grove Cemetery. After discussion, motion by Salazar, seconded by DeLong, to approve the bid received from Coldspring Granite for \$34,918.00. Motion carried.

After lengthy discussion, motion by Salazar, seconded by Rosien, to proceed with hiring a commercial realtor to market the old library building not to exceed nine months and that council will have further discussion after nine months have expired. Motion carried. DeLong voted "no"

Motion by Salazar, seconded by DeLong, to approve the first reading of the 2016 RAGBRAI Ordinance. Roll call on motion: Ayes: DeLong, Janecek, Rosien, Salazar, Youngquist, Zieglowsky. Nays: none. Motion carried.

Motion by DeLong, seconded by Rosien, that the Special Session held at 6:00 P.M., Tuesday, March 22, 2016 be adjourned. Motion carried unanimously.

Illa Earnest, City Clerk

Sandra Johnson, Mayor



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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**STATEMENT OF PROFESSIONAL SERVICES**

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

March 25, 2016  
Project No: 24616-031  
Invoice No: 3

Project Manager Leland Belding III

Engineering services for Casey's Site Plan Review:

**Professional Services from February 14, 2016 to March 19, 2016**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Engineer III-A	3.00	115.00	345.00	
Totals	3.00		345.00	
<b>Total Labor</b>				<b>345.00</b>
		<b>Total this Invoice</b>		<b>\$345.00</b>





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3000 Westown Parkway • West Des Moines, Iowa 50266-1320

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**STATEMENT OF PROFESSIONAL SERVICES**

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

March 25, 2016  
Project No: 24616-032  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for 1307 N. 4th Avenue Boundary Investigation:

**Professional Services from February 14, 2016 to March 19, 2016**

**Fee**

Total Fee	600.00			
Percent Complete	100.00	Total Earned	600.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	600.00	
		<b>Total Fee</b>		<b>600.00</b>
		<b>Total this Invoice</b>		<b>\$600.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	600.00	0.00	600.00
<b>Totals</b>	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

March 25, 2016  
Project No: 24616-033  
Invoice No: 1

Project Manager Leland Belding III

Engineering services for U.P. Home Site Plan Review:

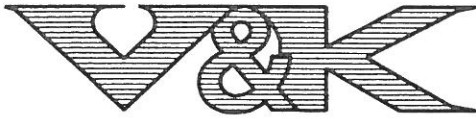
### Professional Services from February 14, 2016 to March 19, 2016

#### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	8.00	115.00	920.00	
Engineer XI	3.00	63.00	189.00	
Totals	11.00		1,109.00	
<b>Total Labor</b>				<b>1,109.00</b>

#### Unit Billing

Duplication-8.5 X11 Color			17.00	
<b>Total Units</b>			<b>17.00</b>	<b>17.00</b>
<b>Total this Invoice</b>				<b>\$1,126.00</b>



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3000 Westown Parkway • West Des Moines, Iowa 50266-1320

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## STATEMENT OF PROFESSIONAL SERVICES

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

March 25, 2016  
Project No: 24644  
Invoice No: 14

Project Manager Leland Belding III

Engineering services for Industrial Park Rise Improvements - Design Services:

### Professional Services from February 14, 2016 to March 19, 2016

#### Professional Personnel

	Hours	Rate	Amount	
Engineer III-A	69.00	115.00	7,935.00	
Engineer III-B	.50	108.00	54.00	
Engineer IV	4.00	100.00	400.00	
Technician III	9.00	67.00	603.00	
Technician VI	3.00	52.00	156.00	
Totals	85.50		9,148.00	
<b>Total Labor</b>				<b>9,148.00</b>

#### Reimbursable Expenses

Travel			97.20	
<b>Total Reimbursables</b>			<b>97.20</b>	<b>97.20</b>

#### Unit Billing

Duplication-8.5 X11 Color			35.70	
Duplication			14.20	
GPS			45.00	
Mileage			44.28	
<b>Total Units</b>			<b>139.18</b>	<b>139.18</b>

#### Billing Limits

	Current	Prior	To-Date
Total Billings	9,384.38	164,485.99	173,870.37
Limit			190,000.00
Remaining			16,129.63

**Total this Invoice \$9,384.38**

#### Billings to Date

	Current	Prior	Total
Labor	9,148.00	161,005.50	170,153.50
Expense	97.20	815.89	913.09
Unit	139.18	2,664.60	2,803.78
<b>Totals</b>	<b>9,384.38</b>	<b>164,485.99</b>	<b>173,870.37</b>



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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**STATEMENT OF PROFESSIONAL SERVICES**

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

March 25, 2016  
Project No: 24644P  
Invoice No: 2

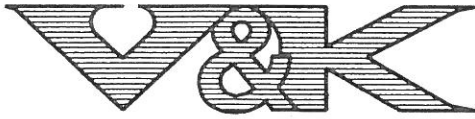
Project Manager Leland Belding III

Engineering services for Industrial Park Rise Improvements - Printing Services :

**Professional Services from February 14, 2016 to March 19, 2016**

**Reimbursable Expenses**

Direct Expense-Reproduction	567.10	
<b>Total Reimbursables</b>	<b>567.10</b>	<b>567.10</b>
<b>Total this Invoice</b>		<b>\$567.10</b>



# VEENSTRA & KIMM, INC.

3000 Westtown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

March 25, 2016  
Project No: 24645  
Invoice No: 2

Project Manager Leland Belding III

Engineering services for Industrial Park Rise Improvements - General Services:

### Professional Services from February 14, 2016 to March 19, 2016

#### Professional Personnel

	Hours	Rate	Amount	
Clerical III	4.50	41.00	184.50	
Engineer III-A	8.00	115.00	920.00	
Technician III	33.00	67.00	2,211.00	
Totals	45.50		3,315.50	
<b>Total Labor</b>				<b>3,315.50</b>

#### Unit Billing

Duplication			23.50	
Duplication-8.5 X11 Color			41.65	
<b>Total Units</b>			<b>65.15</b>	<b>65.15</b>

#### Billing Limits

	Current	Prior	To-Date	
Total Billings	3,380.65	103.00	3,483.65	
Limit			36,000.00	
Remaining			32,516.35	
			<b>Total this Invoice</b>	<b>\$3,380.65</b>

#### Billings to Date

	Current	Prior	Total
Labor	3,315.50	102.50	3,418.00
Unit	65.15	.50	65.65
<b>Totals</b>	<b>3,380.65</b>	<b>103.00</b>	<b>3,483.65</b>



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3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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**STATEMENT OF PROFESSIONAL SERVICES**

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

March 25, 2016  
Project No: 24649P  
Invoice No: 2

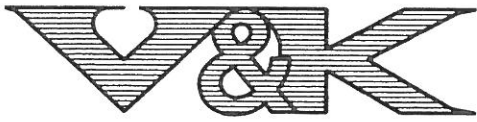
Project Manager Leland Belding III

Engineering services for Court House Sewer Separation - Printing:

**Professional Services from February 14, 2016 to March 19, 2016**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Technician III	5.00	67.00	335.00	
Totals	5.00		335.00	
<b>Total Labor</b>				<b>335.00</b>
		<b>Total this Invoice</b>		<b>\$335.00</b>



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

## STATEMENT OF PROFESSIONAL SERVICES

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

March 25, 2016  
Project No: 24650  
Invoice No: 7

Project Manager Leland Belding III

Engineering services for Court House Sewer Separation - General Services:

### Professional Services from February 14, 2016 to March 19, 2016

#### Professional Personnel

	Hours	Rate	Amount	
Clerical III	1.00	41.00	41.00	
Engineer III-A	8.00	115.00	920.00	
Totals	9.00		961.00	
<b>Total Labor</b>				<b>961.00</b>

#### Unit Billing

Duplication			13.70	
Duplication-8.5 X11 Color			39.10	
<b>Total Units</b>			<b>52.80</b>	<b>52.80</b>

#### Billing Limits

	Current	Prior	To-Date	
Total Billings	1,013.80	1,694.55	2,708.35	
Limit			4,000.00	
Remaining			1,291.65	
			<b>Total this Invoice</b>	<b>\$1,013.80</b>

#### Billings to Date

	Current	Prior	Total
Labor	961.00	1,658.00	2,619.00
Unit	52.80	36.55	89.35
<b>Totals</b>	<b>1,013.80</b>	<b>1,694.55</b>	<b>2,708.35</b>

# A & R Land Services, Inc.

1601 Golden Aspen Drive, Suite 105  
Ames, IA 50010  
515-450-4371

Invoice No. WASH-HWY1-16-2

## INVOICE

### Customer

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

Date 3/16/2016  
Order No. WASH-HWY1-2016

Qty	Description	Unit Price	TOTAL
	<b>FEBRUARY 2016</b>		
45.5	ROW Services for City of Washington, Iowa Highway 1 Water Main Project	\$65.00	\$2,957.50
617	Mileage for project trips taken.	\$0.540	\$333.18
89	Color copies/printing.	\$0.50	\$44.50
637	Black and white copies/printing.	\$0.10	\$63.70
	Abstractor/Courthouse Fees	\$1.00	
	Postage	\$0.49	
96	Recording Fees	\$1.00	\$96.00
	SubTotal		\$3,494.88
	Shipping & Handling		\$0.00
	Taxes Iowa		
	<b>TOTAL</b>		<b>\$3,494.88</b>

### Payment Details

- Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

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

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

Your Expert Right of Way Resource







**Contractor's Application for Payment No. EIGHT (08)**

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Application Period: 02/29/2016 TO 03/30/2016	Application Date: 3/30/2016
To (Owner): City of Washington, Iowa	From (Contractor): CALDWELL TANKS, INC
Project: 500,000 Gallon Elevated Water Storage Tank	Via (Engineer): FOX Engineering Associates, Inc.
Owner's Contract No.:	Contractor's Project No.: E-8351
	Engineer's Project No.: 3424-14A

**Application For Payment  
Change Order Summary**

Number	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,434,800.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,434,800.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,157,261.00
5. RETAINAGE:		
a. 5% X \$1,157,261.00 Work Completed.....	\$	\$57,863.05
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$57,863.05
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,099,397.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,042,128.15
8. AMOUNT DUE THIS APPLICATION.....	\$	\$57,269.80
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$335,402.05

**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: \_\_\_\_\_

By: [Signature] Date: 3/30/2016

Payment of: \$ \$57,269.80  
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] R.J. BAKER, P.E. 3/31/2016  
(Engineer) (Date)

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

is approved by: \_\_\_\_\_  
(Owner) (Date)

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

**Applicant License Application ( LE0001529 )**

<b>Name of Applicant:</b> <u>Wal-Mart Stores, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Wal-Mart Supercenter# 1475</u>		
<b>Address of Premises:</b> <u>2485 HWY 92</u>		
<b>City</b> <u>Washington</u>	<b>County:</b> <u>Washington</u>	<b>Zip:</b> <u>52353</u>
<b>Business</b>	<u>(319) 653-7213</u>	
<b>Mailing</b>	<u>702 SW 8th Street</u>	
<b>City</b> <u>Bentonville</u>	<b>State</b> <u>AR</u>	<b>Zip:</b> <u>72716</u>

**Contact Person**

<b>Name</b> <u>Tara stegall</u>	
<b>Phone:</b> <u>(479) 204-2233</u>	<b>Email</b> <u>Tara.Stegall@walmart.com</u>

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 05/11/2015

**Expiration Date:** 05/10/2016

**Privileges:**

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Publicly Traded Corporation</u>	
<b>Corporate ID Number:</b> <u>51094</u>	<b>Federal Employer ID</b> <u>71-0415188</u>

**Ownership**

**Doug McMillon**

**First Name:** Doug                      **Last Name:** McMillon  
**City:** Bentonville                      **State:** Arizona                      **Zip:** 72712  
**Position:** President & CEO  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**Amy Thrasher**

**First Name:** Amy                      **Last Name:** Thrasher  
**City:** Bella Vista                      **State:** Arkansas                      **Zip:** 72714  
**Position:** Assistant Secretary  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**Phyllis Harris**

**First Name:** Phyllis                      **Last Name:** Harris

City: Rogers State: Arkansas Zip: 72758  
Position: SVP & Chief Compliance Officer  
% of Ownership: 0.00% U.S. Citizen: Yes

Jeff Davis

First Name: Jeff Last Name: Davis  
City: Rogers State: Arkansas Zip: 72758  
Position: Treasurer  
% of Ownership: 0.00% U.S. Citizen: Yes

Andrea Marie Lazenby

First Name: Andrea Marie Last Name: Lazenby  
City: Lowell State: Arkansas Zip: 72745  
Position: Assistant Secretary  
% of Ownership: 0.00% U.S. Citizen: Yes

James Robert Renfrow

First Name: James Robert Last Name: Renfrow  
City: Fayetteville State: Arkansas Zip: 72701  
Position: Asst. Sec  
% of Ownership: 0.00% U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company:	<u>Travelers Casualty &amp; Surety Company of America</u>		
Policy Effective Date:	<u>05/11/2015</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

# Maintenance and Construction Report

3/12/16-3/25/16

**STREETS:** M/C Personnel began the yard waste/bag routes March 22 & 24. Personnel performed pothole patching in numerous areas including assisting with I/I project on B Ave for De Long. The street sweeper began cleaning the streets. Crews trimmed trees in the alley ROW through town. Personnel installing new street ID signs at higher speed areas that have 6 inch letters/numbers. Personnel rocked a few shoulders on West 5<sup>th</sup> St and Lexington Blvd using 6 ton.

**WATER DISTRIBUTION:** M/C Personnel repaired Sunset Park water lines south of the big pavilion with a new shut off box, 1 inch plastic, and connections to the spigots for water access. Personnel installed a new fire hydrant located at North Ave B- West 3<sup>rd</sup> St, where an accident occurred breaking the breakaway flange and allowing the bonnet to lay over. Personnel had 12 water boxes for nonpayment. Personnel repaired a water main leak caused by Intercom at South 7<sup>th</sup> Ave- East Van Buren St, using a 4x12 repair sleeve.

**SEWER COLLECTION:** M/C Personnel GPS numerous manholes for Fox Engineering completing a list needed for the SE Basin, except for a few that created signal issues with the GPS unit.

**STORM SEWER COLLECTION:** M/C Personnel installed 300 ft of 4 inch tile inside Sunset Park. Personnel installed a storm line located in the 600 block of North 7<sup>th</sup> Ave, separating storm and sanitary (300 ft of 6 & 8 inch PVC).

**MECHANIC/SHOP:** M/C Personnel serviced PD 96 (engine noise), 611, 202 (test battery), PD 92 (test battery), FD #2 (electric compressor air leak), PD 97 (gun rack), Street sweeper (hub assembly-back into operation, also switched gutter broom), 602 (alternator), 003 (headlamp bulb) and end loader (flat tire).

**OTHER:** M/C Personnel responded to 37 One Call Locates. Personnel hauled numerous loads of sand, road stone and clean rock to the stock piles.

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

**WWTP report  
April 5, 2016  
Council Meeting**

- **After hour alarm and dog call outs –**  
23<sup>rd</sup> WWTP alarm, power outage, 10:51 p.m. Fred & Jason  
30<sup>th</sup> WWTP alarm, high TSS alarm, 5:06 a.m. Jason
- **Dept Head meetings –** I attended the meetings on the 15<sup>th</sup>, 22<sup>nd</sup>, and 29<sup>th</sup>.
- **March 23, 2016 WWTP breaker tripped –** The main WWTP electrical breaker on the plant side of the generator transfer switch tripped around 10:51 p.m. during the storm on the 23<sup>rd</sup>. When this breaker trips the generator doesn't power the WWTP. The power remains off until the breaker is reset. I got to the WWTP around 11:21 p.m. to reset the breaker and the power was restored. After checking everything out I couldn't get the SBR blowers or decanters to run in auto. I called Jason in around 12:00 a.m. we checked out several controls and couldn't get them to run in auto. We decided to run them manually while we were trying to figure it out. We were at the WWTP all night until we could get a hold of JETCO our controls programmer around 7:00 a.m. After JETCO ghosted in they found a communication problem between the CPL in the OPS building and the main SCADA control computer in the lab building. JETCO advised Jason to reset the battery backup unit in the CPL and by 7:45 a.m. everything was operating in auto again. This was the first time this had happened and according to main SCADA communication screen there were no communication problems within our control system when in fact there was.
- **Iowa Renewal Energy (IRE) -** IRE started discharging to the City again on March 17, 2016. IRE continues to discharge to the City at press time. Since IRE made some improvements to their pretreatment equipment it seems the WWTP is able to treat their waste water. Our internal lab results are looking good so far; however we're waiting to receive the test results from Test America to determine the full impact on our treatment capabilities.
- **WWTP generator –** 3E plans on being here on April 11, 2016 to service the generator as part of preventative maintenance contract we have with them.
- **WWTP fire extinguishers –** Bill Wagner performed the annual fire extinguisher inspection at the WWTP on March 11, 2016.
- **Jason –** Attended the AWWA water conference in Washington at the KC Hall on March 16, 2016. Jason needed the CEU's for his water license.
- **SBR and digester blower filters –** I'm working on getting quotes for the outside and inside replacement air filters needed for the blowers. I should be ready to make a recommendation for purchase in the near future.
- **Mulching –** We have started mulching around the trees and structures at the WWTP as time allows.
- **Maintenance –** Jason and Delen have been performing routine maintenance to the WWTP equipment as needed. Our SCADA controls alerts us to when maintenance is required by equipment run time hours.
- **RAGBRAI –** We have been working with Lyle Moen and Ragbrai sanitation committee to have places for campers to dump their trailer wastes during Ragbrai. We plan to keep the WWTP open from 7:00 a.m. to 7:00 p.m. on Friday July 29, 2016 and 7:00 a.m. to 11:00 a.m. on Saturday July 30, 2016 to accomplish this. There is also a trailer dump site on West View Drive that will be accessible 24 hours a day. We will also plan to accommodate commercial haulers (porta-pot waste

haulers) if necessary for a fee of ten (10) cents per gallon. We'll allow them to discharge in the East EQ basin.

- **West EQ basin** – We found three (3) of the tubes filled with sand that hold the liner down were pulled out of the ground at the top of the liner. The tubes were all on the west side of the basin. The tubes had slid down the liner and are about eight (8) feet from the top. We believe these tubes got frozen in the ice then during the thawing cycle the strong west winds pulled them out of the ground and down inside the basin. We're working on solutions to get them pulled back into place.

**Fred E. Doggett**  
**3/31/2016 2:11 PM**

April Council Report

**Water Dept.**

Obviously, the council is well aware of the situation regarding Well 6 and Well 7 from a few weeks ago. That being said, we are currently operating Well 6 with no issues whatsoever. It is flowing at its appropriate rate and is producing water within the quality parameters that we would expect. There are still no communications between the plant and the well house so our only way to operate the well is from the site itself.

Well 7 was recently televised. We do not have the full report back yet but just from the live televising, it appears to be in similar condition to Well 6. There were no obvious breaks or holes but we need to read the report from Cahoy who are professionals more experienced than me in this area.

We have been dealing with some communication issues here at the plant with the EDRs. Pinnacle Engineering came down and feels confident that we have two malfunctioning com boxes. One at the main PLC and the other at EDR 2. We plan to order three so that way we have extra on hand if another goes bad in the future as these parts have a very long lead time since nobody keeps them in stock.

The new north tower is essentially constructed. We are waiting for the paint crew to arrive sometime in April depending on the weather.

All other operations are normal at this time.

**Street/Traffic Lighting Dept.**

We changed a few bulbs at the intersection of 2<sup>nd</sup> and Main. Other than that, all is quiet with regards to lighting.



DELONG CONSTRUCTION, INC.  
 WASHINGTON COURTHOUSE SEWER SEPARATION  
 QUANTITIES COMPLETE AS OF 3/19/16

	JTD Qty complete	Previous Qty	Qty this period	JTD Extension	JTD Qty		Previous Qty	Qty this period	JTD Extension
					complete	period			
1.1 TRAFFIC CONTROL	1	LS	\$	11,000.00	5	LS	\$	55,000.00	
1.2 MOBILIZATION	1	LS	\$	17,500.00	0.5	LS	\$	8,750.00	
1.3 CONSTRUCTION SURVEY	1	LS	\$	12,500.00	0.5	LS	\$	6,250.00	
1.4 EROSION CONTROL	1	LS	\$	5,000.00	0	LS	\$	-	
1.5 SPECIAL BACKFILL	1,025	TON	\$	30.00	0	TON	\$	-	
1.6 INTAKE REMOVAL	3	EA	\$	1,525.00	0	EA	\$	-	
1.7 PAVEMENT REMOVAL	537	SY	\$	37.00	99.3	SY	\$	3,674.10	
1.8 GRADING	1	LS	\$	12,700.00	0	LS	\$	-	
1.9 FLOWABLE MORTAR	3	CY	\$	700.00	0	CY	\$	-	
1.10 SEEDING	1	LS	\$	10,000.00	0	LS	\$	-	
1.11 OPEN CUT POINT REPAIR	2	EA	\$	3,100.00	0	EA	\$	-	
1.12 SANITARY SEWER IN PLACE									
1.12.1 8" PVC	41	LF	\$	103.00	37	LF	\$	3,811.00	
1.12.2 12" PVC	50	LF	\$	115.00	0	LF	\$	-	
1.13 STORM SEWER PIPE IN PLACE									
1.13.1 12" RCP 2000D	352	LF	\$	55.00	6	LF	\$	330.00	
1.13.2 15" RCP 2000D	385	LF	\$	60.00	0	LF	\$	-	
1.13.3 8" PVC	162	LF	\$	46.00	114	LF	\$	5,244.00	
1.13.4 12" PVC	145	LF	\$	50.00	0	LF	\$	-	
1.13.5 15" PVC	776	LF	\$	54.00	0	LF	\$	-	
1.14 SANITARY SEWER MANHOLE SW-301	2	EA	\$	5,340.00	0	EA	\$	-	
1.15 SANITARY SEWER MH SW-301, TOP ONLY	1	EA	\$	2,475.00	0	EA	\$	-	
1.16 STORM SEWER MANHOLE SW-401	1	EA	\$	3,700.00	0	EA	\$	-	
1.17 INTAKES									
1.17.1 SW-501	6	EA	\$	3,415.00	0	EA	\$	-	
1.17.3 SW-508	2	EA	\$	4,050.00	0	EA	\$	-	
1.17.4 SW-511	4	EA	\$	2,800.00	0	EA	\$	-	
1.17.5 SW-541	3	EA	\$	2,810.00	0	EA	\$	-	
1.18 NYLOPLAST BASINS	6	EA	\$	2,600.00	1	EA	\$	2,600.00	
1.19 SANITARY SEWER CLEAN-OUT	2	EA	\$	3,590.00	1	EA	\$	3,590.00	
1.20 PORTLAND CEMENT CONCRETE									
1.20.1 8" PAVEMENT	301	SY	\$	64.00	0	SY	\$	-	
1.20.2 7" PAVEMENT	1,097	SY	\$	60.00	0	SY	\$	-	
1.20.3 6" DRIVEWAY	191	SY	\$	56.00	0	SY	\$	-	
1.20.4 4" SIDEWALK	330	SY	\$	43.00	0	SY	\$	-	
1.21 DETECTABLE WARNINGS	178	SF	\$	30.00	0	SF	\$	-	

VALUE OF COMPLETED WORK: \$ 89,249.10  
 LESS 3% RETAINAGE: \$ 2,677.47  
 LESS PREVIOUS PAYMENTS: \$ -  
 DUE: \$ 86,571.63

DELONG CONSTRUCTION, INC.  
WASHINGTON INDUSTRIAL PARK WATERMAIN

QUANTITIES COMPLETE AS OF 3/19/16

	JTD Qty complete	Previous Qty	Qty this period	JTD Extension
1.1 MOBILIZATION	1	1	0	\$ 18,500.00
1.2 CONSTRUCTION STAKING	1	1	0	\$ 6,500.00
1.3 TRAFFIC CONTROL	1	1	0.5	\$ 3,540.00
1.4 EROSION CONTROL	1	0.5	0.5	\$ 10,000.00
1.5 STABILIZING MATERIAL	100	50	50	\$ 47.00
1.6 CLEARING AND GRUBBING	20	20	0	\$ 135.00
1.7 SEEDING	1	1	0	\$ 12,375.00
1.8 GRANULAR SURFACE	145	145	0	\$ 20.00
1.9 RIPRAP	0	0	0	\$ 50.00
1.10 SIGN REMOVAL & REINSTALL	1	0	0	\$ 375.00
1.11 12" GATE VALVE WITH BOX	5	5	0	\$ 2,370.00
1.12 HYDRANT ASSEMBLY	5	5	0	\$ 4,445.00
1.13 WATER SERVICE CONNECTION	2	0	0	\$ 1,500.00
1.14 12" PVC WATER MAIN OPEN CUT IN PLACE	3,400	2775	2775	\$ 33.00
1.15 12" DIP WATER MAIN AUGERED IN 20" CASING	140	100	40	\$ 390.00
1.16 12" DIP RJ WATER MAIN	102	79	23	\$ 70.00
1.17 CONNECTION TO EXITING SYSTEM	1	1	0	\$ 1,750.00
1.18 18" CMP STORM SEWER PIPE IN PLACE	26	80	54	\$ 22.00
1.19 40" RCP STORM SEWER PIPE IN PLACE	0	0	0	\$ 115.00
REMOVE CMP STORM & DRIVE, REGRADE DITCH STA 36	1	1	0	\$ 2,200.00
6" GATE VALVE, PIPE, PLUG @ FUTURE FAIR CONNECTION	1	1	0	\$ 1,750.00
ADDTL CLEARING STA 23-26 ON BELL PROPERTY	1	1	0	\$ 2,500.00
6" PCC DRIVEWAY REMOVE & REPLACE AT MARIES	48	0.75	47.25	\$ 50.00
BORE PITS	1	1	0	\$ 13,120.00
STOCKPILED MATERIALS	0	0	0	\$ 1.00

VALUE OF COMPLETED WORK:	\$	234,750.00
LESS 3% RETAINAGE:	\$	7,042.50
LESS PREVIOUS PAYMENTS:	\$	165,662.16
DUE:	\$	62,045.34

**Applicant License Application ( LC0039133 )**

<b>Name of Applicant:</b>	<u>JARON PRICE, LLC</u>		
<b>Name of Business (DBA):</b>	<u>JP's 207</u>		
<b>Address of Premises:</b>	<u>207 W Main Street</u>		
<b>City</b>	<u>Washington</u>	<b>County:</b>	<u>Washington</u>
		<b>Zip:</b>	<u>52353</u>
<b>Business</b>	<u>(319) 321-5365</u>		
<b>Mailing</b>	<u>207 W Main Street</u>		
<b>City</b>	<u>Washington</u>	<b>State</b>	<u>IA</u>
		<b>Zip:</b>	<u>52353</u>

**Contact Person**

<b>Name</b>	<u>Jaron P Rosien</u>		
<b>Phone:</b>	<u>(319) 321-5365</u>	<b>Email</b>	<u>jaron.jps207@gmail.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 05/01/2015

**Expiration Date:** 04/30/2016

**Privileges:**

Catering Privilege

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>432732</u>	<b>Federal Employer ID</b>	<u>45-4735729</u>

**Ownership**

**Jaron P Rosien**

**First Name:** Jaron P

**Last Name:** Rosien

**City:** Washington

**State:** Iowa

**Zip:** 52353

**Position:** Manager

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Owners Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>05/01/2015</u>	<b>Policy Expiration</b>	<u>05/01/2016</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>		<b>Temp Transfer Expiration Date:</b>	

<b>POLICE</b>	ARAMARK UNIFORM SERV INC.	RUG SERVICE	229.75	
	ARNOLD MOTOR SUPPLY	PARTS	102.10	
	BARRON MOTOR SUPPLY	PARTS	291.10	
	CLERK OF COURT	PARKING TICKET CIVIL INFRA	85.00	
	HANSEN, LYLE	MEAL REIMBURSEMENT	19.53	
	I TECH TECHNOLOGY EXPERTS	SD CARD FOR COVERT CAMERA	19.99	
	JOHN DEERE FINANCIAL	K-9 FOOD	24.99	
	KELTEK	REPLACE SPOTLIGHT	421.80	
	MARCO TECHNOLOGIES LLC.	COPIER LEASE	85.87	
	MARCO, INC.	COPIER	103.00	
	MIDWEST K-9	K-9 CERTIFICATION	75.00	
	MIDWEST WHEEL	SALT ELIMINATOR	97.01	
	MOORE'S BP AMOCO INC	TOWING AND IMPOUND	425.00	
	UP-TOWN AUTO WASH	CAR WASHES	200.00	
	VERIZON WIRELESS	CELLULAR SERVICE	1,628.60	
	VISA	TASER TRAINING, CAR WASH,	234.74	
	WAGENKNECHT, RICK	MEAL REIMBURSEMENT	11.75	
	WIBSTAD, ZACH	MEAL REIMBURSEMENT	11.25	
		<b>TOTAL</b>	<b>4,066.48</b>	
	<b>FIRE</b>	MOORE'S BP AMOCO INC	CHAINSAW GAS	11.25
VERIZON WIRELESS		CELLULAR SERVICE	102.11	
WINDSTREAM IOWA COMMUNICATIONS		SERVICE	172.73	
		<b>TOTAL</b>	<b>286.09</b>	
<b>DEVELOP SERV</b>	ARNOLD MOTOR SUPPLY	PARTS	16.68	
	HAWKEYE FIRE & SAFETY	EXTINGUISHER	95.90	
	IOWA IAEI	IAEI IOWA CHAMPTER MEETING	250.00	
	KALONIAL TREE SERVICE	733 S 8TH AVE REMOVE TREE	1,150.00	
	MARK'S SANITATION	902 E 2ND ST TRASH ABATEME	100.00	
	PRECISION MIDWEST	BATTERIES FOR GPS	397.09	
	SIGN DESIGN	DECALS FOR VEHICLES	210.00	
	VERIZON WIRELESS	CELLULAR SERVICE	255.06	
	WAL-MART	SUPPLIES	82.03	
		<b>TOTAL</b>	<b>2,556.76</b>	
	<b>LIBRARY</b>	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
		AMAZON	LIBRARY MATERIALS	229.31
CINTAS CORP LOC. 342		RUG & TOWEL SERVICE	48.14	
EBERT SUPPLY CO.		CLEANING SUPPLIES	190.40	
HARRIS, JENISA		MILEAGE REIMB	35.42	
MEDIACOM		SERVICE	306.02	
OFFICE EXPRESS		JANITORIAL SUPPLIES	150.99	
SCHAEFER CLEANING		SCHAEFER CLEANING	1,125.00	
STAPLES ADVANTAGE		OFFICE SUPPLIES	85.90	
VISA		POSTAGE AND SUPPLIES	71.80	
WINDSTREAM IOWA COMMUNICATIONS		ELEVATOR LINE	53.87	
		<b>TOTAL</b>	<b>2,340.85</b>	
<b>PARKS</b>		BENDER, PERRY	DOWN PYMT FOR SQUARE FLOWE	376.00
		HAWKEYE FIRE & SAFETY	EXTINGUISHERS	79.00
	JOHN DEERE FINANCIAL	SUPPLIES	3.49	
	SIGN DESIGN	DECALS FOR VEHICLES	70.00	
	SITLER'S SUPPLIES INC.	LIGHT FIXTURE REPAIR	200.00	
	VERIZON WIRELESS	CELLULAR SERVICE	28.06	
	WAL-MART	SUPPLIES	55.05	
	WASHINGTON CO EXTENSION	PESTICIDE CFO CLASS	35.00	
	WASHINGTON LUMBER	LUMBER	35.97	
	WASHINGTON RENTAL	REPAIR	49.49	
		<b>TOTAL</b>	<b>932.06</b>	
<b>CEMETERY</b>	ARNOLD MOTOR SUPPLY	BATTERY FOR MOWER	128.34	
	ALLIANT ENERGY	ALLIANT ENERGY	23.91	

	JOHN DEERE FINANCIAL	MOWER BATTERY	61.70
	SIGN DESIGN	DECALS FOR VEHICLES	70.00
	GREINER DISCOUNT TIRES	TIRE REPAIR	26.45
	JOHNSON, KEVIN	BOOT REIMBURSMENT	75.54
	VISA	MULCHER BLADES	290.97
		<b>TOTAL</b>	<b>676.91</b>
<b>FINANCIAL ADMIN</b>	CHALUPA CARPENTRY	REPAIR CHAIRS IN CONFER. R	79.43
	CINTAS CORP LOC. 342	RUG & TOWEL SERVICE	177.31
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	256.00
	FAREWAY STORES	COFFEE	33.56
	HY-VEE	EMPLOYEE APPREC DINNER	604.45
	IGRAPHIX, INC	FORMS PRINTING	110.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	187.50
	PURCHASE POWER	POSTAGE LEASE	2.60
	QUILL	OFFICE SUPPLIES	79.34
	SORRELL GLASS	CLEANER	39.00
	VERIZON WIRELESS	CELLULAR SERVICE	134.19
	VISA	MEALS AND REGISTRATION	432.00
	WAL-MART	SUPPLIES	15.73
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	143.27
		<b>TOTAL</b>	<b>2,294.38</b>
<b>AIRPORT</b>	ALLIANT ENERGY	SERVICE	1,537.47
	GREINER DISCOUNT TIRES	TIRE & REPAIR	117.95
	VERIZON WIRELESS	CELLULAR SERVICE	28.06
		<b>TOTAL</b>	<b>1,683.48</b>
<b>ROAD USE</b>	ALLIANT ENERGY	SERVICE	84.99
	ARMSTRONG HEATING & AIR CONDITIONING I	CRACK SEALING MACHINE MAIN	56.25
	ARNOLD MOTOR SUPPLY	SUPPLIES	288.47
	CHEMSEARCH	SUPPLIES	422.36
	COBB PETROLEUM	DIESEL FUEL	447.87
	FASTENAL COMPANY	PARTS	133.97
	HY-VEE	SAFETY MEETING	39.96
	IOWA PRISON INDUSTRIES	SIGNS	6,903.30
	LAWSON PRODUCTS INC	PARTS	90.49
	MIDWEST WHEEL	SALT ELIMINATOR	97.01
	SITLER'S SUPPLIES INC.	LED LIGHT	10.00
		<b>TOTAL</b>	<b>8,574.67</b>
<b>STREET LIGHTING</b>	ALLIANT ENERGY	ALLIANT ENERGY	66.51
		<b>TOTAL</b>	<b>66.51</b>
<b>TREE COMMITTEE</b>	FULTON, GEORGE	SUPPLIES FOR TREE COMMITTE	18.69
		<b>TOTAL</b>	<b>18.69</b>
<b>LIBRARY GIFT</b>	AMAZON	LIBRARY MATERIALS	418.42
	FAREWAY STORES	ALLIANT GRANT	25.51
	GALE/CENGAGE LEARNING	WESTERNS	36.34
	RECORDED BOOKS LLC	BOOKS	62.99
	THE BOOK FARM	BOOKS	627.53
	TUMBLEWEED PRESS INC.	SUBSCRIPTION	299.50
	VISA	POSTAGE AND SUPPLIES	65.11
		<b>TOTAL</b>	<b>1,535.40</b>
<b>WATER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	119.85
	CAHOY PUMP SERVICE, INC.	WELL #6 REPAIR	18,874.00
	CARROLL, SUSAN	MILEAGE REIMBURSMENT	17.83
	HACH COMPANY	CHLORINE	1,200.81
	HOLT SUPPLY CO.	PARTS	216.38
	PINNACLE ENGINEERING	REPAIR	765.00
	POSTMASTER	BULK MAILING OF WATER BILL	829.54
	STATE HYGIENIC LAB	TESTING	119.50
	STREFF, ROSE	MILEAGE REIMBURSMENT	3.00
	VERIZON WIRELESS	CELLULAR SERVICE	52.10

	VERNON MANUFACTURING CO	REPAIR	435.00
	WATER SOLUTIONS UNLIMITED	CHEMICALS	3,336.90
	WINDSTREAM IOWA COMMUNICATIONS	SERVICE	41.26
		<b>TOTAL</b>	<b>26,011.17</b>
<b>WATER DIST</b>	ALLIANT ENERGY	ALLIANT ENERGY	44.95
	BARRON MOTOR SUPPLY	PARTS	34.99
	COBB PETROLEUM	DIESEL FUEL	62.00
	DOUDS STONE LLC	ROADSTONE	613.82
	FASTENAL COMPANY	PARTS	105.66
	HIWAY SERVICE CENTER	PARTS	11.45
	IOWA ONE CALL	SERVICE	90.30
	PRODUCTIVITY PLUS	FUEL FILTERS	98.51
	UTILITY EQUIPMENT CO	LINERS, COUPLINGS, SUPPLIES	2,159.17
	VERIZON WIRELESS	CELLULAR SERVICE	95.05
	WAL-MART	SUPPLIES	109.69
		<b>TOTAL</b>	<b>3,425.59</b>
<b>SEWER PLANT</b>	ALLIANT ENERGY	ALLIANT ENERGY	8,245.41
	ATCO INTERNATIONAL	PLANT CHEMICALS	399.40
	CERTIFIED LABORATORIES	CHEMICALS	539.27
	COBB OIL CO, INC.	OIL FOR GRIT MIXER	79.35
	ENVIRONMENTAL RESOURCE ASSOCIATES	LAB EVALUATION AUDIT SAMPL	323.89
	INTERSTATE POWER SYSTEMS INC	KEYS FOR GENERATOR	30.40
	JOHN DEERE FINANCIAL	DOG PND WATER HEATER PART	18.99
	NORTHERN SAFETY CO., INC.	SAFETY SUPPLIES	142.64
	SIGN DESIGN	DECALS FOR VEHICLES	140.00
	SITLER'S SUPPLIES INC.	BATTERIES	52.50
	TESTAMERICA LABORATORIES INC	TESTING	2,100.00
	UNITED LABORATORIES	CHEMICALS	763.30
	USA BLUEBOOK	SUPPLIES	176.38
	VERIZON WIRELESS	CELLULAR SERVICE	114.20
	WASHINGTON LUMBER	PARTS	9.76
	WHISLER, JASON	TRAINING REIMBURSEMENT	50.00
		<b>TOTAL</b>	<b>13,185.49</b>
<b>SEWER COLLECT</b>	ARNOLD MOTOR SUPPLY	PARTS-WORK BULL	258.96
	BUSINESS RADIO SALES INC	SUPPLIES	98.72
	COBB PETROLEUM	DIESEL FUEL	107.00
	GILLUND ENTERPRISES	SUPPLIES	176.62
	SIGN DESIGN	DECALS FOR VEHICLES	350.00
	VERIZON WIRELESS	CELLULAR SERVICE	124.20
	WAL-MART	SUPPLIES	9.54
		<b>TOTAL</b>	<b>1,125.04</b>
<b>SANITATION</b>	EL HERALDO HISPANO, INC.	SPRING CLEAN UP AD	100.00
	LUKE WASTE MANAGEMENT	REFUSE & RECYCLING-BULKY	26,091.00
	WASH CO HUMANE SOCIETY	MARCH COLLECTIONS	436.11
		<b>TOTAL</b>	<b>26,627.11</b>
		<b>TOTAL</b>	<b>95,406.68</b>

**CITY OF WASHINGTON, IA  
VISA Card Charges - 2016**

**CLAIMS REPORT 04/05/2016**

Category	Description	Amount	Subtotal
<b>POLICE</b>	TASER TRAINING ACADEMY - OFFICER HUSCHKA TRAINING	225.00	
	GOOGLE *METAMOJI - HANDWRITING RECOGNITION	7.99	
	UPTOWN AUTO WASH - CAR WASH	1.75	
			<b>234.74</b>
<b>LIBRARY/LIBRARY GIFT</b>	ENDICIA FEES - POSTAGE FEE		9.95
	HOBBY LOBBY - FIBER ARTS FEB SUPPLIES		21.28
	WALMART- CANDYLAND SUPPLIES		56.25
	WALMART - CANDYLAND SUPPLIES		8.86
	WALMART- OFFICE SUPPLIES		22.95
	WALMART - OFFICE SUPPLIES		1.60
	PLANET LABEL - LABELS		1.98
WALMART - OFFICE SUPPLIES		14.04	
			<b>136.91</b>

Category	Description	Amount	Subtotal
<b>FINANCIAL ADMIN</b>	UI CTR FOR CONFERENCE IO - IMIMI 2016 CONFERENCE - BRENT	420.00	
	PRESS BOX GRILL AND BAR - MEAL BRENT	12.00	
			<b>290.97</b>

Category	Description	Amount	Subtotal
<b>CEMETERY</b>	JACKS SMALL ENGINES & GEN - MOWER BLADES		
			<b>290.97</b>

Category	Description	Amount	Subtotal
			-

Category	Description	Amount	Subtotal
			-

Category	Description	Amount	Subtotal
			-

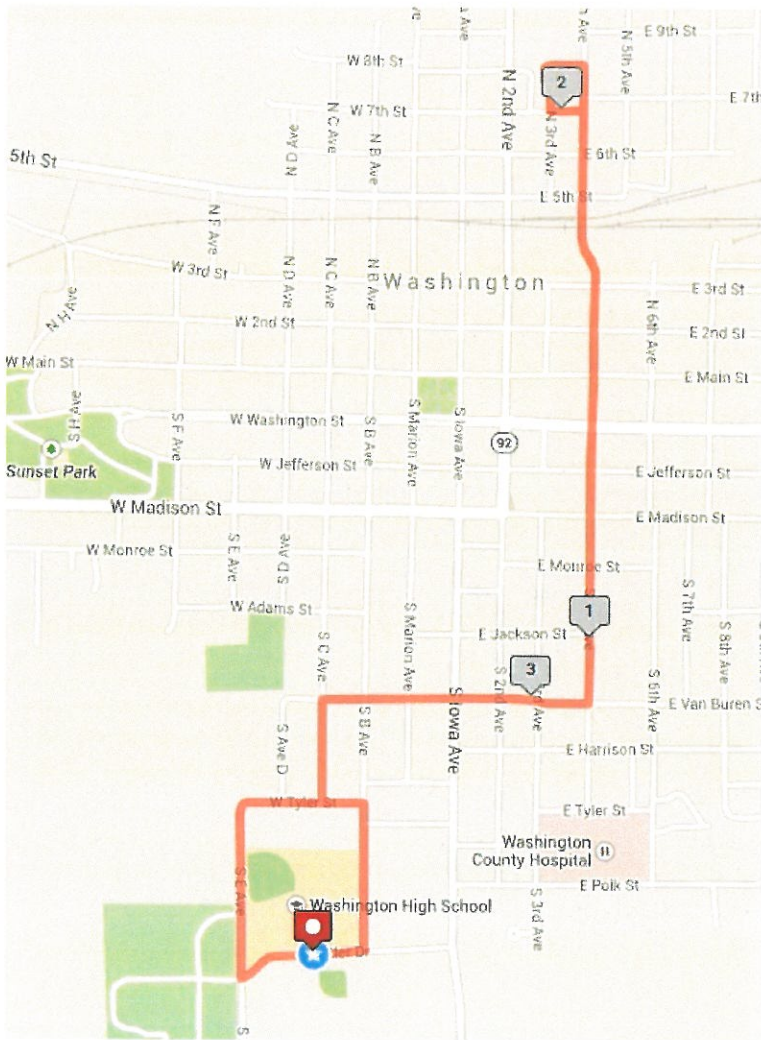
Category	Description	Amount	Subtotal
			-







Demon Dash 1 mile  
Run/Walk Route



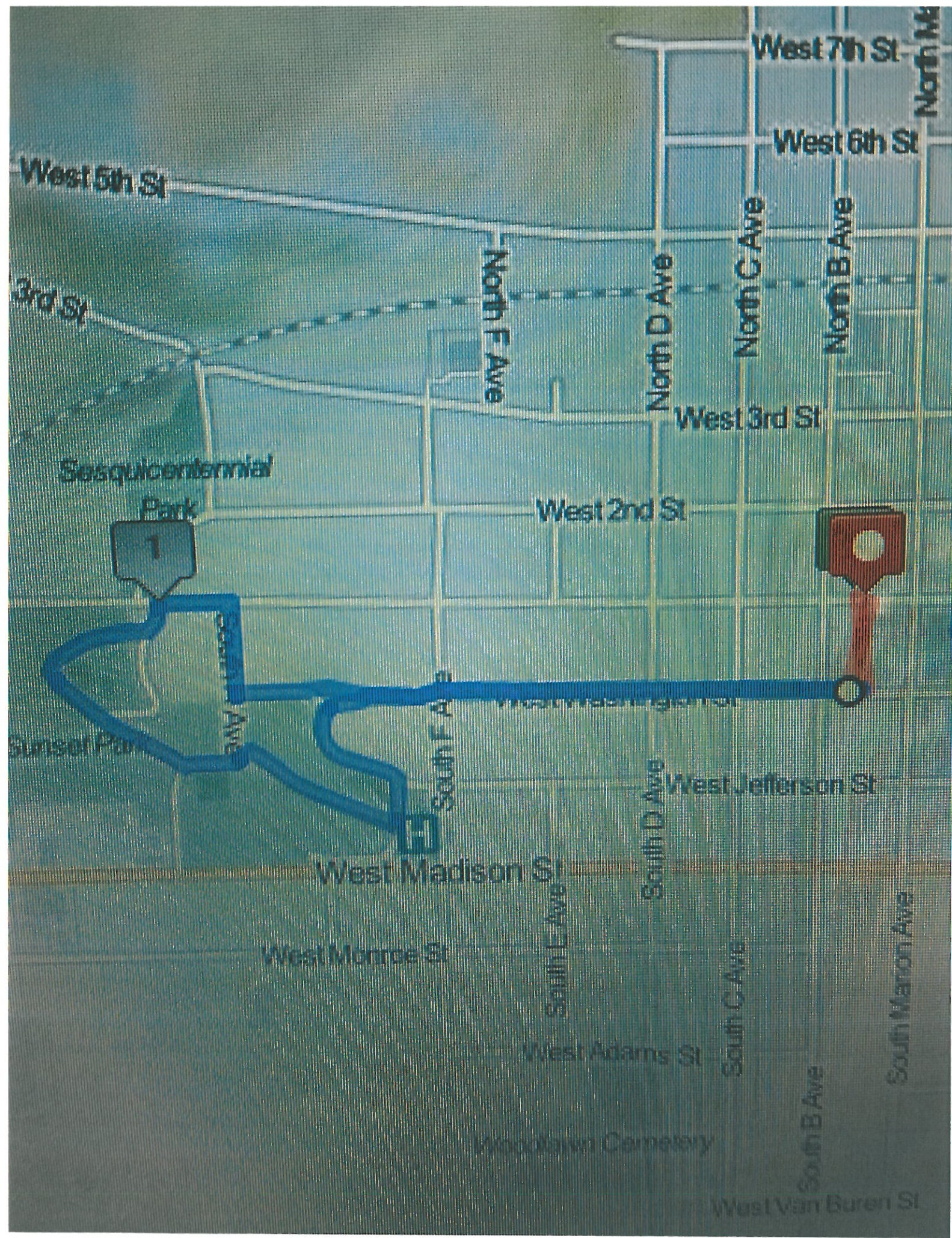
Demon Dash 4 mile  
Walk/Run Route

WASHINGTON, IOWA • HALF MARATHON & 5K



BEER RUN





West 7th St

West 6th St

West 5th St

3rd St

North F Ave

North D Ave

North C Ave

North B Ave

North M

West 3rd St

Sesquicentennial

Park

West 2nd St



Central Ave

South F Ave

West Madison St

South D Ave

West Jefferson St

West Madison St

West Monroe St

South E Ave

West Adams St

South C Ave

Woodlawn Cemetery

South B Ave

South Marion Ave

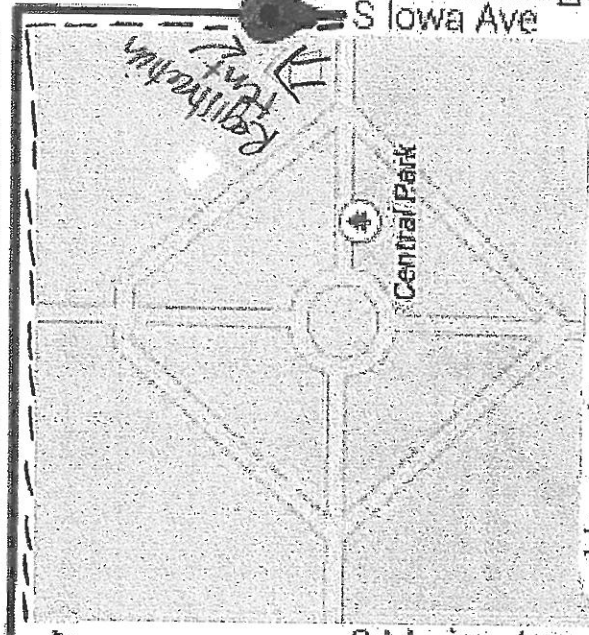
West Van Buren St

--- = inside lane closed to traffic  
 from 7am - Noon  
 Panda Palace Chinese

Frontier  
 Jones & Eden  
 Funeral Home  
 Washington Bancorp

E Main St  
 Senior Dining  
 Was  
 Corbin

Start/Finish



S Iowa Ave

S Iowa Ave

Cafe Dodici  
 Diodici's

E Washington St  
 E Washington St

Dino's Pizza &  
 Steak House  
 Sta

Washington  
 County Clerk-Court

JP's 207

Village

Taste of China  
 Shazam Atm

Iowa Market Access

W Washington St

W Washington St

Wolf Floral  
 The Coffee Corner  
 Washington  
 Public Library

S Marion Ave

S Marion Ave

Marion Avenue

W Washington St

W Washington St

S B Ave

S B Ave

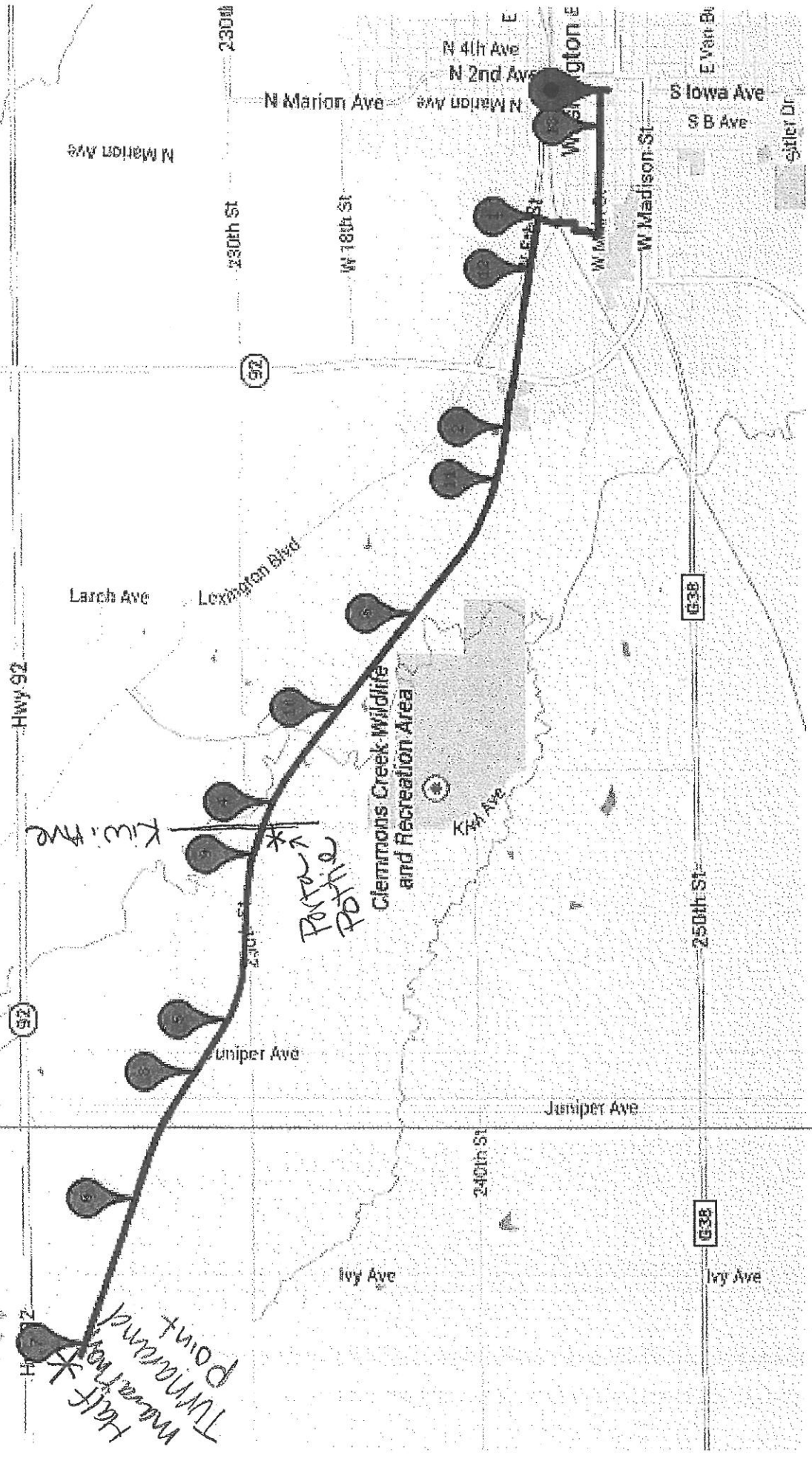
Raphs Home  
 Improvements

For questions regarding Keweenaw Half Marathon contact  
 Becky Hartung @ the WNCA

Half  
Twin  
Point

Kiwi Ave  
Pond  
Pond

Clemmons Creek Wildlife  
and Recreation Area



# Catch the BUS-UM

**Where?** Stopping in Washington on the southside of the square

**When?** Thursday, May 5, 5-8 p.m. (Cinco de Mayo!)

**What?** Mobile TRACES Center for History and Culture exhibit:

**At Home in the Heartland: How Iowans Got to be 'Us'**

*Includes a free Iowa History presentation in the library from 6-7 p.m.*

Admission is FREE, thanks to support from Humanities Iowa, Washington Public Library, Washington County Historical Society, and Washington County Genealogical Society!



*As heard on Talk of Iowa and Radio Iowa, and seen in features in the Des Moines Register & the Gazette*

## Illa Earnest

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**From:** Debbie Stanton [debbie.stanton@washington.lib.ia.us]  
**Sent:** Tuesday, March 29, 2016 4:24 PM  
**To:** iearnest@washingtoniowa.net; bhinson@washingtoniowa.net  
**Subject:** BUS-eum Request  
**Attachments:** BUSeum Flyer.pdf; BUSeum Request.docx

Hi Illa,

Thanks for including this on the agenda next week. I've attached a request sheet with map showing where the bus would be parked, and the flyer so they can see what it's all about. We'll need 4 parking spots on the square next to the park and an electrical outlet for a total of 4 hours on Cinco de Mayo (from 4:30-8:30 p.m.).

Here is the promotional information I've sent out, in case they want lots of information:  
BUS-eum coming to Washington

An Iowa history museum in a retrofitted school bus will be visiting the Washington downtown on Thursday, May 5 from 5-8 p.m., with a special Iowa History presentation in the library from 6-7 p.m.

The BUS-eum is traveling to 60 Iowa communities during three statewide tours over the next 18 months, with stops in all 99 counties.

The mobile TRACES Center for History and Culture exhibit, "At Home in the Heartland: How Iowans Got to be 'Us,'" will be at schools, libraries, colleges, museums and other institutions throughout the state. On Cinco de Mayo 2016, it will be stopping on the square in downtown Washington.

The project involved years of research and dozens of interviews. "Our era that we focused on is 1830 to 1930 because that sort of set the stage for the Iowa that became the place we grew up in and still live in," Program Director Dr. Michael Luick-Thrams said on Radio Iowa. "But it's not only family history. It's sort of a mixture. We use the family history component as sort of the entree into the larger story."

Forty years of research has yielded hundreds of photos, maps and other documents that offer a narrative look into Iowa's history.

"TRACES gathers, preserves and and presents stories of people's lives, past and present, many of which have laid beneath dust left by time's passage," said Luick-Thrams in a press release. "By learning lessons from the past, we might rise above what otherwise could demean us and keeps us from moving forward as individuals, families, communities and a nation."

Docent Irving Kellman will guide visitors through the bus, which contains four cases of historical artifacts. "Each panel is a different aspect of the settlers' life, who they were, why they came, how they came, what they did when they got here, how they changed Iowa and how Iowa changed them," Kellman told Kiran Sood from the Cedar Rapids Gazette. The back half of the bus is a 20-seat auditorium where visitors can watch a video about the Algona prisoner of war camp.

Admission is free, thanks to support from Humanities Iowa, Washington Public Library, Washington County Historical Society, and Washington County Genealogical Society.

The BUS-eum has received strong media attention during its trip throughout Iowa, including interviews on Talk of Iowa with Charity Nebbe and Radio Iowa, and features in the Cedar Rapids Gazette, Globe Gazette, Des Moines Register, and Waterloo-Cedar Falls Courier among others.

Thanks!  
Debbie

Debbie Stanton | Library Director | Washington Free Public Library | 319.653.2097 | [www.washington.lib.ia.us](http://www.washington.lib.ia.us) |

**BUSeum Request**

**Thursday, May 5, 4:30-8:30 p.m.**

Guided tours run from 5:00-8:00 p.m. during "Preview" Farmers Market  
Special Iowa History presentation in the library from 6:00-7:00 p.m.



Need: 4 parking spots (50 feet) to park the bus from 4:30-8:30 (see image above)  
110w, 3-prong, outdoor outlet



3/31/2016

Washington City Council Members:

The fundraising committee of the L.E.T.'s Center for the Healing and Creative Arts would like to ask permission to display artwork on the sidewalks around the downtown square Monday July 18th-Sunday July 31st, 2016 and to silent auction these pieces during that time, with a potential live auction at the end of the display period.

This project would be part of the Chamber of Commerce's annual "Gallery Walk" and would serve the dual purpose of supporting the arts and raising funds for the L.E.T.'s Center to be able to continue offering art classes, seminars, and readings. The same event occurred last year, following approval by this council.

The art would be in the form of cylindrical fiberglass tubes varying in size and height (2ft in diameter and 4ft tall to 3ft in diameter and 5ft tall, approximately, as sizes will vary). Local artists would decorate them following the theme of "transform" (L.E.T. = Learn, Embrace, Transform). Each one will be unique and different within the parameters of being appropriate for all ages and resistant to weather and the outdoors. They will be brought inside the businesses in front of which they will be displayed so as to avoid vandalism at night.

Attached are pictures of these cylinders both in their natural state and one that has been decorated for outdoor display.

We have faith in the community of Washington that the artwork will be respected and appreciated and fully believe this will bring exposure to local talent and funds to a non-profit that works to enrich our city with the healing and creative arts. It will also occur during RAGBRAI Washington and will help show the many visitors that day that Washington is a town where the arts can thrive.

Thank you for your time and consideration.

Respectfully submitted,

Isabella Santoro, L.E.T.'s Center Board Member and Chairperson of the Fundraising Committee

With the support of the RAGBRAI Washington Hospitality Committee





*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**

March 31, 2016

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

From: Brent Hinson  
City Administrator

Re: Reverse Osmosis Pilot Study Results

The City conducted a reverse osmosis (RO) pilot study in late 2015. Following production of a report by Harn R/O Systems, the vendor, FOX Engineering provided a detailed analysis of the results and their implications for design of our RO system to maximize water quality given our source water. In order to boil down the very technically complex report, Chad McCleary has provided an executive summary, but I have also provided you a few additional pages from the report that describe the pilot study setup, as well as the pages that speak to the RO process and the final results. Steve Troyer from FOX Engineering plans to be present at the meeting to discuss the pilot study results.

## RO Pilot Study Report Summary

### Raw Water

The City of Washington owns and operates three deep wells for its water supply – Well 5 (1946), Well 6 (1955), and Well 7 (1967). These wells all pull from the Jordan Aquifer and are roughly 1900 ft. in depth. This study did not pertain to the conditions of the wells or anything to do with the well houses or controls. This section will focus more on the quality parameters of the raw water.

With all three wells drawing from the same source and being relatively close in proximity, it is not surprising that most of the sampling results show very similar characteristics between all three wells. We see some difference with regards to iron but that was due mainly to Well 7 having been out of service for a period of time prior to testing. That number would be reduced greatly by just running the well for a few weeks. Overall, there were no real surprises and we don't see any drastic differences in the raw water quality of the three wells.

### RO Pilot Unit Installation

Harn RO Systems Inc. was granted the bid to provide the pilot unit to the City. A pilot unit is nothing more than a smaller, scaled down version of a standard RO unit that would be used by a full scale water treatment plant. The purpose of a pilot study is to get a true picture of how this treatment process works with the City's raw water and what kind of finished water we can expect to make once this kind of treatment is fully implemented.

The unit was shipped to our facility on a semi-trailer. The M/C Dept. was extremely helpful in getting the unit unloaded and secured inside of the water plant. They played an equal role in getting the unit ready to ship back to Harn. I'd like to extend my appreciation to J.J. Bell and his department for their help in this matter.

Once the unit arrived, it was the City's responsibility for all electrical and plumbing connections. Kyle and I were able to handle all of the plumbing connections and we hired Washington Electric for all of the electrical work.

### Pilot Unit Operation

The pilot study lasted a total of 133 days, starting on June 10, 2015 and running through October 12, 2015. A Harn RO tech came to assist us with startup and initial operation. He was very helpful and trained Kyle and I on how to operate the unit. We experienced no issues during this process. All plumbing and electrical connections were deemed to be correct and complete.

There were some random pressure fluctuations during the four months that we operated the pilot unit. We were unable to pinpoint the exact cause of the issue and even after several phone calls to Harn we were never able to get a solid answer as to why this was occurring. Once the unit was returned, Harn found a malfunctioning valve to be the cause of these issues.

We aimed for the water recovery of the unit to be 80% to simulate what we would expect to get from a full scale unit. This means that if we ran 100 gallons of raw water through the unit we would end up with 80 gallons of treated water and 20 gallons of reject water. This is fairly standard for most RO units. Also, we blended a small amount of raw water with the finished water in order to maintain a certain level of hardness (roughly 80 mg/L). This is done due to the fact that very pure water tends to be corrosive and by blending some raw water back into the finished water it allows us to deal with that issue without having to add extra chemicals. That being said, we currently use corrosion control chemicals and would continue to do so even with the new RO plant.

Once we started operating the unit it was determined that an extra filter needed to be added to the process in order to prevent frequent fouling of the main set of cartridge filters. This was easily

plumbed into the raw water inlet to the unit. We found significantly longer filter runs as a result and will most likely add similar filters to the full scale project.

During the length of the pilot study we took weekly and bi-weekly samples to the University of Iowa Hygienic Laboratory in Coralville. There were various water quality parameters that were tested but most important to the public were hardness, TDS, and radium.

Our current finished water hardness is generally around 236 mg/L but that can fluctuate up or down depending on what wells and units are being operated. The blended water coming from the pilot unit was 80 mg/L. The significance of this would be that having a home water softener would no longer be necessary. This would be a low enough hardness level where we would see much longer longevity in water heaters, clearer and less cloudy glassware, and less scale on plumbing fixtures. Unlike what is pushed by softener companies, a hardness of zero is not desirable. Generally speaking, completely soft water tends to be corrosive and would be harmful to the City distribution system.

TDS or total dissolved solids is the measurement of the overall mineral content of the water. Generally speaking, high TDS can have an effect on the taste of the water. Currently, the treated water leaving the plant has a TDS around 820, the pilot unit produced water with a TDS of 205. It is important to note that just like how zero hardness is not desirable, zero TDS is also not a goal that we would seek to attain. Having a certain mineral content to the water actually makes for a better tasting water.

Radium is the reason the City built the current EDR plant in the early 90's. Radium is a radioactive element that is relegated due to its known ability to cause cancer. The maximum contaminant level (MCL) is 5 pCi/L. The City's raw water exceeds the MCL at roughly 7.33 pCi/L. The City's current treatment system is not capable of producing water less than 5 pCi/L. At this point, the only reason we are not violating is due to the fact that the MCL is 5 pCi/L and not 5.0 pCi/L and

therefore they round our latest radium numbers from 5.4 pCi/L down to 5 pCi/L. The pilot unit was able to reduce this number all the way down to 1.3 pCi/L.

### Summary

The pilot study was a total success. We were able to meet all of the water quality standards set forth at the beginning of this process. One of the original concerns was whether or not there would be a need for large pressurized sand filters for iron removal prior to RO treatment; the study concluded that those will not be necessary. That is a great benefit to the City due to not having to deal with the costs of the units, the space required to house them, and the continued costs of maintenance over the life of the filters.

Membrane life is expected to be 5-7 years before they will be in need of a cleaning. Every RO plant we visited had no issues meeting this time frame and some were in such good shape that they were able to hold off even longer on the cleaning. This is vastly different from our current system which calls for monthly acid cleanings of the units.

It is recommended by Fox Engineering that the City build a full scale RO treatment plant based off of the parameters determined in the pilot study. After four months of operating the pilot unit, Kyle and I feel very confident in our ability to operate such a system. We actually found the RO unit to be much simpler and easier to operate than our current EDRs. We quickly grasped the principles and concepts of how RO works and have no doubt that we would be good stewards of the City's new system.

Chad McCleary, Water Dept. Superintendent



## **II. Description of R/O Pilot System**

The full-scale pilot system was designed and operated to replicate a full size production membrane treatment system. The hydraulic parameters for a production system were scaled down to a pilot scale and simulated using smaller diameter membrane elements that replicate all of the same hydraulic conditions that would be selected for the full size production system.

Performing a pilot test enables the Engineer to test and verify the proposed design on a small, inexpensive scale before the production system is built. The pilot study also allows for testing and optimization of operating parameters such as chemical dosage, blend rates and cartridge filter replacement frequency. The pilot system operation also allows for raw water blending on the skid so the Engineer can evaluate the actual blended finished water, not just the R/O permeate.

The full-scale pilot systems that Harn R/O has developed are the smallest production systems that can be built that accurately duplicate the design and operation of a full size production system. The benefit of the full-scale pilot system is that it incorporates full-length, 6 or 7 element pressure vessels that give the pilot system the ability to duplicate full size design conditions without requiring concentrate recycle to increase recovery. Recycling the concentrate to simulate higher recoveries generates an unnatural, supersaturated feed water making it impossible to accurately predict overall permeate quality, blend ratios, chemical use, power consumption, fouling rates, cleaning frequencies and projected membrane life. Recycling concentrate is the only way to simulate full recovery on a single element pilot unit or any pilot unit smaller than the unit used on this study.

A full-scale reverse osmosis pilot study will identify the process and cost considerations to determine on a small scale what the necessary design and operating requirements are for a full size production system. The results of the pilot study allow us to design a production system that will operate at the highest efficiency with the lowest operational and maintenance cost.

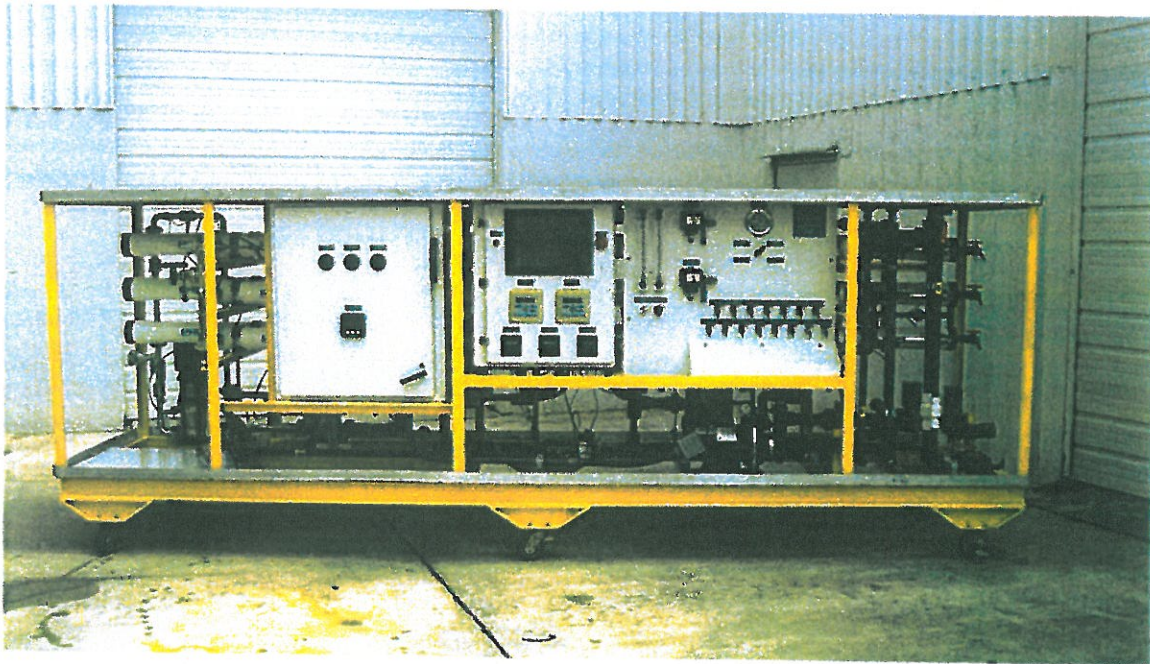
The pilot study is generally operated 24 hours a day for approximately 2000 hours or 3 months in order to project what the long-term performance of the system will be. At the end of the test and based on the data generated we can recommend a process design for the system and estimate the O&M costs for the items mentioned above.

The pilot units are designed as self-contained systems that have their own well boost pump, pretreatment systems that includes acid and scale inhibitor injection, cartridge filtration, high pressure feed pump, interstage boost pump, control valves for adjusting production rate and recovery, pressure vessel assemblies designed for 75% to 85% recovery, instrumentation and controls for controlling the system and collecting data on

the process variables that effect performance and sample points for monitoring and collecting different process streams for analysis.

The pilot system was set up at Washington to produce 16 gpm of permeate at a system recovery of 80% (ratio of permeate produced to total water treated). The design projections for the pilot system set-up can be found in Section 8. The pilot unit specification and drawings are attached in Section 2. Below is a photo of a typical pilot unit.

Harn R/O staff supervised the installation of the pilot system and trained Washington staff on how to operate the pilot system. City staff operated the pilot system during the pilot study and recorded data on the daily log sheets.



The pilot system was started on June 10, 2015 and operated for approximately 2080 hours over a 4-month period. The pilot study was recommended to demonstrate that reverse osmosis technology was the best available technology for treating the raw water supply at Washington and that membrane treatment could be successful without media pre-filtration or iron and manganese removal upstream of the membrane treatment process. It also allowed useful data to be acquired to develop an optimum full size reverse osmosis system design, including predicting finished water quality and estimating O&M costs.

#### **IV. Reverse Osmosis Process**

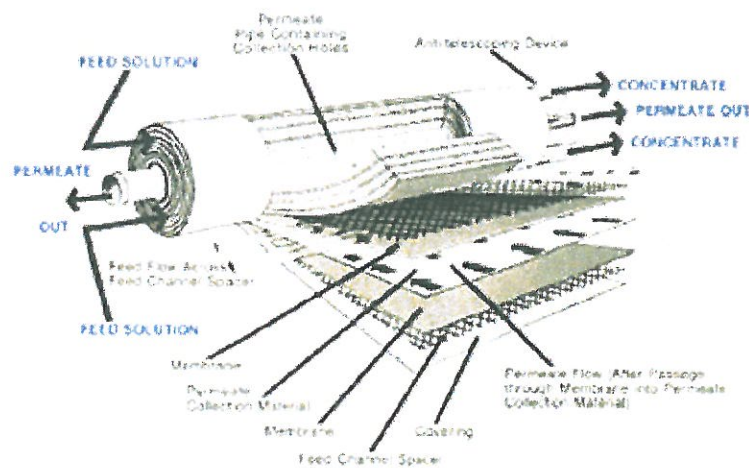
Membrane processes can be employed to remove a variety of contaminants from water. There are four main types of membrane processes: microfiltration (MF), ultrafiltration (UF), membrane softening – also called nanofiltration (NF) and reverse osmosis (R/O). MF and UF are membranes that are operated at low pressures or under a vacuum to remove particulates or suspended solids. The only difference between MF and UF is the size of the particles they remove. MF typically removes particles smaller than 0.1 micron. UF typically removes particles smaller than 0.01 micron. MF and UF filters are typically hollow fiber, they can be self-encased in a housing or suspended in a tank. MF/UF systems are a physical filter that typically operate in a “dead-end” mode, that is, all the water that is sent to the filter is pushed or pulled through the filter and comes out as filtrate. Then periodically the MF/UF filter must stop filtering and be backwashed. The MF/UF filters do not remove dissolved contaminants.

The next two membrane processes are nanofiltration (NF) and reverse osmosis (R/O). These processes are designed to remove dissolved contaminants. These two processes operate essentially identically; the only difference between them is the molecular weight cut-off removal ranges of the membranes. NF typically removes molecules down to 10 Angstroms; R/O typically removes molecules down to 1 Angstrom (1 Angstrom is  $10^{-4}$  microns). NF and R/O processes only removed dissolved solids. The required physical construction of the membranes prohibits them from tolerating suspended solids in the feed water. The membranes are spiral-wound, they only accept flow in one direction, and they rapidly become fouled if there are suspended solids in the feedwater. The NF membranes are typically used in applications where the main contaminants of concern are hardness or sulfates or other relatively “large” molecules. This is why NF is sometimes called Membrane Softening. R/O membranes are used if the target contaminants are smaller molecules such as sodium and chloride in addition to hardness, sulfates, etc. In recent years the division between NF and R/O membranes has become more blurred. There are many low-pressure R/O membranes that operate in the area between conventional R/O and NF. Also, using a combination of R/O and NF membranes in one system to custom-tailor the contaminant removal is becoming more common. When more than one membrane model is used in a system it is called a Hybrid Array.

The R/O and NF processes are based on the science of the natural phenomena of osmosis. Osmosis is the natural tendency of two solutions of differing concentrations to want to equalize. If two solutions, one relatively pure and one saline, are separated by a semi-permeable membrane the force of osmosis will draw the water through the membrane from the pure side to the saline side until the two solutions are of equal salinity. This force is called osmotic pressure. The more saline the solution is, the more osmotic pressure it will exert. The process of Reverse Osmosis reverses this natural tendency by applying pressure to the saline water to force pure water – on a molecular level – through the semi-permeable membrane. Consequently, the more saline – or the higher the total

dissolved solids (TDS) level is – the more pressure must be applied to force pure water through the membrane.

As the pure water is forced through the membrane the water remaining becomes more and more concentrated. A minimum volume of water is required to continue flowing through the membrane element to carry the salts and scaling minerals out of the membrane. This volume must be high enough to prevent the minerals from coming out of solution and precipitating in the membrane. Thus, the NF and R/O processes must operate in what is called a “cross-flow” mode. There must always be a continuous waste stream produced called the concentrate. Below is a graphic of a spiral wound membrane element.



In a full size system most elements are 8” diameter by 40” long. For the pilot unit, the membrane elements are 4” diameter by 40” long. The elements are encased in a fiberglass wrapping and are installed in fiberglass pressure vessels. There are special interconnectors incorporated with o-rings to connect each membrane together and to connect the membranes through the pressure vessels end caps and to the piping manifolds.

As mentioned earlier, the R/O systems typically built today are two stages, concentrate-staged. The approximate recovery obtainable from one pressure vessel containing 6 or 7 membranes is about 50%. That is, 50% of the water will become permeate and 50% will become concentrate. If this recovery is exceeded throughout the length of a single pressure vessel there will not be enough flow carrying the concentrated minerals out of the system and scaling can occur in the membranes. Since it would be undesirable and generally not cost-effective to “waste” 50% of the raw water, the concentrate from the first stage is then piped to another stage for additional treatment. Since the volume being treated now is half the original volume, the second stage of the array is usually half as many pressure vessels as the first stage. The array terminology indicates how many pressure vessels are in the first stage versus how many are in the second stage. For

example, a full-size production system might be a 6:3 array. This means that 6 pressure vessels will be fed raw water in parallel, and then the concentrate from those 6 pressure vessels will feed 3 pressure vessels in parallel in the second stage. The concentrate from the second stage will be the overall, or total concentrate. The permeate from stage 1 and stage 2 will be collected and combined and then called the total permeate. There are usually two or more of these arrays in a water treatment plant. Each array is called a train, or a skid. Multiple trains are usually incorporated in a membrane plant to provide the owner with redundancy and flexibility. Since it is best to run a membrane train at constant flow and recovery, having multiple trains allows the owner the ability to control the production to meet varying demands.

An important concept in membrane system design is flux. Flux is the loading rate at which water is processed through the membrane. It is the quantity of permeate that is produced, in gallons per day, divided by the surface area of the membranes, in square feet. The units are gallons per day per square foot, abbreviated as gfd. This is an essential parameter to consider in the design of the membrane system. The flux rate selected will influence the operating pressure, the permeate quality, the frequency of membrane cleaning and the life expectancy of the membrane.

## **VII. Summary and Recommendations**

In summary, the pilot study indicated that a conservatively designed reverse osmosis water treatment system could successfully treat the Washington well water without iron removal pre-treatment.

The finished water quality goals were easily achieved through the well blends.

Important design parameters were developed, tested and proven through this study and should be adhered to when applied to the full size production system. In particular the system should be designed for 80% recovery. The design should be based on an average system flux rate of about 14.0 gfd, with a first stage flux no higher than 14.5 gfd and a second stage flux no lower than 13.4 gfd. Proposed full-scale system design projections are provided in Section 8, based on the direction that the City would like to consider implementation of three, 400 gpm production capacity skids. Included are projections utilizing two 8" x 40" modules that Filmtec deems equal to the LE4040 used in the pilot study.

The cartridge filter replacement frequency should be one to three months and the membrane element life would be expected to be 5 to 7 years based on expected water quality. Not enough fouling or scaling occurred during the pilot study to necessitate an on-site cleaning. Based on all of the fouling indications that were evaluated during the study, including differential pressure, increase of feed pressure, and results from the autopsy, we would estimate that a cleaning frequency of once or twice per year should be expected.

The full size system design should incorporate a well-water pre-flush to drain, prior to diverting the water to the RO system to avoid pumping any initial high SDI well water through the RO system.

The well piping to the RO skid should be carefully designed using corrosion resistant piping so that there is no possibility of introducing air into the feed-water prior to entry to the membrane system.

The full size system should incorporate bag filter housings in series with cartridge filter housings for the most effective particulate protection for the membrane system.

The full size system should incorporate a scale inhibitor injection system feeding 2 - 5 mg/l of a scale inhibitor/dispersant such as Vitec 3000 before the cartridge filter inlet. The scale inhibitor day tank should be equipped with a level sensor, which shuts the RO system down if the solution runs out. A high quality, low-range flow meter should be incorporated on the chemical injection line.

A post-flush with low-pressure raw water should be incorporated upon R/O system shut-down to displace concentrated water from within the membranes.

In conclusion, the pilot unit ran successfully for over 2000 hours on the Washington well water. The performance of the pilot system was very good and the permeate quality indicated excellent impurity removal.

Harn R/O would like to thank the City of Washington and their consulting engineer, Fox Engineering and especially the employees who operated the pilot plant, for their diligent efforts in operating and maintaining the pilot system and in collecting the daily data – especially Chad McCleary with the City and Steve Troyer and Rob Baker with Fox Engineering. Their conscientious efforts in monitoring and reporting events contributed to making this pilot study successful and developing beneficial, reliable results. We look forward to continuing to work with the City and Fox Engineering on this project for the implementation of the full size production reverse osmosis system.

*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**

March 31, 2016

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

From: Brent Hinson  
City Administrator

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

Re: Well #6 & Water Plant Task Orders

We have on the agenda two engineering task orders for FOX Engineering. The first is for Well #6. This covers the full design needed for a recasing and upgrade project, as was discussed prior to the failure of Well #7 earlier in March. Even though the plans for this project may end up setting on the shelf for as much as a year or two while we work on Well #7, we think it makes sense for FOX to finish things up so that we'll be able to immediately get a DNR construction permit as soon as we're ready to go on that project. There is also a lot of overlap between the design for the improvements to Well #6 and the likely recommended improvements for Well #7, so that should help save some time on Well #7 improvements also.

The Water Plant improvements task order is a big one. We have been working toward this point for the past four years, and now with the completion of the RO pilot study, we are on track to start design of the improvements. The design will take a little under a year, as we expect to be able to go to bid next spring. This project is expected to be financed with a State Revolving Fund loan and hopefully also a Community Development Block Grant. The project cannot get started soon enough, as the Council is well aware, given the many problems with the current plant.

Steve Troyer from FOX Engineering will be present to answer any questions related to these task orders.

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

**1. BACKGROUND DATA:**

- a. Effective Date of Owner-Engineer Agreement: May 1, 2013 – Master Agreement  
October 15, 2015 – Task Order 3424-15C
- b. Owner: City of Washington, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: Well 6 Pump Replacement and Well Re-casing

**2. DESCRIPTION OF MODIFICATIONS:**

- A. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
  - 1. Task Order 3424-15C is amended to add design and construction services related to casing improvements at Well 6 to the existing scope of services related to pump replacement. The modifications to engineering services are generally described below.
    - a. This amendment is to provide engineering services in support of improving a deteriorated well casing that has recently been evaluated. The well casing shall be improved by placing a new casing shoe, installing a smaller diameter casing in the well and pumping grout around the outside of the new casing. After the grout has cured, the well will be video inspected, test pumped, and then the previously planned pump installation and electrical work (per Task Order 3424-15C) will be executed, all under one prime construction contract.
    - b. Adding the casing improvement work to the construction contract shall require the project to be publically bid; Engineer shall provide certified engineering plans and specifications and shall submit a construction permit application to the Iowa Department of Natural Resources.
    - c. The casing improvement is expected to require a well water pollution prevention plan (WWPPP) and permitting under General Permit No. 6 for well water discharges.
    - d. Task Order 3424-15C, item B.4 (Description of work) anticipated modem replacement in the Contractor's scope of work. Engineer will evaluate Well 6 and Well 7 communications paths to the water treatment plant, with the goal of upgrading to radio-based instead of the existing modem-based equipment if possible. Either new modems or radio equipment will be designed.
  - 2. In reference to Task Order No. 3424-15C, the services of the Engineer shall be modified as follows:
    - a. **A1.01 (Study and Report Phase)** – phase has been completed. No further additional work required.
    - b. **A1.02 (Preliminary Design Phase)** – phase does not apply; no changes.



- c. **A1.03 (Final Design Phase)** – Services to be modified as follows:
- i. Items 1. Through 3. Under this phase in Task Order 3424-15C, which pertained to engineering services related to obtaining quotations, no longer apply and are deleted.
  - ii. Drawings shall be schematic in nature and will not be based on surveyed information.
  - iii. The Engineer shall evaluate use of radio communications for Well 6 and Well 7, instead of modem-based equipment. Either new modems or radio equipment will be designed.
  - iv. The Engineer shall prepare the Iowa DNR Construction Permit Application and Well Water Pollution Prevention Plan (WWPPP) to be executed and submitted by the Owner and Contractor.
  - v. The Engineer shall provide services as described under Exhibit A of the Master Agreement, paragraph A1.03.
- d. **A1.04 (Bidding Phase)** – Services to be modified as follows:
- i. Items 1 and 3 under A1.04 of Task Order 3424-15C, which were engineering services related to quotations, no longer apply and are deleted.
  - ii. Services under Exhibit A of the Master Agreement, paragraph A1.04 will be provided.
- e. **A1.05 (Construction Phase)** – Services are to be modified as follows:
- i. Items 2, 3, 5, 6, 7 under A1.05 of Task Order 3424-15C, which were based on only installation of a replacement pump, no longer apply and are deleted.
  - ii. Services under Exhibit A of the Master Agreement, paragraph A1.04 will be provided, with the following clarifications and exceptions:
    01. Engineer shall attend a preconstruction conference.
    02. No progress meetings are anticipated.
    03. At least one site visit shall be made upon substantial completion. If more than one construction site visit is necessary, it will be provided as an additional service.
    04. Construction staking services are not expected to be necessary, and are not included.
    05. RPR services are included to monitor progress of the work, observe compliance with the WWPPP, and to document quantities used by the Contractor for use in evaluating payment requests. Three site visits are anticipated.

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

<b>Phase (Basis of Payment)</b>	<b>Original Amount</b>	<b>Change Amount</b>	<b>Final Amount</b>
Study/Report (Hourly)	\$3,995.00	N/A (completed)	\$5,776.00 <sup>[1]</sup>
Design (Lump Sum)	\$6,720.00	\$21,604.00	\$28,324.00 <sup>[2]</sup>
Bidding (Lump Sum)	\$2,320.00	\$2,448.00	\$4,768.00
Bid Documents (Per set, est. total <sup>[3]</sup> )	\$0.00	\$300.00	\$300.00
Construction Phase (Hourly, est. <sup>[4]</sup> )	\$1,475.00	\$9624.00	\$11,099.00
RPR Services (Hourly, ets. <sup>[4]</sup> )	\$0.00	\$3,221.00	\$3,221.00
<b>Total</b>	<b>\$14,510.00</b>	<b>\$37,197.00</b>	<b>\$53,488.00</b>

Notes:

[1] The Study phase was completed prior to the time of this Amendment and required more time than initially anticipated to complete; the original estimated amount (\$3995/00) differs from the amount billed to date (\$5,766.00). This amendment was does not change the study phase amount, which had already been completed.

[2] This amount includes the amount previously billed to this phase prior to this Amendment (\$6,048) and the proposed cost of the change in design scope.

[3] Each Bidder can request a paper set of bidding documents; Engineer reproduces and ships the set of bidding documents to the Contractor, and bills the Owner at a fixed cost of \$30 per set; fee estimated is based on 10 sets.

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

C. The schedule for rendering services is modified as follows:

<u>Phase</u>	<u>Original was in Days</u>	<u>Change in Days</u>	<u>New Days / Completion Date</u>
Final Design	30	-	March 30, 2016
Bidding Phase	30	0	30 days
Construction Phase	60	15	75 days (estimated)

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

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

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

OWNER:

City of Washington, Washington, Iowa

By:

Title:

Date Signed:

ENGINEER:

FOX Engineering Associates, Inc.

By:

Steven J. Troyer

Title: Principal

Date Signed:

3-10-16

# Task Order No. 3424-16A

**Task Order No. 3424-16A  
consisting of 5 pages.**

## Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated May 1, 2013 ("Agreement"), Owner and Engineer agree as follows:

### Specific Project Data

- A. Title:** Water Treatment Plant Improvements - Washington, Iowa
- B. Description:** The City of Washington is planning to update and expand its water plant. A facility plan was completed in April 2013, titled "Water System Facility Plan, City of Washington, Iowa". This facility plan identified improvements for updating and expanding the water supply, treatment, and storage facilities. The city has completed some of the recommended storage improvements and is in the process of completing some improvements to the wells. This Task Order includes design, bidding, and construction phase services as identified below for the Water Treatment Plant Improvements identified in the facility plan.
1. **Services of Engineer** - Services of Engineer for this Task Order No. 3424-16A shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

#### Part 1 -- Basic Services

**A1.01 Study and Report Phase** – Completed under a prior agreement; not included.

**A1.02 Preliminary Design Phase** - As per Exhibit A, but with the following additions or modifications:

A.1. Prepare procurement bidding documents for the RO equipment and assist the Owner in receiving bids for and procurement of the RO equipment.

A.5. Meetings

a. Kickoff meeting with City Staff

b. Two preliminary design meetings with Staff.

A.6. Furnish two (2) paper review copies and an electronic PDF of the Preliminary Design Phase documents and any other deliverables to Owner.

**A1.03 Final Design Phase** - As per Exhibit A, but with the following additions or modifications:

A.2 Include the following as part of the Final Design Phase:

a. Prepare a storm water pollution prevention plan (SWPPP) and include it in the final design documents.

b. Engineer shall prepare IDNR Construction Permit Applications and IDNR Registration for Stationary Compression Ignition Internal Combustion Engines (for backup power generator). Permit forms to be executed and submitted by Owner.

b. Assist the Owner in preparation of State Revolving Fund (SRF) loan applications and environmental information documentation required for the SRF program.

## Task Order No. 3424-16A

- A.5. Furnish two (2) paper copies and an electronic PDF of the Final Design Phase documents and any other deliverables to Owner. Meetings:
  - a. Two final design review meetings with City Staff.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is one (1).

### **A1.04 Bidding or Negotiating Phase** - As per Exhibit A, but with the following additions or modifications:

- A.1. Costs for bid document printing and distribution will be paid by the Owner as an additional expense.

### **A1.05 Construction Phase** - As per Exhibit A, but with the following additions or modifications:

- A.1. Engineer shall coordinate the setup of the project website with the service provider at the start of construction. The costs for an online, web-based submittal and construction administration website and service will be included in the construction contract.
- A.2. Provide the part-time services of an RPR at the Site of the Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the in the Master Agreement, Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative". Exhibit D shall apply to this project in its entirety.
- A.5. Provide construction staking services for the water plant.

### **A1.06 Commissioning and Post-Construction Phase** - As per Exhibit A, but with the following additions or modifications:

- A.7. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

## **Part 2 -- Additional Services**

### **A2.01 Additional Services Requiring Owner's Authorization in Advance** - As per Exhibit A of the Master Agreement, except for services specifically identified in this document as part of the Basic Services, and with the following clarifications:

- A.1. Funding Assistance as described in the Master Agreement under A2.01.A.1 and other services required to comply with funding requirements as requested by the Owner (e.g. assistance with archaeological and historical investigations, SRF Davis-Bacon wage requirements, contractor payroll submittals, contractor employee pay interviews, American Iron & Steel Provisions).
- A.16 Providing Construction Phase services beyond the original date for final completion of the Work. Construction phase services are based on construction duration of 18 months.
- A.28 Services related to easement creation or acquisition, temporary easements or property access for construction on private property, and/or property acquisition related services.

## **2. Owner's Responsibilities** - Owner Responsibilities for this Task Order shall be as per Exhibit B of the Master Agreement and as modified below:

## Task Order No. 3424-16A

B.2.01. As per Exhibit B, but with the following additional responsibilities:

- C.3. The Owner shall be responsible for all property and easement acquisitions as per B.2.01.C.3, if required. The Owner will be responsible for all property appraisals.
- C.4. The Owner shall be responsible for and pay for all geotechnical investigations and services related to the project.
- F. Owner shall arrange for Engineer and Engineer's Consultants to access public and private properties for survey and other work that may be required for Engineer to perform services under this Task Order.
- H. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.
- O. The Owner shall pay for all Special Inspections and testing required during the construction phase.

### 3. Times for Rendering Services - Phases of work shall be provided as follows:

Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

<u>Phase</u>	<u>Anticipated Completion Date</u>
Preliminary Design Phase	Deliver to Owner within 150 days of authorization to proceed
Final Design Phase	Deliver to Owner within 150 days of completion of previous phase
Bidding Phase	Estimated 60 days after acceptance of final design
Construction Phase	As required for construction (estimated 18 months)
Commissioning & Post Construction	Two years after completion of construction.

### 4. Payments to Engineer for Services and Reimbursable Expenses

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

	<b>Fee Basis</b>	<b>Amount</b>
<b>Basic Services</b>		
Preliminary Design Phase	Method A. Lump Sum	\$126,460
Final Design Phase	Method A. Lump Sum	\$177,830
Bidding Phase	Method A. Lump Sum	\$16,780
Construction Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$153,780 (estimated)
RPR Services	Method B. Standard Hourly Rates + Reimbursable Expenses	\$40,000 (estimated; approx. 400 hrs)
Commissioning and Post-Construction Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$19,800 (estimated)
Additional Services		To Be Determined, if needed
<b>Total</b>		<b>\$534,650</b>

# Task Order No. 3424-16A

**Notes:**

- (1) Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
- (2) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts. Engineer will request written authorization from Owner to continue such services should the accumulated hourly amounts charged for any given task or phase reach the estimated total amounts given above.
- (3) Total lump sum fee is \$321,070.
- (4) Total hourly estimated fee is \$213,580.

**5. Engineer's Consultants:**

- (1) Rietz Consultants
- (2) Riesberg Engineering Company

**6. Other Modifications to Master Agreement:**

The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.

**7. Attachments - None**

**8. Documents Incorporated By Reference - None**

**Approval and Acceptance:** Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2016.

**Engineer**

**Owner**

\_\_\_\_\_  
Signature Date  
  
Steven J. Troyer, P.E.  
\_\_\_\_\_  
Name  
  
Principal  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

**Authorized Representative for Task Order:**

**Authorized Representative for Task Order:**

Steven J. Troyer, P.E.  
\_\_\_\_\_  
Name  
  
Principal / Project Manager  
\_\_\_\_\_

\_\_\_\_\_  
Name  
  
\_\_\_\_\_

## Task Order No. 3424-16A

Title

414 South 17<sup>th</sup> Street, Suite 107, Ames, IA 50010  
Address

[stroyer@foxeng.com](mailto:stroyer@foxeng.com)  
E-Mail Address

515-233-0000  
Phone

515-233-0103  
Fax

Title

          
Address

          
E-Mail Address

          
Phone

          
Fax

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



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

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## **Memorandum**

March 31, 2016

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

From: Brent Hinson  
City Administrator

Re: Wellness Park Farm Lease

The Council is asked to approve the attached farm lease with the Washington FFA Land Lab for the coming year. The proposed lease rate is \$240/acre, which is where the market appears to be versus the previous \$265/acre we had been getting the past 3 years. We are also pulling the YMCA facility parcel out of the lease, and plan to have that custom-farmed as we do with the Business Park ground. Custom farming gives us much more flexibility, so that if development activities on the parcel need to start before the crop is ready, we do not have to pay a tenant farmer crop damages. The lease also includes a 9.45 acre parcel adjacent to Elm Grove Cemetery that the FFA has leased each of the past 3 years.



## FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Washington, Iowa ("Landlord"), whose address for the purpose of this Lease is 215 E. Washington Street, Washington, Iowa 52353 and Washington FFA Lab (the "Tenant"), whose address for the purpose of this Lease is 1111 South Avenue B, Washington, Iowa 52353.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in WASHINGTON County, Iowa (collectively the "Parcel"):

A parcel of land located in the SE ¼ of Section 7, Township 75 North, Range 7 West of the 5<sup>th</sup> P.M., legally described as Auditor's Parcel B and Auditor's Parcel C, as shown on that certain Plat of Survey recorded in Plat Book 14, page 324, in the Office of the Washington County Recorder, excepting and excluding therefrom, that certain parcel being the site of a water tower constructed in 2015 and planned to be utilized for construction of a new YMCA facility, said parcel being depicted on Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

AND

A parcel of land located in the SE 1/4 of Section 7, Township 75 North, Range 7 West of the 5th P.M., as shown on that certain Plat of Survey recorded in Plat Book 14 at page 324, Records of the Washington County Recorder, excepting and excluding therefrom: Auditor's Parcel D and that certain area reserved for a soccer field by the Landlord attached as Exhibit "A" attached hereto, containing approximately 30.68 acres, more or less.

AND

That certain 9.45 acre parcel as depicted on Exhibit "B" attached hereto, said parcel being located west of the cemetery.

In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent to be payable as follows:

Auditor's Parcel B&C:	\$9,288.00
30.68-acre parcel:	\$7,363.20
9.45-acre parcel:	\$2,268.00
<b>TOTAL RENT:</b>	<b>\$18,919.20</b>

The TOTAL RENT referenced above is to be paid to Landlord by May 1, 2016, at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent.

Payments from participation in these programs shall be divided 0 % Landlord 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant.

Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

**3. LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

**4. INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant

such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other	0	100

Phosphate and potash on oats or beans shall be allocated 33% the first year and 67% the second year, and on all other crops allocated 33% the first year and 67% the second year. Lime and trace minerals shall be allocated over 2 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals YES.

**5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use

these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

## 6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year.

Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

**7. TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

**8. POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

**9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

**10. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

**11. REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

**12. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

**13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

**14. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

**15. NO AGENCY.** Tenant is not an agent of the Landlord.

**16. TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

**18. ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

**19. ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any

of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

21. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

22. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

23. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

24. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TENANT:**

**CITY OF WASHINGTON, IOWA**

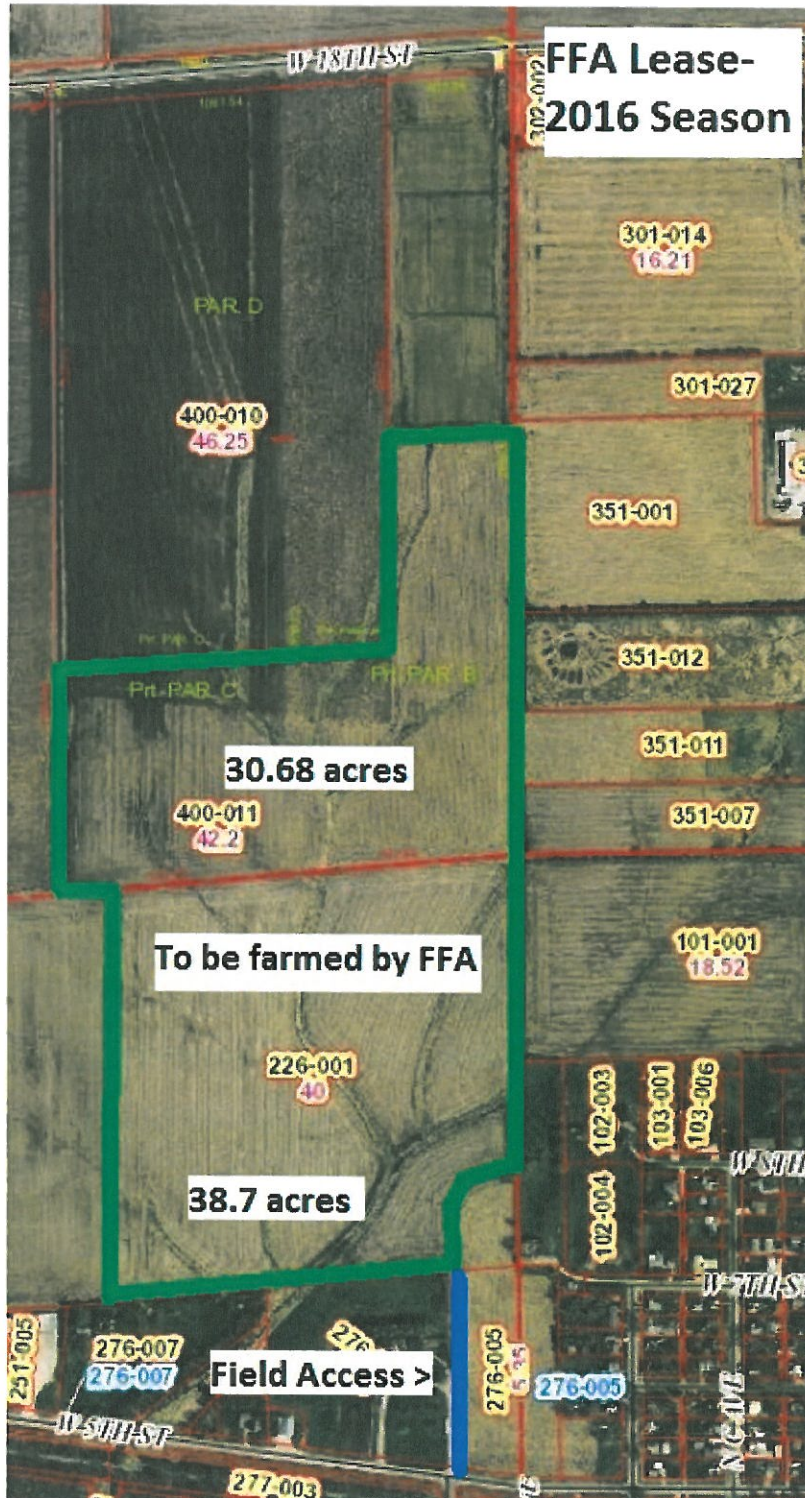
By: \_\_\_\_\_

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

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

ATTEST:

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





FFA Farm Lease 2016: Exhibit B





**FOR YOUTH DEVELOPMENT<sup>®</sup>  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

DATE: April 1, 2016  
TO: Washington City Council  
FROM: Becky Harkema, CEO  
RE: Referendum

Please consider this letter as a request to hold a referendum on August 2, 2016, for a total of \$3,000,000.

As you may know the YMCA began a capital campaign in September 2015. Currently we have raised \$6,000,000. We have approached Vision Iowa for a gift of \$1,500,000. Our next step is to have the Washington City Council consider a referendum of \$3,000,000.

The YMCA of Washington County, Iowa has facilities in Washington, Wellman and Kalona, Iowa. The current facility in Washington, Iowa is ninety-two years old. Program spaces are too small for the YMCA's growing membership and there are many structural issues throughout the facility. The YMCA of Washington County has 3500 members and serves another 4,400 non-members. Due to these two issues the YMCA board of directors embarked on a feasibility study three years ago. Community leaders supported the idea so a facility design for a new YMCA was developed. This facility plan will now include a six-lane pool, full-size gymnasium, fitness area with two aerobic studios, two multi-room spaces, locker rooms and a lobby. It will be located 0.48 miles from the Washington downtown square, and we are very thankful that the City of Washington donated this site to the YMCA.

Thank you for your consideration.

**YMCA of WASHINGTON COUNTY IOWA**  
121 E Main Street Washington, Iowa 52353  
Phone: 319-653-2141 Fax: 319-653-2142 [www.washingtony.org](http://www.washingtony.org)

*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**

April 1, 2016

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

From: Brent Hinson  
City Administrator

Re: YMCA Facilities Planning

I previously related to you that the YMCA would likely be coming back to the City Council in the near future in reference to their fundraising effort for the new facility. They continue to work through the Vision Iowa grant process, and apparently that board feels they need additional public funding for the project. The Vision Iowa board is being asked to put \$1.5 million into the project.

Including that grant process, the YMCA is trying to raise a total of \$10.8 million for the project. Thus far, they have approximately \$6 million committed (not counting Vision Iowa). The YMCA is now asking if there is a possibility of the City agreeing to a voted referendum on their facility. Wellman already has a very nice recreation facility in place that happened due to a vote of the people and the resulting City of Wellman bond issue, and Kalona voters approved the same thing on March 1.

A voted referendum could provide the boost needed to get the new facility constructed, and could allow for a 6-lane pool and also funding for dealing with the existing facility. With those pre-conditions and assuming a Vision Iowa grant award, it is likely that the YMCA would still need to raise \$1-\$1.5 million in additional private funds from the community. However, by dealing with two of the major concerns that have been expressed by the public, we could perhaps play the pivotal role at this point in making the project a big success for the community. The maximum referendum amount the City could afford to do to keep an acceptable debt ratio is \$3 million (see the attached spreadsheet, which has been updated from what we discussed late last year). This amount, approved by at least 60% of voters and borrowed over 20 years, would add approximately \$0.98/\$1,000 valuation to our tax levy, or approximately \$55/year for the owner of a \$100,000 house.

This assumes that we would not change any of our previously established capital improvement plans, which would make the issue a bit easier to deal with for the Council. The issue could be framed as simply letting the people vote, with members of the public knowing that a “yes” vote would result in a tax increase for the project.

City involvement in the financing of the project in this way would be very different from how the City of Washington has done things in the past. There are a number of potential downsides. For example, this could potentially contribute to “referendum fatigue”- doing a referendum for this purpose now could possibly impact our ability to pass a Fire Station referendum later. Doing this would also increase the tax levy from approximately \$15.82/\$1,000 to \$16.80/\$1,000. Finally, this decision might be perceived negatively by the community as an inappropriate role for the City to take in a project of this nature.

The Council will need to determine how significant all of the above considerations are to making a decision on the request. There are certainly many additional details that would need to be nailed down at future meetings even if the Council was unanimously in favor of granting the request when it was first introduced. I have checked with Ahlers & Cooney, our bond counsel, and it sounds like the referendum request itself could be dealt with in a fairly straightforward manner, without any City ownership of the building.

This is a challenging request for the Council to handle. On one hand, we could be a big part of a major community success that benefits the area for many years, or on the other hand, we could potentially be involved with an issue that hurts people’s perceptions of our performance as custodians of the community and guardians of the public purse. The decision is in the hands of the Council.

City of Washington  
Projection of G.O. Debt Capacity

FY	Gross Debt Limit	Effective (70%) Debt Limit	Existing G.O. Debt	Biz Park Phase 1 Series 2016	Fire Station/I&I Series 2017	Mun Bldg/Wellness Series 2018	West Buchanan Series 2021	Streetscape Series 2024	YMCA Facility Series 2016	Street Program Annual	TIF Rebates	Total G.O. Debt	% of Debt Limit	Spare G.O. Capacity
2016	17,529,690	12,270,783	\$6,775,171	\$215,000								\$6,990,171	39.88%	\$5,280,612.50
2017	18,249,937	12,774,956	\$5,878,390	\$215,000	\$2,800,000				\$3,000,000	\$270,000	\$11,033	\$12,174,423	66.71%	\$600,533.34
2018	18,432,436	12,902,705	\$4,958,498	\$205,000	\$2,612,943	\$1,700,000			\$2,899,255	\$450,000	\$11,529	\$12,837,224	69.64%	\$65,481.22
2019	18,616,761	13,031,733	\$4,064,892	\$130,000	\$2,418,404	\$1,642,911			\$2,794,480	\$600,000	\$11,529	\$11,662,215	62.64%	\$1,369,517.22
2020	18,802,928	13,162,050	\$3,695,000	\$50,000	\$2,216,084	\$1,583,538			\$2,685,514	\$700,000	\$11,529	\$10,941,664	58.19%	\$2,220,385.60
2021	18,990,958	13,293,670	\$3,370,000	\$0	\$2,003,670	\$1,521,791	\$750,000		\$2,572,189	\$750,000	\$11,140	\$10,980,790	57.82%	\$2,312,880.65
2022	19,180,867	13,426,607	\$3,100,000		\$1,786,840	\$1,457,574	\$668,604		\$2,454,331	\$750,000	\$8,730	\$10,226,079	53.31%	\$3,200,528.08
2023	19,372,676	13,560,873	\$2,825,000		\$1,559,257	\$1,390,788	\$583,952		\$2,331,759	\$750,000	\$8,730	\$9,449,486	48.78%	\$4,111,387.03
2024	19,566,403	13,696,482	\$2,540,000		\$1,322,571	\$1,321,330	\$495,915	\$2,000,000	\$2,204,284	\$750,000	\$8,730	\$10,642,829	54.39%	\$3,053,652.38
2025	19,762,067	13,833,447	\$2,245,000		\$1,243,026	\$1,249,094	\$404,355	\$1,932,837	\$2,071,710	\$750,000	\$8,730	\$9,904,753	50.12%	\$3,928,693.96
2026	19,959,687	13,971,781	\$1,940,000		\$1,160,300	\$1,173,969	\$309,134	\$1,862,986	\$1,933,834	\$750,000	\$8,730	\$9,138,953	45.79%	\$4,832,828.25
2027	20,159,284	14,111,499	\$1,625,000		\$1,074,265	\$1,095,839	\$210,103	\$1,790,342	\$1,790,442	\$750,000	\$2,291	\$8,338,283	41.36%	\$5,773,216.40
2028	20,360,877	14,252,614	\$1,290,000		\$984,788	\$1,014,584	\$107,111	\$1,714,793	\$1,641,314	\$750,000	\$2,291	\$7,504,881	36.86%	\$6,747,732.48
2029	20,564,486	14,395,140	\$940,000		\$891,733	\$930,078	\$0	\$1,636,221	\$1,486,221	\$750,000	\$2,291	\$6,636,544	32.27%	\$7,758,595.82
2030	20,770,131	14,539,091	\$610,000		\$794,955	\$842,192		\$1,554,506	\$1,324,925	\$750,000	\$791	\$5,877,369	28.30%	\$8,661,721.98
2031	20,977,832	14,684,482	\$495,000		\$694,306	\$750,791		\$1,469,523	\$1,157,177	\$750,000	\$791	\$5,317,588	25.35%	\$9,366,894.64
2032	21,187,610	14,831,327	\$375,000		\$589,631	\$655,733		\$1,381,140	\$982,719	\$750,000	\$791	\$4,735,015	22.35%	\$10,096,312.49
2033	21,399,486	14,979,640	\$255,000		\$480,769	\$556,874		\$1,289,222	\$801,282	\$750,000	\$791	\$4,133,939	19.32%	\$10,845,701.69
2034	21,613,481	15,129,437	\$130,000		\$367,553	\$454,060		\$1,193,628	\$612,588	\$750,000	\$791	\$3,508,620	16.23%	\$11,620,817.06
2035	21,829,616	15,280,731	\$0		\$249,808	\$347,133		\$1,094,209	\$416,346	\$750,000	\$791	\$2,858,288	13.09%	\$12,422,443.16
2036	22,047,912	15,433,539	\$0		\$127,353	\$235,930		\$990,814	\$212,255	\$750,000	\$791	\$2,317,143	10.51%	\$13,116,395.47
2037	22,268,391	15,587,874	\$0		\$0	\$120,278		\$883,283	\$0	\$750,000	\$0	\$1,753,561	7.87%	\$13,834,312.82
2038	22,491,075	15,743,753	\$0		\$0	\$0		\$771,451	\$0	\$750,000	\$0	\$1,521,451	6.76%	\$14,222,301.46
2039	22,715,986	15,901,190	\$0		\$0	\$0		\$655,146	\$0	\$750,000	\$0	\$1,405,146	6.19%	\$14,496,044.44
2040	22,943,146	16,060,202	\$0		\$0	\$0		\$534,188	\$0	\$750,000	\$0	\$1,284,188	5.60%	\$14,776,014.01

\* "% of Debt Limit" column is relative to "Gross Debt Limit", while "Spare G.O. Capacity" is relative to "Effective (70%) Debt Limit"

*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**

March 31, 2016

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

From: Brent Hinson  
City Administrator

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

Re: Sale of Surplus Equipment

As you can probably imagine, from time to time, we have old equipment that has either been replaced by a new piece of equipment, or is obsolete, inoperable, or otherwise not worth repairing. In the past, this process has pretty much just run through the M/C Department. Kelsey, in reviewing our policies and procedures, brought up that the City Council should probably be signing off on disposal of any equipment as a "check and balance". I agree that this would be a good move, and therefore recommend from this point forward that any surplus equipment proposed to be disposed of should run through the Council's consent agenda. This provides for the necessary oversight, without being too cumbersome for the staff.

Our equipment is typically sold on a public surplus auction website. This is a simple way of ensuring that we meet the intent of the public bid law, and we have had good results with getting return the past several years using this method.

This time around, Zach has identified six pieces of equipment for disposal (see attached).

## Brent Hinson

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**From:** Zach Wibstad  
**Sent:** Thursday, March 31, 2016 9:34 AM  
**To:** Illa Earnest; Jj Bell; Tim Kleese; Brent Hinson  
**Subject:** Re:

City Council,

There are two police vehicles that have been retired from service that I would like to try to auction off on Public Surplus.

Unit 969 was a police patrol vehicle. It is an 08 Ford Crown Vic. It was removed from service due to low engine compression, and the transmission failed. We have pulled parts off of this unit to use on unit 92. Which Ron See is currently using. I will try to sell via online auction. If it does not sell then I will look towards taking it to the scrap yard.

Unit 672 is an 04 Dodge Intrepid that Shawn Ellingson was using. It was removed from service due to a cracked cylinder head that was causing it to put combustion gasses into the cooling system. The vehicle was overheating rapidly, it has considerable miles on it and is starting to rust out badly. I will also try to sell this on Public Surplus online auction site.. If it does not sell then it will be one that we can also take to the scrap yard. I have had great luck in the past using Public Surplus to sell old equipment and vehicles. It protects the seller and the buyer by a contract that upholds current Iowa law. It also offers a seven year audit trail. Public Surplus receives the payment and verifies the funds are available before we release the vehicles.

Other equipment that the M/C Dept. would like to try to and sell with your permission are as follows-(this equipment is outdated and no longer repairable).

1988 Cimline Deluxe 35HP concrete saw. Runs rough, bearings are out, causing the blade not to cut straight.

1970 Massey-Harris MH-50 Tractor. Has a cracked cylinder head, hard to start, runs rough and overheats.

1986 Midwestern 4000 Roller. Transmission is out, will not drive

1995 Giant-Vac model 5600. Worn out.

*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**

March 31, 2016

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

From: Brent Hinson  
City Administrator

Re: General Obligation Bonds, Series 2016A, B & C

We have a total of seven items on the April 5 agenda related to the recent bond sale. First, there is a Municipal Advisor Agreement with Public Financial Management (PFM), our financial consultant. Under new SEC rules, PFM and Ahlers & Cooney are required to have a new agreement for each time we go to the market for bids on municipal bonds. The Council approved the agreement with Ahlers & Cooney previously. PFM did a great job for us on these bond issues, and their expertise helped us maximize our return on the refunding. The \$323,607.54 savings we discussed is net of all fees from PFM and Ahlers & Cooney, so it represents the true savings from these refundings.

The other items are 2 resolutions each for 2016A (non-taxable refunding of 2009 G.O. Bonds), 2016B (taxable refunding of 2009 G.O. Bonds), and 2016C (non-taxable refunding of 2008 G.O. Bonds and new issuance for 2016 Street Program and Business Park). These are the standard resolutions expected at this point in the process; however, we end up having to do nearly identical resolutions for each of the three issuances.



**PUBLIC FINANCIAL MANAGEMENT, INC.**

**AGREEMENT FOR MUNICIPAL ADVISORY SERVICES**

This agreement, made and entered into this 15<sup>th</sup> day of March 2016, by and between the City of Washington, Iowa (“Client”) and Public Financial Management, Inc., (hereinafter called the “Municipal Advisor” or “PFM”) sets forth the terms and conditions under which the Municipal Advisor shall provide services for the issuance of \$1,770,000 General Obligation Refunding Bonds, Series 2016A, \$630,000 Taxable General Obligation Refunding Bonds, Series 2016B, and \$1,470,000 General Obligation Bonds, Series 2016C (collectively the “Bonds”).

WHEREAS, Client is desirous of obtaining the services of a Municipal Advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary municipal advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Client services related to financial planning, budget and strategic advice and planning, credit development and services related to debt issuance, examples of which, not intended to be exclusive, are set forth in Exhibit A to this agreement.

**II. WORK SCHEDULE**

The services of the Municipal Advisor are to commence as soon as practicable after the execution of this agreement and a request by the Client for such service.

**III. MUNICIPAL ADVISORY COMPENSATION**

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to the issuance of Bonds, PFM will be paid a fee of \$15,000 for Series 2016A, \$6,300 for Series 2016B, and \$15,000 for Series 2016C at closing of the transaction.

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for actual costs associated with official statement production and distribution which includes printing of the official statement and internet posting of the official statement (\$300) as well as any associated travel expenses. Appropriate documentation for out-of-pocket expenses will be provided.

**IV. TERMS AND TERMINATION**

This agreement shall remain in effect until the closing of the Bond transactions described above and funds have been delivered to the Client.

**V. NON-ASSIGNABILITY**

PFM shall not assign any interest in this agreement or subcontract any of the work performed under the agreement without the prior written consent of the Client.

**VI. INFORMATION TO BE FURNISHED TO THE MUNICIPAL ADVISOR**

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this agreement shall be furnished to the Municipal Advisor and the Client shall cooperate with the Municipal Advisor in all reasonable ways.

**VII. ENTIRE AGREEMENT**

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

**VIII. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

PFM does not anticipate any impairment of fiduciary responsibilities related to this engagement.

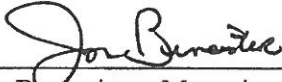
IN WITNESS THEREOF, the Client and PFM have executed this agreement as of the day and year herein above written.

**City of Washington, Iowa**

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

Date: \_\_\_\_\_

**PUBLIC FINANCIAL MANAGEMENT, INC.**

By:   
Jon Burmeister, Managing Director

Date: March 15, 2016

## EXHIBIT A

1. Services Related to Debt Transactions (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements, if necessary.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund, if necessary.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, verification agent, escrow agent, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation, if necessary.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and

enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist the Client in the preparation of the offering document, it being specifically understood that Municipal Advisor is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with the Client.
- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.
- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make in writing definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

**ITEMS TO INCLUDE ON AGENDA FOR APRIL 5, 2016**

**CITY OF WASHINGTON, IOWA**

\$1,770,000 General Obligation Refunding Bonds, Series 2016A.

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate, Continuing Disclosure Certificate and Refunding Trust Agreement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 5, 2016

The City Council of the City of Washington, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, 120 E. Main Street, Washington, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

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

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

\_\_\_\_\_

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

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

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

WHEREAS, \$1,770,000 General Obligation Refunding Bonds, Series 2016A, dated April 19, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

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

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

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,770,000 General Obligation Refunding Bonds, Series 2016A, dated April 19, 2016.

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

PASSED AND APPROVED this 5th day of April, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,770,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE, CONTINUING DISCLOSURE CERTIFICATE AND REFUNDING TRUST AGREEMENT" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

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

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

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

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$1,770,000 GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2016A, AND LEVYING A TAX  
TO PAY SAID BONDS; APPROVAL OF THE TAX  
EXEMPTION CERTIFICATE, CONTINUING DISCLOSURE  
CERTIFICATE AND REFUNDING TRUST AGREEMENT

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

WHEREAS, the Issuer is in need of funds to pay costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, essential corporate purpose, and it is deemed necessary and advisable that General Obligation Refunding Bonds, to the amount of not to exceed \$4,160,000 be authorized for said purpose; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$1,770,000 General Obligation Refunding Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$1,770,000 General Obligation Refunding Bonds, Series 2016A, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Crossover Date" shall mean June 1, 2017.
- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Escrow Fund" shall mean the fund established under the terms of a Refunding Trust Agreement dated April 19, 2016, for the deposit of the proceeds of the Bonds issued hereunder.

- "Issuer" and "City" shall mean the City of Washington, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$1,730,000 of the \$3,500,000 General Obligation Capital Loan Notes, Series 2009, dated June 17, 2009.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Finance Director and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Trustee" shall mean Bankers Trust Company of Des Moines, Iowa, or its successor as may be approved pursuant to the "Refunding Trust Agreement" referred to herein between the Issuer and the Trustee for the purpose of insuring the payment of the outstanding Bonds.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Washington, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ - 0 -*	2016/2017
\$155,870	2017/2018
\$163,700	2018/2019
\$165,870	2019/2020
\$168,170	2020/2021
\$165,370	2021/2022
\$172,570	2022/2023
\$174,570	2023/2024
\$171,470	2024/2025
\$173,370	2025/2026
\$175,170	2026/2027
\$176,870	2027/2028
\$153,300	2028/2029

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016 will be collected during the fiscal year commencing July 1, 2017.)

The following amounts of interest will be paid from the Escrow Fund described in Section 17 of this Resolution:

AMOUNT OF INTEREST PAID	FISCAL YEAR (JULY 1 TO JUNE 30) IN WHICH PAYMENT IS MADE
\$40,055	2016/2017

\* Tax levies heretofore made pursuant to the provisions of Chapter 76 of the Code of Iowa, for payment of the issue of Notes being refunded, as set forth in the schedule attached as Exhibit "A", shall remain in effect as levied and be collected and applied as provided in the resolution authorizing the Series 2009 General Obligation Capital Loan Notes dated June 17, 2009 levying such taxes through the fiscal year ending June 30, 2017, and shall be spread upon the tax rolls and collected in all such years unless the Trustee of the Refunding Trust Agreement authorized by Section 17 hereof shall certify to the Issuer and the Issuer shall certify in turn to the County Auditor that the Trustee has available moneys with which to pay the principal and interest of Notes being refunded.

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Washington County, Iowa and the Auditor is

hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION REFUNDING BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds shall be credited to the Escrow Fund, pursuant to Section 17 of this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2016, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2016, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Refunding Bonds of the City in the amount of \$1,770,000, shall be issued pursuant to the provisions of Section 384.25 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION REFUNDING BOND, SERIES 2016A", be dated April 19, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed

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

Principal Amount	Interest Rate	Maturity June 1st
\$120,000	2.000%	2018
\$130,000	2.000%	2019
\$135,000	2.000%	2020
\$140,000	2.000%	2021
\$140,000	2.000%	2022
\$150,000	2.000%	2023
\$155,000	2.000%	2024
\$155,000	2.000%	2025
\$160,000	2.000%	2026
\$165,000	2.000%	2027
\$170,000	2.100%	2028
\$150,000	2.200%	2029

b) Redemption.

Optional Redemption. Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial

ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

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

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

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the

availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.



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

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

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

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

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

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

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

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

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

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

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

been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

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

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF WASHINGTON"  
"CITY OF WASHINGTON"  
"GENERAL OBLIGATION REFUNDING BOND"  
"SERIES 2016A"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: April 19, 2016  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

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

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above,

only upon presentation and surrender hereof at the office of Bankers Trust Company, Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

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

This Bond is issued by the City of Washington, State of Iowa, pursuant to the provisions of Section 384.25, of the Code of Iowa, for the purpose of paying costs of adjusting, extending and refunding existing general obligation indebtedness of the City of Washington, State of Iowa, the proceeds of the bonds of this issue being deposited in trust, pursuant to the terms of a Refunding Trust Agreement, and in conformity to a Resolution of the Council of the City, duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant

will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

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

Date of authentication: \_\_\_\_\_

This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar  
Des Moines, Iowa 50309

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

Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company  
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF WASHINGTON, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

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

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

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Any funds received from the Trustee for use of the Paying Agent, to pay principal and interest on the bonds to be refunded shall be held in cash or non-interest bearing demand deposits separate from all other moneys or accounts of the Issuer.

Section 17. Deposit of Proceeds in Escrow. \$1,784,928.25 of the proceeds derived from the sale of the bonds herein authorized, shall be placed in escrow with Bankers Trust Company as Trustee under the Refunding Trust Agreement dated as of April 19, 2016, which Trustee shall 1) hold such proceeds in a special and irrevocable trust fund, 2) invest such proceeds only in cash or direct obligations of the United States, and 3) apply such proceeds and earnings thereon only in accordance with the terms and conditions of the Refunding Trust Agreement in such manner that the amounts deposited will be sufficient, without the need of any further investment or reinvestment to retire all of the Refunded Bonds on June 1, 2017, the "Crossover Date", and to pay interest falling due on the Bonds on or before the Crossover Date. All the terms and conditions of the Refunding Trust Agreement are hereby incorporated by reference in this Resolution as if set forth herein in full. The Refunding Trust Agreement is hereby approved and confirmed as binding upon the Issuer, and the Mayor and Clerk are hereby authorized to execute the same on behalf of the Issuer and to authorize the Registrar to call the appropriate Refunded Bonds for redemption on the crossover date pursuant to the provisions of the resolution authorizing their issuance.

Section 18. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 19. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.



Section 20. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 21. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 22. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 23. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 24. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of April, 2016.

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Mayor

ATTEST:

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City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WASHINGTON )

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of Washington, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA FOR APRIL 5, 2016**

**CITY OF WASHINGTON, IOWA**

\$630,000 Taxable General Obligation Refunding Bonds, Series 2016B.

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Continuing Disclosure Certificate and Refunding Trust Agreement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 5, 2016

The City Council of the City of Washington, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, 120 E. Main Street, Washington, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

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

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

\_\_\_\_\_

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

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

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

WHEREAS, \$630,000 Taxable General Obligation Refunding Bonds, Series 2016B, dated April 19, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

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

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

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$630,000 Taxable General Obligation Refunding Bonds, Series 2016B, dated April 19, 2016.

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

PASSED AND APPROVED this 5th day of April, 2016.

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Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$630,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE AND REFUNDING TRUST AGREEMENT" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

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

\_\_\_\_\_

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

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

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$630,000 TAXABLE GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2016B, AND LEVYING A TAX  
TO PAY SAID BONDS; APPROVAL OF THE CONTINUING  
DISCLOSURE CERTIFICATE AND REFUNDING TRUST  
AGREEMENT

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

WHEREAS, the Issuer is in need of funds to pay costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, essential corporate purpose, and it is deemed necessary and advisable that Taxable General Obligation Refunding Bonds, to the amount of not to exceed \$4,160,000 be authorized for said purpose; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$630,000 General Obligation Refunding Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$630,000 Taxable General Obligation Refunding Bonds, Series 2016B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Escrow Fund" shall mean the fund established under the terms of a Refunding Trust Agreement dated April 19, 2016, for the deposit of the proceeds of the Bonds issued hereunder.
- "Issuer" and "City" shall mean the City of Washington, State of Iowa.



- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance.
- "Refunded Bonds" shall mean \$585,000 of the \$3,500,000 General Obligation Capital Loan Notes, Series 2009, dated June 17, 2009.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.
- "Trustee" shall mean Bankers Trust Company of Des Moines, Iowa, or its successor as may be approved pursuant to the "Refunding Trust Agreement" referred to herein between the Issuer and the Trustee for the purpose of insuring the payment of the outstanding Bonds.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Washington, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$53,607*	2016/2017
\$50,962	2017/2018
\$60,263	2018/2019
\$59,362	2019/2020
\$58,238	2020/2021
\$62,112	2021/2022
\$60,863	2022/2023
\$59,487	2023/2024
\$63,113	2024/2025
\$56,600	2025/2026
\$60,100	2026/2027
\$63,450	2027/2028
\$56/650	2028/2029

\*First year levy optional language: A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2017.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016 will be collected during the fiscal year commencing July 1, 2017.)

The levy of taxes for the Debt Service Fund of the Issuer for collection during the fiscal year July 1, 2016 to June 30, 2017 in the amount of \$53,607 is hereby transferred to and shall be security for the payment of principal of and interest on the Bonds hereinafter authorized to be issued. The levy of taxes to be collected in the fiscal year 2017/2018 may be adjusted to the extent of funds derived from the levy for the year 2016/2017 which are in fact devoted to the payment of principal and/or interest on the Bonds hereinafter authorized to be issued.

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Washington County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION REFUNDING BOND FUND NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds shall be credited to the Escrow Fund, pursuant to Section 17 of this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. Taxable General Obligation Refunding Bonds of the City in the amount of \$630,000, shall be issued pursuant to the provisions of Section 384.25 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2016B", be dated April 19, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
\$115,000	2.000%	2019*
\$140,000	2.500%	2022*
\$155,000	2.750%	2025*
\$220,000	3.000%	2029*

\*Term Bonds

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

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

Term Bond #1

Principal Amount	Interest Rate	Maturity June 1st
\$35,000	2.000%	2017
\$35,000	2.000%	2018
\$45,000	2.000%	2019 *

\*Final Maturity

Term Bond #2

Principal Amount	Interest Rate	Maturity June 1st
\$45,000	2.500%	2020
\$45,000	2.500%	2021
\$50,000	2.500%	2022 *

\*Final Maturity

Term Bond #3

Principal Amount	Interest Rate	Maturity June 1st
\$50,000	2.750%	2023
\$50,000	2.750%	2024
\$55,000	2.750%	2025 *

\*Final Maturity

Term Bond #4

Principal Amount	Interest Rate	Maturity June 1st
\$50,000	3.000%	2026
\$55,000	3.000%	2027
\$60,000	3.000%	2028
\$55,000	3.000%	2029 *

\*Final Maturity

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

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

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

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and

other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

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

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

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

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

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



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

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

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

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

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

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

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

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

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

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF WASHINGTON"  
"CITY OF WASHINGTON"  
"TAXABLE GENERAL OBLIGATION REFUNDING BOND"  
"SERIES 2016B"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: April 19, 2016  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Washington, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value

received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

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

**THE HOLDERS OF THE BONDS SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.**

This Bond is issued by the City of Washington, State of Iowa, pursuant to the provisions of Section 384.25, of the Code of Iowa, for the purpose of paying costs of adjusting, extending and refunding existing general obligation indebtedness of the City of Washington, State of Iowa, the proceeds of the bonds of this issue being deposited in trust, pursuant to the terms of a Refunding Trust Agreement, and invested in such manner as to pay, when due, the installments of principal of and interest on the City's presently outstanding general obligation Bonds to be refunded from the proceeds of this issue, in conformity to a Resolution of the Council of the City, duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein

shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

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

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Bonds maturing on June 1, 2019 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$35,000	2017
\$35,000	2018
\$45,000	2019*

\*Final Maturity

The Bonds maturing on June 1, 2022 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.500% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$45,000	2020
\$45,000	2021
\$50,000	2022*

\*Final Maturity

The Bonds maturing on June 1, 2025 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.750% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$50,000	2023
\$50,000	2024
\$55,000	2025*

\*Final Maturity

The Bonds maturing on June 1, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 3.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$50,000	2026
\$55,000	2027
\$60,000	2028
\$55,000	2029*

\*Final Maturity

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

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to

be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

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

Date of authentication: \_\_\_\_\_  
This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar  
Des Moines, Iowa 50309

By: \_\_\_\_\_  
Authorized Signature  
Registrar and Transfer Agent: Bankers Trust Company  
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF WASHINGTON, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: \_\_\_\_\_

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

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

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

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Deposit of Proceeds in Escrow. All of the proceeds derived from the sale of the Bonds, except accrued interest which shall be deposited in the Bond Fund shall be placed in the Escrow Fund with Bankers Trust Company, as Trustee under the Refunding Trust Agreement dated as of April 19, 2016. The Trustee shall 1) hold such proceeds in a special and irrevocable trust fund, 2) invest such proceeds only in cash or direct obligations of the United States, and 3) apply such proceeds and earnings thereon only in accordance with the terms and conditions of the Refunding Trust Agreement. All the terms and conditions of the Refunding Trust Agreement are hereby incorporated by reference in this Resolution as if set forth herein in full. The Refunding Trust Agreement is hereby approved and confirmed as binding upon the Issuer, and the Mayor and City Clerk are hereby authorized to execute the Refunding Trust Agreement on behalf of the Issuer and to authorize the Registrar to call the Refunded Bonds for redemption pursuant to the provisions of the resolution authorizing their issuance.

Section 17. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.



Section 18. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 19. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of April, 2016.

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Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WASHINGTON )

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of Washington, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA FOR APRIL 5, 2016**

**CITY OF WASHINGTON, IOWA**

\$1,470,000 General Obligation Bonds, Series 2016C.

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 5, 2016

The City Council of the City of Washington, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, 120 E. Main Street, Washington, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

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

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

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

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

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

WHEREAS, \$1,470,000 General Obligation Bonds, Series 2016C, dated April 19, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

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

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

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,470,000 General Obligation Bonds, Series 2016C, dated April 19, 2016.

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

PASSED AND APPROVED this 5th day of April, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,470,000 GENERAL OBLIGATION BONDS, SERIES 2016C, AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 1, 2016, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,470,000 GENERAL OBLIGATION BONDS, SERIES 2016C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

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

\_\_\_\_\_

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

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

RESOLUTION AMENDING THE "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,470,000 GENERAL OBLIGATION BONDS, SERIES 2016C, AND LEVYING A TAX FOR THE PAYMENT THEREOF" PASSED AND APPROVED ON MARCH 1, 2016, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,470,000 GENERAL OBLIGATION BONDS, SERIES 2016C, AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

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

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

- a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street

lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and

b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance,

essential corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$4,160,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$1,470,000 General Obligation Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes;

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale;

WHEREAS, on March 1, 2016, the City Council of said City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,470,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016C, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted on March 1, 2016, and, therefore, said Council has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 1, 2016;

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.



- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$1,470,000 General Obligation Bonds, Series 2016C, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Current Refunded Portion" shall mean \$985,000 of the Bonds to refund the Refunded Bonds.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Washington, State of Iowa.
- "New Money Portion" shall mean \$485,000 of the bonds issued to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean:
  - a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and
  - b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance.
  
- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the proceeds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes. As to the Current Refunded Portion, "Project Fund" shall mean the portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
  
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
  
- "Refunded Bonds" shall mean \$985,000 of the \$4,355,000 General Obligation Capital Loan Notes, Series 2008 dated June 18, 2008.
  
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
  
- "Resolution" shall mean this amended resolution authorizing the Bonds.
  
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Finance Director and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Washington, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$571,125*	2016/2017
\$547,898**	2017/2018
\$129,400	2018/2019
\$133,025	2019/2020
\$101,400	2020/2021

\*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2017.

\*\* \$22,102 from excess levy of first year pre-levy of this issue.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016 will be collected during the fiscal year commencing July 1, 2017.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Washington County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Bond Resolution certified to and filed in the Washington County Auditor's office on March \_\_\_\_, 2016 .

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 3" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Proceeds invested shall mature before the date which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Bond Fund.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$1,470,000, shall be issued pursuant to the provisions of Section 384.25 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2016C", be dated April 19, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$555,000	0.800%	2017
\$560,000	1.000%	2018
\$125,000	1.100%	2019
\$130,000	1.250%	2020
\$100,000	1.400%	2021

b) Redemption. The Bonds are not subject to redemption prior to maturity.

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

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

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and

effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of

the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

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

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

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

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

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

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

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

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

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



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

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

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

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

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

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF WASHINGTON"  
"CITY OF WASHINGTON"  
"GENERAL OBLIGATION BOND"  
"SERIES 2016C"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: April 19, 2016  
CUSIP No.: \_\_\_\_\_

"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

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

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

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

This Bond is issued pursuant to the provisions of Section 384.25 of the Code of Iowa, for the purpose of paying costs of:

- a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; and
- b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, in conformity to a Resolution of the Council of said City duly passed and approved.

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

representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Bonds are not subject to redemption prior to maturity.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

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

Date of authentication: \_\_\_\_\_  
This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar  
Des Moines, Iowa 50309

By: \_\_\_\_\_  
Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company  
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF WASHINGTON, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: \_\_\_\_\_  
\_\_\_\_\_

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

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

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

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

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and

supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Bonds are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Bonds does not exceed the outstanding amount of the Refunded Bonds (\$985,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Bonds is not later than the average maturity date of the Refunded Bonds, and the Bonds will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Bonds are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Bonds does not exceed Ten (10) Million Dollars.

For the sole purpose of qualifying the remainder of the Bonds (\$485,000) as "Qualified Tax Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of April, 2016.

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Mayor

ATTEST:

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City Clerk



CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WASHINGTON )

I, the undersigned City Clerk of the City of Washington, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of Washington, State of Iowa

(SEAL)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE  
CITY OF WASHINGTON, IOWA, BY AMENDING  
CHAPTERS 50, 52, 105, 136, 150, 151 & 165

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

SECTION 1. **Update Reference.** Section 50.02, Paragraph 10 “Weeds, Brush”, is hereby amended by deleting the reference to Section 50.05, and updating that reference to Section 52.02.

SECTION 2. **Delete Section.** Section 52.01, “Weeds and Grass Control”, is hereby repealed.

SECTION 3. **Add Section.** A new Section 52.01, “Weeds and Grass Control”, is adopted as follows:

“**52.01 WEEDS AND GRASS CONTROL.** The maximum height of grass and/or weeds (such as jimson, burdock, ragweed, thistle, cocklebur or other plants of like kind) shall be eight (8) inches in developed residential, commercial and industrial zoned districts, twelve (12) inches in unplatted districts other than agricultural districts. The provisions of this chapter apply to all noxious weeds (as defined by the State of Iowa Department of Agriculture) and all grass, weeds, non-ornamental brush, vines, volunteer trees as defined in Section 151.15, and other dense and rank growth upon public or private property. The property owner and occupant are jointly and severally responsible for mowing the abutting space between the lot line and the curb line or edge of the traveled portion of the street right-of-way and one-half of any alley abutting the property.”

SECTION 4. **Delete Paragraph.** Paragraph 52.02(1), is hereby repealed.

SECTION 5. **Add Paragraph.** A new Paragraph 52.02(1), is adopted as follows:

“1. All grass, weeds, non-ornamental brush, vines, volunteer trees or other rank growth in excess of eight (8) inches exists on public or private property to the centerline of streets and alleys.”

SECTION 6. **Add Definitions and Renumber.** The following definitions are added to Section 105.02, and the existing definitions renumbered to maintain alphabetical order:

“4. “Container” means a dumpster, portable storage unit, roll-on/roll-off box, compactor, refuse bin, heavy-duty waterproof plastic bag, garbage can, molded polyethylene barrel, roll cart, or other receptacle used to store commercial or residential waste.

7. “Dumpster” means a large container designed to receive, transport, and dump solid waste.

13. “Portable Storage Unit” means a container designed or used for the storage of personal property on a temporary basis, not to exceed 30 days, which is set on the ground and is without wheels.”

SECTION 7. **Delete Section.** Section 105.12(2), “Storage of Containers”, is hereby repealed.

SECTION 8. **Add Section.** A new Section 105.12(2), “Storage of Containers”, is adopted as follows:

“2. Storage of Containers. Residential dumpsters or portable storage units shall be stored upon the residential premises only. Commercial dumpsters or portable storage units shall be stored upon private property, unless the container owner has been granted written permission from the City to use public property for such purposes. The storage site shall be well drained; fully accessible to collection equipment, public health personnel and fire inspection personnel. All owners of residential and commercial premises shall be responsible for proper storage of all yard and solid waste to prevent materials from leaving the premises except at collection.

When a commercial dumpster or portable storage unit is permitted on the public right-of-way adjacent to a private property, it shall be marked with a minimum of two (2) pieces of reflective tape at least two inches (2”) in width and eighteen inches (18”) in length to be located at the top corners of the front and rear of the container.”

SECTION 9. **Add Section.** A new Section 105.12(5), is adopted as follows:

“5. Identification of Dumpsters. Dumpsters shall bear the name and phone number of the owner of the container. This identification shall be permanently affixed to two (2) sides of the dumpster with letters no less than two inches (2”) in height, in a contrasting color to that of the dumpster.”

SECTION 10. **Delete Section.** Section 136.04, “Responsibility for Maintenance”, is hereby repealed.

SECTION 11. **Add Section.** A new Section 136.04, is adopted as follows:

“136.04 RESPONSIBILITY FOR MAINTENANCE. It is the responsibility of the abutting property owners to maintain in a safe and hazard-free condition any sidewalk

outside the lot and property lines and inside the curb lines or traveled portion of the public street. The abutting property owner may be liable for damages caused by failure to properly maintain the sidewalk.”

SECTION 12. **Delete Sections.** Section 150.02, “Owner Requirements”, and Section 150.03, “Building Numbering Map”, are hereby repealed.

SECTION 13. **Add Section.** A new Section 150.02 is adopted as follows:

**“150.02 OWNER REQUIREMENTS.** Every owner shall comply with the following numbering requirements:

1. Obtain Building Number. The owner shall obtain the assigned number to the principal building from the zoning administrator.

*(Code of Iowa, Sec. 364.12[3d])*

2. Display Building Number. The owner shall place or cause to be installed and maintained on the principal building the assigned number in a conspicuous place to the street in figures not less than four inches (4”) in height and of a contrasting color with their background.

*(Code of Iowa, Sec. 364.12[3d])*

3. Failure to Comply. If an owner refuses to number a building as herein provided, or fails to do so for a period of twenty (20) days after being notified in writing by the City to do so, the City may proceed to place the assigned number on the principal building and assess the costs against the property for collection in the same manner as a property tax.

*(Code of Iowa, Sec. 364.12[3h])”*

SECTION 14. **Add Section.** A new Section 150.03 is adopted as follows:

**“150.03 BUILDING NUMBERING MAP.** The zoning administrator shall be responsible for preparing and maintaining a building numbering map.”

SECTION 15. **Add Item.** The following item is added to the list of prohibited trees listed in Section 151.12, “Prohibited Trees”:

“Mulberry”

SECTION 16. **Add Section.** A new Section 151.15 is adopted as follows:

**“151.15 VOLUNTEER TREES.** Volunteer trees are trees that have not been intentionally planted on a property or on a street right-of-way, and are typically, but are

not limited to, the nuisance types of trees identified in Section 151.12 of this Code of Ordinances. Volunteer trees include trees that produce many seeds and have a high germination rate, and are by definition a nuisance.”

SECTION 17. **Add Paragraph.** A new Paragraph 165.03(2D) is hereby added as follows:

“D. Any mobile home removed from any district, except in an approved mobile home park, shall not be replaced with another mobile home.”

SECTION 18. **Delete Section.** Section 165.22(2), “Trailers and Mobile Homes”, is hereby repealed.

SECTION 19. **Add Section.** A new Section 165.22(2) is adopted as follows:

”2. Trailers and Mobile Homes.

A. The parking of a trailer or mobile home in any district, except in an approved mobile home park, for forty-eight (48) hours or longer is prohibited, except for small utility trailers and except that a camping, utility or boat trailer, with or without boat, may be stored in rear yard, provided that no living quarters shall be maintained or any business conducted in connection therewith while such trailer is parked or stored. “

SECTION 20. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 21. **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 \_\_\_\_\_, 2016.

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

Attest:

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

Approved on First Reading:                    02-16-2016  
Approved on Second Reading:                03-15-2016  
Approved on Third & Final Reading:        \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCE OF THE CITY OF WASHINGTON, IOWA BY ADDING A TEMPORARY SECTION ENTITLED "RAGBRAI ORDINANCE"**

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

Section 1. That the Municipal Code of the City of Washington, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

**RAGBRAI ORDINANCE**

**1. Definitions**

A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. The RAGBRAI Committee for purposes herein shall be defined as the RAGBRAI Advisory Board and the RAGBRAI Executive Committee.

**2. Commercial Vendor Booth – Permit Required**

No for-profit person, shall provide or sell food or goods to the public in Washington, Iowa on July 29, 2016 or July 30, 2016 at a location other than their regularly-established place of business unless said person shall first obtain a Commercial Vendor Booth Permit from the Washington RAGBRAI Committee through the Chamber office located at 205 West Main Street, Washington, Iowa.

**3. Commercial Vendor Booth Fees**

The fee for a Commercial Food Booth Permit shall be \$850.00.

**4. Commercial Vendor Booth Location**

A Vendor who has been granted a Washington Commercial Vendor Booth Permit shall locate its temporary sale facility at a location, and only at that location, to be determined by the official Washington RAGBRAI Committee.

**5. Non-Profit Vendor Booth – Permit Required**

No non-profit person of any kind shall provide or sell food or goods to the public in Washington on July 29, 2016 or July 30, 2016, at a location other than their regularly-established place of business unless said person or entity shall first obtain a Non-Profit Vendor Booth permit from the Washington RAGBRAI Committee through the Chamber office located at 205 West Main Street, Washington, Iowa.

## **6. Non-Profit Vendor Booth Fees**

The fee for a local Non-Profit Vendor Booth Permit shall be \$350.00.

## **7. Non-Profit Vendor Booth Location**

A Vendor who has been granted a Washington Non-Profit Vendor Booth Permit shall locate its temporary facility at a location, and only at that location, to be determined by the official Washington RAGBRAI Committee.

## **8. Health Regulations**

A person issued a commercial or non-profit food booth permit pursuant to this Ordinance shall comply with the Iowa Department of Health and Washington County Department of Environmental Health rules and regulations, including obtaining appropriate permits, pertaining to the sale and dispensing of food for consumption on its premises.

## **9. Refundable Cleanup Deposit**

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

## **10. Declining Permit**

The Washington RAGBRAI committee shall approve all permits and have sole discretion to decline to issue a permit for any reason, provided, however, that no applicant for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant.

## **11. Application Deadline**

All applications for permits must be received by June 1, 2016. Applications received after this date are not ensured of approval and are subject to a \$250 late fee.

## **12. Electrical Service**

The fee for providing electrical service to each booth shall be \$75.00 per booth. Additional charges may apply if more than basic electrical needs are requested.

## **13. Outdoor Alcoholic Beverage Garden**

The presence of 25,000 additional people in Washington on July 29, 2016, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by the Washington RAGBRAI Committee to host RAGBRAI as an overnight stop, the Washington RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before July 1, 2016, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor beverage garden as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

## **14. Motorized Vehicles**

The use of motorized vehicles such as scooters, golf carts, ATV's, etc. are prohibited in event venue areas, as designated by the Washington RAGBRAI Committee, unless specifically authorized by the Committee or Washington Police Department.

**15. Nuisance.**

The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a commercial or non-profit vendor permit on July 29, 2016 and July 30, 2016 is in violation of this Chapter shall be considered a nuisance as defined by Chapter 50 of this Municipal Code. If this type of nuisance is determined to exist by the Police Chief, an emergency abatement procedure pursuant to Chapter 50 of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their discretion by dismantling and removing the nuisance without notice.

**16. Violations - Penalties**

Selling or supplying food or goods to the public without a Washington Commercial/Non-Profit Vendor Booth Permit on July 29, 2016 or July 30, 2016 when such a permit is required, is in violation of this Ordinance. The Washington RAGBRAI Committee at its sole discretion could issue a permit, subject to receipt of booth fee, regular late fee, and an additional late fee of \$250.00.

**17. Indemnity**

The Washington RAGBRAI Committee shall establish an indemnity agreement to be signed and returned with each Washington RAGBRAI Vendor Application. The vendor must indemnify and hold harmless the Washington RAGBRAI Committee, its agents, officers, employees, the Washington Chamber of Commerce, Main Street Washington, and the City of Washington from and against all claims for injury or damage to persons or property arising out of or caused by the act of vending during the Washington RAGBRAI event.

**18. Non-Glass Containers**

To promote public safety, Vendors are hereby prohibited from selling beverages in glass containers on July 29, 2016 at 5 o'clock A.M. to July 30, 2016 at 5 o'clock P.M.

**18. Street Closings**

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any Washington police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Washington.

**19. Effective Period**

The provisions of this Ordinance shall be in effect upon passage by the Washington City Council and remain in effect until 5 o'clock P.M. on July 30, 2016.

**20. Certain Ordinances Suspended**

Effective July 29, 2016 at 5 o'clock A.M. to July 30, 2016 at 5 o'clock P.M., all ordinances in conflict with this ordinance shall be suspended and shall not be enforced, at the discretion of the Police Chief.

**21. Authority**

Any and all issues and appeals regarding this ordinance will be brought to the Washington RAGBRAI Advisory Board for resolution.

Section 2. Repealer. All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.



Section 3. Severability. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

Approved on First Reading: March 22, 2016  
Approved on Second Reading: \_\_\_\_\_  
Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

## City Ordinance (sample) (CD)

~~IOWA LAKE, IOWA~~ **ORDINANCE NO. ~~15-O-2009-2010~~** \_\_\_\_\_

~~AN ORDINANCE AMENDING THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF IOWA LAKE, IOWA ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF IOWA LAKE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN IOWA LAKE ON JULY 25, 2013, AND DEPARTS ON JULY 26, 2013~~

### AN ORDINANCE AMENDING THE CODE OF ORDINANCE OF THE CITY OF WASHINGTON, IOWA BY ADDING A TEMPORARY SECTION ENTITLED "RAGBRAI ORDINANCE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ~~IOWA LAKE~~ WASHINGTON, IOWA:

Section ~~1~~. That the ~~1994 Recodification of the~~ Municipal Code of the City of ~~Iowa Lake~~ Washington, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

"

#### RAGBRAI ORDINANCE

##### Section 1. Definitions:

A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. The RAGBRAI Committee for purposes herein shall be defined as the RAGBRAI Advisory Board and the RAGBRAI Executive Committee ~~as designated by the City and the Iowa Lake Chamber Board.~~

##### Section 2. Commercial Vendor Booth – Permit Required:

No for-profit person, shall provide or sell food or goods to the public in ~~Iowa Lake~~ Washington, Iowa on July ~~25, 2013~~ 29, 2016 or July ~~26, 2013~~ 30, 2016 at a location other than their regularly-established place of business unless said person shall first obtain a Commercial Vendor Booth Permit from the ~~Iowa Lake~~ Washington RAGBRAI Committee through the ~~Iowa Lake~~ Chamber office located at ~~12~~ 205 West 6th Main Street, ~~Iowa Lake, Iowa. The City of Iowa Lake shall approve all permits.~~ Washington, Iowa.

##### Section 3. Commercial Vendor Booth Fees

The fee for a Commercial Food Booth Permit shall be \$~~700~~ 850.00.

##### Section 4. Commercial Vendor Booth Location

## **RAGBRAI XL-- Overnight Town Handbook-- 2012**

A Vendor who has been granted ~~an Iowa Lake~~ [Washington](#) Commercial Vendor Booth Permit shall locate its temporary sale facility at a location, and only at that location, to be determined by the official ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee.

### **Section 5. Non-Profit Vendor Booth – Permit Required**

No non-profit person of any kind shall provide or sell food or goods to the public in ~~Iowa Lake~~ [Washington](#) on July ~~25, 2013~~ [29, 2016](#) or July ~~26, 2013~~ [30, 2016](#), at a location other than their regularly-established place of business unless said person or entity shall first obtain a Non-Profit Vendor Booth permit from the ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee through ~~Iowa Lake~~ [the](#) Chamber [office](#) located at ~~12205~~ West ~~6th~~ [Main](#) Street, ~~Iowa Lake, Iowa. The City of Iowa Lake shall approve all permits~~ [Washington, Iowa.](#)

### **Section**

#### **6. Non-Profit Vendor Booth Fees**

The fee for a local Non-Profit Vendor Booth Permit shall be \$~~300~~ [350](#).00.

#### **Section 7. Non-Profit Vendor Booth Location**

A ~~vendor~~ [Vendor](#) who has been granted a ~~Iowa Lake~~ [Washington](#) Non-Profit Vendor Booth Permit shall locate its temporary facility at a location, and only at that location, to be determined by the official ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee.

#### **Section 8. Health Regulations**

A person issued a commercial or non-profit food booth permit pursuant to this Ordinance shall comply with the Iowa Department of Health and ~~Buena Vista~~ [Washington](#) County Department of [Environmental](#) Health rules and regulations, including obtaining appropriate permits, pertaining to the sale and dispensing of food for consumption on its premises.

#### **Section 9. Refundable Cleanup Deposit**

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

#### **Section 10. Declining Permit**

The ~~Iowa Lake~~ [Washington](#) RAGBRAI committee shall ~~make recommendations to the City of Iowa Lake. The City of Iowa Lake shall~~ approve all permits, and have sole discretion to decline to issue a permit for any reason, provided, however, that no applicant for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant.

#### **Section 11. Application Deadline**

All applications for permits must be received by June 1, ~~2013~~ [2016](#). Applications received after this date are not ensured of approval and are subject to a \$250 late fee.

#### **Section 12. Electrical Service**

The fee for providing electrical service to each booth shall be \$75.00 per booth. Additional charges may apply if more than basic electrical needs are requested.

#### **Section 13. Outdoor Alcoholic Beverage Garden.**

The presence of ~~20,000 to 25,000 extra~~ [additional](#) people in ~~Iowa Lake~~ [Washington](#) on July ~~25, 2013~~ [29, 2016](#), many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate

## **RAGBRAI XL – Overnight Town Handbook – 2012**

police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by the ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee to host RAGBRAI as an overnight stop, the ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before July 1, ~~2013~~ [2016](#), the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor beverage garden as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

### **Section-14. Motorized Vehicles**

The use of motorized vehicles such as scooters, golf carts, ATV's, etc. are prohibited in event venue areas, as designated by the ~~Iowa Lake~~ [Washington](#) RAGBRAI Committee, unless specifically authorized by the Committee or ~~Iowa Lake Public Safety~~ [Washington Police Department](#).

### **Section-15. Nuisance.**

The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a commercial or non-profit vendor permit on July ~~25, 2013~~ [29, 2016](#) and July ~~26, 2013~~ [30, 2016](#) is in violation of this Chapter shall be considered a nuisance as defined by ~~Section 8-1-1(A)~~ [Chapter 50](#) of this Municipal Code. If this type of nuisance is determined to exist by the ~~Director of Public Safety~~ [Police Chief](#), an emergency abatement procedure pursuant to ~~8-1-8~~ [Chapter 50](#) of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their discretion by dismantling and removing the nuisance without notice.

### **Section-16. Violations - Penalties**

Selling or supplying food or goods to the public without a ~~Iowa Lake~~ [Washington](#) Commercial/Non-Profit Vendor Booth Permit on July ~~25, 2013~~ [29, 2016](#) or July ~~26, 2013~~ [30, 2016](#) when such a permit is required, is in violation of this Ordinance. The ~~City of Iowa Lake~~ [Washington RAGBRAI Committee](#) at its sole discretion could issue a permit, subject to receipt of booth fee, regular late fee, and an additional late fee of \$250.00.

### **Section-17. Indemnity**

The Washington RAGBRAI Committee shall establish an indemnity agreement to be signed and returned with each Washington RAGBRAI Vendor Application. The vendor must indemnify and hold harmless the Washington RAGBRAI Committee, its agents, officers, employees, the Washington Chamber of Commerce, Main Street Washington, and the City of Washington from and against all claims for injury or damage to persons or property arising out of or caused by the act of vending during the Washington RAGBRAI event.

### **18. Non-Glass Containers**

To promote public safety, Vendors are hereby prohibited from selling beverages in glass containers on July 29, 2016 at 5 o'clock A.M. to July 30, 2016 at 5 o'clock P.M.

### **18. Street Closings**

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any ~~Iowa Lake~~ [Washington](#) police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in

**RAGBRAI XL - Overnight Town Handbook - 2012**

order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of ~~Iowa Lake~~ Washington.

**Section 1819. Effective Period**

The provisions of this Ordinance shall be in effect upon passage by the ~~Iowa Lake~~ Washington City Council and remain in effect until ~~5:00 p.m~~ o'clock P.M. on July ~~26, 2013~~ 30, 2016.

**Section 1920. Certain Ordinances Suspended**

Effective July ~~25, 2013 6:00am~~ 29, 2016 at 5 o'clock A.M. to July ~~26, 2013 5:00pm~~, ~~Ordinances 9-10-2, Chapter 9-11 as related to bicycles, and Section 9-12-3 of the City Municipal Code~~ 30, 2016 at 5 o'clock P.M., all ordinances in conflict with this ordinance shall be suspended and shall not be enforced-, at the discretion of the Police Chief.

**Section 2021. Authority:**

Any and all issues and appeals regarding this ordinance will be brought to the ~~local Iowa Lake~~ Washington RAGBRAI ~~Committee and the City of Iowa Lake~~ Advisory Board for resolution.

Section ~~#2~~ 2. **Repealer.** All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section ~~###~~ 3. **Severability.** If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section ~~IV~~ 4. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2013~~ 2016.

\_\_\_\_\_  
~~John R. Davison~~

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

ATTEST:

\_\_\_\_\_  
~~Justin P. Smith~~ Attest:

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

Approved on First Reading: \_\_\_\_\_

Approved on Second Reading: \_\_\_\_\_

**RAGBRAI XL - Overnight Town Handbook - 2012**

Approved on Third & Final Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

FOR FIREWORKS PERMIT  
City of Washington, Iowa

I (We), City of Washington hereby make application for a Fireworks Permit to be used in the City of Washington, Iowa; that Bob Higdon of J & M Displays will be the "competent operator" of the fireworks display due to his/her experience or training or education with fireworks displays; that said application is being requested for:

Date: July 4, 2016

Beginning Time: approx. 9:30 P.M.

Ending Time: \_\_\_\_\_

**(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)**

Rain Date: July 5, 2016

Beginning Time: approx. 9:30 P.M.

Ending Time: \_\_\_\_\_

**(NO PERMIT WILL BE ISSUED FOR LONGER THAN 11:00 P.M.)**

ADDRESS OR PLACE OF FIREWORKS DISPLAY: Washington County Fairgrounds

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Applicant

\_\_\_\_\_  
Telephone

Fire Chief Notification and Approval.

\_\_\_\_\_  
Chief, Washington Fire Department

PASSED AND APPROVED BY WASHINGTON CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Attest:

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

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

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

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

WHEREAS, trash and junk was removed from the following listed property owners:

The property of Jackie L. Farr located at 914 E. 3rd St. for the amount of \$75.00. Legal description (12 Smouses E Sid Add ) Parcel Number (11-17-426-013).

and,

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

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

Passed and Approved this 5th day of April, 2016

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

Attest:

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



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

**PRELIMINARY RESOLUTION FOR CONSTRUCTION  
OF THE SITLER DRIVE 2016 PAVING PROJECT**

WHEREAS, this Council deems it advisable and necessary to construct certain public improvements described in general as the Sitler Drive 2016 Paving Project; and

WHEREAS, before the preliminary plans and specifications, plat, schedule, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Chapter 384 of the Code of Iowa, to describe the improvement and the property to be benefited; and

WHEREAS, the City of Washington adopted Resolution 2013-028 setting a special assessment policy:

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

Section 1. The Council hereby determines that it is necessary and advisable to construct certain public improvements described in general as the pavement widening of Sitler Drive from Avenue B to South Iowa Avenue in Washington, Iowa. The properties along this route and within three hundred feet of the project right-of-way are deemed to be specially benefited by this project. The City's contracted engineer is hereby ordered to file the preliminary plans and specifications, and estimate of the total cost of the work, and a plat and schedule of assessments for the area to be benefited.

Section 2. That said preliminary plans and specifications, plat, schedule and estimate of cost for said public improvement to be known as the Sitler Drive 2016 Paving Project be filed with the Clerk and submitted for approval by the City Council at which time and place the Council will consider the adoption of said plat, schedule and estimate of cost for said public improvement.

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2016.

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

ATTEST:

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