



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD AT THE
COUNCIL CHAMBERS
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, March 5, 2024

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/5077385758?pwd=aG9oTys4TDMydWlUeVFkTU1OekNUZz09>

Meeting ID: 507 738 5758

Passcode: 539036

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, March 5, 2024 to be approved as proposed or amended.

Consent:

1. Council Minutes February 20, 2024.
2. Gronewold, Bell, Kyhnn & Co. P.C., Audit of Financial Statements for year ended June 30, 2023, \$4,500.00.
3. Gronewold, Bell, Kyhnn & Co. P.C., Audit of Financial Statements for year ended June 30, 2023, \$2,000.00.
4. Lynch Dallas, P.C., Conversations with City Administrator, \$823.50.
5. Kevin D. Olson, Legal Fees rendered to the City of Washington, Iowa, \$1,417.84.
6. Veenstra & Kimm, Inc., Engineering Services for McDonalds Site Plan Review, \$179.00.
7. Veenstra & Kimm, Inc., Engineering Services for Industrial Park Gas Easement Staking, \$358.00.
8. Veenstra & Kimm, Inc., Engineering Services for 12th Ave & Washington St. Intersection Improvements, \$1,432.00.
9. Veenstra & Kimm, Inc., Engineering Services for Wellness Park Concession Stand, \$102.00.
10. Department Reports.

SPECIAL PRESENTATION

- Nuisance Report
- Maya Yoder, Substance Abuse Advocacy
- Washington High School FFA

SPECIAL EVENT REQUEST

- Abraham Koehn with Marion Avenue Baptist Church, Easter Egg Hunt, popcorn & cotton candy, photo booth, Sunday, March 31, 2024, from 8:00 a.m. to 3:00 p.m.

PRESENTATION FROM THE PUBLIC – Please limit comments to 3 Minutes

CLAIMS & FINANCIALS

- Claims Report.

NEW BUSINESS

1. Discussion and Consideration for the Battery Backup and Video Detection Quotes for 4th Ave. and Iowa Ave.
2. Discussion and Consideration of the Status of the Barthalow Farm House.
3. Discussion and Consideration of Approving a Resolution to Provide for a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2024 Sealcoat Project and Taking of Bid Therefore.
4. Discussion and Consideration of Approving a Resolution Approving an Amended Permanent Public Utility Easement.
5. Discussion and Consideration of Approving a Resolution Approving the First Amendment to the Agreement for Private Development By and Between City of Washington, Iowa and Washington Hotel Group, LLC.
6. Discussion and Consideration of Approving a Resolution Approving a Service Agreement with Trane for the City Hall HVAC System.

OLD BUSINESS

- 1st Reading of the Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles.

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor Pro Tem
Illa Earnest
Patrick Morgan
Elaine Moore
Ivan Rangel
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 2-20-2024

At 6:00 p.m. the Council of the City of Washington, Iowa, met in Regular Session in the Council Chambers, 215 East Washington Street with Mayor Pro Tem in the chair.

On roll call present: Earnest, Morgan, Moore, Stigers and Youngquist. Absent: Rangel.

Youngquist requested to amend New Business item #12 to a Resolution Directing the City Clerk to Give Notice to the Washington County Auditor to Hold a Special Election to Fill a Mayor Vacancy on April 30, 2024. Motion by Stigers, second by Moore, that the agenda for the Regular Session to be held at 6:00 p.m., Tuesday, February 20, 2024 be approved.

Consent:

1. Council Minutes for January 30, 2024.
2. Council Minutes for February 6, 2024.
3. Council Minutes for February 13, 2024.
4. Bolton & Menk, Washington/Rehabilitate Hanger, \$4,500.00.
5. Bolton & Menk, Washington/Runway 18/36 Lighting, \$483.00.
6. DCJ Concrete & General Construction, N 5th Avenue Sidewalk Project, \$3,252.00.
7. Department Reports.

Motion by Stigers, second by Moore to approve consent items 1-7. Motion carried.

Special Events Request: JT's Sips, Spring Shop Hop, March 22 and 23, 2024. Motion by Earnest, second by Moore, to approve JT's Sips Spring Shop Hop. Motion carried. Reverend Erin Kaye, Community Worship at the Bandstand with a Potluck, May 26, 2024. Motion by Moore, second by Morgan to approve Community Worship at the Bandstand. Motion carried.

Special Presentations: Bud Stein Presentation for Affordable Housing and Urban Infill. Bud presented a power point slide to the council and discussions were held. No motion was made.

Presentation from the Public: Bob and Mary Ann Minick regarding the new code changes. Minick's requested to speak at the time we talk about New Business Item #10.

The claims were presented by Finance Director, Kelsey Brown. Motion by Stigers, second by Moore to approve claims report. Motion carried.

The January 2024 financial report was presented by Finance Director, Kelsey Brown. Motion by Moore, second by Stigers to approve financial report. Motion carried.

Motion by Moore, second by Morgan to approve the Final Payment to Stumpf Construction Services, Inc., Housing Rehab Program at 424 E. Washington St. for \$27,003.00. Motion carried.

Motion by Moore, second by Morgan to approve the Change Order #1 to Stumpf Construction Services, Inc., Housing Rehab Program at 424 E. Washington St. for a deduction of \$3,199.00. Motion carried.

Motion by Morgan, second by Moore to approve the Change Order No. 004 to Reed Construction, LLC, Washington Public Library for \$682.00. Motion carried.

Motion by Earnest, second by Stigers to approve the Pay Application No. 5 to Reed Construction, LLC, Washington Public Library for \$67,037.93. Motion carried.

Motion by Moore, second by Morgan to approve the Renewal of the Jetco SCADA System Support Contract. Motion carried.

Motion by Moore, second by Stigers to approve a Resolution Setting a Public Hearing for April 2, 2024, on the Proposed Property Tax Levy for the Fiscal Year 2024-2025 Budget. Roll Call: Ayes: Stigers, Youngquist, Moore, Earnest, Morgan. Nays: None. Motion carried. **(Resolution 2024-010)**

Motion by Stigers, second by Moore to approve a Resolution of the City Council of the City of Washington, Iowa Approving the Application(s) for the Purpose of Receiving Benefits from the Washington County Riverboat Foundation. Roll Call: Ayes: Earnest, Morgan, Moore, Stigers, Youngquist. Nays: None. Motion carried. **(Resolution 2024-011)**

Motion by Morgan, second by Moore to approve a Resolution Amending the Employee Handbook for the City of Washington, Iowa. Roll Call: Ayes: Morgan, Earnest, Moore, Stigers, Youngquist. Nays: None. Motion carried. **(Resolution 2024-012)**

Motion by Stigers, second by Earnest to approve a Resolution Endorsing an Application to the Washington County Riverboat Foundation for Grant Funds. Roll Call: Ayes: Stigers, Youngquist, Moore, Morgan, Earnest. Nays: None. Motion carried. **(Resolution 2024-013)**

Motion by Stigers, second by Moore to approve the 1st Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50.10 Operable Vehicles. Mayor Pro Tem Youngquist opened up the floor for discussion or questions from the Minick's regarding the changes. Minick's wanted to know what the changes are. Attorney Olson explained the differences in what was being added and clarified in the proposed amendment. Minick's concern is there are 3 trailers sitting on the neighboring property that is visible from their front picture window. Minick's stated that issues like this with the multiple different previous property owners were addressed after a complaint and the items were moved. Attorney Olson tried to explain that with the proposed amendment it would limit the operable vehicles to 2 and had to be on an all-weather surface. Discussions went back and forth. Mayor Pro Tem Youngquist stated that the council needed to move ahead and called for a motion. Motion by Stigers, second by Moore to approve the 1st Reading of an Ordinance Amending the Municipal Code of the City of Washington. Roll Call: Ayes: Earnest. Morgan was called and had more questions on the size of the all-weather surface area. Further discussions were suggested for more details. Mayor Pro Tem Youngquist suggested the item be tabled with further details

regarding the concerns discussed. Stigers, Moore and Earnest all withdrew their vote. Motion by Moore, second by Stigers to table the item until the proposed amendment has more details for the proposed changes. Roll Call: Ayes: Earnest, Morgan, Moore, Stigers, Youngquist. Nays: None. Motion carried to table the resolution.

Mayor Pro Tem Youngquist read the resignation letter from Mayor Rosien, effective March 1, 2024. Motion by Stigers, second by Morgan to Accept the Resignation of Mayor Jaron Rosien. Motion carried.

Motion by Moore, second by Morgan for a Resolution Directing the City Clerk to Give Notice to the Washington County Auditor to Hold a Special Election to Fill a Mayor Vacancy on April 30, 2024. Roll Call: Ayes: Moore, Morgan, Earnest, Stigers, Youngquist. Nays: None. Motion carried.

Department reports were presented.

Motion by Stigers, second by Morgan that the Regular Session held at 6:00 p.m., Tuesday, February 20, 2024, is adjourned at 7:07 p.m. Motion passed unanimously.

Amanda J. Waugh, City Clerk

Millie Youngquist, Mayor Pro Tem

Gronewold, Bell, Kyhnn & Co. P.C.

1910 E. 7th Street
P.O. Box 369
Atlantic, IA 50022
712-243-1800

CITY OF WASHINGTON
215 EAST WASHINGTON ST.
WASHINGTON, IA 52353

Invoice No. 30608
Date 12/31/2023
Client No. 03793

Progress billing on audit of financial statements
for the year ended June 30, 2023.

\$ 4,500.00

Interest at 18% per annum will be charged on any balance not paid within 30 days of receipt of invoice.

Gronewold, Bell, Kyhnn & Co. P.C.

1910 E. 7th Street
P.O. Box 369
Atlantic, IA 50022
712-243-1800

CITY OF WASHINGTON
215 EAST WASHINGTON ST.
WASHINGTON, IA 52353

Invoice No. 30654
Date 01/31/2024
Client No. 03793

Progress billing on audit of financial statements
for the year ended June 30, 2023.

\$ 2,000.00

Interest at 18% per annum will be charged on any balance not paid within 30 days of receipt of invoice.

IN ACCOUNT WITH
 LYNCH DALLAS, P.C.
 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
 FEDERAL ID 42-1378496

City of Washington

Page: 1
 February 08, 2024
 Account No: 230648-00300C
 Statement No: 216004

General

Professional Services

		Hours	
01/10/2024	WHS Follow up to conversation with City Administrator re employment issues and prepare to discuss with her (.5).	0.50	
01/11/2024	WHS Emails to City Administrator regarding employment issues and review and discuss options and next steps with her (.3). Legal research various due process considerations and insert to email (1.6).	1.90	
01/11/2024	ALR Review facts re employment matter and provide guidance to WHS (.2). Legal research veteran's preference and send with comments to WHS (.2).	0.40	
01/18/2024	WHS Review status of employment issues with City Administrator and possible next steps (.2).	0.20	
01/21/2024	WHS Review status of employment issues with the City (.1).	0.10	
	Current Services Rendered	3.10	620.00

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
WILFORD H STONE	2.70	\$200.00	\$540.00
AMY L REASNER	0.40	200.00	80.00

Total Current Services and Expenses	620.00
Previous Balance	\$203.50
Balance Due	<u>\$823.50</u>

Past Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
823.50	0.00	0.00	0.00	0.00	0.00

City of Washington

General

Page: 2
February 08, 2024
Account No: 230648-00300C
Statement No: 216004

**PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
WILL APPEAR ON YOUR NEXT MONTH'S BILL.
PLEASE INCLUDE ACCOUNT NUMBER ON YOUR
CHECK OR RETURN A COPY OF YOUR BILL.

Kevin D. Olson
Attorney-at-Law
1400 5th Street, P.O. Box 5127
Coralville, Iowa 52241

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

March 1, 2024

Amanda Waugh, City Clerk
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

For legal services rendered to the City of Washington, Iowa in February, 2024

TOTAL HOURS	12.00 hours (reg)
TOTAL MILES	264 miles
Filing Fee Reimbursement (2) (\$190.00)	
Hourly Rate	\$90/hour- Reg \$75/hour - Court
Mileage Rate	\$0.56 per mile
TOTAL INVOICE FOR FEBRUARY, 2024	\$1,417.84



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

February 23, 2024
Project No: 24616-043
Invoice No: 1

Project Manager Leland Belding III

Engineering services for McDonalds Site Plan Review:

Professional Services from January 21, 2024 to February 17, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	1.00	179.00	179.00	
Totals	1.00		179.00	
Total Labor				179.00
		Total this Invoice		\$179.00



**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

February 23, 2024
Project No: 24616-044
Invoice No: 1

Project Manager Leland Belding III

Engineering services for Industrial Park Gas Easement Staking:

Professional Services from January 21, 2024 to February 17, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	2.00	179.00	358.00	
Totals	2.00		358.00	
Total Labor				358.00
		Total this Invoice		\$358.00



STATEMENT OF PROFESSIONAL SERVICES

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

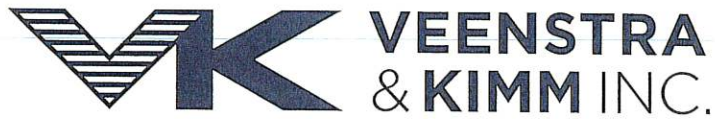
February 23, 2024
Project No: 24653
Invoice No: 13

Project Manager Leland Belding III

Engineering services for 12th Ave & Washington Street Intersection Improvements:
Professional Services from January 21, 2024 to February 17, 2024

Professional Personnel

	Hours	Rate	Amount	
Engineer II-A	8.00	179.00	1,432.00	
Totals	8.00		1,432.00	
Total Labor				1,432.00
		Total this Invoice		\$1,432.00



STATEMENT OF PROFESSIONAL SERVICES

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

February 23, 2024
Project No: 24658
Invoice No: 5

Project Manager Leland Belding III

Engineering services for Wellness Park Concession Stand:

Professional Services from January 21, 2024 to February 17, 2024

Professional Personnel

	Hours	Rate	Amount	
Drafter III	1.00	102.00	102.00	
Totals	1.00		102.00	
Total Labor				102.00
		Total this Invoice		\$102.00

Millie Youngquist, Mayor Pro Tem
Deanna McCusker, City Administrator
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney



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

City Administrator Report
March 5, 2024

Buchanan Street Project: Keith has finished compiling all the audit reports for this project. They have been sent to Jack at Garden for review. Then it will be sent to the DOT. Once the DOT has reviewed and everything has been accepted, the City will get our last reimbursement of \$93,000.

S Ave E: We will be meeting in the near future to start working on plans. I would like this to be done in the 2025 construction season.

S 12th & Hwy 92: Bid opening is April 16th. Following that, a contract will be prepared and the City will have to approve that. A preconstruction meeting will be held in May. The project has a late start date of July 1, with 60 working days. So the project should be completed by the end of September.

Week of February 26: Interview for the mechanic position. Are waiting on his background check to come back. Hotel/Motel meeting, Admin meeting, department head one on one, council one on one, meeting to discuss staffing at the cemetery, meeting with City of Perry since they wanted information on columbarium. We also discussed how they bill for the cemetery. Teams meeting on a grant for technical assistance for brownfield buildings. We specifically discussed the button factory. I shared our Great Places vision plan since they thought that would be helpful. Will have another meeting in the near future. Attended the ECICOG meeting via zoom. There is a micro loan program for businesses to purchase furniture, fixtures, equipment or for working capital. They are in the amount of \$500-\$10,000. The loans are 3 years with 4% interest. I will pass this information along to the Chamber and Main Street. Participated in the police interview. Had a meeting on possible funding options for replacement of lead service lines.

Week of March 4: Council meeting, Department Head one on ones, Admin meeting, meeting with a insurance company, meeting to review the dog park plans with Cornerstone, meeting to discuss updating the fireworks ordinance since the authority and inspections will be on the local fire department. A meeting to review the concession stand plans and to discuss the restroom project at Central Park. Continue working on the catalyst grant.

2024 rental inspection forms will be mailed out soon to be returned in May. Rental re-inspections are taking place currently and rental inspections of critical properties that are time

sensitive. M/C will again start potholing 2 or 3 properties within a block of houses that could possibly have lead service lines. Finishing up an offer to buy on the real estate that we discussed. Kevin is working on an agreement with Enos Yoder's attorney to get our property back without going to court. Am going to start reviewing the procedures with constructing a student-built house. I think the lot on N C Ave would be perfect for that project.

The Welcome Sign along Hwy 1 will be installed Thursday, March 6th. The other one will be installed in the near future. We are working with Iowa Prison Industries on the wayfinding signs. Once the layouts are all approved, they will be ordered.

ECICOG will be using the Council Chambers on Wednesday, March 6th from 4-6pm to prepare for an Active Transportation Plan for bike and pedestrian trails in the region including Washington County. Flier is in your packets.



Monthly Case Report

02/01/2024 - 02/29/2024

Case #	Case Date	Parcel Address	Description	Method of Warning	Clean up Deadline	Assigned To	Main Status
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Group: Closed

24106	2/20/2024	608 E Madison St.	Parking Violation/Dilapidated shed	Letter	3/8/2024	Anna Duwa	Closed
24103	2/20/2024	502 S 9TH AVE	Parking Violation (Camper)	Hanger	2/26/2024	Anna Duwa	Closed
24102	2/20/2024	506 S 10TH AVE	Parking Violation (Trailer); Tires	Letter	2/29/2024	Anna Duwa	Closed
24101	2/20/2024	521 S 9TH AVE	Parking Violation (Trailer)	Letter	2/29/2024	Anna Duwa	Closed
24100	2/20/2024	627 E JEFFERSON ST	Parking Violation (Trailer)	Letter	2/29/2024	Anna Duwa	Closed
24099	2/20/2024	426 S 7TH AVE	Boat in the yard	Letter	2/29/2024	Anna Duwa	Closed
24097	2/20/2024	740 S 10th Ave.	Boat in the yard	Letter	2/29/2024	Anna Duwa	Closed
24094	2/15/2024	438 E VAN BUREN ST	Inoperable Vehicle	Hanger	2/23/2024	Anna Duwa	Closed
24089	2/15/2024	514 N D AVE	Parking Violation (Car & ATV)	Hanger	2/22/2024	Anna Duwa	Closed
24087	2/15/2024	1221 N Iowa Ave.	Furniture out in yard	Hanger	2/21/2024	Anna Duwa	Closed
24083	2/9/2024	909 N MARION AVE	Inop Vehicle	Letter	2/27/2024	Anna Duwa	Closed
24082	2/9/2024	626 E 2ND ST	Tires & Boat filled w/ junk	Letter	2/23/2024	Anna Duwa	Closed
24080	2/9/2024	748 E MAIN ST	Furniture outside	Letter	2/27/2024	Anna Duwa	Closed
24079	2/9/2024	902 E MAIN ST	Furniture outside	Letter	2/27/2024	Anna Duwa	Closed
24078	2/7/2024	1003 N 2ND AVE	Parking Violation (Trailer & Boat)	Notice of Violation	2/23/2024	Anna Duwa	Closed
24077	2/7/2024	1020 N IOWA AVE	Parking Violation (Trailer)	Notice of Violation	2/23/2024	Anna Duwa	Closed

24076	2/7/2024	1025 N 2ND AVE	Parking Violation (Pick-up)	Notice of Violation	2/23/2024	Anna Duwa	Closed
24073	2/5/2024	920 N 5TH AVE	Parking Violation	Notice of Violation	2/23/2024	Anna Duwa	Closed
24071	2/5/2024	1011 N IOWA AVE	Parking Violation (Trucks)	Letter	2/21/2024	Anna Duwa	Closed
24070	2/5/2024	1030 N IOWA AVE	Parking Violation (Trailers)	Letter	2/21/2024	Anna Duwa	Closed
24069	2/5/2024	620 E 11TH ST	Parking Violation (Trailer)	Letter	2/14/2024	Anna Duwa	Closed
24068	2/5/2024	606 E 13TH ST	Parking Violation (ATV)	Hanger	2/12/2024	Anna Duwa	Closed
24067	2/5/2024	427 E MAIN ST	Parking Violation (Truck/Trailer)	Hanger	2/21/2024	Anna Duwa	Closed
24066	2/5/2024	220 E 17TH ST	Tree limbs downed & in street	Phone Call	2/26/2024	Anna Duwa	Closed
24064	2/5/2024	1103 N Iowa Ave.	Furniture on front lawn	Hanger	2/14/2024	Anna Duwa	Closed

Group Total: 25

Group: Open

24123	2/29/2024	404 E Washington St.	Junk & debris in back yard	Letter	3/18/2024	Anna Duwa	Open
24122	2/29/2024	615 N 7TH AVE	Inop Vehicle & Garage roof in need of repair	Letter	3/18/2024	Anna Duwa	Open
24121	2/29/2024	210 S 15TH AVE	Junk around garage & dilapidated garage	Letter	3/18/2024	Anna Duwa	Open
24120	2/29/2024	806 S IOWA AVE	Appliance in yard	Hanger	3/7/2024	Anna Duwa	Open
24119	2/28/2024	809 S 3RD AVE	Furniture in back	Hanger	3/6/2024	Anna Duwa	Open
24118	2/28/2024	529 S D AVE	Parking Violation, Inop Vehicle	Hanger	3/6/2024	Anna Duwa	Open
24117	2/28/2024	513 S E AVE	Parking Violation (Truck)	Hanger	3/6/2024	Anna Duwa	Open
24116	2/26/2024	727 S 3RD AVE	Boat & trailer in back yard	Letter	3/4/2024	Anna Duwa	Open
24115	2/21/2024	1005 W MADISON ST	Parking Violation (Trucks)	Letter	2/29/2024	Anna Duwa	Open
24114	2/21/2024	1003 W MADISON ST	Parking Violation (Truck)	Letter	3/8/2024	Anna Duwa	Open

24113	2/21/2024	319 S C AVE	Brush & furniture on the porch (Mattress)	Hanger	2/29/2024	Anna Duwa	Open
24112	2/21/2024	1001 N 5TH AVE	Trailer PV & Chair in back	Letter	2/29/2024	Anna Duwa	Open
24111	2/21/2024	1005 N 5TH AVE	Dilapidated garage, tires, junk wood	Letter	3/8/2024	Anna Duwa	Open
24110	2/21/2024	910 N 6TH AVE	Furniture/Appliances (Chair & Dishwasher)	Letter	3/1/2024	Anna Duwa	Open
24109	2/21/2024	1004 N 6TH AVE	Inoperable Vehicle	Letter	3/11/2024	Anna Duwa	Open
24108	2/20/2024	739 E JEFFERSON ST	Parking Vio (Truck)	Letter	3/1/2024	Anna Duwa	Open
24107	2/20/2024	633 E JEFFERSON ST	Parking Vio (Camper), Tires pilled	Letter	2/29/2024	Anna Duwa	Open
24105	2/20/2024	511 S 7TH AVE	Parking Violation (Trailer)	Hanger	2/29/2024	Anna Duwa	Open
24104	2/20/2024	505 S 11TH AVE	Parking Violation (Uni-loader)	Letter	3/1/2024	Anna Duwa	Open
24098	2/20/2024	733 E JEFFERSON ST	Boat in the yard	Letter	2/29/2024	Anna Duwa	Open
24096	2/16/2024	415 S 6TH AVE	Dilapidated garage	Letter	3/8/2024	Anna Duwa	Open
24095	2/16/2024	702 E 13th St.	Parking Violation (Trailer)	Notice of Violation	3/8/2024	Anna Duwa	Open
24093	2/15/2024	915 W MADISON ST	Parking Violation (Trailer)	Letter	3/8/2024	Anna Duwa	Open
24092	2/15/2024	616 W MONROE ST	Furniture out front	Letter	3/1/2024	Anna Duwa	Open
24091	2/15/2024	403 W MADISON ST	Parking Violation (Trailers)	Letter	3/1/2024	Anna Duwa	Open
24090	2/15/2024	321 W WASHINGTON BLVD	Parking Violation (Trailer)	Letter	3/1/2024	Anna Duwa	Open
24088	2/15/2024	402 W 7TH ST	Tree down in street, blocking street sign	Letter	3/22/2024	Anna Duwa	Open
24086	2/15/2024	1309 Woodland Ct.	Trees/shrubs encroaching on road	Letter	2/29/2024	Anna Duwa	Open
24085	2/15/2024	1313 Woodland Ct.	Trees/shrubs encroaching on road	Letter	3/4/2024	Anna Duwa	Open

24084	2/9/2024	1212 E 2ND ST	Property in gen disarray (junk, furniture, building waste, etc.)	Phone Call	3/15/2024	Anna Duwa	Open
24081	2/9/2024	608 E 2nd St	Inop Vehicle	Letter	3/8/2024	Anna Duwa	Open
24075	2/7/2024	1633 HIGHLAND AVE	Parking Violation (Pick-up)	Notice to Abate	3/11/2024	Anna Duwa	Open
24074	2/7/2024	323 E 3rd St.	Porch filled with furniture	Notice to Abate	3/4/2024	Anna Duwa	Open
24072	2/5/2024	1015 N 6TH AVE	Inoperable Vehicle/Parking Violation	Notice of Violation	3/1/2024	Anna Duwa	Open
24065	2/5/2024	206 E 15TH ST	Tree limbs downed & in street	Letter	3/8/2024	Anna Duwa	Open
24015	2/5/2024	1317 E 3RD ST	Inoperable Vehicles	Notice of Violation	3/8/2024	Anna Duwa	Open

Group Total: 36

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Total Records: 61

3/1/2024

Alcohol Use in Washington County

Washington City Council Meeting

March 5, 2024

SUMMARY: Washington County, like most counties in Iowa, has binge drinking and heavy drinking rates higher than the national average. Based on 2022 data from the Behavioral Risk Factor Surveillance System, Iowa now has the 3rd highest rate of binge drinking at 21.5% for ages 18+. Substance misuse as a subcategory of mental health was identified as a priority area in the 2023 Washington County Community Health Improvement Plan (CHIP) by WCPH.

Data about youth under the age of 18 is more difficult to gain, but the 2021 Iowa Youth Survey measured 2% of 6th graders, 6% of 8th graders, and 18% of 11th graders who had alcohol in the last 30 days. Of the 11th graders who had alcohol in the past 30 days, 51% of them engaged in binge drinking behaviors. This same survey showed that “[a]cross all students, 5% of 6th and 8th graders reported operating either a car or another motorized vehicle while impaired due to alcohol or drugs, whereas 7% of 11th graders reported doing so” (pp. 165). Reports from the Iowa Cancer Registry also measure youth use: “23% of Iowans ages 12-20 reported drinking at least one alcoholic drink and 15% reported binge drinking in 2019-2020” (pp. 6).

- **Binge drinking** is the consumption of 5+ drinks per occasion (for men) or 4+ drinks per occasion (for women) at least once in the previous month.
- **Heavy drinking** is the consumption of more than 14 drinks per week (for men) or 7 drinks per week (for women) in the previous month

EFFECTS: While we know that injury, accidents, and legal problems can happen in just one instance of binge drinking, there are also long-term public health effects in communities where heavy drinking and binge drinking are normalized and encouraged. According to the CDC and the Alcohol and Drug Foundation, long-term effects of binge drinking can include high blood pressure, heart disease, stroke, liver disease, digestive problems, a weakened immune system, learning and memory problems, dementia, poor school performance, mental health problems like depression & anxiety, social problems (family problems, job problems, unemployment), alcohol use disorders, alcohol dependence and death. While these side effects are well-known, most Iowans do not realize that alcohol is also a **carcinogen**.

2024 CANCER IN IOWA REPORT FINDINGS: The Iowa Cancer Registry’s 2024 Cancer in Iowa Report focused on the relationship between alcohol consumption and cancer. While this entire report is worth reading, some important highlights include:

- “Iowa has the second highest rate of new cancers in the U.S. [and] the 4th highest incidence of alcohol-related cancers in the U.S., and the highest rate in the Midwest” (pp. 2).
- The estimate for 2024 deaths in Washington County is 40 which is greater than the state and national rates (pp. 4).
- There are 1,315 cancer survivors living in Washington County (pp. 5).
- Although cancer is caused by a combination of factors, “[o]ne modifiable risk factor where Iowans stand out, and that may be contributing to higher cancer rates, is **alcohol consumption**” (pp. 6).
 - “Any alcohol can increase one’s risk of cancer, but binge drinking poses the greatest risk” (pp. 6).
 - “Any amount of alcohol reduction is likely to reduce one’s risk of cancer” (pp. 6).

IMPLICATIONS FOR POLICY MAKERS: There are evidence-based strategies cities can employ to lower the rates of heavy drinking and binge drinking. Some of these include:

- **Pricing.** There are several ways to approach pricing restrictions, but the overall message is this: if the price of alcohol increases, people will drink less. Some pricing strategies include:
 - **Minimum unit pricing:** a base price is set for a unit of alcohol and no alcohol can be sold below that price.
 - **Increase alcohol taxes.** This could be an excise tax or sales tax for alcohol sales.
 - **Limiting price promotion.** Restricting extreme price discounting like two-for-one purchases, happy hours, or all-you-can-drink specials can lower excessive alcohol consumption.
- **Physical Availability.** Licensing restrictions that limit the number of alcohol outlets or zoning laws can lower drinking rates in a community. This can also be done with limited hours or days of sale (e.g. no alcohol sold on Sundays).
- **Maintain and enforce the minimum drinking age of 21.** This preventative strategy is linked to a reduction of alcohol use disorder among adults, motor vehicle crashes, and crime (“Implementing Community-Level Policies to Prevent Alcohol Misuse: What Research Tells Us”, *SAMHSA*, pp. 15).
- **Dram Shop laws.** Iowa does currently have this law which holds outlets liable for overservice to intoxicated people or minors should an accident occur.

Restriction is not the only way to approach this problem. **Communities can bolster their protective factors through beliefs and practices:** “Beliefs and practices that normalize underage drinking” measurably increase the risk that those behaviors will happen. Normalizing low-risk drinking at a community-level instead of excessive drinking is a valuable starting point. A statement from the City Council is one way to do this.

Sample:

The Washington City Council recognizes that heavy alcohol consumption is an increasing problem in Washington and supports working to address this issue. We acknowledge that working to prevent alcohol misuse will save lives and improve the health of the city, and we support the work of public health and substance misuse prevention agencies to address this problem.

WHAT ABOUT RURAL AREAS? While rural communities do not always receive the research focus they should, there have been some successful examples from rural communities working to address binge and heavy drinking. We can learn from Evansville, Wisconsin who formed the B.A.S.E. (Building a Safer Evansville) coalition in 2009 in response to an increase in youth use of alcohol, tobacco, marijuana, and other drugs, two youth suicides, and a youth death in a drinking-related car accident (buildingasaferevansville.org). Some actions taken by this community:

- Applied for & was Awarded the Drug Free Communities Grant
- Involved youth in their efforts
- “Lock Up, Talk Up” Initiative
 - Training for families to talk with their kids about underage drinking
 - Free distribution of alcohol lock tops



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 E. Washington
ATTN: City Administrator Deanna McCusker 319-653-6584
dmccusker@washingtioniowa.gov

****Requires advance City Council approval- Council meets 1st & 3rd Tuesdays at 6 PM;
Completed applications are due the Thursday previous to the meeting****

1. APPLICANT INFORMATION

Name/Event: Marion Avenue Baptist Church

Coordinator: Abraham Koehn

Contact Number: 319.461.8891

Email Address: ~~amcc~~ info@marionavenuebaptist.com

2. EVENT INFORMATION

Event Description: Easter Egg Hunt, popcorn + cotton candy
stand, photo booth

Days/Dates of Event: Sunday March 31st

Time(s) of Event: (Include Set Up/Tear Down Time) 8AM - 3PM

Event Location: Town Square

Will event require an alcohol license or require modification of an existing license? Yes No

3. REQUEST INFORMATION (Check All Applicable Items)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

Temporarily close a street for a special event (specify street, times, and indicate on map:)

Description: _____

Method of Notification for businesses/downtown residents (if applicable):

Other Requests

Temporarily park in a "No Parking" area
location: _____

Use of City Park (specify park: central park)
Electrical Needs: access to sound
+ plug ins

Walk/Run (attach map of route and indicate streets to be closed)

Fireworks (specify location:)

Use of gators/UTV/ATV on City streets

Parade (attach map of route and indicate streets to be closed)

Tent(s) to be used - over 400 sq ft or canopies over 1,000 sq ft

Other (please specify:)

4. ITEMS REQUESTED FROM THE CITY OF WASHINGTON

Street barricades

Emergency "No Parking" Signs

Traffic cones

Picnic Tables

Yield signs for crosswalks

Garbage/Recycling Barrels

Street Sweeping following (parades)

Other (please specify:)

5. SOUND SYSTEMS Please indicate if the following will be used (verify availability with Parks Dept):

Amplified Sound/Speaker System

Public Address System

Recorded/Live Music

If so: BMI/ASCAP License obtained?

6. SANITATION Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site unless special arrangements are made (event trash may be hauled to Parks Shop dumpster at Sunset Park).

Will additional restrooms be brought to the site? Yes No If yes, how many? _____
(General guideline of 1 restroom/100 people)

Will handwashing/hand sanitizer stations be provided? Yes No If yes, how many? _____

Contact Person: Shannon Koehn

Phone: 855.825.4113

7. INSURANCE

For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. Proof of proper insurance coverage must be submitted prior to City Council consideration of the application. City Council may require certificate of insurance with City listed as "additional insured" if deemed necessary.

Certificate of insurance provided and accepted Certificate of Insurance not required

8. **AGREEMENT**

In consideration of the City of Washington, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Washington, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Washington, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the codes, rules, regulations, terms and conditions established by the City of Washington, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

MMG
Applicant/Sponsor Signature

2/22/24
Date

DEPARTMENT APPROVALS

Indicate Date Contacted **The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.**

City Administrator Deanna McCusker (Liquor Licenses) 319-653-6584 dmccusker@washingtioniowa.gov
Comments/Restrictions:

emailed 2/25/24

Police Chief Jim Lester 319-458-0264 jlester@washingtioniowa.gov
Comments/Restrictions:

emailed 2/25/24

Fire Chief Brendan DeLong 319-653-6584 x181 bdelong@washingtioniowa.gov
Comments/Restrictions:

Streets JJ Bell 319-653-1538 jjbell@washingtioniowa.gov
Comments/Restrictions:

emailed 2/25/24

Parks Nick Pacha 319-321-4886 npacha@washingtioniowa.gov
Comments/Restrictions:

County Environmental Health (if serving food): Jason Taylor 319-461-2876 jtaylor@co.washington.ia.us
Comments/Restrictions:

CITY COUNCIL APPROVAL

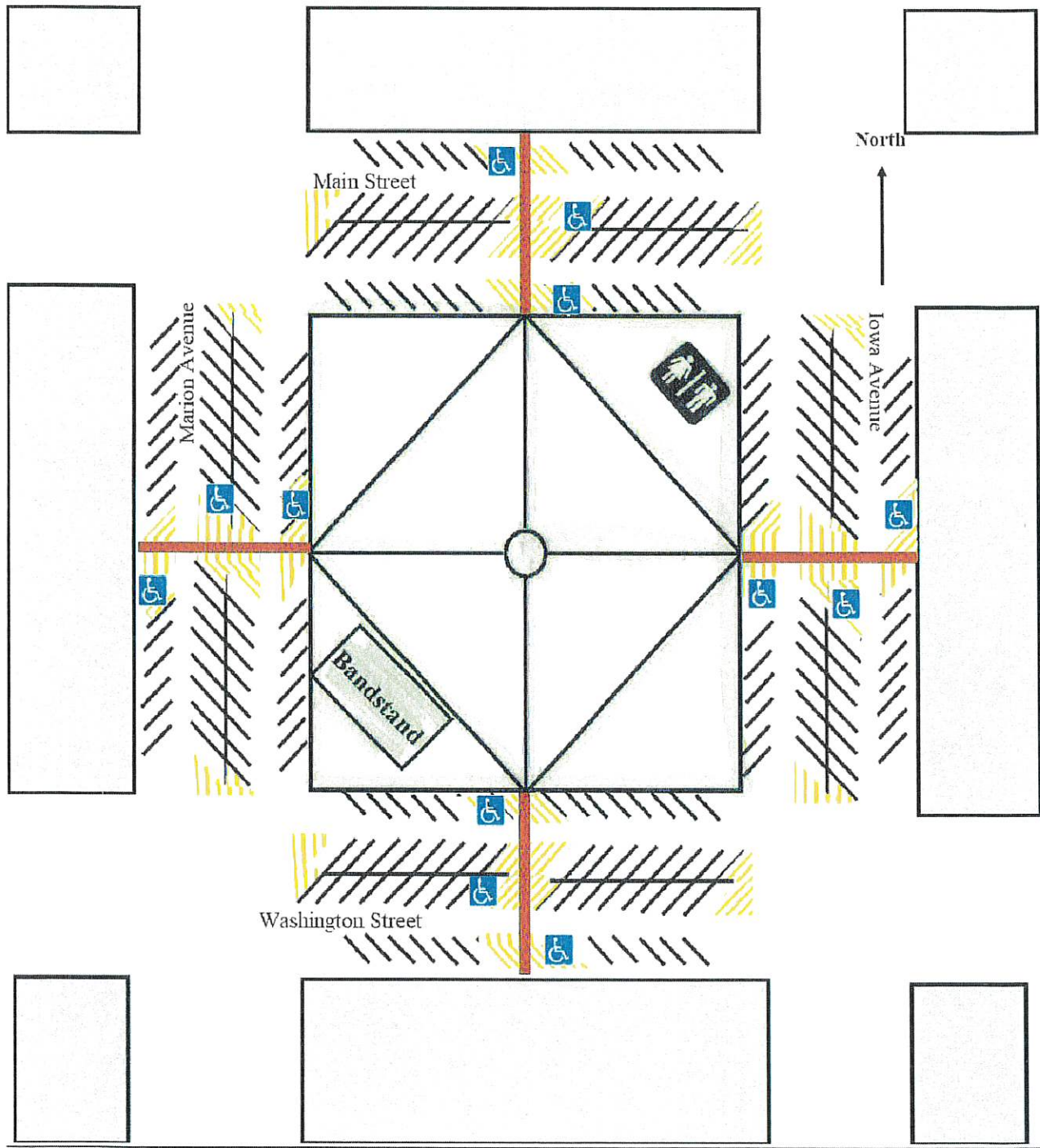
City Clerk or Administrator Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Downtown Map (If Area Outside Downtown, Please Attach a Map):



**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
MARCH 5, 2024**

POLICE	ACE-N-MORE	SUPPLIES	249.95
	AMAZON CAPITAL SERVICES	PHONE CASE/UNLOCK TOOLS	80.97
	CAPITAL ONE	SPACE HEATERS, BATTERIES,	234.48
	CRITICAL HIRE	APPLICANT TESTING	25.00
	GALLS LLC	BOOTS - CHALUPA	107.09
	IOWA POLICE CHIEFS ASSOCIATION	DUES - S. ALTENHOFEN	75.00
	KCTC	PHONE & INTERNET	199.36
	KIECK'S CAREER APPAREL & UNIFORMS	UNIFORMS - ADAM	119.98
	MARCO, INC.	COPIER LEASE	449.99
	VISA-TCM BANK, N.A.	TRAINING, MEALS & FUEL	713.08
	WASHINGTON DISCOUNT TIRE	NEW TIRES/TIRE REPAIR	840.29
		TOTAL	3,095.19
	FIRE	ACE-N-MORE	TRT TRAILER PTS
CINTAS CORP LOC. 342		TOWEL SERVICE	118.39
EMERGENCY SERVICES MARKETING CORP INC		I AM RESPONDING SOFTWARE S	660.00
FELD FIRE		SUPPLIES	2,963.77
GALLS LLC		POLO & HAT	70.12
KCTC		PHONE & INTERNET	155.85
TOYNE INC		REPAIR KIT	166.42
VISA-TCM BANK, N.A.		USB ADAPTER, EMS TRAINING	42.54
		TOTAL	4,324.20
EMS		BOUND TREE MEDICAL, LLC	BACK PACK
	VISA-TCM BANK, N.A.	USB ADAPTER, EMS TRAINING	178.08
		TOTAL	477.07
ANIMAL CONTROL	ACE-N-MORE	DOG CLEANUP SUPPLIES	49.98
		TOTAL	49.98
DEVELOPMENT SERVICES	CAPITAL ONE	SPACE HEATERS, BATTERIES,	44.91
	CDW GOVERNMENT	ADOBE SUBSCRIPTION	469.72
	VISA-TCM BANK, N.A.	WTR FILTER, DROPBOX	270.48
		TOTAL	785.11
LIBRARY	BAKER & TAYLOR	LIBRARY MATERIALS	283.74
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	48.73
	DEMCO INC	BOOK PROCESSING SUPPLIES	132.48
	GFC LEASING - WI	PRINTER LEASE	240.63
	VALENTINE, TAMMY	HOMEBOUND SUPPLIES	13.10
	VISA-TCM BANK, N.A.	SOFTWARE, POSTAGE, ZOOM	281.43
		TOTAL	1,000.11
PARKS	ACE-N-MORE	SUPPLIES	385.35
	ALLIANT ENERGY	ALLIANT ENERGY	875.21
	AMAZON CAPITAL SERVICES	HAND SAW	190.87
	JOHN DEERE FINANCIAL	HYDRO FLUID	204.45
	KCTC	PHONE & INTERNET	340.21
	THE LOCK DR	NEW DAWN LOCK	65.00
	WASHINGTON LUMBER	FLAT BED TRUCK	50.95
	WASHINGTON RENTAL	CHAIN SAW	18.00
		TOTAL	2,130.04

POOL	KCTC	PHONE & INTERNET	15.95
		TOTAL	15.95
CEMETERY	ACE-N-MORE	SUPPLIES	128.10
	ALLIANT ENERGY	ALLIANT ENERGY	29.18
	ARNOLD MOTOR SUPPLY	FUEL HOSE/FILTERS	237.16
	CENTRE STATE INTERNATIONAL TRUCKS, INC	INTERNATIONAL TRUCK REPAIR	2,501.65
	COBB OIL CO, INC.	BULK TANK FILTERS	65.49
	KCTC	PHONE & INTERNET	120.28
	WASHINGTON RENTAL	CHAIN SAWE SHARPENING	46.13
		TOTAL	3,127.99
FINANCIAL ADMIN	ACCESS SYSTEMS LEASING	COPIER LEASE	406.22
	CAPITAL ONE	SPACE HEATERS, BATTERIES,	115.59
	CINTAS CORP LOC. 342	RUG SERVICE	65.50
	CUSTOM IMPRESSIONS INC	PLAQUES	149.38
	GOOGLE LLC	EMAIL SUBSCRIPTION	396.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	255.00
	KCTC	PHONE & INTERNET	1,079.15
	PITNEY BOWES GLOBAL FIN SERVICES LLC	POSTAGE METER RENTAL/REFILL	1,352.79
	SEICCA	CLERK MEMBERSHIP-2	40.00
	VISA-TCM BANK, N.A.	WTR FILTER, SUBS, WEB SERV	236.01
		TOTAL	4,095.64
AIRPORT	VISA-TCM BANK, N.A.	ZOOM FEE	17.11
	WINDSTREAM IOWA COMMUNICATIONS	FEBRUARY SERVICE	209.11
		TOTAL	226.22
ROAD USE	ACE-N-MORE	TOTE & TOOL BOX/GLOVES	165.48
	ALTORFER INC	SUPPLIES	1,073.42
	ARNOLD MOTOR SUPPLY	BATTERY/PARTS	926.94
	CENTRE STATE INTERNATIONAL TRUCKS, INC	INTERNATIONAL TRUCK REPAIR	2,501.64
	CINTAS FIRST AID & SAFETY	FIRST AIDE SUPPLIES	66.01
	DOUDS STONE LLC	ROADSTONE	1,346.40
	HIWAY SERVICE CENTER	PARTS	151.86
	L L PELLING CO	COLD MIX	1,502.55
	MIDWEST WHEEL	TIRE CHAINS	448.83
	VISA-TCM BANK, N.A.	WTR FILTER, SUBS, WEB SERV	199.00
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR/STREET SWEEPER TIRES	907.97
		TOTAL	9,290.10
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	28.47
		TOTAL	28.47
HOTEL/MOTEL TAX	VISA-TCM BANK, N.A.	WTR FILTER, SUBS, WEB SERV	147.03
	VORTEX DIGITAL BUSINESS SOLUTIONS, INC	WEB UPDATES	160.80
	YMCA OF WASHINGTON COUNTY	YMCA POOL PLEDGE	8,000.00
		TOTAL	8,307.83
K-9 PROGRAM	VISA-TCM BANK, N.A.	DEX DENTAL CONSULT	75.00
		TOTAL	75.00
PARK GIFT	VISA-TCM BANK, N.A.	HANGING BASKETS	1,301.30
		TOTAL	1,301.30
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	84.39

	CONKLIN, DANA	MILEAGE REIMBURSEMENT	15.72
	ELECTRIC PUMP	SERVICE CALL	1,389.00
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	325.00
	KCTC	PHONE & INTERNET	227.57
	POSTMASTER	BULK MAILING OF WATER BILL	1,161.57
	QUILL	SUPPLIES	29.04
		TOTAL	3,232.29
WATER DIST	ACE-N-MORE	SUPPLIES	132.83
	ALLIANT ENERGY	ALLIANT ENERGY	52.54
	ARNOLD MOTOR SUPPLY	SWEEP COMPOUND	146.93
	CAPITAL ONE	SPACE HEATERS, BATTERIES,	63.97
	CHEMSEARCH FE	SUPPLIES	88.84
	CORE & MAIN LP	SUPPLIES	83.88
	IOWA ONE CALL	SERVICE	31.50
	KCTC	PHONE & INTERNET	104.31
		TOTAL	704.80
WATER CAPITAL PROJ	SCHIMBERG CO.	PVC PIPE-S AVE B	4,338.62
		TOTAL	4,338.62
SEWER PLANT	ACE-N-MORE	SUPPLIES	13.99
	ALLIANT ENERGY	ALLIANT ENERGY	21.11
	KCTC	PHONE & INTERNET	197.67
	O'REILLY AUTOMOTIVE INC	FUEL HOSE	2.33
		TOTAL	235.10
SEWER COLLECTION	DETROIT INDUSTRIAL TOOL	CORE DRILL BIT	406.82
	DOUDS STONE LLC	ROADSTONE	151.89
	KCTC	PHONE & INTERNET	104.31
	MARTIN EQUIPMENT OF IA-IL	HYDRO FITTINGS	696.22
	VISA-TCM BANK, N.A.	ZOOM, MEMBERSHIP AND REG-I	4,050.00
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	53.38
		TOTAL	5,462.62
SANITATION	WASH CO HUMANE SOCIETY	FEBRUARY COLLECTIONS	332.00
		TOTAL	332.00
		TOTAL	52,635.63

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

CLAIMS REPORT 3/5/2024

AIRPORT ZOOM	CONFERENCE SUBSCRIPTION	17.11	FIN ADMIN AMAZON LIQUID WEB, LLVC ZOOM ADOBE	WEB SERVICES WEB SERVICES CONFERENCE ACROBAT PRO SUBSCRIPTION	11.81 147.02 55.99 21.19
WATER PLANT		17.11			
PARKS/DOG PARK CARLSBAD MANUFACTURING CO	40 HANGING BASKETS - CENTRAL PARK	-	LIBRARY/LIBRARY GIFT ENDICIA GOOGLE ZOOM USPS ALLEGIAN TECHNOLOGIES	POSTAGE G GOOGLE SUITE ONLINE MEETING POSTAGE FAX SERVICE	236.01 9.95 48.18 55.99 68.00 99.31
SEWER PLANT		1,301.30			
FIRE/EMS EBIHOHNSON COUNTY WALMART	EMS TRAINING ADAPTER/USB TO HDMI	-	DEVELOPMENT SERVICES DROPBOX FRESHWATERSYSTEMS	SUBSCRIPTION HYDROTESTER FILTERS	281.43 199.00 71.48 270.48
POLICE MCDONALDS CASEYS FAMPETVET.COM TEXAS ROADHOUSE HYVEE BANDIT BURRITO EL MARIACHI CHICK-FIL-A HOLIDAY INN CASEYS	B ALTENHOFFEN/BRDECKA MEALS AT TRAINING VANWILLIGEN FUEL-TRAINING DEX DENTAL CONSULT BRDECKA MEAL AT TRAINING BRDECKA MEAL AT TRAINING BRDECKA MEAL AT TRAINING BRDECKA MEAL AT TRAINING BRDECKA MEAL AT TRAINING CONFERENCE LODGING VANWILLIGEN/BRDECKA CONFERENCE FUEL	178.08 42.54	HOTEL MOTEL LIQUID WEB, LLVC	WEB SERVICES	147.03 147.03
		220.62	ROAD USE/SEWER COLLECTY/WATER DIST IOWA WATER ENVIRONMENT NEOGOV	PACP CLASSES -GEARHEART/BEAL/SAMO MECHANIC ADVERTISING	4,050.00 199.00
		20.52 19.97 75.00 17.66 26.96 16.37 19.26 11.89 537.60 42.85			4,249.00
		788.08		Grand Total	7,511.06

Memo: Traffic light upgrades

Date: 2/28/24

Dept: Water Treatment and Traffic Lights

To: Council and Administration,

We have budgeted and planned for upgrading one traffic light intersection per year. We have already upgraded the intersections of E Wash/S 2nd and E Wash/4th ave. The upgrades at these intersections have went as planned with no issues since installation. Essentially, what we are doing is eliminating the traffic loops in the street to a camera censor application. This is the more modern technology and has multiple benefits. The major benefit of this upgrade is not having loops in the street. The loops in the street need continuous maintenance. The loops deteriorate from traffic driving over them and the elements of weather. Snow plowing and salt are particularly hard on the traffic loops in the streets.

The other part of the upgrade needed is battery back up at each intersection. This allows the traffic lights to continue to work during power outages. We currently have battery back up at the Wal-Mart traffic lights and Wash/2nd. This is a major safety concern. Once the battery backup is installed the only maintenance will be changing the batteries every 5-7 years.

Our traffic light company, Traffic and Transportation Products Limited (TATPL) and I have determined the next intersection for the upgrade would be Madison/Iowa. We would install the battery back-up at Wash/4th. We have worked with TATPL for my entire time with the city and well before that. They have been there for us on any and all things related to traffic lights. We have a great relationship with TATPL, they have been great to work with and frankly, we are lucky to have them. Attached is the cost of the upgrades.

It is my recommendation to move forward with the upgrading of one intersection every year. I ask the council's approval to continue the traffic light upgrades as planned. If you have any questions or concerns, please don't hesitate to reach out to me.

Thanks,

Kyle Wellington

Water Treatment and Light Superintendent



**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

DATE: February 27, 2024

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: City of Washington
Attn: Kyle Wellington
215 E. Washington St.
Washington, IA 52353

SUBJECT:
QUOTATION.
BATTERY BACKUP SYSTEM FOR
WASHINGTON IOWA INTERSECTIONS.
TRAFFIC SIGNAL EQUIPMENT.
WASHINGTON, IOWA.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
1		LUMP SUM BATTERY BACKUP UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, MOUNTING HARDWARE, BATTERIES AND EXTERNAL CABINET. REQUIRES ASSISTANCE FROM THE CITY OR A CONTRACTOR HIRED BY THE CITY FOR INSTALLATION OF CABINET ON POLE. BATTERY BACKUP SYSTEM WILL OPERATE A MINIMUM OF FIVE HOURS. IF MORE HOURS ARE REQUIRED LARGER BATTERIES MAY BE USED (APPROX. \$500 EXTRA).		\$8,000.00 \$8,000.00

(PLEASE READ ALL NOTES CAREFULLY.)

NOTES:

- DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
- THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
- THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
- TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
- PROPOSED UPS SYSTEM ALLOWS FOR APPROX. 5 HOURS OF BATTERY TIME. OPTIONS AVAILABLE FOR LONGER RUN TIME IF NECESSARY.
- CITY WILL BE REQUIRED TO ASSIST IN MOUNTING OF EXTERNAL CABINET. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE/TEST SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*
JAMES R. CONNER



**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

DATE: February 27, 2024

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: City of Washington
Attn: Kyle Wellington
215 E. Washington St.
Washington, IA 52353

SUBJECT:
QUOTATION.
SINGLE CAMERA VIDEO DETECTION SYSTEM
FOR WASHINGTON IOWA INTERSECTIONS.
TRAFFIC SIGNAL EQUIPMENT.
WASHINGTON, IOWA.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
1		LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, CAMERA MOUNTING HARDWARE AND ETHERNET WIRE, BUT DOES NOT INCLUDE INSTALLATION OF SINGLE CAMERA ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATION. (1 - SINGLE SMARTVIEW 360 CAMERA FOR STOPBAR) THIS PRODUCT WILL REPLACE ALL IN STREET VEHICLE DETECTION AND WILL ALSO DETECT BIKE TRAFFC AND PEDESTRIAN TRAFFIC.		\$22,956.00 \$22,956.00

(PLEASE READ ALL NOTES CAREFULLY.)

NOTES:

- DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
- THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
- THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
- TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
- PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
- CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA, MOUNT CAMERA WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*
JAMES R. CONNER

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

February 29, 2024

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Barthalow Farmhouse

As you may remember, we advertised for sealed proposals for the acquisition and moving of the house last November. We received no bids. I even had conversations with some individuals who buy houses and move them and no one was interested at that time.

Brendan, the Fire Chief asked about the status of the house. The fire department would like to do some ventilation training and it would entail cutting holes in the house. Obviously if we plan to keep the house or move forward with selling it, they would not put holes in the house. If we decide we aren't going to sell it and just want the house gone, the fire department would hold their training and then burn the house down for us.

The longer the house sits empty, the more deteriorated it becomes. Council needs to decide if it would be in the best interest if we just allow the fire department to train there and then burn it down.

RESOLUTION NO. _____

**A RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING AND LETTING
ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE 2024 SEALCOAT PROJECT, AND TAKING
OF BIDS THEREFORE**

WHEREAS, the City Council has heretofore authorized certain improvements that are in the best interests of the City, to be completed in accordance with the plans, specifications and form of contract prepared by the City, and such proposed plans, specifications, form of contract and estimate of cost being on file with the City Clerk; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the City; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and to advertise for sealed bids.

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

Section 1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 10%.

Section 4. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction of the Project on the 29th day of March, 2024 at 9:05 AM at City Hall, 215 E. Washington Street, Washington, Iowa. The 19th day of March, 2024 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project and the 16th day of April, 2024 at 6:00 PM at the Council Chambers, Washington City Hall, 215 East Washington Street, Washington, Iowa as the time and place of considering bids received by the City in connection therewith.

Section 5. The City Council hereby authorizes the City Clerk to provide notice of the aforementioned hearing and taking of bids in accordance with Chapter 26 of the Code of Iowa by posting a notice to bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with

statewide circulation, and on the Iowa League of Cities website. The said notice is in the form substantially as attached to this Resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all Resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 5th day of March, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

February 28, 2024

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Amended Permanent Utility Easement

City Council approved a permanent utility easement to extend the gas main in the SW Business Park back in December 2023. While Alliant was starting the project, it was discovered that the gas main would be going straight through the trees that border the north side of Elm Grove cemetery, which would have caused the trees to die. The area was reviewed and it was found that there was room enough to move the easement six feet to the south so that the trees won't be affected.

Therefore, the permanent easement needs updated to reflect this amended location.

RESOLUTION NO. 2024-____

**A RESOLUTION APPROVING AN AMENDED
PERMANENT PUBLIC UTILITY EASEMENT**

WHEREAS, a gas main is being extended out in the SW Business Park to get adequate gas to the business at lot 9; and,

WHEREAS, a permanent utility easement was approved on December 19, 2023 to provide the utility access to extend the gas main; and,

WHEREAS, when the gas main was being installed in the existing easement, it was discovered that the location would cause the trees along the north border of the Elm Grove Cemetery to be affected; and,

WHEREAS, to prevent trees from being damaged, the easement is being moved to the south six (6) feet, as described in the attached amended Public Utility Easement.

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

Section 1. That the aforementioned amended Public Utility Easement as attached hereto is hereby approved, and the City Clerk is directed to record said Easement in the office of the County Recorder.

PASSED AND APPROVED this 5th day of March, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City Clerk, City of Washington, Iowa, 215 E. Washington Street, Washington, Iowa 52353

PUBLIC UTILITY EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, **CITY OF WASHINGTON, IOWA**, an Iowa municipal corporation, (hereinafter referred to as the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey, a permanent and perpetual non-exclusive Public Utility Easement (hereinafter referred to as "Easement") and right-of-way upon, over, under, through and across the areas designated on Exhibit "A" attached hereto (the "Easement Area").

2. Use and Purpose of Easement.

This Easement shall be granted for the purpose of locating Public Utilities defined as those utilities, authorized by franchise, permitted, established, formed, acquired, owned, or operated by the City, including but not limited to, electrical, natural gas, telephone, cable television, water, sanitary sewer, storm sewer, utility services, data transmission utility services, and any other service permitted by the City and to permit and allow the City, and other utilities authorized or permitted by the City, to enter at any time upon, over, under, through, and across into said Easement Area herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build said utility therein or to connect and/or join said utility and appurtenances thereto) and to forever maintain utilities whenever necessary within the Easement Area granted herein. No structure or building of any kind whatsoever shall be erected within the Easement Area without the express

written consent of the City.

3. Maintenance.

Any company utilizing said Easement (the "User"), after entry, as part of the construction, reconstruction, maintenance, replacement, location, rebuilding, enlargement, repair and patrolling of the utilities, to restore and replace the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the Grantor, including sodding or seeding if it is a landscaped area and the User shall be required to repave if the Easement Area crosses a paved area such as a sidewalk or a driveway.

4. Right of Access.

The User shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.

5. Hold Harmless.

Each User of the Easement Area agrees to indemnify and hold harmless the Grantor, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

6. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument including benefits and burdens, run with the land are binding upon and inure to the heirs assigns, successors, tenants and personal representatives of the parties hereto.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this ___ day of March, 2024.

OWNER and GRANTOR:

CITY OF WASHINGTON, IOWA.

By: _____
Millie Youngquist, Mayor Pro-tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA)
)ss:
WASHINGTON COUNTY)

This instrument acknowledged before me this ____ day of March, 2024, by Millie Youngquist and Amanda Waugh, as the Mayor Pro-tem and City Clerk, respectively, of the City of Washington, Iowa.

Notary Public in and for said State

EXHIBIT "A"

The north line and west line of a ten-foot (10') wide easement, described as follows:

Beginning at a point that is six (6) feet south of the northeast corner of Elm Grove Cemetery (Parcel No. 1119276001) and continuing westerly parallel to the northerly boundary of said Elm Grove Cemetery to a point on the west boundary of said Elm Grove Cemetery where thence south along said westerly boundary to the northeast corner of Lot 1, Washington Business Park Subdivision – Phase 2 (Parcel No. 1119401001), as shown on the plat thereof recorded in Book 2021-4611, Records of the Washington County Recorder's Office; thence westerly along the north boundary of said Lot 1 to the northwest corner of said Lot 1. The easement being ten-feet wide south of a point that is six (6) feet south of the north line of said Elm Grove Cemetery and ten feet wide along the north line of said Lot 1, Washington Business Park Subdivision – Phase 2 and east of the west line of Elm Grove Cemetery described above.



*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



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

February 29, 2024

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Amended Development Agreement

I had a discussion with Dave Waite on the status of the hotel project last week and I learned that they have the bank financing needed. They are also now meeting with the investors to secure their funding part. This is taking a little longer than they had thought. Therefore, they are requesting a short extension for full commitment of the project financing. The deadline to secure the total financing for the project is being extended from March 31, 2024 to June 1, 2024.

They are excited to move forward with the project. It was slow going with the Christmas and New Year holiday, vacations and the weather, but they are committed to moving forward full steam once they receive the total investor funding.

I would recommend that City Council approve this 2 month extension.

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN CITY OF WASHINGTON, IOWA AND WASHINGTON HOTEL GROUP, LLC

WHEREAS, the City Council did approve a Private Development Agreement with the Washington Hotel Group, LLC on December 5, 2023 with Resolution 2023-120; and,

WHEREAS, one of the elements of the development agreement included a clause that specified all the financing was to be secured by March 31, 2024 or the agreement could be terminated by either the City or the Developer; and,

WHEREAS, the Developer has secured the bank financing, but is still securing the investor funding; and,

WHEREAS, due to not having all the investor funding yet, the Developer is requesting the March 31, 2024 deadline to be replaced with the June 1, 2024 deadline.

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

Section 1. The City Council does hereby approve the First Amendment to the Private Development Agreement with the Washington Hotel Group, LLC, as attached.

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

PASSED AND APPROVED this 5th day of March, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

**FIRST AMENDMENT
TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF WASHINGTON, IOWA
AND
WASHINGTON HOTEL GROUP, LLC**

THIS FIRST AMENDMENT (“Amendment”) to that certain Agreement for Private Development by and between the CITY OF WASHINGTON, IOWA (“City”) and WASHINGTON HOTEL GROUP, LLC, an Iowa limited liability company (“Developer”), dated December 28, 2023 (“Agreement”), is made on or as _____, 2024, by and between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded the Agreement as Instrument # 2023-3976 in the records of the Recorder of Washington County, Iowa; and

WHEREAS, pursuant to the Agreement, the Developer agreed to construct certain Minimum Improvements consisting of the construction of an approximately 30,000 square foot, 54-room hotel that includes a pool, together with all related site improvements, on certain real property located within the Washington East Commercial Urban Renewal Area; and

WHEREAS, the Developer has requested that the deadline set forth in the Agreement to obtain commitments for financing construction of the Minimum Improvements be extended; and

WHEREAS, the City and Developer desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

2. Change to Commitment for Financing Deadline. The deadline of March 31, 2024 set forth in Section 1-A.1 of the Agreement is hereby extended to and replaced with the following date: **June 1, 2024.**

3. Clarification Regarding Certificate of Completion. The parties acknowledge that Exhibit E attached to the Agreement, the “Certificate of Completion,” was inadvertently executed in the version of the Agreement that was recorded as Instrument #2023-3976. The parties acknowledge and agree that construction of the Minimum Improvements has not yet been completed and that the Certificate of Completion exhibit to the Agreement was not meant to be executed or recorded with the Agreement. The City and Developer agree that the Developer has

not completed its obligations with respect to construction of the Minimum Improvements and, further, that the covenants and conditions of the Agreement with respect to the Developer to cause construction of the Minimum Improvements have not terminated. The Developer will remain eligible to request a Certificate of Completion from the City after issuance of a final certificate of occupancy for the Minimum Improvements, consistent with the procedures set forth in Section 3.3 of the Agreement. The Developer hereby agrees that the City may record a copy of this Amendment in the records of the County Recorder as evidence that the Developer has not yet completed its obligations with respect to construction of the Minimum Improvements.

4. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Signature pages follow]

CITY OF WASHINGTON, IOWA

(SEAL)

By: _____
Millie Youngquist, Mayor Pro Tem

ATTEST:

By: _____
Amanda Waugh, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Millie Youngquist and Amanda Waugh, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Washington, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Amendment – City of Washington]

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



*City of Washington
215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
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February 29, 2024

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Trane Service Agreement

We received a service agreement from Trane for the HVAC system in City Hall, including the Police Department. We have reviewed the agreement and had it modified a few times, so that it is an annual inspection, but includes both the heating and cooling systems. We will have the inspection done in September each year. We are also keeping it at a lower expense than what they initially offered to us. A renewal letter will be sent out a couple of months prior to the expiration date and we can auto renew if we choose to. The annual increase is typically 3-5%.

The inspections will look for refrigerant leaks, ensure we are in compliance with state and federal regulations, documentation and find issues before they become big problems. The technician will also review the controls as well. Along with what Trane will be doing, Kirk will be doing some routine maintenance to the system that was discussed with the technician.

Like with any service agreement, if something is found that is a bigger issue, we would still be responsible for the cost of parts to repair the problem. But by reviewing the refrigerant and controls annually, and performing routine maintenance, it should prevent bigger expensive issues.

RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING A SERVICE AGREEMENT
WITH TRANE FOR THE CITY HALL HVAC SYSTEM**

WHEREAS, the current HVAC system is now out of warranty and it would be beneficial having an annual system inspection; and,

WHEREAS, the Trane dealer out of Davenport has provided a service agreement to annually inspect the heating and cooling systems in City Hall, including the Police Department; and,

WHEREAS, the Trane dealer has provided a cost to annually inspect the HVAC system of \$3,480.00 and with this service agreement the City of Washington will have preferential service over non-contract customers.

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

Section 1. The City Council hereby approves the Trane Service Agreement, as attached, for the annual price of \$3,480.00.

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

PASSED AND APPROVED this 5th day of March, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk



WASHINGTON CITY HALL AND POLICE STATION SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
4801 Grand Ave.
Davenport, IA 52807

Trane Representative

Halle Davis
Cell: (563) 299-8649
Office: (563) 468-4900

Proposal ID

7622903

Service Contract Number

7622903SCH

Company Name

City Of Washington
215 EAST WASHINGTON STREET
Washington, IA 52353-5235
Kirk Albert

Site Address

Washington City Hall and Police Station
215 E Washington St
Washington, IA 52353

February 28, 2024



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



SCOPE OF SERVICES SUMMARY

SERVICES INCLUDED	LABOR AND MATERIALS FOR COVERED EQUIPMENT		
X	Scheduled Maintenance Labor		
	Repair Parts and Materials		
	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours)		
	Refrigerant Replacement % of Charge per unit per year		
X	Refrigerant Usage Reporting		
STANDARD INCLUSIONS			
X	On-site Scheduled Maintenance		
X	Refrigerant Management		
	Laboratory Analysis		
OPTIONS SELECTED			
X	Mitsubishi Controls Inspection		
	Active Monitoring		
	Predictive Services		
	Cooling Contingency Planning		
	Project Funding		
	IAQ Assessment		
SERVICES INCLUDED	COOLING SEASONAL SERVICE	SERVICES INCLUDED	HEATING SEASONAL SERVICE
	Seasonal Start-up		Seasonal Start-up
	Operating Inspections Qty		Operating Inspections Qty
	System Shutdown		System Shutdown
X	Annual Seasonal Maintenance	X	Annual Seasonal Maintenance



SCOPE OF SERVICES — OPTIONS SELECTED

TRANE SCHEDULED VRF MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Trust one assigned maintenance team for all HVAC equipment brands
- Trane proactively identifies and mitigates system issues and inefficiencies using our proprietary analytics
- Optimally maintain VRF equipment efficiently through minimally invasive service practices
- Trane utilizes proprietary tools to manage and document your refrigerant activity for environmental stewardship and regulatory compliance
- Maximize energy efficiency through implemented factory recommendations, and available Energy Dashboard for connected systems



HVAC EQUIPMENT COVERAGE

Washington City Hall and Police Station

The following "Covered Equipment" will be serviced at Washington City Hall and Police Station:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Outdoor Unit	1	Trane	TURYE1203A	82W000177GFHC5	SYSTEM 1
VRF Outdoor Unit	1	Trane	TUHYP0963A	9ZP0010050T845	SYSTEM 2
VRF Outdoor Unit	1	Trane	TURYE1443A	91W000467GFHD5	SYSTEM 3

Service Description

VRF Outdoor Unit Annual Inspection (Service 1)

Quantity Per Year

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mitsubishi VRF Controls	1	Trane	TE-200A	03C69-654	TE-200

Service Description

VRF Controls Inspection (Service 2)

Quantity Per Year

1



PRICING AND ACCEPTANCE

Kirk Albert
City Of Washington
215 EAST WASHINGTON STREET
Washington, IA 52353-5235

Site Address:
Washington City Hall and Police Station
215 E Washington St
Washington, IA 52353

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	3,480.00	3,480.00	Annual

Term

The Initial Term of this Service Agreement is 1 year, beginning March 1, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.



This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Halle Davis
_____ Printed Name	Proposal Date: February 28, 2024 Cell: (563) 299-8649 Office: (563) 468-4900 License Number: 87015-03
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

**The Initial Term of this Service Agreement is 1 year, beginning March 1, 2024.
Total Contract Amount: \$3,480.00 USD.**



TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening



and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold



harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



- longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
 3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
 4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
 5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
 6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
 7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
 8. Information Security Contact. Trane's information security contact is Local Sales Office.
 9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
 10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
 11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
 12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

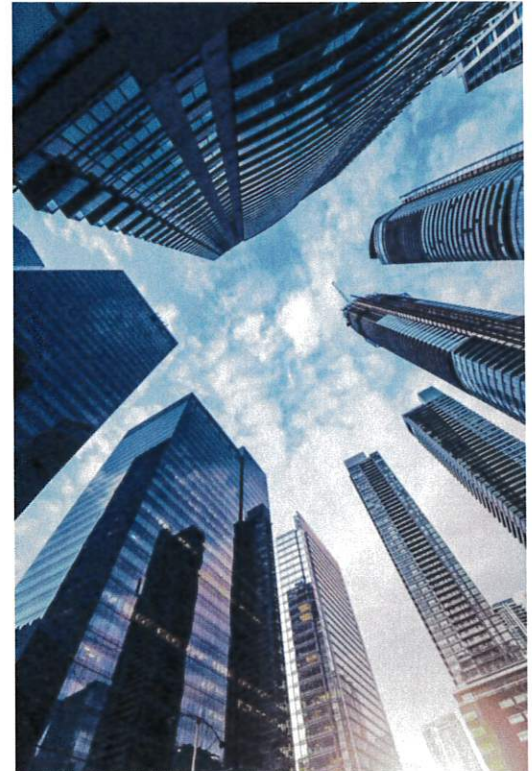
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

BASE:

Service 1: VRF Outdoor Unit Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Lock Out Tag Out
- Electrical Inspection
- Visually Inspect Base Pan
- Leak Test Inspection
- Condenser Fan Check
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Log Unit and Operation Check
- Verify Operating Voltages

Service 2: VRF Controls Inspection

Description

- Customer Notification
- Plug into Control System with Trane Computer
- Check System Status, Alerts, Alarms, and Scheduling
- Make Adjustments as needed
- Provide Owner Coaching
- Checkout with Customer and Provide Recommendations for Repairs (if necessary)

ORDINANCE NO. 1159

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 50.10 OPERABLE VEHICLES

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

SECTION 1. **Amending Paragraph.** Operable vehicles, trailers, materials, supplies or related equipment for personal use may be parked or stored outside only if placed in a rear yard area, or side yard if such vehicle is parked or stored on an all-weather surfaced area ~~and such parking area shall be accessed via an all-weather surfaced area.~~ The all-weather surface referenced in this paragraph shall at least be as large as the vehicle, trailer, materials or supplies placed on said all-weather surface. The all-weather surface shall be kept free debris and weeds.

It shall be prohibited to park or store vehicles, trailers, materials or equipment under this section which:

1. Constitute a nuisance pursuant to this Code;
2. Meets the definition of a commercial vehicle pursuant to Section 321.1(11) of the Code of Iowa as amended;
3. Meets the definition of a motor home pursuant to Section 321.1(36D)(d), as amended; or
4. Meets the definition of motorsports recreational vehicle pursuant to Section 321.1(36D)(e), as amended.

For the purposes of this Section, the number of vehicles, trailers, or related equipment that can be parked or stored in a required rear yard or side yard under this section shall be limited to two (2) allowable vehicles, trailers, supplies or related materials.

SECTION 2. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Severability.** If any section, provision or part of this ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED this ____ day of March, 2024.

Millie Youngquist, Mayor Pro Tem

ATTEST:

Amanda Waugh, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third and Final Reading: _____

I certify that the foregoing was published as Ordinance No. 1159 on the ____ day of March, 2024.

City Clerk

*Millie Youngquist, Mayor Pro Tem
Kelsey Brown, Finance Director
Amanda Waugh, City Clerk
Kevin Olson, City Attorney
Deanna McCusker, City Administrator*



*City of Washington
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(319) 653-5273 Fax*

March 5, 2024

To: Mayor & City Council
Cc: Kelsey Brown, Finance Director
Amanda Waugh, City Clerk

From: Deanna McCusker
City Administrator

Re: Ordinance No. 1159

This ordinance has been amended following the February 20th council meeting. We also added that the all-weather surface should be as large as the vehicle, trailer or whatever is placed on it and the area needs to be free of debris and weeds. Also, we did eliminate the wording about the all-weather spot being accessible by an all-weather surfaced area.

This addressed the comments/concerns that council had at the previous meeting. This ordinance provides some more clarification on this topic.