



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, OCTOBER 1, 2024

To attend the meeting via Zoom go to:

<https://us02web.zoom.us/j/84459301383?pwd=iPtESuwtzafvU0tKke1XanajoyW9zt.1>

Meeting ID: 507 738 5758

Passcode: 6536584

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

CONSENT:

1. Council Minutes for September 17, 2024 Regular Session
2. Bolton and Menk, Hangar Rehab, \$1,587.50
3. Coleman Construction, Inc, Soccer Field Concession/Restroom Concrete, \$28,000.00
4. Kevin Olson, August 2024 Legal Services, \$1,288.38
5. Strand Associates, Water Main Improvements, \$1,730.00
6. Toyne, Pumper Truck Chassis, \$467,958.00
7. Veenstra and Kimm, Central Park Restrooms, \$3,484.00
8. Department Reports

SPECIAL PRESENTATION

- **Mayoral Appointments:**
 - **Phil Minino – Board of Adjustment**

SPECIAL EVENT REQUEST

- SNOW: Lighting Ceremony, Lighted Parade, Carriage Rides and Jingle Bell Run – Main Street Washington – November 30, 2024 7:00 A.M. – 9:00 P.M.
- St. James Color Dash, St. James School – October 4, 2024 10:00 A.M. – 12:00 P.M.

PUBLIC COMMENT – Please limit comments to 3 Minutes

CLAIMS & FINANCIALS

- Claims Report for October 1, 2024
- August 2024 Financial Report

NEW BUSINESS

1. Discussion and Consideration of Biosolids Land Application Bid from Premier Pumping LLC at \$.036 Cents Per Gallon
2. Discussion and Consideration of a Resolution Approving the Street Finance Report for Fiscal Year 2024
3. Discussion and Consideration of a Second and Possible Waving of Third Reading of an Ordinance Vacating a Portion of North Third Avenue and Alley ROW (302 and 315 East Third Street)
4. Discussion and Consideration of the Third and Final Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 69 (Additions)
5. Discussion and Consideration of the Second Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50 and 51
6. Discussion and Consideration of a Resolution Authorizing Levy, Assessment, and Collection of Costs to the Washington County Treasurer

WORKSHOP

- Discussion on Eagle Point Solar Proposal

CLOSED SESSION

- Closed session per Iowa Code 21.5(j) – To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

DEPARTMENTAL REPORTS

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Millie Youngquist, Mayor
Illa Earnest
Patrick Morgan
Elaine Moore
Ivan Rangel
Kenneth Schroeder
Fran Stigers

ADJOURNMENT

CITY OF WASHINGTON
Council Minutes 9-17-2024

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 Youngquist in the chair.

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

Mayor Youngquist asked for a Motion for approval of the Agenda. Motion by Stigers, second by Morgan to approve the Agenda. Motion carried.

Consent:

1. Council Minutes for September 3, 2024 Regular Session
2. DCJ Concrete and General Construction, Sidewalk Replacement Program, \$6,497.20
3. DCJ Concrete and General Construction, Sidewalk Replacement Program, \$4,241.00
4. Iowa Municipalities Workers' Compensation Association, Work Comp Premium 24-25 Installment 3, \$5,826.00
5. Paws and More, FY25 Payment for 2023 Animal Services, \$22,436.20
6. Washington Spirits & Tobacco, 1061 W. Madison Street, Class E Retail Alcohol License (**renewal**)
7. Lebowski's of Washington, 1601 E. Washington Street, Class C Retail Alcohol License (**renewal**)
8. Urban Chicken Permit, Jacob Sanow, 825 S. 4th Avenue (**new**)
9. Department Reports

Motion by Morgan, second by Rangel to approve consent items 1-9. Motion Carried.

Mayoral Proclamation – Domestic Violence Awareness Month October 2024

Public Comment: none.

The claims were presented by Finance Director, Kelsey Brown.

**CITY OF WASHINGTON, IOWA
CLAIMS BY FUND
SEPTEMBER 17, 2024**

GENERAL

ACE-N-MORE	SUPPLIES	204.12
ALBERT, KIRK	MILEAGE REIMBURSEMENT	104.15
ALL AMERICAN PEST CONTROL	PEST CONTROL	125.00
ALLIANT ENERGY	ALLIANT ENERGY	7128.94
AMAZON CAPITAL SERVICES	SUPPLIES/TASER/BATTERIES/MATERIALS	526.86

ARNOLD MOTOR SUPPLY	OIL SEAL	10.29
BAKER & TAYLOR	LIBRARY MATERIALS	979.69
BDH TECHNOLOGY LLC	TECH SERVICES/IT CONTRACT	1311.00
BEAUCHAMP, TOM	MILEAGE REIMBURSEMENT	149.34
CINTAS CORP LOC. 342	TOWEL SERVICE	183.89
CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	50.00
CRITICAL HIRE	NEW HIRE TESTING	175.00
DEMCO INC	OFFICE SUPPLIES	79.20
EASTERN IOWA CHIROPRACTIC CENTRE, PC	NEW HIRE/EMPLOYEE SCREENINGS	210.00
FARRIER, KELLY	BRUSH CLEANUP	235.00
GAA, JOE	MOVING EXPENSES	3806.75
GALLS LLC	UNIFORMS-NEW HIRE/BADGES	577.19
GOOGLE LLC	EMAIL SUBSCRIPTION	395.99
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	87.00
HGTV MAGAZINE	SUBSCRIPTION	29.97
IAMU - IA ASSOC MUNICIPAL UTILITIES	QTR 3 SAFETY TRAINING	1740.00
IGRAPHIX, INC	ENVELOPES	1102.00
IMFOA	CONFERENCE - BROWN	150.00
IOWA PRISON INDUSTRIES	ILEA TRAINING UNIFORMS	460.00
KCTC	PHONE & INTERNET	2027.96
MID-AM RES. CHEMICAL CORP	WEED KILLER AND OIL	777.86
MIDWEST ALARM	SERVICE CALL, SMOKE DETECT	392.25
MILLER, NATALI	LIBRARY PROG MACRAME WORKS	130.00
SIRCHIE ACQUISITION COMPANY	EVIDENCE SUPPLIES	38.08
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	110.57
STATE HYGIENIC LAB	LAB TESTING	14.50
TASTE OF HOME	SUBSCRIPTION	13.91
VALENTINE, TAMMY	HOMEBOUND DELIVERY-REIMB	7.21
VERIZON WIRELESS	WIRELESS SERVICE	1367.76
WASH CO RECORDER	RECORDING FEE	22.00
WASH COUNTY MINIBUS	LOST- SEPTEMBER	26824.72
WASHINGTON CO EXTENSION	SPRAY APPLICATOR CLASSES	90.00
WASHINGTON DISPOSAL LLC.	NUISANCE PICKUP	150.00
WMPF GROUP LLC	LEGAL ADVERTISING	1129.12
WOMAN'S DAY	SUBSCRIPTION	10.00
	TOTAL	52927.32

AIRPORT

AIRNAV, LLC	ADVERTISING PUBLICATION	122.00
BAUTISTA MIRANDA, YOLANDA	AUGUST CLEANING	300.00
UNIFIED CONTRACTING SERVICES	FUEL TANK REPAIR	8294.56
VERIZON WIRELESS	WIRELESS SERVICE	46.46
VETTER'S INC-CULLIGAN WATER	WATER FOR AIRPORT	44.95

WEST LAWN CARE	AIRPORT MOWING	3020.00
WINDSTREAM IOWA COMMUNICATIONS	SEPTEMBER SERVICE	215.13
	TOTAL	12043.10

ROAD USE

CJ COOPER & ASSOC.	EMPLOYEE SCREENINGS	100.00
COBB OIL CO., INC-BP ONE TRIP	FUEL	105.33
COLEMAN CONSTRUCTION INC.	SIDEWALK REPAIR	1674.70
DOUDS STONE LLC	ROADSTONE	348.75
EASTERN IOWA CHIROPRACTIC CENTRE, PC	EMPLOYEE SCREENING	90.00
IOWA PRISON INDUSTRIES	SIGNS	234.96
LYNCH DALLAS, PC.	PROF. SERVICES	360.00
MID-AM RES. CHEMICAL CORP	WEED KILLER AND OIL	388.93
NESPER SIGN	SIGN INSTALLATION	2445.90
RUSSO DIAMOND SUPPLY LLC	BLADES FOR GRINDER	628.00
WASHINGTON LUMBER	CRACK SEALER/PATCHING MATERIALS	322.89
	TOTAL	6699.46

STREET LIGHTING

ALLIANT ENERGY	ALLIANT ENERGY	12535.79
J MARIE ELECTRIC LLC	STOP LIGHT REPAIR	449.99
	TOTAL	12985.78

LOST DEBT SERVICE

UMB BANK, N.A.	GO BOND FEE	600.00
	TOTAL	600.00

HOUSING REHAB

WASH CO TREASURER	320 M AVE C-PROP TAX	142.00
	320 N AVE C- N LOT-PROP TA	61.00
	TOTAL	203.00

CAPITAL PROJECTS

PAY.GOV - FAA REIMBURSABLE AGREEMENTS	FLIGHT INSPECTION-AMEND	14419.84
	TOTAL	14419.84

INDUSTRIAL DEVELOP

WASH CO TREASURER	BUSINESS PARK TAXES	2861.00
WEDG	915 E TYLER- WEDG SHARE	4298.88
	TOTAL	7159.88

RESIDENTIAL DEVELOP

WASH CO TREASURER	BELL LAND PROP TAX	433.00
	TOTAL	433.00

LIBRARY GIFT

ANDERSEN, ROBERT	POTTERY CLASS	161.76
JB FRAME & DESIGN	FRAME REPAIR	279.79
KCTC	REPLACE WAP	300.60
RAINEY, CALEB	WRITER'S WORKSHOP	1750.00
RENTERIA, JESUS	LIBRARY PROGRAMMING	200.00
	TOTAL	2692.15

WATER UTILITY

ACE-N-MORE	SUPPLIES	90.94
ALLIANT ENERGY	ALLIANT ENERGY	15378.43
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	121.68
CRAWFORD, BRICE	BOOT REIMBURSEMENT	100.00
GLOBAL PAYMENTS	DC/CC ADMIN FEE	5400.21
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	70.00
HOLLAND, EVAN	WATER DEPOSIT REFUND	107.23
IA DEPT OF REVENUE	WET TAX	9821.16
IAMU - IA ASSOC MUNICIPAL UTILITIES	WATER MEMBER DUES	1117.00
IDEAL READY MIX	CONCRETE REPAIR/S 3RD & MO	5698.50
INEICHEN, STEPHANIE	WATER DEPOSIT REFUND	25.03
ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	180.00
KCTC	PHONE & INTERNET	262.98
KLEIN ELECTRICAL SERVICES	WATER TOWER LIGHT SERVICE	500.00
KUENSTER PLUMBING, HEATING & AIR	GAS LEAK REPAIRS	3170.42
MID-AM RES. CHEMICAL CORP	WEED KILLER AND OIL/SHOP TOWELS	586.49
MISCELLANEOUS V NELSON, HALEY	WATER DEPOSIT REFUND	99.96
RIVER PRODUCTS	CONCRETE SAND	493.00
SPX AIDS TO NAVIGATION	PARTS FOR WATER PLANT	520.33
STATE HYGIENIC LAB	LAB TESTING	137.50
VALLE CHAVEZ, GABRIE	WATER DEPOSIT REFUND	104.71
VERIZON WIRELESS	WIRELESS SERVICE	92.92
WATER SOLUTIONS UNLIMITED	CHEMICALS	10722.96
WHEELER, KELBY	WATER DEPOSIT REFUND	65.53
ZEHR, MIKE	WATER DEPOSIT REFUND	206.34
	TOTAL	55073.32

SEWER UTILITY

ALL AMERICAN PEST CONTROL	PEST CONTROL	35.00
ALLIANT ENERGY	ALLIANT ENERGY	1466.51
CHEMSEARCH FE	SUPPLIES	369.90

CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	93.95
EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	1801.88
HAWKEYE FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	150.00
IA DEPT OF REVENUE	SALES TAX	2373.11
IOWA ONE CALL	SERVICE	163.80
JOHN DEERE FINANCIAL	MOWER BLADES	28.33
KCTC	PHONE & INTERNET	302.93
MID-AM RES. CHEMICAL CORP	ENZYMES FOR TREATMENT	1348.63
MIDWEST WHEEL	SHOP SUPPLIES	70.50
MINCER FORD	REPAIR	132.50
TRACTOR SUPPLY	PARTS FOR REPAIRS/SUMP PUMP	470.97
VERIZON WIRELESS	WIRELESS SERVICE	130.93
WINDSTREAM IOWA COMMUNICATIONS	SEPTEMBER SERVICE	67.41
	TOTAL	9006.35
 SANITATION		
ABC DISPOSAL SYSTEMS	GARBAGE AND RECYCLING SERV	53133.00
	TOTAL	53133.00
 SELF INSURANCE		
EMPLOYEE BENEFIT SYSTEMS	EBS ADMIN FEE	364.64
	TOTAL	364.64
	 TOTAL	 227740.84

Motion by Earnest, second by Morgan to approve claims report. Motion carried.

**CITY OF WASHINGTON, IOWA
MONTH TO DATE REVENUE REPORT
JULY 31, 2024**

FUND	M-T-D REVENUES
001-GENERAL FUND	100522.51
002-AIRPORT FUND	76233.55
011-MAIN STREET REIMBURSEMENT	4701.65
012-WEDG REIMBURSEMENT	9573.26
110-ROAD USE	84221.51
112-EMPLOYEE BENEFITS	4667.38

114-EMERGENCY LEVY	351.90
121-LOCAL OPTION SALES TAX	117010.46
122-LOST DEBT SERVICE	87757.84
124-HOTEL/MOTEL TAX	9914.38
145-HOUSING REHABILITATION	-46483.32
200-DEBT SERVICE	4796.97
300-CAPITAL EQUIPMENT	5752.09
301-CAPITAL PROJECTS FUND	14955.60
308-INDUSTRIAL DEVELOPMENT	9349.13
310-WELLNESS PARK	-85019.10
311-SIDEWALK REPAIR & REPLACE	1089.00
315-RESIDENTIAL DEVELOPMENT	154.80
317-ARPA CAPITAL PROJECTS	2355.91
541-K-9 PROGRAM	50.00
545-SAFETY FUND	1000.00
550-PARK GIFT	120.00
570-LIBRARY GIFT	1270.76
600-WATER UTILITY	202624.59
601-WATER DEPOSIT FUND	1200.00
610-SANITARY SEWER	210837.65
670-SANITATION	60462.60
950-SELF INSURANCE	419.13
951-UNEMPLOYMENT SELF INS	5.13
TOTAL BALANCE	<u>879895.38</u>

The July 2024 Financial Report was presented by Finance Director, Kelsey Brown.

Motion by Morgan, second by Stigers to approve the July 2024 Financial Report. Motion carried.

Mayor Youngquist opened the Public Hearing for Intent to Vacate and Dispose of a Portion of North Third Avenue and a Portion of the Alley Behind 302 and 315 East Third Street. No discussions or questions from the council or public. Motion by Earnest, second by Rangel to close the Public Hearing on the Intent to Vacate and Dispose of a Portion of North Third Avenue and a Portion of the Alley Behind 302 and 315 East Third Street. Roll Call: Ayes: Morgan, Earnest, Rangel, Stigers, Schroeder. Nays: None. Motion carried.

Discussion and Consideration of a First Reading of an Ordinance Vacating a Portion of North Third Avenue and Alley ROW (302 and 315 East Third Street). Motion by Earnest, second by Rangel. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none.

Discussion and Consideration of Approving the Purchase of Replacement Auger Parts from Vulcan Industries in the amount of \$10,543.00. Motion by Morgan, second by Stigers. Motion carried.

Discussion and Consideration of a Resolution Releasing Funds as per a Downtown Investment Grant Agreement with Lux Suites for the Renovation of 110 West Main. Motion by Stigers, second by Morgan. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none. **(RESOLUTION 2024-065)**

Discussion and Consideration of a Resolution to Provide for a Notice of Hearing and Letting on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Central Park Restroom Project and Taking Bids Therefore. Motion by Morgan, second by Schroeder. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none. **(RESOLUTION 2024-066)**

Discussion and Consideration of the Second Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 69. Motion by Stigers, second by Morgan. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none.

Discussion and Consideration of a Resolution Approving an Authorizing Levy, Assessment, and Collection Costs to the Washington County Treasurer. Motion by Stigers, second by Schroeder. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none. **(RESOLUTION 2024-067)**

Motion by Earnest, second by Schroeder to un-table the Discussion and Consideration of the First Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa by Amending Chapter 50 and 51. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none. Motion carried.

Discussion and Consideration of the First Reading of an Ordinance Amending the Municipal Code of the City of Washington, Iowa, by Amending Chapter 50 and 51. Motion by Stigers, second by Rangel. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Schroeder, Stigers. Nays: none. Motion carried.

At 6:36 P.M., motion by Stigers to go into Closed Session, seconded by Morgan, Per Iowa Code 21.5. (1)(i) - to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Stigers, Schroeder. Nays: none. Motion carried.

At 6:42 pm, Motion by Rangel to end Closed Session, seconded by Stigers. Roll call on motion. Ayes: Earnest, Morgan, Rangel, Stigers, Schroeder. Nays: none. Motion carried.

Motion by Earnest, second by Morgan to Approve the Appointment of Kathy Kron as City Clerk at an Annual Salary of \$65,000 per year. Roll Call on motion. Ayes: Earnest, Morgan, Rangel, Stigers, Schroeder. Nays: none. Motion carried.

Department reports were presented.

Motion by Earnest, second by Stigers that the Regular Session held at 6:00 p.m., Tuesday, September 17, 2024, is adjourned at 6:50 p.m. Motion passed unanimously.

Millie Youngquist, Mayor

Kelsey Brown, Deputy City Clerk



Please Remit To: Bolton & Menk, Inc.
 1980 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

August 30, 2024
 Project No: OT5.131760.000
 Invoice No: 0344978
 Client Account: WASHINGT_CI_IA

Washington/Rehabilitate Hangar

Fee

Total Fee	25,000.00		
Percent Complete	74.23	Total Earned	18,557.50
		Previous Fee Billing	16,970.00
		Current Fee Billing	1,587.50
		Total Fee	1,587.50
		Total this Invoice	\$1,587.50

301-6-6020-6723

~~002-6-2080~~ Initials JA

EXP. Hangar Rehab

Vender # _____ Date Rec. 9-18-24

Due Date _____ Inv # _____

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Those regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

COLEMAN CONSTRUCTION, INC.

206 S Huntsberry Street
Winfield, IA 52659
Phone: (319) 330-9988

INVOICE 1525

Date: September 9, 2024

TO: Washington Parks, Soccer field Concession
215 E Washington Street
Washington, IA 52353

Atten. Nick Pacha

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Installed footings and floor at soccer field		
	balance will be billed when we complete		
	Sidewalk in surrounding area.		
		TOTAL	\$28,000

Thank you for your business

310-6-7500-6798

WB 9/13/24

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

September 24, 2024

Kelsey Brown, Finance Director
City of Washington, Iowa
215 E. Washington Street
Washington, Iowa 52353

INVOICE

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

TOTAL HOURS 10.25 hours (reg)

TOTAL MILES 198 miles

Filing fee Reimbursement (\$255.00)

Hourly Rate \$90/hour- Reg
\$75/hour - Court

Mileage Rate \$0.56 per mile

TOTAL INVOICE FOR AUGUST, 2024 \$1,288.38



Strand Associates, Inc.
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

City Clerk
City of Washington
City Hall
215 East Washington Street
Washington, IA 52353

September 12, 2024
Project No: 7046.011
Invoice No: 0215499

Professional Services: August 1, 2024 through August 31, 2024

Project	7046.011	2021 Washington Water Main Improvements - Final Design	
Fee			
Total Fee		74,100.00	
Percent Complete	100.00	Total Earned	74,100.00
		Previous Fee Billing	74,100.00
		Current Fee Billing	0.00
Total this Project			0.00

Project	7046.012	2021 Washington Water Main Improvements - CDBG Grant Additional Services	
Total this Project			0.00

Project	7046.013	2021 Washington Water Main Improvements- Permitting	
Total this Project			0.00

Project	7046.014	2021 Washington Water Main Improvements - Bidding	
Fee			
Total Fee		8,600.00	
Percent Complete	100.00	Total Earned	8,600.00
		Previous Fee Billing	8,600.00
		Current Fee Billing	0.00
Total this Project			0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7046.011	Washington Water Main - Final Design	Invoice	0215499
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Project	7046.015	2021 Washington Water Main Improvements - Easements		
			Total this Project	0.00

Project	7046.016	2021 Washington Water Main Improvements - Property Survey		
Fee				
Total Fee		14,000.00		
Percent Complete		100.00	Total Earned	14,000.00
			Previous Fee Billing	14,000.00
			Current Fee Billing	0.00
			Total this Project	0.00

Project	7046.017	2021 Washington Water Main Improvements - Topographic Survey		
Fee				
Total Fee		21,700.00		
Percent Complete		100.00	Total Earned	21,700.00
			Previous Fee Billing	21,700.00
			Current Fee Billing	0.00
			Total this Project	0.00

Project	7046.018	2021 Washington Water Main Improvements - Construction Administration		
Fee				
Total Fee		69,200.00		
Percent Complete		90.50	Total Earned	62,626.00
			Previous Fee Billing	60,896.00
			Current Fee Billing	1,730.00
			Total this Project	\$1,730.00

Project	7046.019	2021 Washington Water Main Improvements - Post Construction/Record Drawings		
Fee				
Total Fee		7,600.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00

Project	7046.011	Washington Water Main - Final Design	Invoice	0215499
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Total this Project	0.00
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Project	7046.020	2021 Washington Water Main Improvements - Construction Staking
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Total this Project	0.00
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Total this Invoice	\$1,730.00
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TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



INVOICE

Date: September 11, 2024

Invoice# : 8403

Dealer: TDS

Sold To: Washington Fire Department
215 E Washington Street
Washington, IA 52353

This invoice represents the amount due for the Fire Apparatus described below.

Type of Apparatus:	Chassis
Chassis Make, Model, (and Year):	Spartan Metro Star LFD 10"
Engine Make & Model:	Cummins ISX12 500HP
VIN#:	4S9CU2E95RC560635
TID#:	13920

INVOICE AMOUNT:

Chassis Payment Now Due

\$467,958.00

Thank you for your business!

104 Granite Avenue · Breda, IA 51436 · P 712 673 2328 · F 712 673 2200 · www.toyne.com

Built to take the call™

A horizontal banner at the bottom of the page features a background of orange and yellow flames on the left, transitioning to a dark background with white water droplets on the right. The text "Built to take the call™" is written in a white, bold, sans-serif font across the right side of the banner.

CONTRACT CHANGE ORDER FORM #3

Department: Washington Fire Department
 TID: 13920
 Dealer: Toyne - John Nepple
 Date: 09/11/24
 Billed Separately? no

This change order is a legal document that changes the content of the contractual agreement between Toyne, Inc. and the purchaser. It does not become effective until it is signed by all parties listed below. Each change must be numbered sequentially and must include the Quotewriter option number and price. If the item to be changed is not listed in the QW master file, the special pricing worksheet must be attached to this form.

Item #	Ind*	QW Number	Description of Change	Charge Amount
1			Chassis paid for upon arrival	(\$45,615.43)
2				\$0.00
3				\$0.00

* IND - (CL) Clarification, (C) Change, (A) Addition, (D) Delete

Charge Amount
(\$45,615.43)

Amount added to Final Invoice for Change Order #3	(\$45,615.43)
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**VEENSTRA
& KIMM INC.**
STATEMENT OF PROFESSIONAL SERVICES

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

September 20, 2024
Invoice No: 24659 - 7

Project Manager Leland Belding III

Engineering services for Central Park Restrooms:

Professional Services from August 18, 2024 to September 14, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical II	6.00	89.00	534.00	
Engineer I-A	3.50	237.00	829.50	
Engineer I-B	1.00	223.00	223.00	
Drafter III	16.50	115.00	1,897.50	
Totals	27.00		3,484.00	
Total Labor				3,484.00
		Total this Invoice		\$3,484.00



Monthly Case Report

9/1/2024 - 9/27/2024

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

24637	9/24/2024	727 E 2ND ST	Long grass	Hanger	9/26/2024	Anna Duwa	Closed
24636	9/24/2024	722 E Main St.	Long grass	Hanger	9/26/2024	Anna Duwa	Closed
24635	9/24/2024	1109 E. 3rd St.	Long grass	Hanger	9/26/2024	Anna Duwa	Closed
24634	9/24/2024	915 E 3RD ST	Long grass	Hanger	9/26/2024	Anna Duwa	Closed
24633	9/24/2024	320 W VAN BUREN ST	Long grass	Hanger	9/26/2024	Anna Duwa	Closed
24631	9/25/2024	508 N IOWA AVE	Long grass	Hanger	9/25/2024	Anna Duwa	Closed
24630	9/23/2024	426 S 2ND AVE	Long grass	Hanger	9/25/2024	Anna Duwa	Closed
24629	9/24/2024	303 E VAN BUREN ST	Long grass	Hanger	9/25/2024	Anna Duwa	Closed
24628	9/23/2024	615 E Madison St.	Long grass	Hanger	9/25/2024	Anna Duwa	Closed
24627	9/20/2024	713 W MADISON ST	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24626	9/20/2024	701 S B AVE	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24625	9/20/2024	702 S B AVE	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24624	9/20/2024	421 W VAN BUREN ST	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24623	9/20/2024	1011 N IOWA AVE	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24622	9/20/2024	421 W MAIN ST	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24621	9/20/2024	1502 N 4TH AVE	Long grass	Hanger	9/23/2024	Anna Duwa	Closed
24619	9/20/2024	1633 HIGHLAND AVE	Parking Violation	Hanger	9/27/2024	Anna Duwa	Closed
24617	9/20/2024	915 S C AVE	Dumpster	Hanger	9/27/2024	Anna Duwa	Closed

24616	9/19/2024	402 E MADISON ST	Long grass	Hanger	9/20/2024	Anna Duwa	Closed
24615	9/18/2024	914 E MADISON ST	Furniture outside	Hanger	9/20/2024	Anna Duwa	Closed
24614	9/18/2024	910 E MADISON ST	Long grass	Hanger	9/20/2024	Anna Duwa	Closed
24613	9/18/2024	601 E JEFFERSON ST	Long grass	Hanger	9/20/2024	Anna Duwa	Closed
24612	9/18/2024	401 E JEFFERSON ST	Long grass	Hanger	9/20/2024	Anna Duwa	Closed
24611	9/18/2024	427 E MADISON ST	Blowing debris onto road	Verbal Warning	9/19/2024	Anna Duwa	Closed
24610	9/18/2024	326 E JEFFERSON ST	Grass/weeds	Hanger	9/20/2024	Anna Duwa	Closed
24609	9/16/2024	508 E 7th St.	Furniture on curb	Hanger	9/25/2024	Anna Duwa	Closed
24608	9/16/2024	326 E JEFFERSON ST	Trailer w/ trash	Hanger	9/20/2024	Anna Duwa	Closed
24607	9/16/2024	302 W 2ND ST	Long grass	Hanger	9/18/2024	Anna Duwa	Closed
24606	9/16/2024	323 E 3rd St.	Long grass	Hanger	9/18/2024	Anna Duwa	Closed
24602	9/16/2024	308 E JEFFERSON ST	Long grass		9/16/2024	Anna Duwa	Closed
24601	9/12/2024	801 S Iowa Ave.	Water meter blocked	Notice of Violation	9/16/2024	Anna Duwa	Closed
24599	9/10/2024	426 S MARION AVE	Overgrowth onto sidewalk	Hanger	9/13/2024	Anna Duwa	Closed
24598	9/10/2024	514 S MARION AVE	Overgrowth onto sidewalk	Hanger	9/13/2024	Anna Duwa	Closed
24597	9/9/2024	903 E 3RD ST	Long grass	Hanger	9/12/2024	Anna Duwa	Closed
24596	9/9/2024	219 E MADISON ST	Long grass	Hanger	9/11/2024	Anna Duwa	Closed
24595	9/6/2024	615 E Madison St.	Long grass	Hanger	9/9/2024	Anna Duwa	Closed
24594	9/3/2024	423 W MADISON ST	Long grass	Hanger	9/5/2024	Anna Duwa	Closed
24593	9/6/2024	321 W MADISON ST	Long grass	Hanger	9/9/2024	Anna Duwa	Closed

24592	9/6/2024	403 W. Madison St.	Long grass	Hanger	9/9/2024	Anna Duwa	Closed
24591	9/3/2024	1108 E TYLER ST	Parking Violation	Hanger	9/11/2024	Anna Duwa	Closed
24590	9/3/2024	1212 E. 2nd St.	Long grass	Hanger	9/5/2024	Anna Duwa	Closed
24589	9/3/2024	201 W 7TH ST	Long grass	Hanger	9/5/2024	Anna Duwa	Closed
24588	9/3/2024	2224 250TH ST	Long grass	Hanger	9/5/2024	Anna Duwa	Closed

Group Total: 43

Group: Open

24651	9/27/2024	421 S 3RD AVE	Dumpster	Hanger	10/4/2024	Anna Duwa	Open
24650	9/27/2024	1002 S IOWA AVE	Overgrowth in backyard	Notice of Violation	10/7/2024	Anna Duwa	Open
24649	9/25/2024	627 E MAIN ST	Trash on trailer	Hanger	9/30/2024	Anna Duwa	Open
24648	9/25/2024	1019 S 9TH AVE	Mattress	Hanger	10/2/2024	Anna Duwa	Open
24647	9/25/2024	614 E TYLER ST	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24646	9/25/2024	904 S 10TH AVE	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24645	9/25/2024	313 W JEFFERSON ST	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24644	9/25/2024	912 E Main St.	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24643	9/25/2024	402 E 2ND ST	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24642	9/25/2024	1317 E. 3rd St.	Parking Violation	Hanger	10/2/2024	Anna Duwa	Open
24641	9/25/2024	611 S. B Ave.	Long grass	Hanger	9/27/2024	Anna Duwa	Open
24640	9/25/2024	717 S 2ND AVE	Parking Violation	Hanger	10/2/2024	Anna Duwa	Open
24639	9/25/2024	621 S 2ND AVE	Overgrowth in backyard	Hanger	10/2/2024	Anna Duwa	Open
24638	9/25/2024	433 E VAN BUREN ST	Furniture on curb	Hanger	10/2/2024	Anna Duwa	Open
24632	9/25/2024	401 E JEFFERSON ST	Dead tree	Notice of Violation	10/25/2024	Anna Duwa	Open

24620	9/20/2024	1121 E 2ND ST	Inoperable Vehicles	Letter	9/30/2024	Anna Duwa	Open
24618	9/20/2024	807 W 2ND ST	Parking Violation	Hanger	9/27/2024	Anna Duwa	Open
24605	9/16/2024	1008 S 11TH AVE	Building Code Violations	Notice of Violation	10/31/2024	Jeff Duwa	Open
24604	9/16/2024	1008 S 11TH AVE	Overgrown weeds	Email	10/7/2024	Anna Duwa	Open
24603	9/16/2024	1000 S 11th Ave.	Overgrown weeds	Email	10/7/2024	Anna Duwa	Open
24600	9/10/2024	432 E MONROE ST	Dumpster	Notice to Abate	10/7/2024	Anna Duwa	Open

Group Total: 21

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Total Records: 64

9/27/2024

*Joe Gaa, City Administrator
Kelsey Brown, City Clerk
Millie Youngquist, Mayor
Kevin Olson, City Attorney*



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

*Park Board Members:
Jayson Keil
Charles Halvorson
Erin Elgin
Jane Blieu
Erin Smith*

*Parks Superintendent:
Nick Pacha*

September City Council Update – Parks Department

- Mowing, trimming and spraying of all Parks properties and areas our Dept. maintains.
- Daily watering of flowers around parks and properties.
- Closing and winterization of pool spending time cleaning and getting the pool ready for winter. Putting away chairs, features, taking apart the equipment room etc.
- Daily Fountain maintenance and cleaning. Weekly vacuuming. We will try and keep the fountain up and running for Washington Homecoming festivities and close the fountain on Oct 7. Depends on weather and falling leaves.
- A lot of time spent on Wellness Park Soccer field concession/restroom project meetings
- Central Park restroom meetings and funding meetings.
- Fall soccer for WASP has begun. YMCA flag football has started also. They are using two of the outfields (fields 1&2) at the Wellness park. In the future they will probably use Soccer A so they have lights. Fall softball and baseball – WASA and WBC are practicing on the ballfields. YSF youth football and middle school football are using Greenfield and Redlinger field for practices.
- A lot of calls for rental of shelter at Sunset park and cleaning of shelters for rentals.
- Cleanup and setup for farmers markets, Marion Ave Church activities, Fall Craft Fair, Hospice 5K race at Sunset park
- Coordinating all the events and setup and cleanup of events that take place at Central park and Downtown
- Working with Chamber to get downtown top of building lights repaired and Frontier power pole reinstalled.
- WASP hosted two large soccer tournaments at 18th street and Wellness Park soccer fields, along with continued practices.
- Mary Bump memorial softball tournament at Wellness park.
- YMCA Flag football is in progress at Wellness park ballfields along with YMCA soccer at 18th St. soccer fields.
- Washington Middle school football and YSF practicing at Greenfield
- Softball and Baseball travel clubs using Wellness Park fields along with Greenfield, Redlinger and Water tower.

- KEWASH trail cleanup, including tree and bush trimming by hand all along the asphalt intown portion of the trail.
- Attended weekly Department head meetings.
- YMCA board meeting
- Wellness Park user group meeting with YMCA, Baseball, Softball, School users.
- Maintenance of all equipment including tractor, mowers, utility cart, gator etc.
- Shop and office cleaning and organizing trying to create more room.
- Removed, rehabbed, painted and reinstalled KEWASH trail sign at Central Park.
- Ground prep in many areas adding dirt for fall seed and seeding of areas
- Install of Lintz memorial bench and concrete near rocket slide.
- Painted exterior of concession stand at Greenfield.
- Weekly watering of over 200 young trees
- Bi-weekly garbage removal around parks.

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

MAINTENANCE & CONSTRUCTION DEPT. REPORT

8-31-24/9-13-24

STREETS: Personnel installed a few directional hospital signs on the west side of town and installed 3 of the Cultural signs coming into the downtown district on South Iowa, South 2nd Ave, South Ave B & North Ave B. Personnel graded a few alleys. The street sweeper cleaned the downtown on Thursday night/Friday morning.

WATER DISTRIBUTION: Personnel repaired the 12th water main break of 2024, located on South Ave G where a 9ft piece of 4 inch PVC was installed. Personnel installed a new water service at 1611 North 2nd Ave. Personnel also replaced a lead line with 1 inch plastic at 901 South Ave B. Personnel also potholed lead water services to inventory.

SEWER COLLECTION: Personnel televised a few times for a couple reasons, rats & to locate for a possible manhole structure.

STORM SEWER COLLECTION: Personnel constructed an intake grate located at D Ave-West Main St.

MECHANIC/SHOP: Personnel serviced PD #018, street sweeper, #311 (CB radio fuse box), #117 (new bolts in box vibrator), #403 Cemetery dump truck (changed wheel seal bearings & brakes), FD Engine 1 (checking battery and alternator), Generator (changed block heater), #303 (changed blown fuse under dash) and #004 (check codes:transmission fluid pressure low).

OTHER: Personnel responded to 68 One Call Locates. Personnel continued with the yard waste program. Personnel set up barricades for the Craft Fair and the Lincoln School Bikeathon.

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



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator *JG*

DATE: September 26, 2024

SUBJECT: Board of Adjustment Appointment

We currently have two vacancies on the Board of Adjustment. Attached you will find an application from Phil Minino. Phil lives and works in Washington and has been active in a variety of community activities. I recently met with him and discussed the role of the Board of Adjustment and the important role they play in zoning enforcement. I believe he is a good candidate and recommend that he be approved to serve on the Board of Adjustment. This item has been placed on the Council agenda for October 1st.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.



CITY OF WASHINGTON

BOARD/COMMISSION APPLICATION FORM

Please return to: City of Washington, ATTN: City Clerk, PO Box 516, Washington, IA 52353

Application for: ___ Airport Commission ___ Planning & Zoning Commission Board of Adjustment
___ Forestry Commission ___ Library Board ___ Historic Preservation Commission
___ Cable TV Commission ___ Tree Beautification Committee
___ Hotel/Motel Tax Fund Administration Committee ___ Park & Recreation Board

NAME PHIL MININO HOME ADDRESS 621 S. 15th AVE

OCCUPATION DIRECTOR OF ENGINEERING EMPLOYER BAROOKA FARMSTAR

PHONE NUMBER: HOME 563-299-7893 BUSINESS

E-MAIL ADDRESS PMININO@GMAIL.COM

EXPERIENCE AND/OR ACTIVITIES WHICH YOU FEEL QUALIFY YOU FOR THIS POSITION (PLEASE FEEL FREE TO ATTACH ADDITIONAL INFORMATION AS NEEDED)

SEE ATTACHMENT

WHAT IS YOUR PRESENT KNOWLEDGE OF THIS ADVISORY BOARD

SEE ATTACHMENT

WHAT CONTRIBUTIONS DO YOU FEEL YOU CAN MAKE TO THIS ADVISORY BOARD? (OR STATE REASON FOR APPLYING)

SEE ATTACHMENT

Signature [Handwritten Signature]

Date 9-3-24

Phil Minino

Board of Adjustment - Application Supplement

9/3/2024

Qualifications:

I am currently the Director of Engineering at Bazooka Farmstar in Washington, leading a team of mechanical engineers on equipment design projects. I'm also heavily involved in the analysis and decision making for major investments, which includes the recent acquisition of another business, capital expansion projects, and manufacturing contracts. I stay involved in other city functions, such as serving on the Chamber of Commerce Board of Directors for the last 5 years, having the role of President in my 3rd year. On that board, I'm part of the Personnel Committee and serve on the city's Hotel Motel Tax committee. I have bought and sold real estate in Washington for investment properties and my personal residences and have some experience working with contractors on projects that involve decisions and tradeoffs for city codes and zoning, functionality, and aesthetics.

Present Knowledge of this advisory board:

My understanding of what the Board of Adjustment does is through a detached garage project I worked on that would have required a roof height/pitch code variance. I discussed my reasoning with Jeff Duwa and Jim Ziegrowsky, who both walked me through the requirement of needing this board's approval. I prepared a presentation but ran into some other obstacles to moving the project forward before I presented it to this board.

Contributions I feel I can make:

While I'm not a construction or city planning expert, I feel that I approach problems with an analytical and objective viewpoint and am willing to learn whatever is necessary to make a good decision. I listen carefully to understand different viewpoints and seek creative ways to resolve issues, aiming for a win-win whenever possible. I am proud to live and work in Washington and care a great deal about preserving what it has to offer and continuing to move things in a positive direction. There are a lot of great people who serve this community and have made it what it is; I'd like to continue being part of these efforts through service on the Board of Adjustment.



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: 319-653-6584 ext 131

****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: ___SNOW: Lighting Ceremony, Lighted Parade, Carriage rides & Jingle Bell Run_____

Coordinator: Main Street Washington

Contact Number: ___319-653-3918_____

Email Address: samantha@washingtioniowa.org

2. **EVENT INFORMATION**

Event Description: Jingle Bell Run to start at 9am, need parking and roads blocked by 7am, live radio play (in library) will be 5-6p, tree lighting ceremony 6-6:30p, carriage rides 30 min before & after parade on the inside of square only (traffic outside can open up after parade like last year), lighted parade approx. 6:30p, map attached for roadblocks w/barricades, ideal to have traffic officer for parade and/or radio guys. JT Sips will be parked to sell hot cocoa and other holiday beverages (non alcoholic).

Days/Dates of Event: November 30, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) Jingle bell run 7a-10a; parade/ceremony 4:30p-9p

Event Location: Downtown/Central Park; Jingle Run -square to sunset park

Will event require an alcohol license or require modification of an existing license? ___Yes ___X___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.

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

Description: Close Washington St. in front of Library for the Radio Play so that spectators may view through the window starting at 4:30, followed by the entire square for the

Parade starting about 5:30 closing just the outside driving lane. Attached is the map for the carriage rides. There will be volunteers stationed at the line-up and people to clean up after the horses. We will have Santa's House open after the parade and some carolers on the square so people have more than one activity to do. We are not going to keep the streets blocked off after the parade, we'll remove barricades & cones (except for the ones at the carriage start/stop). The rides will go around the inside of the square and abide by stop signs and any traffic. This way cars can come and go and the rides will stay in a well-lit area.

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

Media Release, social media, & postcards to mailboxes. Signs will be placed in cones around downtown stating no parking after 4:30 for the parade & carriage rides.

Other Requests

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

Use of City Park (specify park : Central Park)
Electrical Needs: _____

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 x 2

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:

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? 1

Contact Person: Samantha Meyer, Steve Roth, Karisa Mellinger Phone: 319-653-3918 or 319-321-2049

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.



 Applicant/Sponsor Signature

Sept 16, 2024

 Date

DEPARTMENT APPROVALS

<u>Indicate Date Contacted</u>	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
_____	City Clerk (Liquor Licenses)		319-653-6584 ext 131	shart@washingtioniowa.gov Comments/Restrictions:
<u>9-16-24</u>	Police Chief	Jim Lester	319-458-0264	jlester@washingtioniowa.gov Comments/Restrictions:
<u>9-16-24</u>	Fire Chief	Brendan DeLong	319-461-3796	bdelong@washingtioniowa.gov Comments/Restrictions:
<u>9-16-24</u>	Streets	JJ Bell	319-653-1538	jjbell@washingtioniowa.gov Comments/Restrictions:
<u>9-16-24</u>	Parks	Nick Pacha	319-321-4886	npacha@washingtioniowa.gov Comments/Restrictions:
<u>n/a</u>	County Environmental Health (if serving food): Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us Comments/Restrictions:			

CITY COUNCIL APPROVAL

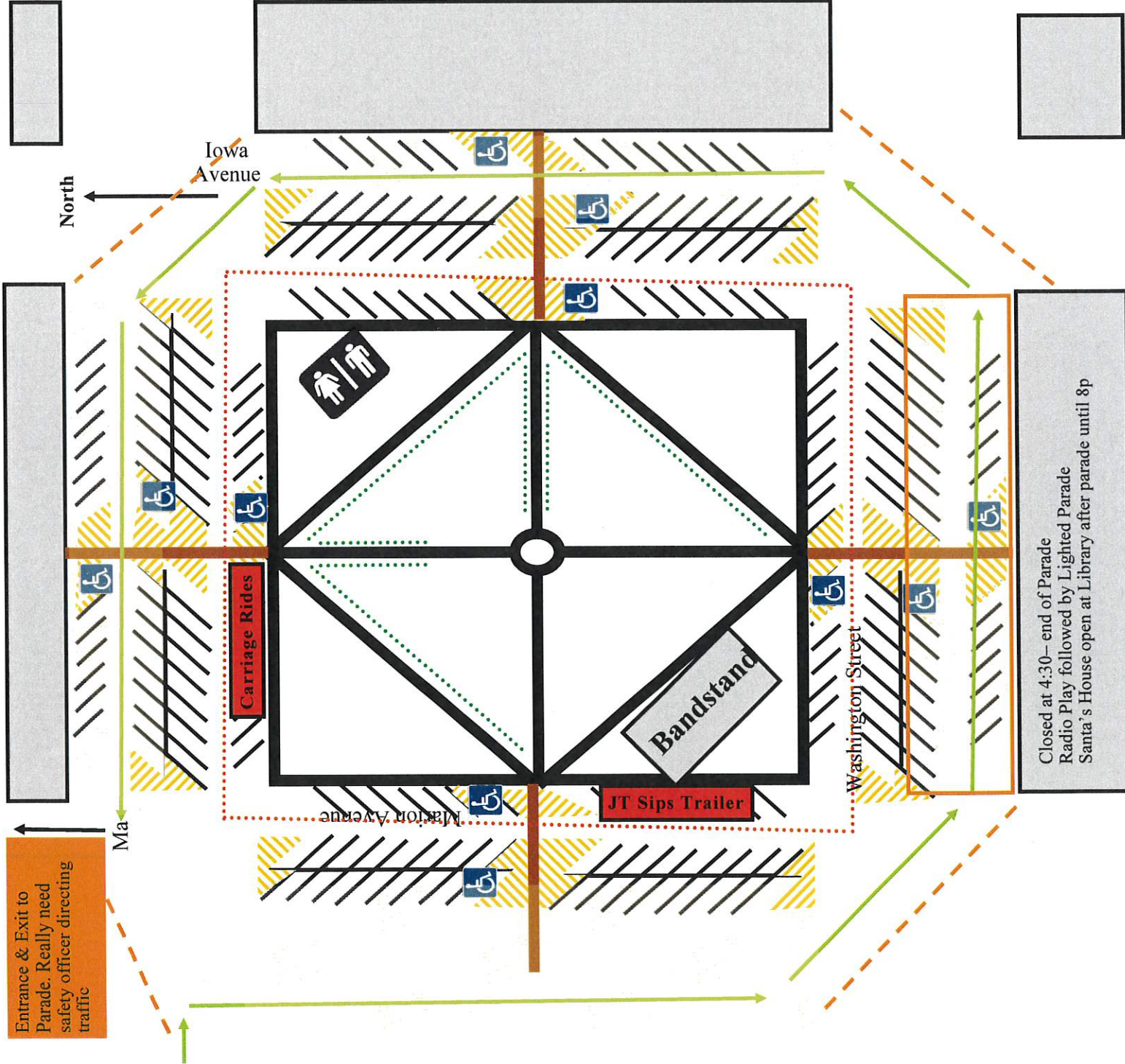
 City Clerk Signature

 Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

SNOW Parade & Events Layout 2024



Key:

Parking closure for Parade

Barricades

Parade Route

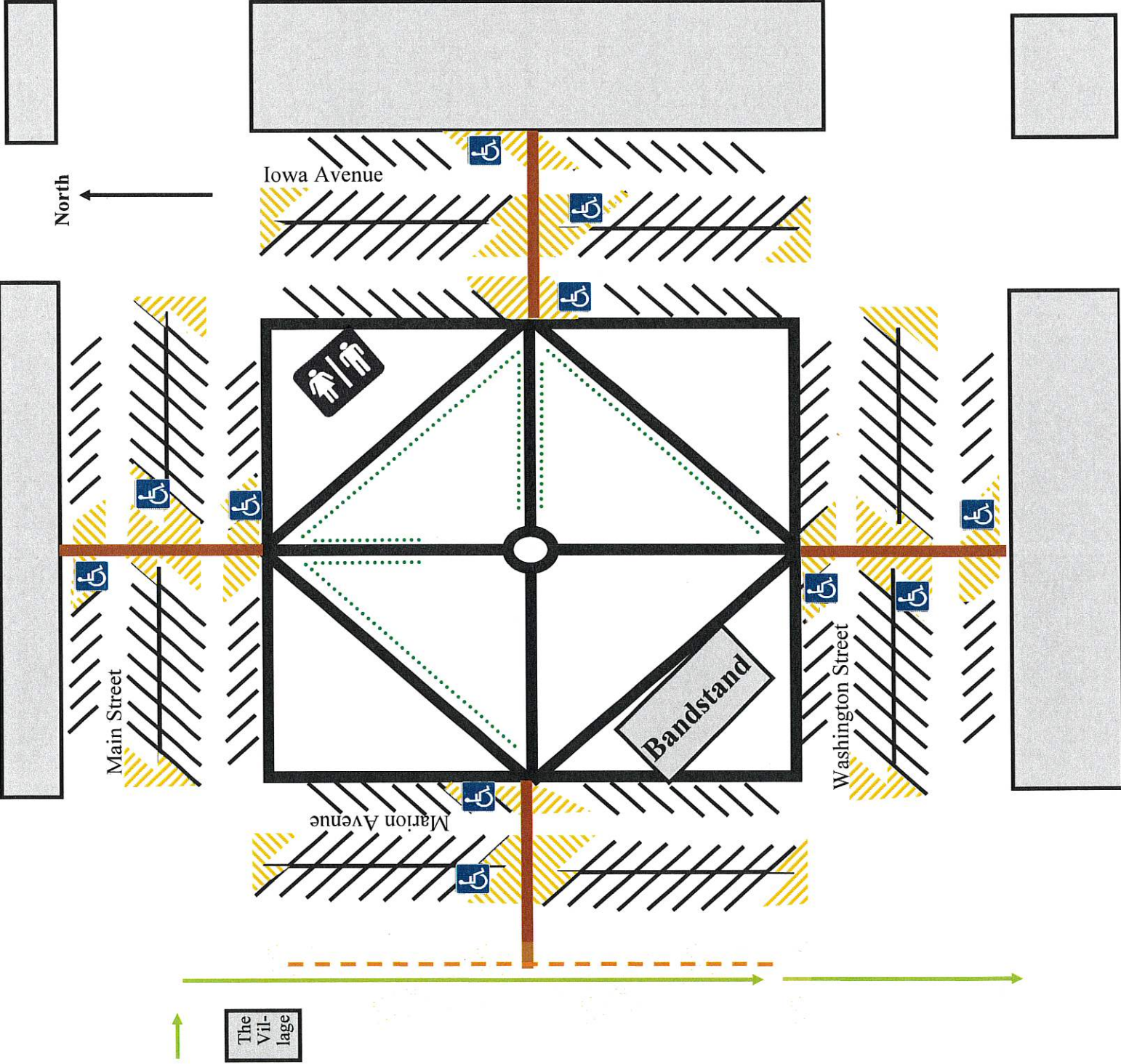
Lights of Love Memory trees

Carriage rides

Entrance & Exit to Parade. Really need safety officer directing traffic

Closed at 4:30-- end of Parade
Radio Play followed by Lighted Parade
Santa's House open at Library after parade until 8p

SNOW—Jingle Bell Run Route



Key:

--- Cones

— Parking closure for Parade

→ Run Route

Jingle Bell Run starts at JPs 207, turns at the Village, continues down Marion and turns at the church to go to Sunset Park

North

The Village

Bandstand

Main Street

Washington Street

Marion Avenue

Iowa Avenue



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: St. James Color Dash

Coordinator: Kim Farrell

Contact Number: 319-653-3631

Email Address: _____

2. EVENT INFORMATION

Event Description: Color run for students at St. James School. Public also able to attend

Days/Dates of Event: ~~10:00 AM - 12:00 PM~~ OCTOBER 4, 2014

Time(s) of Event: (Include Set Up/Tear Down Time) 10:00 AM to 12:00 PM

Event Location: St. James School

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: See attached map

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

N/A

Other Requests

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

Use of City Park (specify park : _____
Electrical Needs: _____

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: _____

Phone: _____

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.


 Applicant/Sponsor Signature

9/25/24
 Date

DEPARTMENT APPROVALS

Indicate Date Contacted	The applicant is responsible for coordinating with all applicable departments in advance of City Council consideration.			
<u>9/15/24</u>	City Administrator Deanna McCusker (Liquor Licenses)	319-653-6584	dmccusker@washingtioniowa.gov	Comments/Restrictions:
<u>9/24/24 email</u>	Police Chief Jim Lester	319-458-0264	jlester@washingtioniowa.gov	Comments/Restrictions:
<u>9/24/24 email</u>	Fire Chief Brendan DeLong	319-653-6584 x181	bdelong@washingtioniowa.gov	Comments/Restrictions:
<u>9/24/24 email</u>	Streets JJ Bell	319-653-1538	jjbell@washingtioniowa.gov	Comments/Restrictions:
<u>N/A</u>	Parks Nick Pacha	319-321-4886	npacha@washingtioniowa.gov	Comments/Restrictions:
<u>N/A</u>	County Environmental Health (if serving food): Jason Taylor	319-461-2876	jtaylor@co.washington.ia.us	Comments/Restrictions:

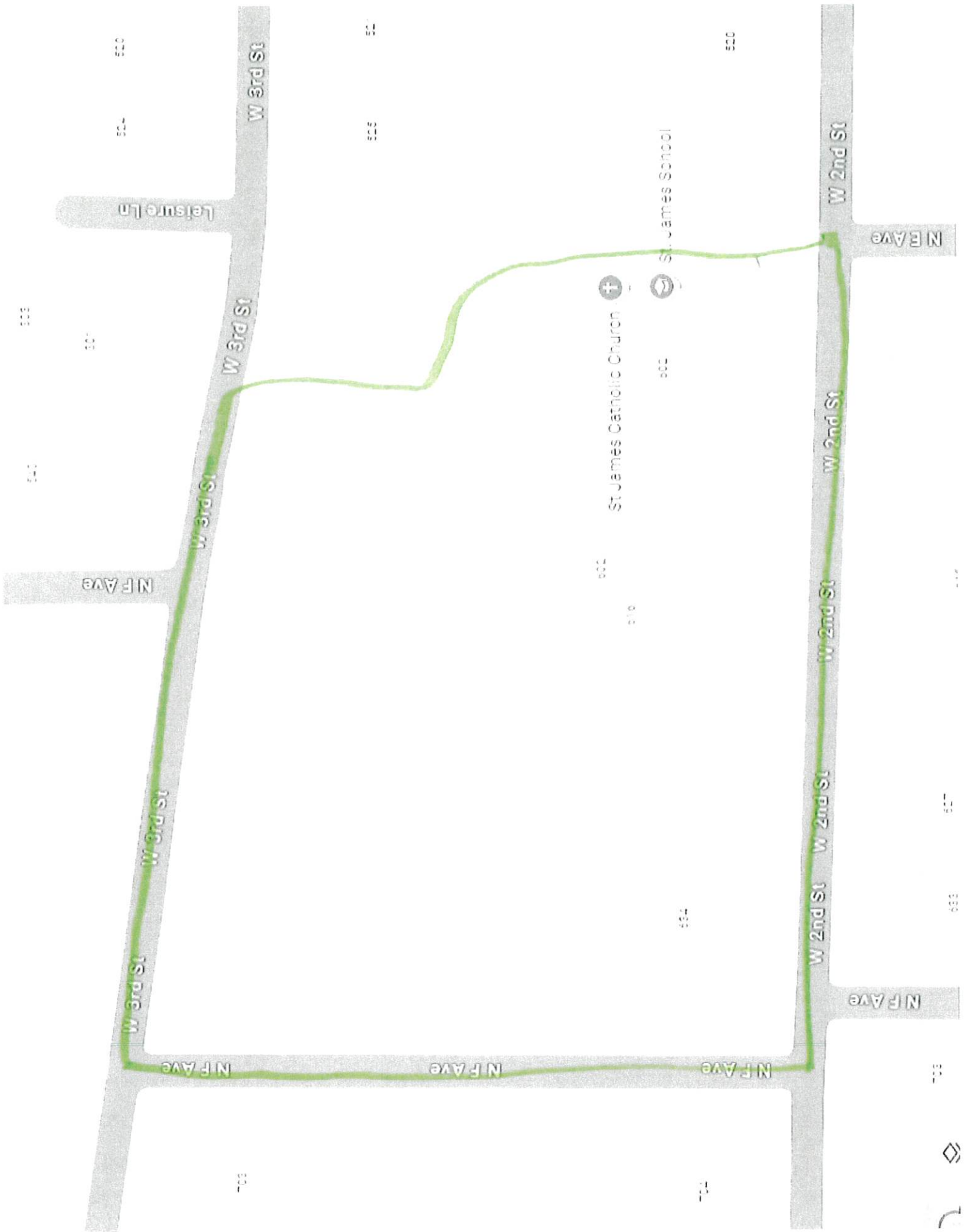
CITY COUNCIL APPROVAL

 City Clerk or Administrator Signature

 Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____



Certificate of Coverage

Date: 9/19/2024

Certificate Holder
 Diocese of Davenport
 780 W. Central Park Avenue
 Davenport, IA 52804

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 ST JAMES
 602 W. 2ND ST
 WASHINGTON, IA 52353-1933

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability	9165	7/1/2024	7/1/2025	Each Occurrence
	<input checked="" type="checkbox"/> Occurrence				500,000
	<input type="checkbox"/> Claims Made				General Aggregate
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
	Excess Liability				Med Exp (Any one person)
					Each Occurrence
					Annual Aggregate
	Other				Each Occurrence
					Claims Made
					Annual Aggregate
					Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 St. James' Color Dash on Friday, October 4, 2024.

Holder of Certificate

Cancellation

Additional Protected Person(s)

City of Washington

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul A. Peterson

0850000983

CITY OF WASHINGTON, IOWA

CLAIMS REPORT

OCTOBER 1, 2024

POLICE	ACE-N-MORE	USB CABLE	14.99	
	ALLIANT ENERGY	ALLIANT ENERGY	836.12	
	AMAZON CAPITAL SERVICES	LE TRAINING BOOKS	68.69	
	COBB OIL CO, INC.	FUEL	775.21	
	DE LAGE LANDEN PUBLIC FINANCE LLC	MDT LEASE	577.88	
	ELLIOTT BULK SERVICES, LLC	FUEL	2,983.20	
	EMBROIDERY BARN	UNIFORM ALTERATIONS/PATCHES	20.00	
	IGRAPHIX, INC	BUSINESS CARDS - BUTLER	52.00	
	IOWA LAW ENFORCMT ACADEMY	APPLICANT TESTING	150.00	
	KIECK'S CAREER APPAREL & UNIFORMS	UNIFORMS - NEW HIRE	395.76	
	MARCO, INC.	COPIER LEASE	449.99	
	RACOM CORPORATION	PORTABLE RADIO EAR PIECES	337.50	
	SECTOR	CAR COMP KEYBOARD/REPAIR	180.51	
	SIRCHIE ACQUISITION COMPANY	EVIDENCE SUPPLIES	13.60	
	VISA-TCM BANK, N.A.	TOOLS AND SUPPLIES	390.04	
	WASH CO TREASURER	STOP ON REG FEES-PARKING T	15.00	
	WASHINGTON DISCOUNT TIRE	TIRE REPAIR	34.45	
		TOTAL	7,294.94	
	FIRE	ACE-N-MORE	SUPPLIES	178.98
		ALLIANT ENERGY	ALLIANT ENERGY	1,881.28
CEC		DOOR BELL-AMP REPAIR	2,653.78	
COBB OIL CO, INC.		FUEL	86.90	
ELLIOTT BULK SERVICES, LLC		FUEL	404.64	
HIWAY SERVICE CENTER		PARTS	653.83	
LEET'S REFRIGERATION		REPAIR	132.00	
MIDWEST BREATHING AIR LLC		AIR TESTS	848.49	
SUMMIT FIRE PROTECTION		ANNUAL INSPECTION	311.00	
VISA-TCM BANK, N.A.		OFFICE SUPPLIES	317.18	
		TOTAL	7,468.08	
DEVELOPMENT SERVICES		ARNOLD MOTOR SUPPLY	PARTS	87.64
		WASHINGTON DISCOUNT TIRE	TIRE REPAIR	28.13
		TOTAL	115.77	
LIBRARY	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS	76.98	
	BAKER & TAYLOR	LIBRARY MATERIALS	585.79	
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	24.74	
	CINTAS CORP LOC. 342	MAT SERVICE	102.64	
	CLARION- PLAINSMAN	SUBSCRIPTION	46.00	
	GFC LEASING - WI	COPIER LEASE	253.20	
	GREINER BUILDINGS INC.	FURNITURE/FIXTURES	725.00	
	THE NEWS	SUBSCRIPTION	52.00	
	ULINE	OFFICE SUPPLIES	183.79	
	VISA-TCM BANK, N.A.	POSTAGE, ZOOM, MATERIALS	694.02	
	WCDC INC	WINDOW WASHING	40.00	
		TOTAL	2,784.16	

PARKS	ACE-N-MORE	SUPPLIES	79.17
	ALLIANT ENERGY	ALLIANT ENERGY	312.13
	AMAZON CAPITAL SERVICES	SUPPLIES	39.96
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	90.16
	COBB OIL CO, INC.	FUEL	104.23
	COBB OIL CO., INC-BP ONE TRIP	FUEL	16.24
	ELLIOTT BULK SERVICES, LLC	FUEL	887.70
	JOHN DEERE FINANCIAL	PARTS	118.82
	O'REILLY AUTOMOTIVE INC	PAINT AND SEALER	92.76
	POPEJOY, ELIANA	24-MUNICIPAL BAND PAY	29.00
	QUACKENBUSH, ZAAAN	24- MUNICIPAL BAND PAY	29.00
	STOUT COMPANIES	PAINT/GRASS SEED	859.50
	VISA-TCM BANK, N.A.	CTRL PARK ELEC ,POOL VALVE	62.90
	WASHINGTON RENTAL	REPAIR	77.34
	TOTAL	2,798.91	
POOL	ARNOLD MOTOR SUPPLY	POOL ANTIFREEZE	88.68
	VISA-TCM BANK, N.A.	CTRL PARK ELEC ,POOL VALVE	86.61
		TOTAL	175.29
CEMETERY	ACE-N-MORE	SUPPLIES/TOOLBOX/SAW/GLOVES	516.22
	ALLIANT ENERGY	ALLIANT ENERGY	217.50
	ARNOLD MOTOR SUPPLY	PARTS	258.88
	CENTRAL IOWA DISTRIBUTING	SUPPLIES	112.00
	ELLIOTT BULK SERVICES, LLC	FUEL	265.28
	GLANDON'S WESTSIDE SERVICE	SPARE TIRE MOUNT	21.00
	O'REILLY AUTOMOTIVE INC	NEW BATTERY FOR TRUCK	34.00
	THOMPSON TRUCK AND TRAILER INC.	DUMP TRUCK REPAIR	369.34
	VISA-TCM BANK, N.A.	MEALS, FUEL & TRUCK	1,443.28
	WASHINGTON LUMBER	CREMATION DISPLAY	93.10
	WASHINGTON RENTAL	TRIMMER STRING	277.97
		TOTAL	3,608.57
	FINANCIAL ADMIN	ALLIANT ENERGY	ALLIANT ENERGY
ACCESS SYSTEMS LEASING		COPIER LEASE	433.61
EASTERN IOWA CHIROPRACTIC CENTRE, PC		PRE-EMPLOYMENT SCREENING	165.00
IGRAPHIX, INC		NEWSLETTER PRINTING & POST	2,862.01
IMPRESSIONS COMPUTERS, INC		COMPUTER MAINENANCE	276.25
POSTMASTER		PERMIT FEE #85	350.00
VISA-TCM BANK, N.A.		WEB SERVICES & ADOBE	183.96
		TOTAL	5,734.05
AIRPORT	ACE-N-MORE	SUPPLIES	19.58
	ALLIANT ENERGY	ALLIANT ENERGY	125.39
	CAPPER CHRYSLER DODGE JEEP RAM	VAN REPAIR	2,308.83
	VISA-TCM BANK, N.A.	ZOOM FEE	17.11
		TOTAL	2,470.91

ROAD USE	ACE ELECTRIC, INC	GENERATOR HEATER	150.92	
	ACE-N-MORE	SUPPLIES	89.92	
	ARNOLD MOTOR SUPPLY	PARTS	575.18	
	CJ COOPER & ASSOC.	EMPLOYMENT SCREENING	50.00	
	COBB OIL CO, INC.	FUEL	242.59	
	EASTERN IOWA CHIROPRACTIC CENTRE, PC	PRE-EMPLOYMENT SCREENING	165.00	
	ELLIOTT BULK SERVICES, LLC	FUEL	1,963.71	
	GIERKE ROBINSON CO., INC	ADA PADS FOR SIDEWALKS	790.50	
	HI-LINE INC	PARTS	384.86	
	ROSE EQUIPMENT LLC	STREET SWEEPER PARTS	763.55	
	ULINE	SAND BAGS	146.14	
	WASHINGTON LUMBER	LUMBER/PARTS	29.78	
	ZARNOTH BRUSH WORKS	BROOMS FOR SWEEPER	940.40	
		TOTAL	6,292.55	
	STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	285.03
		TOTAL	285.03	
HOTEL/MOTEL TAX	VISA-TCM BANK, N.A.	WEB SERVICES & ADOBE	150.53	
		TOTAL	150.53	
K-9 PROGRAM	TOWN & COUNTRY VET CLINIC	K-9 BOARDING	71.50	
		TOTAL	71.50	
LIBRARY GIFT	GREINER BUILDINGS INC.	FURNITURE/FIXTURES	725.00	
	MAULSBY, DARCY	AUTHOR FEST	200.00	
	MCCLENAHAN, CRAIG	AUDIO 101-MAKE IT SPACE	150.00	
	OVERDRIVE, INC.	DIGITAL SERVICES	231.75	
	VISA-TCM BANK, N.A.	POSTAGE, ZOOM, MATERIALS	644.03	
		TOTAL	1,950.78	
WATER PLANT	ACE-N-MORE	SUPPLIES	111.93	
	ALLIANT ENERGY	ALLIANT ENERGY	285.20	
	COBB OIL CO, INC.	FUEL	38.12	
	CONKLIN, DANA	MILEAGE REIMBURSEMENT	20.31	
	ELLIOTT BULK SERVICES, LLC	FUEL	229.12	
	EPPERLY, RANDY	MILEAGE REIMBURSEMENT	14.41	
	FERGUSON WATERWORKS# 2516	METER & FITTINGS	1,217.84	
	FRANZEN, DENNIS	S WATER TOWER LIGHT REPAIR	135.00	
	HAHN, GRACE	WATER DEPOSIT REFUND	96.16	
	IGRAPHIX, INC	DISCONNECT NOTICE	171.00	
	MIDWEST ALARM	SERVICE CALL FOR ALARM	170.00	
	POSTMASTER	BULK MAILING WATER BILLS	1,267.59	
	WASH CHAMBER OF COMMERCE	LEADERSHIP WASHINGTON	350.00	
	WATER SOLUTIONS UNLIMITED	CHEMICALS	14,446.03	
		TOTAL	18,552.71	
	WATER DISTRIBUTION	ACE-N-MORE	SUPPLIES	141.54
		ALLIANT ENERGY	ALLIANT ENERGY	39.13

ARNOLD MOTOR SUPPLY	PARTS	26.86
BUSINESS RADIO SALES INC	2 WAY RADIO & PARTS	484.56
ELLIOTT BULK SERVICES, LLC	FUEL	344.38
HI-LINE INC	PARTS	445.00
IOWA ONE CALL	SERVICE	126.90
JOHN DEERE FINANCIAL	PARTS	459.77
MIDWEST WHEEL	TRUCK EQUIPMENT	152.52
QUAD CITIES WINWATER	PARTS	904.68
ULINE	EAR PLUGS	75.09
VISA-TCM BANK, N.A.	LED LIGHTS OVERHEAD BAY	909.90
	TOTAL	4,110.33

SEWER PLANT

ALLIANT ENERGY	ALLIANT ENERGY	14,746.40
CASH-N-CARRY CHEMICALS LLC	WEED KILLER	80.00
COBB OIL CO, INC.	FUEL	101.30
ELLIOTT BULK SERVICES, LLC	FUEL	532.34
EUROFINS ENVIRONMENT TESTING NC	CERTIFIED TESTING	100.00
IGRAPHIX, INC	SHIPPING H2S METER	18.24
JOHN DEERE FINANCIAL	MOWER BELT	118.30
USA BLUEBOOK	LAB SUPPLIES	93.41
VULCAN INDUSTRIES, INC.	SWIVEL JOINT FOR PRESS	589.00
	TOTAL	16,378.99

SEWER COLLECTION

ARNOLD MOTOR SUPPLY	PARTS/WASHER FLUID	66.40
COBB OIL CO, INC.	FUEL	117.56
MOSE LEVY CO INC	ANGLE IRON AND MATERIALS	42.88
MIDWEST WHEEL	TRUCK EQUIPMENT	1,003.35
G & R MILLER CONSTRUCTION	COUPLER	14.60
ACE ELECTRIC. INC	GENERATOR SERVICE	827.27
RIVER PRODUCTS	BALLAST STONE	449.03
THOMPSON TRUCK AND TRAILER INC.	FLEETRITE GALLONS	219.80
ELLIOTT BULK SERVICES, LLC	FUEL	765.07
	TOTAL	3,505.96

SANITATION

WASH CO HUMANE SOCIETY	HUMANE SOCIETY COLLECTIONS	337.04
	TOTAL	337.04

TOTAL 84,086.10

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 10/4/2024 Charge _____ Credit _____
Cancellation Date of Endorsement 10/5/2024
Certificate Holder Diocese of Davenport 780 W. Central Park Avenue Davenport, IA 52804
Location ST JAMES 602 W. 2ND ST WASHINGTON, IA 52353-1933

Certificate No. 9165 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an *Additional Protected Person(s)* the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Washington
Remarks: St. James' Color Dash on Friday, October 4, 2024.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the *Additional Protected Person(s)* named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the *Protected Person(s)*. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the *Additional Protected Person(s)* must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the *Additional Protected Person(s)* by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any *Occurrence* outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the *Additional Protected Person(s)* for *Occurrences* which cannot be attributed to primary acts or omissions of the *Protected Person(s)*.
5. Provided that a premises is utilized by the *Protected Person(s)* in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the *Additional Protected Person(s)* for premises defects or other *Occurrences* which could not be discovered by the *Protected Person(s)* with reasonable diligence.
6. The limited coverage afforded to the *Additional Protected Person(s)* by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the *Certificate Holder* under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the *Additional Protected Person(s)* will not precede the effective date of this endorsement or extend beyond the cancellation date.

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
AUGUST 31, 2024**

FUND	8/1/2024	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	8/31/2024
	BEGINNING CASH BALANCE					ENDING CASH BALANCE
001-GENERAL FUND	657,446.17	92,066.19	-	709,332.19	-	40,180.17
002-AIRPORT FUND	457,248.35	44,682.05	-	146,660.56	-	355,269.84
010-CHAMBER REIMBURSEMENT	(7,454.62)	9,091.84	-	10,812.53	-	(9,175.31)
011-MAIN STREET REIMBURSEMENT	1,061.41	4,701.65	-	5,500.77	-	262.29
012-WEDG REIMBURSEMENT	5,534.20	9,573.26	-	13,074.05	-	2,033.41
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	-	-	-	231,473.15
110-ROAD USE	538,656.47	78,094.03	-	62,855.22	-	553,895.28
112-EMPLOYEE BENEFITS	-	7,982.16	-	7,982.16	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	-	-	-	-	-
121-LOCAL OPTION SALES TAX	-	107,298.87	-	107,298.87	-	-
122-LOST DEBT SERVICE	87,757.84	70,682.16	-	300.00	-	158,140.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	121,834.80	6,112.09	-	9,591.00	-	118,355.89
125-UNIF COMM UR-NE IND	-	-	-	-	-	-
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	-	-	-	-	-
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	-	-	-	-	-
133-UNIF COMM UR-IRE	-	-	-	-	-	-
134-DOWNTOWN COMM UR	-	-	-	-	-	-
145-HOUSING REHABILITATION	(78,208.32)	5,355.00	-	-	-	(72,853.32)
146-LMI TIF SET-ASIDE	83,818.20	-	-	-	-	83,818.20
200-DEBT SERVICE	29,642.65	9,021.84	-	1,150.00	-	37,514.49
300-CAPITAL EQUIPMENT	829,931.51	19,774.39	-	73,743.28	-	775,962.62
301-CAPITAL PROJECTS FUND	222,152.64	249,108.06	-	6,665.30	-	464,595.40
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	907,849.18	-	-	-	-	907,849.18
308-INDUSTRIAL DEVELOPMENT	519,448.18	9,342.92	-	6,840.16	-	521,950.94
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	(85,169.10)	250.00	-	6,506.50	-	(91,425.60)
311-SIDEWALK REPAIR & REPLACE	121,539.86	-	-	1,888.00	-	119,651.86
312-TREE REMOVAL & REPLACE	15,123.59	-	-	-	-	15,123.59
315-RESIDENTIAL DEVELOPMENT	513,920.70	175.62	-	70.00	-	514,026.32
317-ARPA CAPITAL PROJECTS	228,447.58	2,338.23	-	-	-	230,785.81
325-BUILDING & FACILITY MAINT	120,824.39	-	-	-	-	120,824.39
510-MUNICIPAL BAND	12,106.96	-	-	-	-	12,106.96
520-DOG PARK	3,575.87	-	-	-	-	3,575.87
530-TREE COMMITTEE	20,038.29	75.00	-	10,063.04	-	10,050.25
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	4,508.98	25.00	-	44.99	-	4,488.99
545-SAFETY FUND	6,028.73	-	-	-	-	6,028.73
550-PARK GIFT	47,534.86	370.54	-	1,165.50	-	46,739.90
570-LIBRARY GIFT	74,564.19	34,264.20	-	9,336.31	-	99,492.08
580-CEMETERY GIFT	1,968.00	-	-	-	-	1,968.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	531,299.74	196,349.13	-	162,057.72	-	565,591.15
601-WATER DEPOSIT FUND	33,080.00	900.00	-	1,050.00	-	32,930.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	461,193.68	25,081.00	-	341,719.11	-	144,555.57
610-SANITARY SEWER	1,022,513.82	208,600.70	-	322,893.97	-	908,220.55
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	273,493.11	60,223.70	-	106,393.14	-	227,323.67
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	609,500.33	716.80	-	4,762.85	-	605,454.28
951-UNEMPLOYMENT SELF INS	89,584.27	8.78	-	-	-	89,593.05
TOTAL BALANCE	8,796,670.91	1,252,265.21	-	2,129,757.22	-	7,919,178.90

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	385,613.63 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	-
Cash in Drawer	350.00	N/A
Investment in IPAIT	2,639,952.02	0.20%
Wash St - Farm Mgmt Acct	207,394.06	-
Wash St Bank - CD 1/14/2019	535,177.38	0.65%
Wash St Bank - CD 08/30/2018	275,748.22	0.65%
Wash St Bank - ISC Account	3,874,943.59	4.25%
TOTAL CASH IN BANK	7,919,178.90	

(1) Washington State Bank	804,582.64
Outstanding Deposits & Checks/Wages payable	(418,969.01)
	385,613.63

CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
AUGUST 31, 2024

FUND	7/1/2024	Y-T-D	REVENUES NOT	Y-T-D	EXPENSES NOT	8/31/2024
	BEGINNING CASH BALANCE	REVENUES	YET RECEIVED	EXPENDITURES	YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	192,588.70	-	1,152,408.53	-	40,180.17
002-AIRPORT FUND	387,734.94	120,915.60	-	153,380.70	-	355,269.84
010-CHAMBER REIMBURSEMENT	3,262.44	9,091.84	-	21,529.59	-	(9,175.31)
011-MAIN STREET REIMBURSEMENT	472.15	9,403.30	-	9,613.16	-	262.29
012-WEDG REIMBURSEMENT	4,835.72	19,146.52	-	21,948.83	-	2,033.41
050-DOWNTOWN INCENTIVE GRANT	231,473.15	-	-	-	-	231,473.15
110-ROAD USE	620,246.57	162,315.54	-	228,666.83	-	553,895.28
112-EMPLOYEE BENEFITS	-	12,649.54	-	12,649.54	-	-
113-LIABILITY INSURANCE	-	-	-	-	-	-
114-EMERGENCY LEVY	-	351.90	-	351.90	-	-
121-LOCAL OPTION SALES TAX	-	224,309.33	-	224,309.33	-	-
122-LOST DEBT SERVICE	-	158,440.00	-	300.00	-	158,140.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	120,681.62	16,026.47	-	18,352.20	-	118,355.89
125-UNIF COMM UR-NE IND	-	-	-	-	-	-
126-SE RES UR	-	-	-	-	-	-
127-UNIF COMM UR - BRIARWOOD	-	-	-	-	-	-
128-URBAN RENEWAL AREA #3B/D	-	-	-	-	-	-
129-SC RES UR	-	-	-	-	-	-
130-URBAN RENEWAL AREA #3D	-	-	-	-	-	-
131-URBAN RENEWAL AREA #4	-	-	-	-	-	-
132-UNIF COMM UR - EBD	-	-	-	-	-	-
133-UNIF COMM UR-IRE	-	-	-	-	-	-
134-DOWNTOWN COMM UR	-	-	-	-	-	-
145-HOUSING REHABILITATION	-	(41,128.32)	-	31,725.00	-	(72,853.32)
146-LMI TIF SET-ASIDE	37,334.88	-	-	(46,483.32)	-	83,818.20
200-DEBT SERVICE	24,845.68	13,818.81	-	1,150.00	-	37,514.49
300-CAPITAL EQUIPMENT	910,654.02	25,526.48	-	160,217.88	-	775,962.62
301-CAPITAL PROJECTS FUND	374,940.02	264,063.66	-	174,408.28	-	464,595.40
303-WWTP CAPITAL PROJ FUND	-	-	-	-	-	-
305-RIVERBOAT FOUND CAP PROJ	822,830.08	-	-	(85,019.10)	-	907,849.18
308-INDUSTRIAL DEVELOPMENT	519,625.13	18,692.05	-	16,366.24	-	521,950.94
309-MUNICIPAL BUILDING	-	-	-	-	-	-
310-WELLNESS PARK	-	(84,769.10)	-	6,656.50	-	(91,425.60)
311-SIDEWALK REPAIR & REPLACE	120,578.86	1,089.00	-	2,016.00	-	119,651.86
312-TREE REMOVAL & REPLACE	15,648.59	-	-	525.00	-	15,123.59
315-RESIDENTIAL DEVELOPMENT	513,765.90	330.42	-	70.00	-	514,026.32
317-ARPA CAPITAL PROJECTS	226,091.67	4,694.14	-	-	-	230,785.81
325-BUILDING & FACILITY MAINT	120,824.39	-	-	-	-	120,824.39
510-MUNICIPAL BAND	12,106.96	-	-	-	-	12,106.96
520-DOG PARK	3,575.87	-	-	-	-	3,575.87
530-TREE COMMITTEE	20,038.29	75.00	-	10,063.04	-	10,050.25
535-NEIGHBORHOOD PRIDE	-	-	-	-	-	-
540-POLICE FORFEITURE	3,631.25	-	-	-	-	3,631.25
541-K-9 PROGRAM	4,499.73	75.00	-	85.74	-	4,488.99
545-SAFETY FUND	5,028.73	1,000.00	-	-	-	6,028.73
550-PARK GIFT	47,414.86	490.54	-	1,165.50	-	46,739.90
570-LIBRARY GIFT	75,624.89	35,534.96	-	11,667.77	-	99,492.08
580-CEMETERY GIFT	1,968.00	-	-	-	-	1,968.00
590-CABLE COMMISSION	-	-	-	-	-	-
600-WATER UTILITY	490,805.38	398,973.72	-	324,187.95	-	565,591.15
601-WATER DEPOSIT FUND	33,605.00	2,100.00	-	2,775.00	-	32,930.00
602-WATER SINKING	-	-	-	-	-	-
603-WATER CAPITAL PROJECTS	475,026.40	25,081.00	-	355,551.83	-	144,555.57
610-SANITARY SEWER	889,421.83	419,438.35	-	400,639.63	-	908,220.55
612-SEWER SINKING	-	-	-	-	-	-
613-SEWER CAPITAL PROJECTS	-	-	-	-	-	-
670-SANITATION	213,672.82	120,686.30	-	107,035.45	-	227,323.67
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	612,974.65	1,135.93	-	8,656.30	-	605,454.28
951-UNEMPLOYMENT SELF INS	89,579.14	13.91	-	-	-	89,593.05
TOTAL BALANCE	9,113,989.61	2,132,160.59	-	3,326,971.30	-	7,919,178.90

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	385,613.63 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT	2,639,952.02	0.20%
Wash St - Farm Mgmt Acct	207,394.06	
Wash St Bank - CD 1/14/2019	535,177.38	0.65%
Wash St Bank - CD 08/30/2018	275,748.22	0.65%
Wash St Bank - ISC Account	3,874,943.59	4.25%
TOTAL CASH IN BANK	7,919,178.90	

(1) Washington State Bank	804,582.64
Outstanding Deposits & Checks/Wages payable	(418,969.01)
	<u>385,613.63</u>



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

WWTP MEMORANDUM

To: City Administrator, Council, Mayor, and Finance Director
From: Jason Whisler
Subject: Fall 2024 Land Application of treated bio-solids
Date: Friday, September 27th 2024

It's that time of the year again we will be land applying our treated bio-solids in the near future. I sent out cost estimate letters to Three (3) area manure contactors. I only received one (1) letter back from Premier Pumping LLC (formally Iowa grow Inc.). Premier pumping cost estimate was three point six cents per (\$0.036) cents per gallon. I'm estimating there will be between one point two million gallons (1,200,000) to one point five million gallons (1,500,000). This project will exceed \$7,500.00, so council approval is necessary. We won't know the total cost until the tank is empty and the number of gallons are totaled. There is money available in account # 610-6-8015-6599 for this project.

Please let me know if you have any questions.

Thanks,

Jason Whisler

Premier Pumping LLC

PO Box 1200
Kalona, IA 52247
(319) 540-1518
premierpumpingllc@gmail.com



Estimate

ADDRESS
City of Washington
215 East Washington Street
Washington, IA 52353

ESTIMATE 1004
DATE 09/19/2024
EXPIRATION DATE 12/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/01/2024	Manure Pumping	Manure pumping including: booster pump pumping, injection of the bio-solids below the soil surface with an applicator and GPS mapping.	1,500,000	0.036	54,000.00

Jason, our bid this year is \$.036/gal. Please let us know if you have any questions. Thank you!

TOTAL

\$54,000.00

Accepted By

Accepted Date

*Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney*



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

Memorandum

September 24, 2024

To: Mayor & City Council
Cc: City Administrator

From: Kelsey Brown
Finance Director

Re: FY24 Street Finance Report

The Street Finance Report is a required report that details city receipts and expenditures on street-related expenses. This report is filed with the Iowa Department of Transportation. They then compile all the results for the federal level. Filing this report enables us to continue to receive our Road Use Tax dollars.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Washington

9/24/2024 3:18:03 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$687,333	\$0	\$0	\$371,077	\$0	\$1,058,410
Sub Total Expenses (-)		\$870,297		\$264,572	\$349,717		\$1,484,586
Transfers Out (-)		\$349,717	\$94,009				\$443,726
Subtotal Revenues (+)	\$0	\$1,058,893	\$94,009	\$264,572		\$0	\$1,417,474
Transfers In (+)		\$94,009			\$349,717		\$443,726
Ending Balance	\$0	\$620,221	\$0	\$0	\$371,077	\$0	\$991,298

Resolution Number: 2024-

Execution Date: Tuesday, October 1, 2024

Signature: KELSEY BROWN



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Washington

9/24/2024 3:18:03 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$255,335					\$255,335
Benefits - Roads/Streets		\$78,057					\$78,057
Training & Dues		\$4,178					\$4,178
Building & Grounds Maint. & Repair		\$330					\$330
Vehicle & Office Equip Operation and Repair		\$43,848					\$43,848
Operational Equipment Repair		\$19,688					\$19,688
Other Maintenance and Repair		\$107					\$107
Street Maintenance Expense		\$39,769					\$39,769
Other Contract Services		\$9,593					\$9,593
Minor Equipment Purchases		\$6,897					\$6,897
Operating Supplies		\$37,665					\$37,665
New Posts & Signs		\$6,494					\$6,494
Other Supplies		\$8,348					\$8,348
Street - Capacity Improvement					\$349,717		\$349,717
Street - Preservation		\$95,301					\$95,301
Principal Payment				\$188,357			\$188,357



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Washington
9/24/2024 3:18:03 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Interest Payment				\$75,727			\$75,727
Bond Registration Fees				\$488			\$488
Transfer Out		\$349,717	\$94,009				\$443,726
Street Lighting		\$205,480					\$205,480
Snow Removal		\$23,049					\$23,049
Accounting/Recording		\$816					\$816
Snow Removal Salaries		\$35,342					\$35,342
Total		\$1,220,014	\$94,009	\$264,572	\$349,717		\$1,928,312



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Washington

9/24/2024 3:18:03 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$70,247	\$264,572			\$334,819
TIF Revenues			\$23,762				\$23,762
Interest		\$2,526					\$2,526
State Revenues - Road Use Taxes		\$1,038,489					\$1,038,489
Charges/fees						\$0	\$0
Contributions		\$17,878					\$17,878
Transfer In		\$94,009			\$349,717		\$443,726
Total	\$0	\$1,152,902	\$94,009	\$264,572	\$349,717	\$0	\$1,861,200



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Washington
9/24/2024 3:18:03 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2022 GO Bond	\$3,553,646	\$125,000	\$110,280	\$27,407	\$24,180	\$3,428,646
15 street	\$1,230,000	\$100,000	\$39,825	\$10,000	\$3,983	\$1,130,000
18 street/fs/swr	\$1,525,000	\$305,000	\$46,070	\$98,310	\$14,850	\$1,220,000
20A STREET/EQUIP/ SWR	\$4,195,000	\$135,000	\$83,900	\$52,640	\$32,715	\$4,060,000
Total	\$10,503,646	\$665,000	\$280,075	\$188,357	\$75,728	\$9,838,646



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Washington

9/24/2024 3:18:03 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Freightliner	2009	Purchased	\$0	No Change
Chevy Tahoe	2014	Purchased	\$0	No Change
FORD F250	2002	Purchased	\$0	No Change
CHEVY K30	1989	Purchased	\$0	No Change
CHEVY 2500HD	2013	Purchased	\$0	No Change
WESTERN HW-10	1994	Purchased	\$0	No Change
IH 4900	2000	Purchased	\$0	No Change
INTERNATIONAL 4900	1999	Purchased	\$0	No Change
INTERNATIONAL 7400	2009	Purchased	\$0	No Change
JOHN DEERE 544H LOADER	2001	Purchased	\$0	No Change
CAT END LOADER 926M	2017	Purchased	\$0	No Change
CATERPILLAR 120H GRADER	2001	Purchased	\$0	No Change
GLOBAL M3 STREET SWEEPER	2019	Purchased	\$149,750	No Change
CASE SV300 SKID LOADER	2011	Purchased	\$0	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Washington
9/24/2024 3:18:03 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
---------------------	----------------	-------------	-----------------



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: September 26, 2024

SUBJECT: Second Reading of Alley Vacation Ordinance

At an August 13th meeting the Planning and Zoning Commission approved forwarding a recommendation to the City Council to vacate and dispose of a street/alley. North Third Avenue currently dead ends in Alliant Energy's parking lot and has basically become part of the parking lot. The street joins an alley that extends to the east.

The first reading of an ordinance to vacate the street/alley was approved at the September 17th Council meeting. A second reading has been placed on the October 1st Council meeting agenda. Staff recommends approval of the second reading.

After approval of the second reading, the Council may vote to waive the third reading and adopt the ordinance. In routine matters such as this, I see no issue with waiving the third reading. If the Council does not waive the final reading, an item will be placed on the October 15th agenda for that purpose.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF N. 3RD AVENUE AND A PORTION OF THAT EAST-WEST ALLEY IDENTIFIED AS WASHINGTON COUNTY PARCEL NO. 1117190004.

WHEREAS, the City Council of the City of Washington has been requested by an adjacent property owner to vacate a portion of N. 3rd Avenue located north of E. 3rd Street and a portion of the east-west alley identified as Washington County Parcel No. 1117190004 (the "Parcels"); and

WHEREAS, the Parcels to be vacated are legally described as follows:

All that portion of N. 3rd Avenue located north of E. 3rd Street northerly to the previously vacated portion of N. 3rd Avenue; AND

That portion of Washington County Parcel 1117190004 from its intersection with N. 3rd Avenue westerly to the westerly line of Lot One (1) in Breed's Sub-Division of Lot Five (5) in Block One (1) in the North Addition to the City of Washington, Iowa

WHEREAS, the excess right-of-way is of no use to the City, and should be returned to the tax rolls.

NOW, THEREFORE, BE IT ORDAINED, as follows:

1. Vacation. That the rights-of-way described herein as the Parcels, is hereby vacated.

2. Quit Claim Deed. That upon the passage of this Ordinance, the Mayor and City Clerk will execute a Quit Claim Deed to Interstate Power and Light Company as the owner of the adjacent properties to the Parcels.

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

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 _____, 2024.

Millie Youngquist, Mayor

Attest:

Kelsey Brown, Deputy City Clerk

Approved on First Reading: September 17, 2024

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

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

City Clerk



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator

A handwritten signature in blue ink, appearing to be "Joe Gaa", is written over the name in the "FROM" field.

DATE: September 26, 2024

SUBJECT: Proposed Third Reading Amending (Additions) Chapter 69

At the September 17th Council Meeting the City Council approved the second reading of an ordinance amending Chapter 69. The amendment adds additional no parking zones in certain locations around the city. The third and final reading of the ordinance amending Chapter 69 has been placed on the October 1st Council Agenda. There have been no additional public comments since the second reading. Staff recommends that the Council approve the third and final reading of the ordinance revision on October 1st.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER
69.08, "NO PARKING ZONES"

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

SECTION 1. **Added Paragraphs.** Section 69.08 "No Parking Zones", the following paragraphs are added as follows:

116. West Van Buren on the north side from South Iowa Avenue west to South Avenue C.

117. South Avenue B, on both sides from Tyler Street to Sitler Drive, from 7:00am to 4:30pm on school days.

118. East Second Street, on the south side for 85 feet east from the centerline with North Fourth Avenue.

119. East Second Street, on the north side from North Third Avenue to North Sixth Avenue.

120. East Main Street, on both sides for 40 feet west of the intersection with Fourth Avenue.

121. East Main Street, on the south side for 144 feet east from the centerline with North Fourth Avenue and on the north side from North Fourth Avenue east to North Sixth Avenue.

122. North Marion Avenue on both sides from West 8th Street north to West 15th Street.

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 _____, 2024.

Millie Youngquist, Mayor

Attest:

Kelsey Brown, Deputy City Clerk

Approved on First Reading: September 3, 2024

Approved on Second Reading: September 17, 2024

Approved on Third & Final Reading: _____

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

Kelsey Brown, Deputy City Clerk




Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: September 26, 2024

SUBJECT: Proposed Second Reading of an Ordinance Amending Chapters 50 & 51

At the September 17th Council Meeting the City Council approved the first reading of an ordinance amending Chapters 50 and 51. The amendment updates the definition of an operable vehicle and clarifies the parking of operable vehicles on residential properties. The second reading of the ordinance amending Chapters 50 and 51 has been place on the October 1st Council Agenda. There have been no additional public comments since the first reading. Staff recommends that the Council approve the second reading of the ordinance revision on October 1st.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTERS 50 AND 51

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

SECTION 1. Amendment. Section 50.10 entitled “Operable Vehicles” is hereby repealed in its entirety and replaced with the following:

“50.10 PARKING ON RESIDENTIAL PROPERTY. Operable vehicles may be parked on a temporary basis, not to exceed 24 consecutive hours in a front yard area of a residence. Operable vehicles parked or stored more than 24 hours must be parked on an all-weather surface and only in a rear yard or side yard.”

SECTION 2. Amendment. Section 51.01(5) of the Code of Ordinances is hereby amended by adding subsections F. and G, which read as follows:

“F” Any vehicle, trailer, or semitrailer that is not capable of moving in both forward and reverse gears.

“G.” Any vehicle, trailer, or semitrailer that lacks current registration.

- i. Mere licensing of a vehicle shall not constitute a defense to the finding that the vehicle is in operable condition, unless previously discussed with the City.”

SECTION 3. Amendment. Section 51.03 of the Code of Ordinances is hereby amended by deleting Section 51.03 in its entirety.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. 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 _____, 2024.

Millie Youngquist, Mayor

Attest:

Kelsey Brown, Deputy City Clerk

Approved on First Reading: September 17, 2024
Approved on Second Reading: _____
Approved on Third & Final Reading: _____

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

Kelsey Brown, Deputy City Clerk




Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: September 27, 2024

SUBJECT: Resolution to Levy Taxes for Nuisance Abatements

An item has been placed on the October 1st agenda to levy taxes against several properties where nuisances were abated. To recap the process, a nuisance is reported or observed, and then a notice with a time to correct is issued. If the nuisance is not resolved within the timeframe, a contractor is hired to abate the nuisance. The City then receives a bill from the contractor and in turn bills the property owner. If the bill is not paid within 30 days, the City initiates the action to assess the fess to the taxes for the property. Staff recommends approval of the ordinance.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

RESOLUTION NO. _____

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

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

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

The property of A.C.E. Signature Homes, LLC at 1000 S 11th Ave. for the amount of \$182.50. Legal Description (15 NLW SD - PLAT 2). Parcel Number (1120285016)

The property of A.C.E. Signature Homes, LLC at 1008 S 11th Ave. for the amount of \$137.50. Legal Description (11 NLW SD - PLAT 2). Parcel Number (1120285012)

The property of A.C.E. Signature Homes, LLC at 1001 S 11th Ave. for the amount of \$111.25. Legal Description (21 NLW SD - PLAT 2). Parcel Number (1120285022)

The property of A.C.E. Signature Homes, LLC at 1009 S 11th Ave. for the amount of \$111.25. Legal Description (20 NLW SD - PLAT 2). Parcel Number (1120285021)

The property of A.C.E. Signature Homes, LLC at 1017 S 11th Ave. for the amount of \$111.25. Legal Description (19 NLW SD - PLAT 2). Parcel Number (1120285020)

The property of the Washington State Bank at 415 S 6th Ave. for the amount of \$111.25. Legal Description (18 COXS SD). Parcel Number (1117460016)

WHEREAS, volunteer trees and tree debris were removed from the following listed property owners:

The property of Matnic, LLC at 628 W Main St. for the amount of \$725.00. Legal Description (05 04 WESTERN ADD OL 10 & W1/2). Parcel Number (1118429008)

The property of Anthony Stransky at 1104 E 2nd St. for the amount of \$1,350.00. Legal Description (33 SMOUSES E SID ADD). Parcel Number (1117431006)

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, IOWA that the City Clerk be instructed to certify the above delinquent

payment to be assessed against said property as listed above and that the City Clerk certify a copy of this resolution to the Washington County Treasurer.

Passed and Approved this 1st day of October 2024.

Millie Youngquist, Mayor

Attest:

Kelsey Brown, Deputy City Clerk



Millie Youngquist, Mayor
Joe Gaa, City Administrator
Kelsey Brown, Finance Director
Kevin Olson, City Attorney

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

MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator *JG*

DATE: September 27, 2024

SUBJECT: Workshop Topic for October 1st Council Meeting

A workshop item has been added to the October 1st Council Meeting agenda related to a proposal from Eagle Point Solar. The Council met with a representative from EPS in June. After I arrived, the Mayor and I met with the representative again. Attached you will find a draft agreement that is typically utilized by the company. I have asked the City Attorney to review the agreement prior to Tuesday's meeting.

As a recap, solar panels would be placed on three city buildings. City Hall/Fire Station, Library, Maintenance Shop. We would not own the panels initially but may purchase them anytime after Year 7 of a 25-year period. We would purchase solar energy from the solar panel to reduce the amount of electricity purchased from Alliant. There would be initial savings, however the bigger savings would come if the City would purchase the solar panels during the agreement period.

I have attached the draft agreement for your review and the initial financial analysis provided by EPS for the initial meeting earlier this summer. If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (this "Agreement") is made and entered into as of _____, 2024 (the "Effective Date") by and between [INVESTOR]{INVESTOR} an Iowa Limited Liability Company ("Seller"), and City of Washington, an Iowa Municipality ("Purchaser"). Each of Seller and Purchaser are sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Purchaser operates its facilities in Washington, Iowa at the Designated Premises (defined below); and

WHEREAS, the Designated Premises are owned by Purchaser (in its capacity as owner of the Premises, "Owner"); and

WHEREAS, Purchaser desires to grant access to Seller to utilize certain available ground and roof space owned by purchaser at the Designated Premises for the installation and operation of the System; and

WHEREAS, Seller desires to install a solar electric generating system totaling 413.7 KW (DC) on the roof/ground of the Designated Premises owned by Purchaser and sell the electricity generated by the System to Purchaser, on the terms set forth herein; and

WHEREAS, Purchaser desires to purchase from Seller the electricity generated by the System on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used herein shall have the respective meanings set forth in Exhibit A.

2. **PURCHASE AND SALE OF ENERGY.**

2.1 Sale of Energy. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of the Energy generated by the System, as and when the same is produced, at the Energy Price in effect at the time of delivery. The Energy Price for any energy sold after a System Operation Date but prior to the Commercial Operation Date shall be \$0.1190 and the Energy Price for any energy sold after the Commercial Operation Date shall be the Energy Price in effect at the time of delivery as set forth in Exhibit F. Seller shall deliver the Energy to the Delivery Point, and Purchaser shall accept the Energy delivered for the full Delivery Term.

2.1.1 If, for any reason, Purchaser's electric requirements are less than the Energy produced by any System, Purchaser shall nevertheless pay for all Energy as and when produced

by the System pursuant to the terms of this Agreement. To the extent permitted by applicable law, Purchaser may deliver any excess Energy to Utility in accordance with the Net Metering Rules or enter into other arrangements to deliver or exchange such excess Energy to another buyer. Seller shall provide reasonable assistance to Purchaser in arranging and coordinating such deliveries or exchanges; provided, that all such assistance shall be at the sole expense of Purchaser.

2.1.2 To the extent that Purchaser's electricity requirements exceed the Energy produced by the System, Purchaser shall purchase such excess electricity from Utility. Purchaser shall be responsible for all charges, applicable taxes, penalties, ratcheted demand or similar charges assessed by Utility for transmission and distribution service and other services necessary to meet the full energy requirements of Purchaser.

2.1.3 Purchaser shall be entitled to utilize the entire Energy output of the System; provided, however, that Seller shall not be required to deliver a minimum amount, or any other specific quantity, of Energy from the System. Anything herein to the contrary notwithstanding, there is no guarantee that Purchaser will realize any energy cost savings as result of this Agreement or the purchase of Energy from the System.

2.2 Contract Term; Delivery Term. This Agreement shall have a delivery term of twenty-five (25) years commencing on the Commercial Operation Date (the "Delivery Term"); provided that the Delivery Term may be extended by Purchaser, for one five (5) year period upon delivering written notice to Seller not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of the Delivery Term. The term of this Agreement shall commence on the Effective Date and shall end upon the expiration of the Delivery Term, unless terminated earlier or extended in accordance with the terms of this Agreement (the "Contract Term").

2.3 Environmental Attributes and Tax Benefits.

2.3.1 Environmental Attributes. Seller shall have all right, title, and interest in and to all Environmental Attributes related to each System. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Attributes related to any System.

2.3.2 Tax Benefits. Seller shall have all right, title, and interest in and to all Tax Benefits related to the System. Any Tax Benefit related to a System that is initially credited or paid to Purchaser shall be assigned by Purchaser to Seller without delay. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Tax Benefits related to the System.

2.3.3 Assistance with Permits, Environmental Attributes and Tax Benefits. Purchaser shall promptly assist and cooperate with Seller in acquiring and maintaining in effect all necessary permits and approvals for the System from Governmental Authorities. Purchaser shall comply with all laws, regulations and rules relating to acquiring and maintaining Environmental Attributes and Tax Benefits and shall deliver to Seller copies of any documentation related thereto that is required by law to be in the name or physical control of Purchaser. Seller shall reimburse Purchaser for its reasonable and necessary third-party costs incurred in relation to Purchaser's assistance with such matters.

2.3.4 Impairment of Environmental Attributes and Tax Benefits. Purchaser shall not take any action or suffer any omission that would have the effect of reducing or impairing the value to Seller of the Environmental Attributes and Tax Benefits. Purchaser may not, for example, publicly claim the green or environmental attributes of the solar electricity, reduce System access to sunlight as provided in section 4.1.3, or otherwise take any action that has the effect of reducing the quantity of solar electricity used to generate REC or SREC-related subsidies. Purchaser shall promptly notify Seller of any event, action or omission that could have the effect of reducing or impairing the value of the Environmental Attributes and Tax Benefits. Upon the occurrence of any such event, action or omission, Purchaser shall consult with Seller as necessary to prevent reduction or impairment of the value of Environmental Attributes and Tax Benefits.

3. THE SYSTEM.

3.1 Installation, Operation, and Maintenance of the System. Seller shall be responsible for the installation, operation, and maintenance of the System in a manner consistent with Prudent Operating Practice. If the supply of Energy from a System is interrupted because of a System malfunction, Seller shall use all commercially reasonable efforts to remedy such interruption. Both Parties shall comply with all applicable laws and regulations relating to the operation of the System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits.

Seller shall confirm and provide evidence of the following to the Purchaser:

- a. System meets all relevant building and electrical codes of the City of Washington, as well as the State of Iowa.
- b. System modules and racking complies with applicable standards of the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures.
- c. System installation conforms to Occupational Health and Safety Administration (OSHA) directives.
- d. System components adhere to Uniform Building Code (UBC) fire code regulations.
- e. Seller shall obtain and execute necessary interconnection agreement with Buyer's incumbent utility provider and construction agreement with Eagle Point Solar, Inc.

3.2 Maintenance of Health and Safety. Seller shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If Seller becomes aware of any circumstances relating to any Designated Premises or System that creates an imminent risk of damage or injury to any Person or any Person's property (and, should Purchaser become aware of such circumstances, Purchaser shall promptly notify Seller with respect thereto), Seller shall take prompt action to prevent such damage or injury and shall promptly notify Purchaser. Such Seller action may include disconnecting and removing all or a portion of the System or suspending the supply of Energy to Purchaser.

3.3 Assistance with Permits and Licenses. Upon Seller's request, Purchaser shall assist and cooperate with Seller, to acquire and maintain approvals, permits, and authorizations or to facilitate Seller's compliance with all applicable laws and regulations related to the construction, installation, operation, maintenance, and repair of the System, including providing any building owner or occupant authorizations, signing and processing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Purchaser. Purchaser shall also deliver to Seller copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law in the name or physical control of Purchaser. Seller shall reimburse Purchaser for reasonable and necessary third-party costs incurred by Purchaser in relation to Purchaser's assistance with such matters.

3.4 Commercial Operation Date. Seller shall notify Purchaser of the occurrence of the System Operation Date as well as the Commercial Operation Date.

3.5 Seller's Taxes. Subject to Section 3.6, Seller is solely responsible for all income, gross receipts, ad valorem, or other similar taxes and any and all franchise fees or similar fees relating to Seller's ownership of the System.

3.6 Purchaser's Taxes. Purchaser is responsible for paying timely all taxes (if applicable), charges, levies, and assessments against the Designated Premises. Purchaser is also responsible for paying, if any, all sales, use, property, replacement and other taxes, and any and all franchise fees or similar fees assessed against Purchaser as a result of Purchaser's purchase of the Energy and, in the event that Purchaser exercises the Purchase Option, its purchase and ownership of the System, which fees are not otherwise the obligation of Seller.

3.7 Notice of Damage. Purchaser shall promptly notify Seller of any physical conditions or other circumstances of which Purchaser becomes aware that indicate there has been or might be damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

4. GRANT OF RIGHTS BY PURCHASER TO SELLER.

4.1 USE OF DESIGNATED PREMISES

4.1.1 Permitted Use. Pursuant to this Agreement, and for the Contract Term hereof, Purchaser hereby grants to Seller the exclusive license to use, have access to, modify, and store its equipment on the Designated Premises as reasonably necessary to design, construct, install, start-up, test, operate and maintain the System and for no other purpose. Purchaser reserves the right to grant additional licenses, whether recorded or unrecorded, that do not unreasonably interfere with Seller's use of the Designated Premises or result in any violation of Purchaser's obligations under this Agreement and do not interfere with the installation, operation, maintenance, or removal of the System. The right of access contained herein does not grant the Seller access to any portion of Purchaser's property except as reasonably necessary for the Seller to access its equipment on the Designated Premises.

4.1.2 Access to System. Seller shall have access to the Designated Premises and System during the Contract Term and for 180 days after expiration or earlier Termination of this Agreement to remove the System or System if necessary pursuant to the applicable provisions

herein. Purchaser shall not interfere with or handle any of Seller's equipment or any System, except in the case of emergency, without written authorization from Seller; provided however that Purchaser shall always have the right to observe the installation of, or removal of, the System.

4.1.3 Solar Access. Purchaser agrees that it will not do or suffer to be done on its own property anything that causes reduction of the amount of solar radiation reaching the System. Furthermore, Purchaser shall take all reasonable measures to assist Seller in attempting to prevent buildings, structures or flora from overshadowing or otherwise blocking the System's access to direct sunlight.

4.1.4 Non-Interference. Except as provided for in Section 4.2 or Section 8, Purchaser shall not take any actions that interfere with the installation, operation, maintenance or removal of any System or that interfere with the generation or delivery of Energy from any System.

4.1.5 Quiet Use and Enjoyment. Seller shall enjoy quiet use and enjoyment of the Designated Premises for the Contract Term, subject to the provisions of this Agreement, without interference or molestation by anyone claiming by, through or under Purchaser.

4.1.6 Contractors. Purchaser acknowledges that Seller may retain one or more contractors to perform its obligations hereunder. Purchaser agrees that such contractors shall be permitted to enjoy the rights of access and entry granted to Seller under this Agreement in connection with their performance of services in connection with the System, subject to the terms and conditions of this Agreement and Seller's separate contractual arrangements with such contractors.

4.1.7 Maintaining Premises. Purchaser shall maintain the Designated Premises in good condition and repair consistent with sound engineering and operating practices.

4.1.8 Purchaser's Use of Premises. Subject to Purchaser's obligations hereunder and the rights granted Seller hereunder, Seller shall design, construct, operate, maintain, and repair the System in a manner that will not unreasonably obstruct or interfere with the Purchaser's use of the Designated Premises or the rights or duties of any employees of Purchaser.

4.2 OTHER

4.2.1 Notice of Loss. Purchaser shall promptly notify Seller of any matters it is aware of pertaining to any damage to or loss of use of any System, or a condition that could reasonably be expected to adversely affect the System.

4.3.2 Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist a mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Seller in writing, shall promptly cause such Lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorney's fees) incurred in discharging and releasing such Lien. If prompt action is not taken by Purchaser to remove the Lien, Seller has the right to remove such Lien at Purchaser's cost and expense.

5. PAYMENT AND METERING.

5.1 Consideration for Energy Delivered. As consideration for the delivery of Energy by Seller, Purchaser shall pay for Energy delivered hereunder at the applicable Energy Price.

5.2 Invoicing. Seller shall invoice Purchaser for Energy monthly. Seller shall deliver each invoice within thirty (30) days after the end of each monthly billing period. Each invoice shall set out the amount of Energy delivered in kWh during such billing period, the then-applicable Energy Price, and the total amount then due to Seller on the sale of Energy to Purchaser. Such invoice shall include sufficient details so that Purchaser can reasonably confirm the accuracy of the invoice including, among other details, beginning and ending meter readings. Purchaser shall pay the amount due to Seller within thirty (30) days after receipt of each invoice. Any payments made after such thirty (30) day period, shall be paid inclusive of the interest accrued at the Interest Rate from the due date to the date paid.

5.3 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within thirty (30) days following the delivery of the invoice (or invoice adjustment). In the event that either Party disputes any invoice or invoice adjustment, such Party shall nonetheless pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are reasonably believed to be inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise in this Agreement, and shall give written notice of the dispute to the other Party. Any required payment will be made within five (5) Business Days after resolution of the applicable dispute, together with interest accrued at the Interest Rate from the due date to the date paid.

5.4 Metering of Delivery. Seller shall measure the amount of Energy supplied to Purchaser at each Delivery Point using a commercially available, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Purchaser shall cooperate with Seller to enable Seller to have reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have standard industry telemetry and/or automated meter reading capabilities to allow Seller to read the meter remotely. If Seller elects to install telemetry allowing for remote reading, Purchaser shall allow for the installation of necessary communication lines and shall reasonably cooperate in providing access for such installation. The meter shall be kept under seal, such seal to be broken only when the meter is to be tested, adjusted, modified, or relocated. In the event that either Party breaks a seal, such Party shall notify the other Party as soon as practicable.

5.5 Internet Availability. Purchaser will provide Seller at no cost to Seller (i) the right to connect equipment for monitoring each System and its production to Purchaser's internet networks to allow Seller, or its subcontractors, to remotely monitor each System and its production, and (ii) a working connection to access the internet at each Designated Premise.

5.6 Meter Verification. From time to time as Seller may, in its discretion, determine, but in any event on each of the fifth, tenth, fifteenth and twenty-fifth anniversary of the

Commercial Operation Date, Seller shall test the meters and provide copies of any related test results to Purchaser. The tests shall be conducted by a qualified independent third party. Seller shall notify Purchaser seven (7) days in advance of each such test and shall permit Purchaser to be present during such tests. If a meter is inaccurate, Seller shall promptly cause the meter to be repaired or replaced.

5.7 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years, and Seller shall grant Purchaser reasonable access to those books, records, and data at the principal place of business of Seller. Purchaser may examine such books and records relating to transactions under, and administration of, this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours.

6. **OPTION TO PURCHASE SYSTEM.**

6.1 Grant of Purchase Option. Seller hereby grants to Purchaser the right and option to purchase all of Seller's right, title, and interest in the System on the terms set forth herein ("Purchase Option"). Subject to section 2.3.4, Purchaser may exercise the Purchase Option at any time after the seventh anniversary of the Commercial Operation Date, or simultaneously with the termination of this Agreement pursuant to Section 10.2 (either a "Purchase Option Date"), provided that no Purchaser Event of Default, or any event with which notice or the passage of time will become a Purchaser Event of Default, has then occurred and is ongoing.

6.2 Determination of Purchase Price. If Purchaser wishes to exercise the Purchase Option consistent with Section 6.1, it shall deliver an exercise notice to Seller not less than thirty (30) days prior to and not more than ninety (90) days prior to Purchase Option Date (the "Exercise Period"). If Purchaser elects to exercise its Purchase Option pursuant to Section 10.2, the written notice to Seller under that Section 10.2 must include notice of Purchaser's intent to exercise its Purchase Option and give at least thirty (30) days' notice prior to exercising the Purchase Option. Any such notice shall be irrevocable once delivered. The "Purchase Price" for the System shall be the greater of: (i) the amount that would be paid for the equipment comprising the System in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of such equipment and advanced is solar technology, and (ii) the calculated amount set forth on Exhibit E attached hereto for the respective Purchase Option Year.

6.3 Terms and Date of System Purchase. If the Purchase Option is exercised in connection with termination of the Agreement under Section 10.2, the Parties shall consummate the sale of a System or Systems to Purchaser no later than thirty (30) days following Purchaser's written notice under Section 10.2 that includes the intent to exercise the Purchase Option. If the Purchase Option is exercised pursuant to Section 6.1, the sale of the System to Purchaser shall be consummated at the end of the Contract Term as described in Section 6.2. On the effective date of such sale (the "Transfer Date") (a) Seller shall surrender and transfer to Purchaser all of Seller's right, title, and interest in and to the System and shall retain all liabilities, Environmental Attributes, Tax Benefits, and profits arising from or relating to the System that arose prior to the

Transfer Date; (b) Purchaser shall pay the Purchase Price to Seller by wire transfer of immediately available funds to such account as Seller shall specify, and shall assume all liabilities arising from or relating to the System or Systems as of and after the Transfer Date; (c) Purchaser shall pay all amounts due under this Agreement for Energy delivered hereunder; and (d) both the Seller and the Purchaser shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System or Systems in Purchaser, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third-party consents and approvals, and such similar documents as may be reasonably necessary to complete and conclude the sale of the System or Systems to Purchaser. The purchase and sale of each System shall be on an "as-is, where-is" basis, and Seller shall not be required to make any warranties or representations with regard to the System, but Seller shall, to the extent reasonably possible, transfer or assign to Purchaser all manufacturer and third-party warranties with respect to the System or any part thereof. Purchaser shall pay all transaction and closing costs associated with exercise of the Purchase Option.

6.4 End of Term. In the event Purchaser declines to exercise its Purchase Option with respect to any System, then, at least thirty (30) days before the expiration of the Contract Term, if desired by Purchaser, the Parties shall use commercially reasonable efforts to negotiate and document an extension of the Contract Term for the remaining System or Systems, or a purchase of the System or Systems. In the event the Parties fail to reach agreement regarding such an extension or purchase, then Seller shall, within one hundred eighty (180) days after the date of expiration of the Contract Term, remove any of the remaining System from the Premises, provided that Seller shall not be required to remove electrical wiring or infrastructure, or any portion of the System below grade level. Other than as specifically provided otherwise herein, the removal of the System shall be at the cost of Seller.

7. TITLE AND RISK OF LOSS.

7.1 Title. Seller shall at all times retain title to and be the legal and beneficial owner of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part or fixture of any Designated Premises. Seller may file one or more precautionary financing statements in jurisdictions it deems appropriate with respect to each System in order to protect its rights in such System.

7.2 Risk of Loss. Seller shall bear the risk of loss for each System, except to the extent caused by the breach by Purchaser of its obligations under this Agreement or the negligence or intentional misconduct of Purchaser or its invitees.

7.3 System Casualty. Upon the total damage, destruction, or loss of any System, or, in the reasonable opinion of Seller's insurance provider, any System is determined to have experienced a constructive total loss, Seller shall have the option, in its sole discretion, to repair or replace the System or terminate this Agreement with respect to the System experiencing the loss. Seller shall notify Purchaser in writing of its election within ninety (90) days after the date of the damage to the System. Seller shall under all circumstances be entitled to all insurance proceeds with respect to the System. If Seller elects to repair or replace the damaged System, Seller shall undertake such repair or replacement as quickly as practicable. If Seller elects to terminate this

Agreement with respect to the damaged System, the termination shall be effective immediately upon delivery of the notice under this Section 7.3.

7.4 Financing. The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "Financing Parties" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In conjunction with any such financing, Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance customary for comparable financing transactions and reasonably acceptable to such Financing Parties, including the Collateral Assignment Agreement attached hereto as Exhibit G and the Estoppel and Consent to Assignments in the form attached hereto as Exhibit H.

8. FORCE MAJEURE.

8.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing any obligation under this Agreement (other than an obligation to make payments hereunder as provided herein), such Party shall be excused from the performance of such obligation under this Agreement during the period in which such Force Majeure event prevents performance thereof. The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform or resume performance of its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure.

8.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided, however, that a Party's failure to give timely notice shall not affect such Party's ability to assert Force Majeure unless the delay in giving notice prejudices the other Party.

8.3 In the event that either Party is unable to perform due to changes in laws, regulations, tariffs mandated or approved by federal, state, governmental or regulatory entities, or court injunction or order ("Legal Requirements"), the Parties agree to negotiate in good faith modifications to the terms of this Agreement in order to comply with such Legal Requirements for the remainder of the term of the Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

9.1.1 Purchaser has the requisite capacity and authority to enter into this Agreement and fulfill its obligations hereunder, the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action by its [, and subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Purchaser;

9.1.2 Purchaser has or timely will obtain any and all governmental approvals it requires to enter into this Agreement and fulfill its obligations hereunder;

9.1.3 This Agreement constitutes Purchaser's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.1.4 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Purchaser that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Purchaser; and

9.1.5 No governmental approval (other than any governmental approvals which have been previously obtained) is required in connection with the due authorization, execution and delivery of this Agreement by Purchaser or the performance by Purchaser of its obligations hereunder which Purchaser will be unable to obtain in due course.

9.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

9.2.1 Seller has the requisite limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Seller;

9.2.2 This Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.2.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Seller that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments

hereunder, or that could result in any material adverse change in the business or financial condition of Seller; and

9.2.4 Neither the System nor any of Seller's services provided to Purchaser pursuant to this Agreement infringe on any third party's intellectual property or other proprietary rights.

10. DEFAULTS/REMEDIES.

10.1 Seller Event of Default. Each of the following events shall constitute a "Seller Event of Default":

10.1.1 Seller fails to pay to Purchaser any amount when due under this Agreement and such breach remains uncured for ten (10) Business Days following written notice of such breach to Seller;

10.1.2 Seller commences a voluntary case under any bankruptcy law; (ii) Seller fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Seller remains undismissed or undischarged for a period of one hundred and twenty (120) days; and

10.1.3 Seller materially breaches any other term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Purchaser's notice to Seller of such breach, Seller has failed to cure the breach within such thirty (30) day period, or (ii) if Seller has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Seller has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Purchaser's notice).

10.2 Purchaser's Remedies. If a Seller Event of Default has occurred and is continuing, Purchaser may terminate this Agreement by written notice to Seller following the expiration of the applicable cure period and may exercise any other remedy it may have at law or equity.

10.3 Purchaser Event of Default. Each of the following events shall constitute a "Purchaser Event of Default":

10.3.1 Purchaser fails to pay to Seller any amount when due under this Agreement and such breach remains uncured for ten (10) Business Days following written notice of such breach to Purchaser;

10.3.2 (i) Purchaser commences a voluntary case under any bankruptcy law; (ii) Purchaser fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Purchaser in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Purchaser remains undismissed or undischarged for a period of one hundred and twenty (120) days;

10.3.3 Purchaser breaches any of its obligations under Section 2.3.4;

10.3.4 Purchaser materially breaches any other term of this Agreement and such breach remains uncured for thirty (30) days following written notice of such breach to Purchaser, or such longer cure period as may be agreed to by the Parties;

10.3.5 Purchaser (i) refuses to execute any document required for Seller to obtain any Environmental Attributes or Tax Benefits related to a System, or (ii) causes any material change to the condition of the Premises that has a material adverse effect on any System.

10.4 Seller's Remedies. If a Purchaser Event of Default under Sections 10.3.1 through 10.3.6 has occurred and is continuing, Seller may terminate this Agreement by written notice to Purchaser following the expiration of the applicable cure period. If a Purchaser Event of Default under Sections 10.3.4 or 10.3.5 has occurred and is continuing, Seller may terminate this Agreement with respect to the affected System or Systems by written notice to Purchaser following the expiration of the applicable cure period. Seller may also exercise any other remedy it may have at law or equity, including recovering from Purchaser all resulting damages, which damages shall include, but not be limited to, projected payments for Energy generated for the remainder of the Contract Term; the cost of removing the System from the Designated Premises; any loss or damage to Seller due to lost or recaptured Environmental Attributes or Tax Benefits, including, without limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code and accelerated depreciation for the System or System (including any gross up necessary to make the payments reasonably equivalent to the Tax Benefits recaptured); and all other amounts of any nature due under this Agreement (collectively, the "PPA Damages"). Pending Purchaser's payment of the PPA Damages, Seller may remain on the Premises and sell Energy and Environmental Attributes produced by the System to any third party.

10.5 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

11. FINANCING ACCOMMODATIONS.

11.1 Purchaser Acknowledgment. Purchaser acknowledges that Seller may finance the System and that Seller's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in each or any System. In order to facilitate such financing, and with respect to any financing of which Seller has notified Purchaser in writing (each, a "Financing Party"), Purchaser agrees as follows:

11.1.1 Consent to Collateral Assignment. Seller shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Purchaser hereby consents to the collateral assignment by Seller to any Financing Party of Seller's right, title, and interest in and to this Agreement and shall execute an Estoppel and Consent to Assignments in the form attached hereto as Exhibit H in connection with any financing or refinancing of the system.

11.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or event of default of Seller in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Seller (unless Financing Party has succeeded to Seller's interests) to perform any act, duty, or obligation of Seller, but Purchaser hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Financing Party, Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Seller Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new power purchase agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

11.1.3 Financing Party Cure Rights. Purchaser shall not exercise any right to terminate or suspend this Agreement unless Purchaser has given prior written notice to each Financing Party of which Purchaser has notice. Purchaser's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the longer of thirty (30) days or the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Purchaser's and Seller's obligations under this Agreement shall

otherwise remain in effect, and Purchaser and Seller shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

11.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 10.1.3, then this Agreement shall continue in full force and effect.

11.2 Notice of Defaults and Events of Default. Purchaser agrees to deliver to each Financing Party a copy of all notices that Purchaser delivers to Seller pursuant to this Agreement.

12. NOTICES. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Seller: [INVESTOR]
 Address
 City, ST, ZIP
 Attn:
 Phone:

To Purchaser: City of Washington
 215 E Washington St
 Washington, IA 52353
 Attn: Millie Youngquist
 Telephone NO.:(319)-653-6584

13. GOVERNING LAW; DISPUTES.

13.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles.

13.2 Disputes.

13.2.1 Management Negotiations. The Parties shall use all reasonable efforts to settle disputes through negotiation between authorized members of each Party's senior management. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within fifteen (15) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within thirty (30) Business Days of their first meeting, unless the period for resolution is extended by mutual agreement, either Party may pursue applicable judicial remedies at law or equity.

14. INDEMNIFICATION.

14.1 Seller's Indemnity to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser (including Purchaser's permitted successors and assigns) and Purchaser's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Purchaser Indemnified Parties") from and against any and all damages, including any and all damages sustained or incurred by any third party Person, for personal injury, illness, death or property damage, to the extent caused by the negligence (including gross negligence) or willful misconduct of Seller arising out of or in connection with this Agreement. Seller's indemnification obligations under this Section 14.1 shall not extend to any claim to the extent such claims are due to the gross negligence or willful misconduct of any Purchaser Indemnified Party.

14.2 Purchaser's Indemnity to Seller. Purchaser shall indemnify, defend, and hold harmless Seller (including Seller's permitted successors and assigns) and Seller's subsidiaries, directors, officers, members, shareholders, employees and agents (collectively, "Seller Indemnified Parties") from and against any and all damages sustained or incurred by any third party Person for personal injury, illness, death or property damage, to the extent caused by the negligence (including gross negligence) or willful misconduct of the Purchaser arising out of or in connection with this Agreement. Purchaser's indemnification obligations under this Section 14.2 shall not extend to any claim to the extent such claims are due to the gross negligence or willful misconduct of any Seller Indemnified Party.

14.3 Non-Waiver of Municipal Liability Limitations. Nothing in this Agreement is intended, nor should be construed to mean, that the Purchaser waives applicable limits on municipal liability, including section 670 of the Iowa Code.

15. INSURANCE.

15.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Contract Term, including the period of installation by Seller, with insurers of recognized responsibility authorized to do business in Iowa, assigned an A: M. Best rating of no less than a IX, insurance coverage in the amounts and types set forth on Exhibit C. Each policy of insurance maintained by Purchaser shall (a) name Seller as an additional named insured as its interests may

appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Seller. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

15.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

15.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

15.4 All required insurance policies provided by Seller shall name the Purchaser as an Additional Insured by endorsement.

16. MISCELLANEOUS.

16.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Seller may assign any of its rights, duties, or obligations under this Agreement, without the consent of Purchaser upon provision of prior notice, (i) to any of its Affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of any System.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Purchaser.

16.4 No Partnership or Joint Venture. Seller and Seller's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Purchaser. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

16.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be

cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

16.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.8 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

16.9 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Seller to dedicate the System to public use or subject itself to regulation as a "public utility" or as an "electric utility" (as such term may be defined under any applicable law).

16.10 Service Contract. The Parties acknowledge and agree that, for accounting and tax purposes, this Agreement is not and shall not be construed as a capital lease financing contract and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract for the sale to Purchaser of energy produced at an alternative energy facility.

16.11 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.12 Further Assurances.

16.12.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.12.2 Certificates. From time to time, Purchaser shall provide within five (5) Business Days after receipt of a written request from Seller (i) a lien waiver from any party purporting to have a lien, security interest, or other encumbrance on the Premises, confirming that it has no interest in the System, or (ii) an estoppel certificate attesting, to the knowledge of

Purchaser, of Seller's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations reasonably requested by the recipient of the estoppel certificate.

IN WITNESS WHEREOF, the Parties have caused this Power Purchase Agreement to be duly executed and delivered as of the Effective Date.

[INVESTOR]

City of Washington, an Iowa Municipal Corporation

SELLER

PURCHASER

By: _____
Name:
Title:

By: _____
Name: Millie Youngquist
Title: Mayor

EXHIBIT A

DEFINITIONS

“Affiliate” means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with such first person or entity. For purposes of this definition and this Agreement, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person or entity through ownership of voting securities or by contract, including, but not limited to, the right to fifty percent (50%) or more of the capital or profits of a partnership or, alternatively, ownership of fifty percent (50%) or more of the voting stock of a corporation.

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System listed in Exhibit B is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Delivery Term.

“Delivery Point” means the point of interconnection between a System and the Designated Premises’ internal electrical system.

“Delivery Term” has the meaning set forth in Section 2.2.

“Designated Premises” means all the real property and improvements (exclusive of any System) as described in Exhibit D.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by any System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit F.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source;

(2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (4) any property rights that may exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits ("RECs) or similar credits such as solar energy credits created pursuant to applicable state law ("SRECs"); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Tax Benefits, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

"Exercise Period" has the meaning set forth in Section 6.2.

"Financing Party" has the meaning set forth in Section 11.1

"Force Majeure" means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, site conditions, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

"Governmental Authorities" means any national, state, regional, municipal or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the System or its operations, the Premises, or otherwise over any Party.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt-hours.

"Net Metering Rules" means the rules established pursuant to applicable law in the state of Iowa or the Purchaser's specific utility.

“Net Present Value” means a lump sum equal to the projected future cash flow of the Agreement based on the System’s projected energy production during the post buyout years, degraded at 0.50% annually for the remaining term of the Agreement discounted at a rate of 6%.

“Notice to Proceed Date” means the date on which physical work of a significant nature relating to the installation of the System at the Designated Premises commences.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 6.1.

“Purchase Price” has the meaning set forth in Section 6.2.

“Purchase Option Date” has the meaning set forth in Section 6.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

“Seller” has the meaning set forth in the Preamble.

“Seller Event of Default” has the meaning set forth in Section 10.1.

“Seller Indemnified Parties” has the meaning set forth in Section 14.2.

“Substantial Completion” has the meaning set forth in the construction or installation agreement entered into by Seller for the construction or installation of the System.

“System” or “Systems” means the solar energy generation system described in Exhibit B and located at either or both of the Designated Premises described in Exhibit D.

“System Operation Date” means the date when an individual System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“System” means the solar energy generating System described in Exhibit B.

“Tax Benefits” means any and all new or existing federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which the System, or the owner or operator thereof, is eligible or which it receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which the System, or the owner or operator thereof, is eligible or which it receives.

“Utility” means the Purchaser’s electrical utility company.

EXHIBIT B

DESCRIPTION OF THE SYSTEMS

Name: City of Washington – City Hall
Location: 215 E Washington St, Washington, IA 52353
Size: 295.2 kW DC
Mounting: Roof Mounted

Equipment

- (720) VSUN410-132BMH
- (1) SolarEdge SE120KUS, (1) SolarEdge SE4100KUS
- K2 Crossrail Roof Mount Racking

Name: City of Washington - Library
Location: 115 W Washington St. Washington IA 52353
Size: 82.23 kW DC
Mounting: Gound Mounted

Equipment

- (203) VSUN410-132BMH
- (2) SolarEdge SE30KUS
- Unirac RM10 EVO Roof ballasted Racking

Name: City of Washington – Maintenance Building
Location: 515 E 6th St. Washington, IA 52353
Size: 19.68 kW DC
Mounting: Roof Mounted

Equipment

- (86) VSUN410-132BMH
- (1) SolarEdge SE17.3KUS (1) SolarEdge SE10KUS-208
- K2 CrossRail Roof Mount Racking

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor; A Waiver of Subrogation, naming City of Washington, should be endorsed to this policy.

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and not less than four million dollars (\$4,000,000) annual aggregate. Purchaser shall be named as an additional insured under this liability insurance;

(iv) Adequate property coverage for any and all building, personal property and equipment erected and installed on the land owned by the Purchaser;

(v) Seller may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Designated Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and not less than four million dollars (\$4,000,000) annual aggregate.

(ii) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

EXHIBIT D

**DESIGNATED PREMISES
(Addresses and Legal Descriptions)**

Location Address:

City of Washington – City Hall
215 E Washington St
Washington, IA 52353

Legal Description:

Location Address:

City of Washington - Library
115 W Washington St.
Washington IA 52353

Legal Description:

Location Address:

City of Washington – Maintenance Building
515 E 6th St.
Washington, IA 52353

Legal Description:

EXHIBIT E

ESTIMATED REPRESENTATIVE NET PRESENT VALUE BUYOUT AMOUNTS

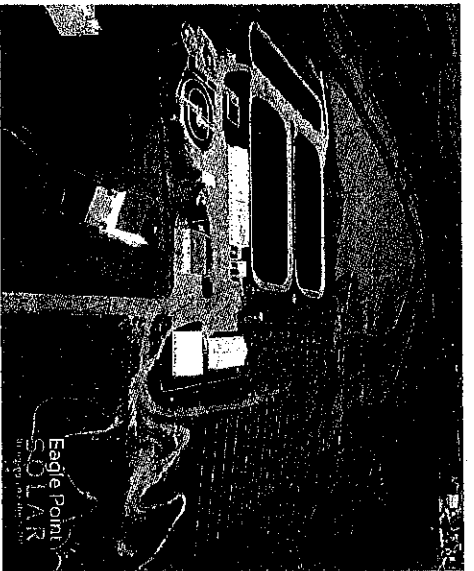
End of Year	Combined
7	\$541,528.00
10	\$550,249.00
15	\$427,796.00
20	\$301,272.00
25	\$ 41,638.00

Note: The calculated amounts set forth above for purchase option years 7, 10, 15, and 25 are intended to illustrate the net buyout amounts for those purchase years. In accordance with section 6.2, Purchaser can exercise its purchase option any year after year 7 and the net present value buyout amount shall be calculated at the end of the applicable purchase year in which the option is exercised.

EXHIBIT F

Contract Year	Rate Per kWh
1	\$0.1190
2	\$0.1226
3	\$0.1262
4	\$0.1300
5	\$0.1339
6	\$0.1380
7	\$0.1421
8	\$0.1464
9	\$0.1507
10	\$0.1553
11	\$0.1599
12	\$0.1647
13	\$0.1697
14	\$0.1748
15	\$0.1800
16	\$0.1854
17	\$0.1910
18	\$0.1967
19	\$0.2026
20	\$0.2087
21	\$0.2149
22	\$0.2214
23	\$0.2280
24	\$0.2349
25	\$0.2419

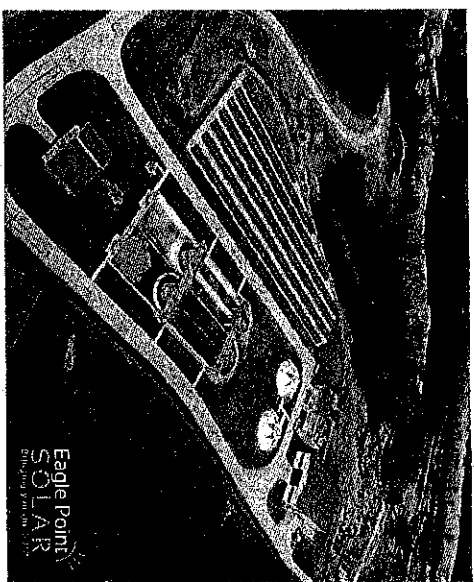
Thereafter 3% annual increase if buyout not executed or site removal requested



Eagle Point SOLAR

Bringing you the SUN®

City of Washington
General City PPA



Year	Pre Solar Installation				Post Solar Installation				Total Demand Charges	Yearly Savings
	Current Energy Rate	Current kWh Usage	Total Energy Charges	Current Demand Charge	Post Project Energy Rate	Post Project kWh Usage	Utility Energy Cost	Combined Energy Cost		
2024	\$0.1406	545,780	\$76,711	\$0	\$0.1406	85,856	\$12,068	\$66,903	\$0	\$9,908
2025	\$0.1459	545,780	\$79,611	\$0	\$0.1459	88,156	\$12,859	\$68,955	\$0	\$10,656
2026	\$0.1514	545,780	\$82,620	\$0	\$0.1514	90,444	\$13,692	\$71,181	\$0	\$11,439
2027	\$0.1571	545,780	\$85,743	\$0	\$0.1571	92,720	\$14,567	\$73,485	\$0	\$12,258
2028	\$0.1630	545,780	\$88,984	\$0	\$0.1630	94,985	\$15,487	\$75,969	\$0	\$13,115
2029	\$0.1692	545,780	\$92,348	\$0	\$0.1692	97,239	\$16,454	\$78,336	\$0	\$14,012
2030	\$0.1756	545,780	\$95,838	\$0	\$0.1756	99,482	\$17,470	\$80,890	\$0	\$14,949
2031	\$0.1822	545,780	\$99,461	\$0	\$0.1822	101,713	\$18,527	\$83,533	\$0	\$15,928
2032	\$0.1891	545,780	\$103,221	\$0	\$0.1891	103,933	\$19,637	\$86,288	\$0	\$16,952
2033	\$0.1963	545,780	\$107,122	\$0	\$0.1963	106,143	\$20,834	\$89,100	\$0	\$18,022
2034	\$0.2037	545,780	\$111,172	\$0	\$0.2037	108,341	\$22,069	\$92,032	\$0	\$19,140
2035	\$0.2114	545,780	\$115,374	\$0	\$0.2114	110,528	\$23,366	\$95,057	\$0	\$20,307
2036	\$0.2194	545,780	\$119,735	\$0	\$0.2194	112,704	\$24,726	\$98,210	\$0	\$21,525
2037	\$0.2277	545,780	\$124,261	\$0	\$0.2277	114,869	\$26,154	\$101,463	\$0	\$22,798
2038	\$0.2363	545,780	\$128,958	\$0	\$0.2363	117,024	\$27,652	\$104,833	\$0	\$24,126
2039	\$0.2452	545,780	\$133,833	\$0	\$0.2452	119,167	\$29,223	\$108,321	\$0	\$25,511
2040	\$0.2545	545,780	\$138,892	\$0	\$0.2545	121,300	\$30,870	\$111,934	\$0	\$26,957
2041	\$0.2641	545,780	\$144,142	\$0	\$0.2641	123,423	\$32,597	\$115,676	\$0	\$28,466
2042	\$0.2741	545,780	\$149,590	\$0	\$0.2741	125,534	\$34,408	\$119,552	\$0	\$30,039
2043	\$0.2845	545,780	\$155,245	\$0	\$0.2845	127,635	\$36,307	\$123,566	\$0	\$31,679
2044	\$0.2952	545,780	\$161,113	\$0	\$0.2952	129,726	\$38,296	\$127,724	\$0	\$33,389
2045	\$0.3064	545,780	\$167,203	\$0	\$0.3064	131,806	\$40,381	\$132,031	\$0	\$35,172
2046	\$0.3179	545,780	\$173,523	\$0	\$0.3179	133,876	\$42,566	\$136,493	\$0	\$37,030
2047	\$0.3300	545,780	\$180,083	\$0	\$0.3300	135,935	\$44,854	\$141,116	\$0	\$38,967
2048	\$0.3424	545,780	\$186,890	\$0	\$0.3424	137,985	\$47,251	\$145,905	\$0	\$40,985
25 Year Total Savings										\$573,337
Buyout Price										\$0
Total Return										\$573,337

PPA Terms:
25 Year
50.15904040073392 Initial Rate
3% Inflation Factor
3.78% Utility Inflation

