



AGENDA OF THE REGULAR SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IA
TO BE HELD IN THE
FIRE DEPARTMENT TRAINING ROOM,
215 E. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, FEBUARY 18, 2020

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 18, 2020 to be approved as proposed or amended.

Consent:

1. Council Minutes February 4, 2020
2. Council Minutes February 11, 2020
3. Tax Abatement Application – Tim & Ashley Bartels, 1127 E. Adams Street.
4. ECICOG, Housing Rehabilitation Program-725 W. Madison St. & 1005 E. Washington St., \$3,600.00
5. Simmering-Cory, CDBG Project #18-WS-020, \$2,000.00
6. Simmering-Cory, CDBG Project #17-WS-014, \$2,000.00
7. Bushong Construction, City Hall/Police Project, Pay App #4, \$134,471.55
8. Department Reports

Claims & Financial Reports:

Claims for February 18, 2020
Financial Reports January 2020

SPECIAL PRESENTATION

KidzFest Request for May 15, 2020.

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

PUBLIC HEARING

- Proposal to Institute Proceedings for the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$4,830,000 General Obligation Capital Loan Notes.

- Proposal to Institute Proceedings for the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$550,000 General Obligation Capital Loan Notes.
- FY20 Budget Amendment #1

NEW BUSINESS

1. Discussion and Consideration of a Resolution Approving FY20 Budget Amendment #1
2. Discussion and Consideration of a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$4,830,000 General Obligation Capital Loan Notes.
3. Discussion and Consideration of a Resolution Authorizing the Issuance of \$4,565,000 General Obligation Capital Loan Notes, Series 2020A, and Levying a Tax for the Payment Thereof.
4. Discussion and Consideration of a Resolution Directing the Advertisement for Sale of \$4,565,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2020A, and Approving Electronic Bidding Procedures and Official Statement.
5. Discussion and Consideration of a Resolution Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$550,000 General Obligation Capital Loan Notes.
6. Discussion and Consideration of a Resolution Authorizing the Issuance of \$525,000 Taxable General Obligation Capital Loan Notes, Series 2020B, and Levying a Tax for the Payment Thereof.
7. Discussion and Consideration of a Resolution Directing the Advertisement for Sale of \$525,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2020B, and Approving Electronic Bidding Procedures and Official Statement.
8. Discussion and Consideration of Chamber LED Lighting Request.
9. Discussion and Consideration of Cemetery Mower Purchase.
10. Discussion and Consideration of Resolution Authorizing Application for Washington County Riverboat Foundation Grant Funds for Washington Free Public Library.
11. Discussion and Consideration of an Ordinance Amending Chapter 155 of Washington Code of Ordinances (2018 International Codes Adoption)
12. Discussion and Consideration of a Resolution Establishing a Police Community Advisory Committee and Confirming Mayoral Appointments.
13. Discussion and Consideration of a Resolution Accepting Donation of Real Property from NLW Holdings - Whitesell Property.
14. Discussion and Consideration of a Resolution Authorizing Levy, Assessment and Collection of Costs to the Washington County Treasurer.
15. Discussion and Consideration of Second Reading of a TIF Ordinance (Dollar Tree).

DEPARTMENTAL REPORT

Police Department
City Attorney
City Administrator

MAYOR & COUNCILPERSONS

Jaron Rosien, Mayor
Brendan DeLong
Steven Gault
Elaine Moore
Danielle Pettit-Majewski
Fran Stigers
Millie Youngquist

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 02-04-2020

The Council of the City of Washington, Iowa, met in Regular Session in the Washington Fire Department Training Room, 215 East Washington Street on Tuesday, February 4, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Absent: Gault.

Motion by Pettit-Majewski, seconded by Stigers that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, February 4, 2020 be approved as amended. Motion carried.

Consent:

1. Council Minutes January 21, 2020
2. Council Minutes January 28, 2020
3. Municipal Pipe Tool Co., SE Basin I & I Reduction-Phase I, \$169,520.90
4. Garden & Associates, Whitesell Survey & Subdivision, \$3,656.20
5. Garden & Associates, S. Ave. E Reconstruction, \$1,250.00
6. Garden & Associates, S. 15th Ave. Improvements Project, \$2,517.45
7. TEAM Services, City Hall/Police Project, \$637.64
8. Bolton & Menk, Taxilane for Fuel Facility Construction, \$480.00
9. Wine & Spirits, 106 W. 2nd St., Class E Liquor License (LE), Class B Wine Permit, Class C Beer Permit (Carryout Beer), Sunday Sales, **(renewal)**
10. Columbus Club of Washington, IA, Dance Permit, Class C (Commercial) Liquor License **(renewal)**
11. The Wagon Wheel, 521 E. 7th St., Class C Liquor License (LC) (Commercial), Living Quarters, Outdoor Service, Sunday Sales, **(renewal)**
12. Hy-Vee Wine & Spirits, 1004 W. Madison St., Class E Liquor License (LE), **(renewal)**
13. Hy-Vee Food Store, 528 S. Hwy 1 S, Class C Beer Permit (BC), **(renewal)**
14. Fareway Stores #554, 301 N. Marion Ave., Class E Liquor License, Class B Wine Permit, Class C Beer Permit (Carryout Beer) **(renewal)**
15. Department Reports

Consent – Other:

Motion by Youngquist, seconded by Pettit-Majewski, to approve the fifteen items on the consent agenda. Motion carried.

Motion by Pettit-Majewski, seconded by DeLong, to approve payment of the claims as presented. Motion carried.

Special Presentations:

Chris Nelson from Gronewold, Bell, Kyhnn & Co. gave an overview of the FY19 Audit Report.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the requests from the YMCA for the Kewash Half Marathon, 10K, and 5K Event on Saturday, April 18, 2020. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the Easter Egg Hunt in Central Park on Saturday April 11, 2020. Motion carried.

Police Chief Jim Lester gave the 2019 Police Annual Report.

Presentation from the Public: none

Motion by Stigers, seconded by Youngquist, to set a public hearing for February 18, 2020, for FY20 Budget Amendment #1. Motion carried.

After discussion, motion by Pettit-Majewski, seconded by Youngquist, to table Discussion and Consideration of Well #5 Repairs. Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by DeLong, to approve the Purchase of Back Plates for Downtown Signs. Motion carried.

Motion by DeLong, seconded by Moore, to approve the Job Description for Assistant Building Official. Motion carried.

Motion by Youngquist, seconded by DeLong, to approve Change Order #2 for SE Basin Sewer CDBG Project. Motion carried.

Motion by Stigers, seconded by Pettit-Majewski, to approve the First Reading of a TIF Ordinance (Dollar Tree). Roll call on motion: Ayes: DeLong, Moore, Pettit-Majewski, Stigers, Youngquist. Nays: none. Motion carried.

Motion by Moore, seconded by Youngquist, that the Regular Session held at 6:00 P.M., Tuesday, February 4, 2020, is adjourned.

Illa Earnest, City Clerk

Council Minutes 02-11-2020

The Council of the City of Washington, Iowa, met in Special Session in the Fire Department Training Room, 215 East Washington Street on Tuesday, February 11, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong Gault, Moore, Pettit-Majewski, Stigers (arrived at 6:35 P.M.), Youngquist. Absent: none.

Motion by Pettit-Majewski, seconded by Gault, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 11, 2020, be approved as proposed. Motion carried.

Mayor Rosien announced that now is the time for the public hearing for the Total Maximum Property Tax Dollars Levied for FY21 Budget.

No written or oral objections were received.

Motion by Youngquist, seconded by Pettit-Majewski, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Approving Total Maximum Property Tax Dollars to be Levied in the FY2020-21 Budget. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-009)**

Motion by Pettit-Majewski, seconded by Gault, to remove from the table Discussion and Consideration of Well #5 Repair Quotes. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried.

Quotes received for Well #5 repairs:

Peerless Well & Pump	\$65,588.00
Gingerich Well & Pump Service	\$63,674.40
Cahoy Pump Service	\$95,643.00

Motion by DeLong, seconded by Pettit-Majewski, to approve the quote from Peerless Well & Pump not to exceed \$65,588.00 for repairs on Well #5. Motion carried.

Council went into Budget Workshop at this time and discussed the departmental requests with the Department Heads for Police, Fire, Library, Parks, Cemetery, Maintenance/Construction, Water Treatment, and Wastewater Treatment. City Administrator discussed with Council the requests for Development Services and Administration.

Motion by Gault, seconded by Youngquist, that the Special Session held at 6:00 P.M., Tuesday, February 11, 2020, is adjourned. Motion carried.

Illa Earnest, City Clerk

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

_____ Prior Approval for Intended Improvements

_____ Approval of Improvements Completed

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

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

Residential

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

Commercial/Industrial

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

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

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

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

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation. Unless the City Council extends the timeframe or repeals the revitalization ordinance, the final date that applications will be accepted by the City is December 31, 2022.

Address of Property: 1127 E. Adams St

Legal Description: # Single Family Home

Title Holder or Contract Buyer: Tim & Ashley Baevels

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 815-631-1112

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

Existing Property Use: X Residential ___ Commercial ___ Industrial ___ Vacant

Proposed Property Use: _____

Nature of Improvements: X New Construction ___ Addition ___ General Improvements

Specify: _____

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

Date Permit(s) Issued: _____

Permit(s) Valuation: _____ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 12-19-19

Estimated or Actual Cost of Improvements: _____

Signature: Tim Bartels

Name (Printed) Tim Bartels

Title: _____

Company: _____

Date: 1-31-20

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved Reason (if disapproved) _____ Date _____ Resolution No. _____ Attested by the City Clerk _____
	ASSESSOR

* Example: To receive a full 3 or 5 year exemption on Improvements that were first fully assessed on 1-1-2012, the property owner must file the application with the City no later than 2-1-2014.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the WASHINGTON URBAN REVITALIZATION PLAN, available at City Hall or on City of Washington Website www.washingtoniowa.net.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.




Zoning Permit Application

Applicant's Signature: _____

Permit Amount: \$ 864.34 Permit #: 19-189

Valuation of Project: \$ 160,000.00

Date Permit Issued 7 / 17 / 19

Authorized By:  Digitally signed by Steve Donnelly
DN: cn=Steve Donnelly, o=City of Washington,
ou=Development Services,
email=sdonnelly@washingtioniowa.gov, c=US
Date: 2019.07.18 12:36:35 -0500

SECTION 1. GENERAL INFORMATION

Property Owner: Double K Enterprises Phone Number (319) 461 - 7962

Address of Property Owner: 1325 W. 5th St. Washington, IA 52353

SECTION 2. SITE & CONSTRUCTION INFORMATION

Zoning District R-2

Address of site: 1127 E. Adams St. Use of Property residential

Change in use: ☐ yes ☒ no if yes, from _____ to _____

Class of work: ☒ New ☐ Addition ☐ Remodel ☐ Repair

Setbacks of Structure: Front yard 25 ft. Side yard (1) 13 ft. (2) 13 ft. Rear yard 59 ft.

Height of structure 20 ft. Construction Dimensions 35 x 44 = 1540 Sq. Ft.

Describe Work: construct new home

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

Contractor: Double K Enterprises Contact Number (319) 461 - 7962

ZONING ADMINISTRATOR

Setback/pin verification: Preconstruction by: Steve Donnelly Date: 7 / 19 / 19

(If required) Construction by: Steve Donnelly Date: 7 / 29 / 19

Inspection Notes: Footing ok. 7-25-19 (SED) walls passed 7-29-19 (SED)

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



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY


700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Invoice

Date	Invoice #
1/31/2020	8823

Phone #	Fax #
319-365-9941	319-365-9981

Bill To
CITY OF WASHINGTON PO BOX 516 WASHINGTON IA 52353

Approved by:


Quantity	Description	Rate	Amount
	REHAB PROGRAM		
1	725 W. MADISON STREET	1,800.00	1,800.00
1	1005 E WASHINGTON STREET	1,800.00	1,800.00
Please remit payment within 30 days.		Total	\$3,600.00

Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2020-SC-0015

2.12.2020

BILL TO

City of Washington
215 E. Washington St.
Washington IA 52353

INSTRUCTIONS

Project #18-WS-020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	"Progress Payments - \$2,000/3 months after Release of Funds" – 3 rd Installment		\$2,000.00

TOTAL AMOUNT OF CONTRACT: \$20,000
LESS PREVIOUS PAYMENTS: \$ 6,000
LESS THIS PAYMENT: \$ 2,000
BALANCE DUE AFTER THIS PAYMENT: \$12,000

TOTAL DUE **\$2,000.00**

Thank you for your business!

Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2020-SC-0013

2.11.2020

BILL TO

City of Washington
215 E. Washington St.
Washington IA 52353

INSTRUCTIONS

Project #17-WS-014

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2 nd Milestone	Progress Payment – Final balance at Project completion.		\$2,000.00

TOTAL AMOUNT OF CONTRACT: \$20,000
LESS PREVIOUS PAYMENTS: \$18,000
LESS THIS PAYMENT: \$ 2,000
BALANCE DUE AFTER THIS PAYMENT: \$ 0

TOTAL DUE	\$2,000.00
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Thank you for your business!

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER: PROJECT: Washington City Hall & Police Station
 City of Washington Washington, IA
 215 E Washington Street
 Washington, IA 52353

FROM CONTRACTOR: VIA ARCHITECT: Farnsworth Group
 Bushong Construction Company 14225 University Avenue, Suite 110
 704 E Wood Street Waukegan, IA 50263
 Montezuma, IA 50171

APPLICATION NO: 4 Distribution to:

☐ OWNER

PERIOD TO: 1/31/2020

PROJECT NOS: ☐ CONTRACTOR
☐ A/R
☐ FILE

CONTRACT DATE: 7/23/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,909,000.00
 2. Net change by Change Orders \$ 83,997.37
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,992,997.37
 4. TOTAL COMPLETED & STORED TO DATE \$ ~~362,374.50~~ 338,471.50
 (Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work \$ ~~48,118.58~~ 16,923.58
 (Column D + E on G703)
 b. 5 % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ ~~48,118.58~~ 16,923.58
 6. TOTAL EARNED LESS RETAINAGE \$ ~~344,262.02~~ 321,547.93
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ ~~487,076.37~~ 187,076.38
 8. CURRENT PAYMENT DUE \$ ~~457,176.55~~ 134,471.55
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ ~~1,648,744.45~~ 1,671,449.45
 (Line 3 less Line 6)

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$83,997.37	\$0.00
Total approved this Month		\$0.00
TOTALS	\$83,997.37	\$0.00
NET CHANGES by Change Order		\$83,997.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: John Bushong Date: 01/31/20

State of: Iowa County of: Poweshiek

Subscribed and sworn to before me this 31th day of January, 2020

Notary Public: Brenda J. Moore

My Commission expires: 11/05/2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the payment of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 134,471.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on t Application and on the Continuation Sheet that are changed to conform to the amount certified ARCHITECT: [Signature] Date: 02/14/2020

By: [Signature] Date: 02/14/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**WWTP report
February 18th, 2020
Council meeting**

- **After hour alarm and dog call outs –**
 - 1st Dog call at the WWTP 3:00 pm Jason
 - 2nd Alarm at WWTP decanter #4 fault Jason
 - 2nd Alarm at WWTP sub drain #2 high float Jason
 - 3rd Dog call to safety center 10:20pm Dalton
 - 6th dog call at the library 5:10 pm Dalton
 - 13th Dog call at 1408 W Main 4:30pm Dalton
- **Dept Head meetings** –I attended the meetings on Feb. 4th , 11th, 18th and Budget workshop on the 11th
- **WWTP January 2020 Discharge Monitoring Report (DMR)** – Average daily flow **1.316 million gallons (mg)**, maximum daily flow **3.009 mg**, minimum daily flow **0.987 mg**. There were **zero (0)** violations of the WWTP's NPDES discharge permit. Total precipitation for January = **>2.05"** (recorded at the WWTP).

CBOD5 removal 85% required	result = 96.6 %
Influent CBOD5 monthly average =	139.7 mg/L
Effluent CBOD5 monthly average =	4.7 mg/L
 TSS removal 85% required	 result = 98.4 %
Influent TSS monthly average =	123.9 mg/L
Effluent TSS monthly average =	2 mg/L
- **Training**-Training continues with Dalton and so new training with Parker on lift stations. Some routine maintenance was performed on preliminary equipment.

**Jason Whisler
2/14/20 12:00 P.M.**

Elm Grove & Woodlawn Cemeteries

Council Report for January 2020

By Nicholas Duvall

This month I plowed snow 6 times in Elm Grove and 4 times for funerals. I plowed snow one time at the Airport. I finished working on cemetery budget. I had 3 family requests for information this month. I spent a lot of time updating cemetery records. I helped M/C haul snow from the downtown area, along with helping cleaning the square several times. I also repaired 2 weed trimmers that needed extra work. I welded up some cracks in the dump body of the GMC dump truck, on the dump box crossmembers. I also plowed West Buchanan and around the high school a couple of times for M/C. I picked up 2 dump truck loads at Elm Grove and 5 loads at Woodlawn of sticks from the ice damage.

We have had 5 funerals at Elm Grove this month, with one being a same day burial (due to family's wishes and impending weather). In February, we plan to continue with funeral services, plowing snow as needed, and getting cemeteries ready for spring if the weather allows. We will also be working on cemetery records updating as time allows. Thank you.

MAINTENANCE & CONSTRUCTION DEPT. REPORT

1-25-20/2-7-20

STREETS: Personnel plowed and hauled snow away from downtown and salted priority routes. Personnel cold mixed filling potholes. Two 25 MPH signs and posts were installed on South 15th Ave.

WATER DISTRIBUTION: Personnel repaired the first a water main break of 2020, located at 522 West Main St (4 inch CIP), used a 7 ft piece of 4 inch PVC, two 4x12 inch sleeves, 4 inch service saddle and a 1 inch corp along with a 2 ft piece of copper and comp union. Water was never interrupted as far as shutting down the available gate valves, although at least one resident was without water due to the leak. This was followed by 3 more water main leaks, located at North 7th Ave-East 7th St (4 inch CIP), South 7th Ave-East Van Buren St (4 inch CIP on hydrant leg) and South 11th Ave-East Madison St (6 inch CIP). Personnel repaired a water box (rod) located at 815 South Marion Ave. There were 20 water shut offs for nonpayment.

SEWER COLLECTION: Personnel cleaned out the sanitary sewer line coming from Hy-Vee gas station (more paper towel issues). Personnel investigated North 4th Ave sanitary sewer main by televising and dye testing residences services.

STORM SEWER COLLECTION: Personnel dyed the storm intakes on the north side of North 5th Ave-East 7th St, which went into the storm southward. Metal plates were constructed and placed over the 66 inch inlet pipes under South 14th Ave for storm water retention.

MECHANIC/SHOP: Personnel serviced #119 (serviced & replaced cutting edge on snow plow), #611 (replaced cutting edge on snow plow), #601 (hydraulic leak), CAT Grader #134 (serviced, replaced cutting edge & greased turntable), PD 636 (check front end noise), 105 (door latch), treat

bulk fuel tanks, #501 (repair 4-wheel drive), #104 (drain coolant and found a radiator), wood chipper (service) and FD #2 (generator issue).

OTHER: Personnel responded to 15 One Call Locates. Personnel filled 100 sand bags for future traffic/pedestrian signage. Personnel attended a SASSO meeting on Hearing, staff also took annual hearing tests afterwards.

*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.



**Washington Police Department
215 E. Washington
Washington, IA 52353**



Chief of Police Jim Lester
Lieutenant Lyle Hansen

Phone: 319-653-2256
Tip: 800-847-7492
Fax: 319-653-2317

***Department Activity Report
January 2020***

Included is the January 2020 activity report for the Washington Police Department.

Officers were busy in January with calls involving mental health crisis, vehicle unlocks, thefts and car burglary investigations. A suspect was identified in the car burglaries and charges have been filed.

Officer Training / Presentations:

Officers received an orientation of the fitness equipment in the fire station and some are taking advantage of the new equipment.

Investigator VanWilligen attended a Crash Response for the Drug Recognition Expert in Iowa City.

Investigator VanWilligen and Chief Lester attended the Iowa Sex Crimes Investigators Association Conference in Johnston. Chief Lester has been named a member of the association's board.

Chief Lester attended ambulance and QRS meetings and did presentations for the Washington Lions Club and the Noon Kiwanis.

Respectfully submitted,


Jim Lester
Chief of Police

**Washington Police Department
Activity & Offense Summary
For the Month of January 2020**

Activity	Previous Month	Current Month	Year-To-Date
Citations / Warnings	82	70	70
Traffic Stops	128	94	94
Traffic Accidents	16	17	17
Parking Tickets	0	28	28
Vehicle Unlocks	25	36	36
Arrest Warrants Served	11	6	6
Search Warrants Served	2	2	2
Calls for Service	336	309	309
Animal Calls	21	9	9
Mental Health Responses / Suicidal Subjects	4	7	7
Arrests	23	20	20

Offense Summary

Offenses	Previous Month	Current Month	Year-To-Date
Assaults	8	3	3
Domestic Assault	2	3	3
Harassment	1	2	2
No Contact Order Violation	1	0	0
Burglary	1	0	0
Burglary to a Motor Vehicle	2	2	2
Curfew Violations	0	0	0
Disorderly Conduct	0	0	0
Driving While Intoxicated (OWI)	1	0	0
Drunkenness (Public Intoxication)	0	0	0
Drug Offenses	2	2	2
Drug Paraphernalia	2	3	3
Sexual Abuse	2	0	0
Theft (includes Shoplifting)	11	13	13
Trespass	1	1	1
Pornography / Obscene Material	1	1	1
Weapons Laws Violations	0	0	0

This chart indicates a summary of the types of offenses the Washington Police Department responded to during the reporting period. Some offense types are combined to simplify this report. It should also be noted that an offense does not always result in an arrest. Calls for service do not always include requests to return phone calls, instances where officers are approached while on patrol for minor issues or requests for assistance from other agencies such as probation / parole checks.

**CITY OF WASHINGTON, IOWA
CLAIMS REPORT
FEBRUARY 18, 2020**

POLICE	ACE-N-MORE	BATTERIES	10.99
	BDH TECHNOLOGY LLC	TECH SERVICES	771.25
	BROWN, KELSEY	REIMBURSEMENT SUPPLIES	9.87
	CAPPER CHRYSLER DODGE JEEP RAM	FLOOR MATS/KEY FOB	283.70
	CINTAS CORP LOC. 342	RUG SERVICE	38.08
	COBB OIL CO, INC.	FUEL	2,042.08
	CUSTOM IMPRESSIONS INC	ENGRAVED SIGN	10.00
	HILL, RHONDA	SUPPLIES REIMBURSEMENT	24.15
	IOWA POLICE CHIEFS ASSOCIATION	IPCA CONFERENCE	135.00
	KCTC	PHONE AND INTERNET	314.59
	KIWANIS AMer's	MEMBERSHIP DUES-JIM	85.00
	L-TRON CORPORATION	THERMAL PAPER	172.00
	MARCO, INC.	COPIER LEASE	327.91
	QUILL	OFFICE SUPPLIES	148.97
	REMINGTON ARMS CO	ARMORER'S COURSE FIELD	225.00
	SUREFIRE, LLC	BATTERIES	73.63
	SYNNEX FINANCIAL SERVICES	LEASING	604.26
	UP-TOWN AUTO WASH	CAR WASH CARD	100.00
	VERIZON WIRELESS	WIRELESS SERVICE	886.88
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	40.00
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING/RETIRE	330.40
		TOTAL	6,633.76
FIRE	ACE-N-MORE	SUPPLIES	35.65
	CHALUPA CARPENTRY	MAP FRAME/BLDG & INSTALL	191.67
	COBB OIL CO, INC.	FUEL	66.34
	IGRAPHIX, INC	SHIPPING	21.75
	KCTC	PHONE AND INTERNET	207.69
	SORRELL GLASS	CLEANER	45.00
	TOYNE INC	PARTS	31.82
	VERIZON WIRELESS	WIRELESS SERVICE	169.81
	WASH CO AMBULANCE	DEFIBRILLATOR PADS	73.50
	WASH CO MUTUAL AID	WCMAA DUES	100.00
		TOTAL	943.23
ANIMAL CONTROL	IDALS - IA DEPT OF AGRICULTURE	DOG POUND LICENSE FEE	75.00
		TOTAL	75.00
STREET LIGHTING	ARNOLD MOTOR SUPPLY	PARTS	15.49
		TOTAL	15.49
DEVELOPMENT SERVICES	ARNOLD MOTOR SUPPLY	PARTS	37.85
	BW CONSTRUCTION	SNOW ABATEMENT	125.00
	CAPPS HOME REPAIR	SNOW ABATEMENT	205.00
	COBB OIL CO, INC.	FUEL	81.78
	DONNOLLY, STEVE	POSTAGE REIMBURSEMENT	12.49
	VERIZON WIRELESS	WIRELESS SERVICE	198.25
		TOTAL	660.37
LIBRARY	ACE-N-MORE	JANITORIAL SUPPLIES	48.96
	ALL AMERICAN PEST CONTROL	PEST CONTROL	44.00
	ALLIANT ENERGY	ALLIANT ENERGY	2,549.15
	BAKER & TAYLOR	LIBRARY MATERIALS	619.34
	CENGAGE LEARNING INC/GALE	LIBRARY MATERIALS	27.87
	COMPANION CORPORATION	LIBRARY MATERIALS	145.00
	DEMCO	LIBRARY MATERIALS	252.82
	FAREWAY STORES	JANITORIAL SUPPLIES	6.49
	FISHER, JASON	BUILDING MAINTENANCE	75.00

	KCTC	PHONE & INTERNET	471.89
	MIDWEST ALARM	FIRE ALARM INSPECTION	751.32
	RECORDED BOOKS LLC	RECORDED BOOKS	58.48
	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	219.07
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	40.00
		TOTAL	5,309.39
PARKS			
	ACE-N-MORE	PARK SWING PARTS	189.40
	ALLIANT ENERGY	ALLIANT ENERGY	2,022.87
	COBB OIL CO, INC.	FUEL	150.86
	I TECH TECHNOLOGY EXPERTS	EMAIL ACCTS/BACKUP FILES	804.98
	IA DEPT OF AGRICULTURE & LAND STEWARDS	APPLICATOR CERTIFICATIONS	30.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	200.00
	KCTC	PHONE AND INTERNET	124.78
	VERIZON WIRELESS	WIRELESS SERVICE	42.66
		TOTAL	3,565.55
CEMETERY			
	ATCO INTERNATIONAL	GLOVES/OIL DRY	237.33
	COBB OIL CO, INC.	FUEL	332.27
	KCTC	PHONE AND INTERNET	155.62
	WASH CO COMMUNICATIONS CT	ALARM MONITORING	30.00
		TOTAL	755.22
FINANCIAL ADMIN			
	ACE-N-MORE	KEY	10.38
	ALL AMERICAN PEST CONTROL	PEST CONTROL	80.00
	ALLIANT ENERGY	ALLIANT ENERGY	25.34
	AUDITOR OF STATE - IOWA	ANNUAL REPORT FILING FEE	625.00
	BAKER PAPER & SUPPLY	COPY PAPER	112.95
	CINTAS CORP LOC. 342	TOWEL SERVICE	157.82
	CITY OF MEDIAPOLIS	CLERK ASSOCIATION DUES	20.00
	CITY OF WASH - PETTY CASH	PETTY CASH	98.98
	CUSTOM IMPRESSIONS INC	EMPLOYEE PLAQUES	216.45
	FAREWAY STORES	SUPPLIES	18.99
	GOOGLE LLC	SERVICE	258.33
	IMFOA	MEMBERSHIP DUES-BROWN/EARNEST	100.00
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	360.00
	IOWA MAYORS ASSOCIATION	MEMBERSHIP DUES	30.00
	J & S ELECTRONIC BUSINESS SYSTEMS, INC	COPIES	38.03
	KCTC	PHONE AND INTERNET	829.82
	PACE PAYMENT SYSTEMS	PACE ADMIN FEE	20.00
	ROSIEN, JARON	MILEAGE REIMB	250.70
	RUNNING ROBOTS	WEBSITE MAINTENANCE	498.00
	SORRELL GLASS	CLEANER	45.00
	VERIZON WIRELESS	WIRELESS SERVICE	47.66
	WASH CHAMBER OF COMMERCE	ANNUAL DINNER	360.00
	WASH COUNTY MINIBUS	LOST- FEBRUARY 2020	19,417.49
	WMPF GROUP LLC	LEGAL ADV	1,276.33
		TOTAL	24,897.27
AIRPORT			
	ACE-N-MORE	SUPPLIES	9.18
	ALLIANT ENERGY	ALLIANT ENERGY	1,356.15
	CAPPS HOME REPAIR	SNOW REMOVAL	165.00
	CLOUDBURST 9	INTERNET	142.04
	JAMIESON, JEAN	CLEANING	196.00
	QT PETROLEUM	FUEL SYSTEM	2,850.00
	VERIZON WIRELESS	WIRELESS SERVICE	52.57
	VETTER'S INC-CULLIGAN WATER	SOLAR SALT- DELIVERED	84.70
	WINDSTREAM IOWA COMMUNICATIONS	FEBRUARY SERVICE	183.03
		TOTAL	5,038.67

ROAD USE	ACE-N-MORE	SUPPLIES	78.54
	ALTORFER	PARTS	230.56
	ARNOLD MOTOR SUPPLY	SUPPLIES-SHOP	291.90
	CHEMSEARCH	SUPPLIES	183.85
	COBB OIL CO, INC.	SUPPLIES	2,837.47
	COLEMAN CONSTRUCTION INC.	SNOW REMOVAL@2471 HWY 92	300.00
	HI-LINE INC	SUPPLIES	249.04
	HIWAY SERVICE CENTER	PARTS	204.00
	HY-VEE	MEETING	77.02
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	549.72
	IOWA PRISON INDUSTRIES	SIGNS	2,232.50
	LAWSON PRODUCTS INC	BOLTS & PARTS	151.35
	NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	FILTER DRUM SERVICE	40.00
	THOMPSON TRUCK AND TRAILER INC.	FILTERS	148.65
	TIFCO INDUSTRIES	LED BEACON	119.95
	ULINE	SAND BAGS	57.57
	WASHINGTON CO TREASURER	JANUARY SALT USE	7,274.69
		TOTAL	15,026.81
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	11,118.60
		TOTAL	11,118.60
CAPITAL PROJECTS	ARMSTRONG HEATING & AIR CONDITIONING I	FURNACE DUCT WORK	286.25
		TOTAL	286.25
TREE REMOVAL/REPLACE	BROWN'S TREE SERVICE	TREE & STUMP REMOVALS	4,600.00
		TOTAL	4,600.00
TREE COMMITTEE	MCCONNELL, MARDE	TREE COMM EXPENSE	34.22
		TOTAL	34.22
K-9 PROGRAM	WASH VETERINARY CLINIC	MEDICATION FOR DEX	101.34
		TOTAL	101.34
SAFETY FUND	CITY OF WASH - PETTY CASH	SAFETY AWARDS	300.00
		TOTAL	300.00
LIBRARY GIFT	BAKER & TAYLOR	LIBRARY MATERIALS	7.18
		TOTAL	7.18
WATER PLANT	ALLIANT ENERGY	ALLIANT ENERGY	11,118.25
	COBB OIL CO, INC.	FUEL	30.08
	HACH COMPANY	SUPPLIES	930.69
	IA DEPT OF REVENUE	WET TAX	6,812.00
	IAMU - IA ASSOC MUNICIPAL UTILITIES	MEMBERSHIP DUES	945.00
	ION ENVIRONMENTAL SOLUTIONS	LAB SERVICES	104.00
	JETCO	SERVICE	250.00
	KCTC	PHONE AND INTERNET	155.62
	MERCHANT SERVICES	DC/CC ADMIN FEE	1,019.30
	SPORY, KARYN	WATER DEPOSIT REFUND	46.20
	STOLTZFOOS, JACOB	WATER DEPOSIT REFUND	55.50
	VERIZON WIRELESS	WIRELESS SERVICE	47.66
	WATER SOLUTIONS UNLIMITED	CHEMICALS	5,069.55
	WHITTEMORE, ALYSSA	WATER DEPOSIT REFUND	150.00
		TOTAL	26,733.85
WATER DISTRIBUTION	4-M PLUMBING & HEATING	CARRIER INDUCTION BLOWER	500.00
	ACE-N-MORE	SUPPLIES	194.64

	ALLIANT ENERGY	ALLIANT ENERGY	41.08
	ARNOLD MOTOR SUPPLY	PARTS	158.31
	BARRON MOTOR SUPPLY	PARTS	120.98
	CHEMSEARCH	SUPPLIES	420.73
	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	214.68
	COBB OIL CO, INC.	FUEL	716.64
	IMPRESSIONS COMPUTERS, INC	COMPUTER MAINTENANCE	320.00
	IOWA SECTION AWWA	WATER TREATMENT CONFERENCE	160.00
	MARIE ELECTRIC INC.	SHOP BAY LIGHT REPAIRS	878.46
	MUNICIPAL MANAGEMENT CORP.	1/22/20- ISOLATE LEAKS	800.00
	VERIZON WIRELESS	WIRELESS SERVICE	73.94
	WINDSTREAM IOWA COMMUNICATIONS	FEBRUARY SERVICE	115.87
		TOTAL	4,715.33
SEWER PLANT			
	ALLIANT ENERGY	ALLIANT ENERGY	10,944.32
	COBB OIL CO, INC.	OIL	312.72
	IA DEPT OF REVENUE	SALES TAX	1,993.00
	JETCO	TRANSDUSER REPAIR	1,747.85
	SORRELLS, DALTON	REIMB FOR BOOTS	90.94
	UNITED LABORATORIES	DEGREASER FOR LIFT STATION	671.40
	VERIZON WIRELESS	WIRELESS SERVICE	186.15
	WASHINGTON LUMBER	TORCH FOR FROZEN LOCKS	39.48
	WASHINGTON RENTAL	SNOW BLOWER REPAIR	210.98
	WHISLER, JASON	REIMB- BOOTS	79.18
	WINDSTREAM IOWA COMMUNICATIONS	FEBRUARY SERVICE	274.48
	WMPF GROUP LLC	EMPLOYMENT ADVERTISING	121.42
		TOTAL	16,671.92
SEWER COLLECTION			
	ACE-N-MORE	SUPPLIES	86.46
	ALLIANT ENERGY	ALLIANT ENERGY	1,205.23
	ARNOLD MOTOR SUPPLY	BREAK FLUID	143.47
	COBB OIL CO, INC.	FUEL	765.67
	KIMBALL MIDWEST	PARTS	195.41
	MOSE LEVY CO INC	PLATES	519.92
	VACSTAR	PARTS FOR REPAIR	662.44
	VERIZON WIRELESS	WIRELESS SERVICE	138.32
	WINDSTREAM IOWA COMMUNICATIONS	FEBRUARY SERVICE	115.87
	WMPF GROUP LLC	TREE PICKUP ADVERTISING	35.70
		TOTAL	3,868.49
SANITATION			
	JOHNSON COUNTY REFUSE INC	REFUSE & RECYCLING	46,526.00
		TOTAL	46,026.00
SELF INSURANCE			
	EMPLOYEE BENEFIT SYSTEMS	PSF ADMIN FEE	337.50
		TOTAL	337.50
UNEMPLOYMENT SELF			
	IOWA WORKFORCE DEVELOPMENT	4TH QTR UNEMPLOYMENT INS	3,607.50
		TOTAL	3,607.50
		TOTAL	181,328.94

**CITY OF WASHINGTON, IOWA
MONTH TO DATE TREASURERS REPORT
JANUARY 31, 2020**

	1/1/2020					1/31/2020
FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	REVENUES NOT YET RECEIVED	M-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	ENDING CASH BALANCE
001-GENERAL FUND	1,141,383.96	143,273.51	-	270,646.28	-	1,014,011.19
002-AIRPORT FUND	287,190.84	7,765.35	-	24,379.38	-	270,576.81
010-CHAMBER REIMBURSEMENT	8,405.67	6,120.55	-	6,080.61	-	8,445.61
011-MAIN STREET REIMBURSEMENT	(15,734.07)	-	-	3,897.62	-	(19,631.69)
012-WEDG REIMBURSEMENT	1,627.80	8,320.04	-	7,730.07	-	2,217.77
050-DOWNTOWN INCENTIVE GRANT	30,000.00	-	-	-	-	30,000.00
110-ROAD USE	925,512.82	99,807.49	-	49,662.35	-	975,657.96
112-EMPLOYEE BENEFITS	-	7,249.92	-	7,249.92	-	-
114-EMERGENCY LEVY	-	681.02	-	681.02	-	-
121-LOCAL OPTION SALES TAX	-	77,669.96	-	77,669.96	-	-
122-LOST DEBT SERVICE	129,770.00	-	-	300.00	-	129,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	60,279.11	-	-	-	-	60,279.11
125-UNIF COMM UR-NE IND	9,935.61	-	-	-	-	9,935.61
127-UNIF COMM UR - BRIARWOOD	4,683.50	-	-	-	-	4,683.50
129-SC RES UR	-	5,294.50	-	-	-	5,294.50
132-UNIF COMM UR - EBD	17,490.48	-	-	-	-	17,490.48
133-UNIF COMM UR-IRE	55,713.47	-	-	-	-	55,713.47
134-DOWNTOWN COMM UR	25,777.90	722.46	-	-	-	26,500.36
145-HOUSING REHABILITATION	37,168.81	14,850.00	-	14,850.00	-	37,168.81
146-LMI TIF SET-ASIDE	44,338.53	-	-	-	-	44,338.53
200-DEBT SERVICE	399,756.60	9,658.33	-	1,784.50	-	407,630.43
300-CAPITAL EQUIPMENT	(185,900.50)	-	-	-	-	(185,900.50)
301-CAPITAL PROJECTS FUND	272,146.68	2,384.30	-	166,846.63	-	107,684.35
308-INDUSTRIAL DEVELOPMENT	409,416.87	116.79	-	15,119.89	-	394,413.77
309-MUNICIPAL BUILDING	1,095,192.07	549.00	-	-	-	1,095,741.07
310-WELLNESS PARK	724,008.93	1,141.97	-	-	-	725,150.90
311-SIDEWALK REPAIR & REPLACE	9,285.24	-	-	-	-	9,285.24
312-TREE REMOVAL & REPLACE	30,523.34	-	-	-	-	30,523.34
510-MUNICIPAL BAND	3,363.16	-	-	-	-	3,363.16
520-DOG PARK	4,579.10	-	-	-	-	4,579.10
530-TREE COMMITTEE	5,405.58	1,993.00	-	-	-	7,398.58
540-POLICE FORFEITURE	2,160.99	-	-	-	-	2,160.99
541-K-9 PROGRAM	2,935.53	-	-	121.88	-	2,813.65
545-SAFETY FUND	2,475.50	-	-	-	-	2,475.50
550-PARK GIFT	44,933.43	28.95	-	-	-	44,962.38
570-LIBRARY GIFT	349,985.71	451.69	-	409.12	-	350,028.28
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	505,996.18	137,831.76	-	98,633.24	-	545,194.70
601-WATER DEPOSIT FUND	27,730.00	1,350.00	-	900.00	-	28,180.00
603-WATER CAPITAL PROJECTS	(54,407.19)	213,154.73	-	265,213.11	-	(106,465.57)
610-SANITARY SEWER	1,006,994.46	182,246.05	-	86,617.11	-	1,102,623.40
613-SEWER CAPITAL PROJECTS	(100,185.49)	1,109.60	-	-	-	(99,075.89)
670-SANITATION	126,121.70	44,539.97	-	46,851.33	-	123,810.34
950-SELF INSURANCE	280,434.10	959.16	-	9,538.56	-	271,854.70
951-UNEMPLOYMENT SELF INS	60,122.48	201.55	-	-	-	60,324.03
TOTAL BALANCE	7,887,543.04	969,471.65	-	1,155,182.58	-	7,701,832.11

Cash in Bank - Pooled Cash

Wash St. Bank - Operating Account	416,153.93	(1)	0.20%
Wash St. Bank - Airport Fuel Account	-		
Cash in Drawer	350.00		N/A
Investment in IPAIT (PLUS 3 CDS)	2,300,156.70		1.31%
Wash St - Farm Mgmt Acct	103,724.51		
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00		2.75%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00		2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00		2.02%
Wash St Bank - CD 1/14/2019	500,000.00		2.75%
IPAIT ROLLING CD - MATURES MONTHLY	2,616,190.16		1.50%
Wash St Bank - CD 08/30/2018	265,256.81		2.28%
TOTAL CASH IN BANK	7,701,832.11		

(1) Washington State Bank
Outstanding Deposits & Checks/Wages payable

**CITY OF WASHINGTON, IOWA
YEAR TO DATE TREASURERS REPORT
JANUARY 31, 2020**

FUND	7/1/2019 BEGINNING CASH BALANCE	Y-T-D REVENUES	REVENUES NOT YET RECEIVED	Y-T-D EXPENDITURES	EXPENSES NOT YET EXPENDED	1/1/2020 ENDING CASH BALANCE
001-GENERAL FUND	1,000,000.00	2,235,294.01	-	2,221,282.82	-	1,014,011.19
002-AIRPORT FUND	291,302.19	204,924.67	-	225,650.05	-	270,576.81
010-CHAMBER REIMBURSEMENT	7,806.45	45,576.33	-	44,937.17	-	8,445.61
011-MAIN STREET REIMBURSEMENT	-	34,044.64	-	53,676.33	-	(19,631.69)
012-WEDG REIMBURSEMENT	1,259.20	58,240.28	-	57,281.71	-	2,217.77
050-DOWNTOWN INCENTIVE GRANT	9,500.00	49,500.00	-	29,000.00	-	30,000.00
110-ROAD USE	981,616.71	670,078.52	-	676,037.27	-	975,657.96
112-EMPLOYEE BENEFITS	-	389,008.32	-	389,008.32	-	-
114-EMERGENCY LEVY	-	35,574.98	-	35,574.98	-	-
121-LOCAL OPTION SALES TAX	-	610,705.08	-	610,705.08	-	-
122-LOST DEBT SERVICE	-	158,940.00	-	29,470.00	-	129,470.00
123-LOST DEBT SERVICE RESERVE	79,170.00	-	-	-	-	79,170.00
124-HOTEL/MOTEL TAX	50,552.29	29,422.68	-	19,695.86	-	60,279.11
125-UNIF COMM UR-NE IND	-	9,935.61	-	-	-	9,935.61
127-UNIF COMM UR - BRIARWOOD	3,562.36	14,292.64	-	13,171.50	-	4,683.50
129-SC RES UR	1,314.27	42,575.13	-	38,594.90	-	5,294.50
132-UNIF COMM UR - EBD	-	17,490.48	-	-	-	17,490.48
133-UNIF COMM UR-IRE	-	55,713.47	-	-	-	55,713.47
134-DOWNTOWN COMM UR	4,198.90	25,269.20	-	2,967.74	-	26,500.36
145-HOUSING REHABILITATION	8,740.56	119,517.00	-	91,088.75	-	37,168.81
146-LMI TIF SET-ASIDE	68,475.93	13,662.60	-	37,800.00	-	44,338.53
200-DEBT SERVICE	632.26	499,790.17	-	92,792.00	-	407,630.43
300-CAPITAL EQUIPMENT	142,108.48	-	-	328,008.98	-	(185,900.50)
301-CAPITAL PROJECTS FUND	2,124,307.12	879,147.88	-	2,895,770.65	-	107,684.35
305-RIVERBOAT FOUND CAP PROJ	-	361,013.77	-	361,013.77	-	-
308-INDUSTRIAL DEVELOPMENT	299,670.29	131,512.08	-	36,768.60	-	394,413.77
309-MUNICIPAL BUILDING	1,443,871.94	118,772.48	-	466,903.35	-	1,095,741.07
310-WELLNESS PARK	398,324.05	326,826.85	-	-	-	725,150.90
311-SIDEWALK REPAIR & REPLACE	45,361.60	30,000.00	-	66,076.36	-	9,285.24
312-TREE REMOVAL & REPLACE	62,663.34	-	-	32,140.00	-	30,523.34
510-MUNICIPAL BAND	3,363.16	-	-	-	-	3,363.16
520-DOG PARK	4,899.95	199.15	-	520.00	-	4,579.10
530-TREE COMMITTEE	13,843.88	6,133.00	-	12,578.30	-	7,398.58
540-POLICE FORFEITURE	2,160.99	-	-	-	-	2,160.99
541-K-9 PROGRAM	3,985.70	600.00	-	1,772.05	-	2,813.65
545-SAFETY FUND	2,475.50	-	-	-	-	2,475.50
550-PARK GIFT	43,809.97	3,785.23	-	2,632.82	-	44,962.38
570-LIBRARY GIFT	337,893.03	19,002.47	-	6,867.22	-	350,028.28
580-CEMETERY GIFT	10,993.00	-	-	-	-	10,993.00
590-CABLE COMMISSION	10,761.14	-	-	-	-	10,761.14
600-WATER UTILITY	692,482.31	979,017.94	-	1,126,305.55	-	545,194.70
601-WATER DEPOSIT FUND	26,830.00	13,800.00	-	12,450.00	-	28,180.00
602-WATER SINKING	-	38,319.77	-	38,319.77	-	-
603-WATER CAPITAL PROJECTS	-	524,368.08	-	630,833.65	-	(106,465.57)
610-SANITARY SEWER	843,146.97	1,296,986.63	-	1,037,510.20	-	1,102,623.40
612-SEWER SINKING	-	218,535.00	-	218,535.00	-	-
613-SEWER CAPITAL PROJECTS	346,219.50	399,545.45	-	844,840.84	-	(99,075.89)
670-SANITATION	139,865.38	537,886.94	-	553,941.98	-	123,810.34
910-LIBRARY TRUST	-	-	-	-	-	-
950-SELF INSURANCE	265,746.61	56,609.52	-	50,501.43	-	271,854.70
951-UNEMPLOYMENT SELF INS	50,228.60	10,814.43	-	719.00	-	60,324.03
TOTAL BALANCE	9,823,143.63	11,272,432.48	-	13,393,744.00	-	7,701,832.11

Cash in Bank - Pooled Cash

		Interest Rate
Wash St. Bank - Operating Account	416,153.93 (1)	0.20%
Wash St. Bank - Airport Fuel Account	-	
Cash in Drawer	350.00	N/A
Investment in IPAIT (PLUS 3 CDS)	2,300,156.70	1.31%
Wash St - Farm Mgmt Acct	103,724.51	
Wash St Bank - CD - 12/10/2014 - renewed	500,000.00	2.75%
Wash St Bank - CD 04/22/2015 - renewed	500,000.00	2.19%
Wash St Bank - CD 03/09/2017 - renewed	500,000.00	2.02%
Wash St Bank - CD 1/14/2019	500,000.00	2.75%
IPAIT ROLLING CD - MATURES MONTHLY	2,616,190.16	1.50%
Wash St Bank - CD 08/30/2018	265,256.81	2.28%
TOTAL CASH IN BANK	7,701,832.11	

(1) Washington State Bank	450,884.29
Outstanding Deposits & Checks/Wages payable	(34,730.36)
	416,153.93

Memorandum

To: Washington City Council
From: Greta Clemons
Special Events Coordinator, WCHC
Date: February 3, 2020
Re: KidzFest

The WCHC KidzFest Committee is planning our 2020 event for Friday, May 15th from 4:30 pm - 7:30 pm and would like to request the use of Central Park and permission to impose parking and traffic restrictions around the park in the following manner:

- Block off the interior most parking lane surrounding the square beginning late the evening of Thursday, May 14th
- Expand the parking and traffic restrictions by blocking off the innermost center parking lane on the east and south sides of the Square and both center parking lanes on the north and west sides of the Square beginning at 12 noon on Friday, May 15th.
- Further expand the parking and traffic restrictions by blocking off all lanes on the north and west sides of the Square beginning at 4pm on Friday, May 15th

We are making this request to ensure the removal of vehicles and provide for more convenient event set-up throughout the day for our food vendors, pony rides, race cars, bounce houses, and fire trucks, as well as allowing us to provide safer surroundings for attendees.

KidzFest is a long-running health fair promoting health, wellness, and safety to our youth in Washington and the surrounding communities. In past years we have had attendance of 900+ children and their families.

We have followed up with Jim Lester, Tom Wide, JJ Bell, and Nick Pacha to request proper equipment and to finalize the application to get approval from City Council. We will also plan to inform business and residential residents around the square about the restrictions the week of the event.

Thank you for your time and consideration in helping to make this event safe and successful!



SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

PLEASE RETURN TO: Washington City Hall, 215 East Washington; ATTN: City Clerk
Contact info: Illa Earnest, 319-653-6584 ext 131; learnest@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: ~~WCHC~~ Kidzfest 2020 by WCHC
Coordinator: Greta Clemmons
Contact Number: 319-863-3921
Email Address: gclemmons@WCHC.org

2. EVENT INFORMATION

Event Description: Kidzfest is designed to promote Health, Wellness, & Safety to youth in Washington and Surrounding areas. It is an evening of entertainment, activities, food, & fun for the whole family.

Days/Dates of Event: May 15, 2020

Time(s) of Event: (Include Set Up/Tear Down Time) May 14 @ 8pm - May 15 @ 9:30pm

Event Location: Central Park

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: Block off the innermost parking lane surrounding the Square beginning late the evening of May 14th. Expand the parking & traffic restrictions by blocking off the innermost center parking lane on the east & south sides of the Square & both center parking lanes on the North & West sides of the Square beginning @ 12 pm on May 15th. Further expand the parking & traffic restrictions by blocking off all lanes on the North & West sides of the Square beginning @ 4 pm on May 15th.

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

Post cards to businesses & in mail boxes

Other Requests

☐ Temporarily park in a "No Parking" area

☐ location: _____

☒ Use of City Park (specify park: _____)

Electrical Needs: from light posts (need uncovered please)

☐ 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? 2
(General guideline of 1 restroom/100 people)

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

Contact Person: Cindy Miller

Blue Moon Satellites

Phone: 319-354-0047

7. INSURANCE

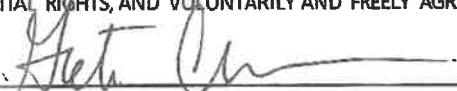
For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. The minimum limits for the liquor liability policy shall be \$500,000. For all other events 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

1/27/20

Date

DEPARTMENT APPROVALS

Indicate Date
Contacted

1/24/20

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

City Clerk Illa Earnest 319-653-6584 iearnest@washingtioniowa.gov
(Liquor Licenses) ext 131

Comments/Restrictions:

1/24/20

Police Chief Jim Lester 319-458-0264 jlester@washingtioniowa.gov

Comments/Restrictions:

1/24/20

Fire Chief Tom Wide 319-863-3332 firedept@washingtioniowa.gov

Comments/Restrictions:

1/24/20

Main and/or Main need fire truck access & items need to be readily moveable
Streets JJ Bell 319-653-1538 jjbell@washingtioniowa.gov

Comments/Restrictions:

1/24/20

Hand out notices of Street Closings
Parks Nick Pacha 319-321-4886 npacha@washingtioniowa.gov

Comments/Restrictions:

1/27/20

County Environmental Health (if serving food):

Jason Taylor; 319-461-2876; jtaylor@co.washington.ia.us

Comments/Restrictions:

Sharing license w/ WAYS

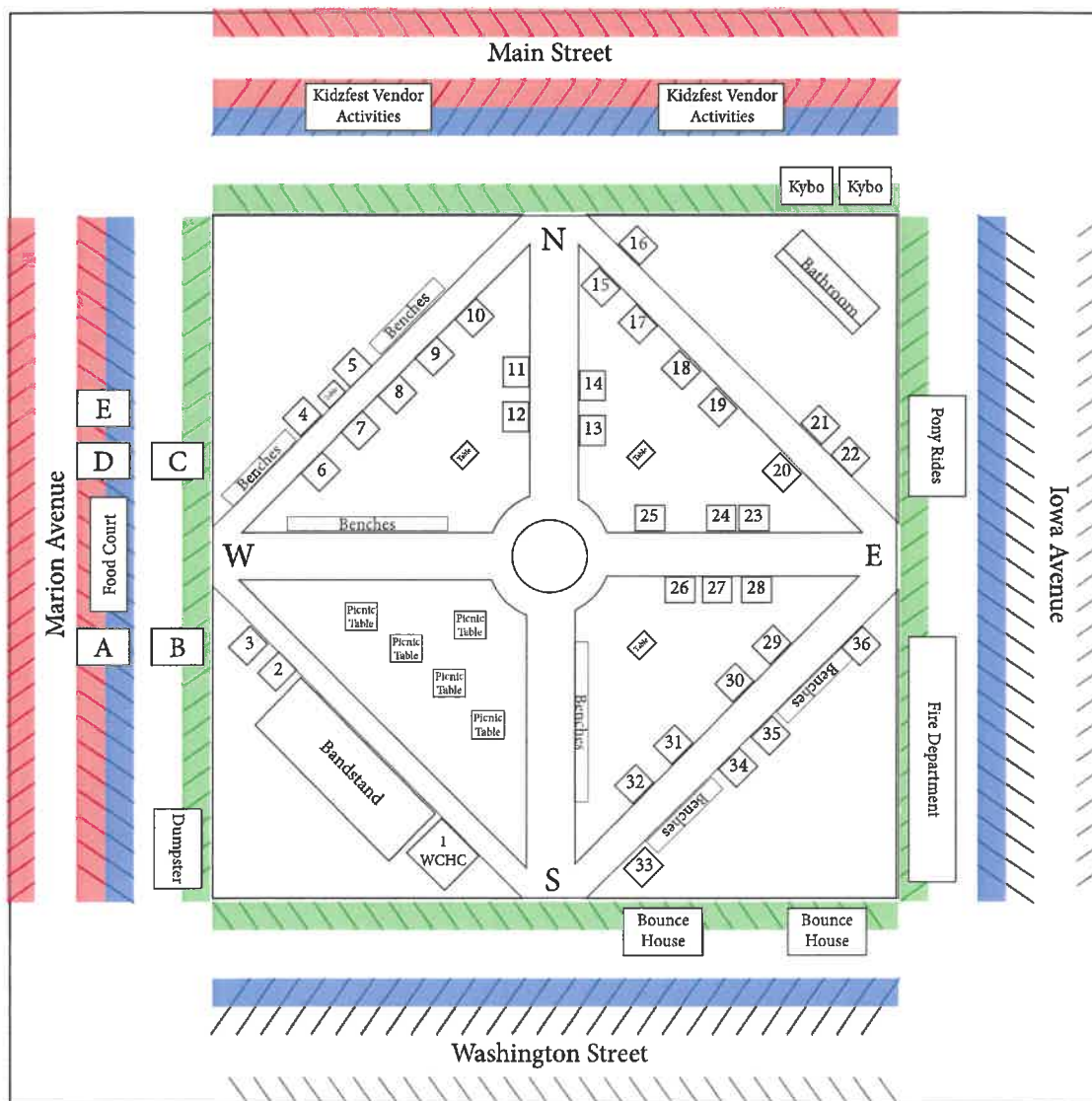
CITY COUNCIL APPROVAL

City Clerk Signature

Date of Action

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____



Thursday, May 14th, 8 pm
close parking spaces curbside of Central Park

Friday, May 15th, 12 pm
close inner most traffic lane
and inner row of center parking
around Central Park

Friday, May 15th, 4 pm
close remaining portion of
Marion Avenue and Main Street
(parking and traffic lane)

Illa Earnest

From: Jaron Rosien <jrosien@washingtونيowa.gov> on behalf of Jaron Rosien
Sent: Wednesday, February 12, 2020 4:45 PM
To: Brent Hinson
Cc: Illa Earnest
Subject: Re: Agenda Items for 2/18/2020 Council








I hope to hear from the last person for the advisory committee tomorrow. I'll confirm that agenda item before the packet is finalized on Friday.

Jaron P. Rosien, Mayor
City of Washington (Pop. 7,266)
215 E. Washington Street
Washington, IA 52353
(319) 321-5365 (cell)
(319) 653-6584 (city hall)

On Feb 12, 2020, at 4:07 PM, Brent Hinson <bhinson@washingtونيowa.gov> wrote:

Jaron & Illa:

Here is what I have so far for February 18 Council:

-  Discussion & Consideration of Chamber LED Lighting Request
-  Discussion & Consideration of Cemetery Mower Purchase
-  Public Hearing On, Discussion & Consideration of a Resolution Amending the FY20 Budget
-  Bond hearings & resolutions- wording as per Ahlers correspondence
-  Discussion & Consideration of a Resolution Amending Chapter 155 of the Washington Code of Ordinances (2018 International Codes Adoption)
-  Discussion & Consideration of a Resolution Establishing a Police Community Advisory Committee and Confirming Mayoral Appointments
-  Discussion & Consideration of Second Reading of a TIF Ordinance (Dollar Tree)

<image002.jpg>

Please note change of email address to washingtونيowa.gov

Council Minutes 02-11-2020

The Council of the City of Washington, Iowa, met in Special Session in the Fire Department Training Room, 215 East Washington Street on Tuesday, February 11, 2020 at 6:00 P.M. Mayor Rosien in the chair. On roll call present: DeLong Gault, Moore, Pettit-Majewski, Stigers (arrived at 6:35 P.M.), Youngquist. Absent: none.

Motion by Pettit-Majewski, seconded by Gault, that the agenda for the Special Session to be held at 6:00 P.M., Tuesday, February 11, 2020, be approved as proposed. Motion carried.

Mayor Rosien announced that now is the time for the public hearing for the Total Maximum Property Tax Dollars Levied for FY21 Budget.

No written or oral objections were received.

Motion by Youngquist, seconded by Pettit-Majewski, to close the public hearing. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried.

Motion by Youngquist, seconded by Pettit-Majewski, to approve the Resolution Approving Total Maximum Property Tax Dollars to be Levied in the FY2020-21 Budget. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried. **(Resolution No. 2020-009)**

Motion by Pettit-Majewski, seconded by Gault, to remove from the table Discussion and Consideration of Well #5 Repair Quotes. Roll call on motion: Ayes: DeLong, Gault, Moore, Pettit-Majewski, Youngquist. Nays: none. Motion carried.

Motion by DeLong, seconded by Pettit-Majewski, to approve the quote from Peerless Well & Pump not to exceed \$65,588.00 for repairs on Well #5. Motion carried.

Council went into Budget Workshop at this time and discussed the departmental requests with the Department Heads for Police, Fire, Library, Parks, Cemetery, Maintenance/Construction, Water Treatment, and Wastewater Treatment. City Administrator discussed with Council the requests for Development Services and Administration.

Motion by Gault, seconded by Youngquist, that the Special Session held at 6:00 P.M., Tuesday, February 11, 2020, is adjourned. Motion carried.

Illa Earnest, City Clerk

Simmering-Cory | Iowa Codification
114 E. 5th Street, Storm Lake, IA 50588
P.O. Box 244, Storm Lake, IA 50588
Tel 641-357-7595 | Fax 515-724-7868



INVOICE 2020-SC-0015

2.12.2020

BILL TO

City of Washington
215 E. Washington St.
Washington IA 52353

INSTRUCTIONS

Project #18-WS-020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	"Progress Payments - \$2,000/3 months after Release of Funds" – 3 rd Installment		\$2,000.00

TOTAL AMOUNT OF CONTRACT: \$20,000
LESS PREVIOUS PAYMENTS: \$ 6,000
LESS THIS PAYMENT: \$ 2,000
BALANCE DUE AFTER THIS PAYMENT: \$12,000

TOTAL DUE **\$2,000.00**

Thank you for your business!

92-887

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

To the Auditor of WASHINGTON County, Iowa:

The City Council of Washington in said County/Counties met on 2/18/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

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

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2020

(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Washington

Section 1. Following notice published 2/6/2020

and the public hearing held, 2/18/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,707,941	0	3,707,941
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,707,941	0	3,707,941
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	309,473	0	309,473
Other City Taxes	6	914,074	0	914,074
Licenses & Permits	7	107,550	0	107,550
Use of Money and Property	8	195,008	0	195,008
Intergovernmental	9	2,678,735	97,255	2,775,990
Charges for Services	10	5,275,792	0	5,275,792
Special Assessments	11	63,000	0	63,000
Miscellaneous	12	459,079	53,753	512,832
Other Financing Sources	13	4,000,000	664,150	4,664,150
Transfers In	14	6,457,448	528,983	6,986,431
Total Revenues and Other Sources	15	24,168,100	1,344,141	25,512,241
Expenditures & Other Financing Uses				
Public Safety	16	1,694,498	78,820	1,773,318
Public Works	17	1,326,045	33,439	1,359,484
Health and Social Services	18	0	0	0
Culture and Recreation	19	985,506	6,416	991,922
Community and Economic Development	20	187,799	3,000	190,799
General Government	21	1,139,453	0	1,139,453
Debt Service	22	1,225,063	0	1,225,063
Capital Projects	23	7,522,612	1,811,748	9,334,360
Total Government Activities Expenditures	24	14,080,976	1,933,423	16,014,399
Business Type / Enterprises	25	5,685,489	1,282,132	6,967,621
Total Gov Activities & Business Expenditures	26	19,766,465	3,215,555	22,982,020
Transfers Out	27	6,457,448	528,983	6,986,431
Total Expenditures/Transfers Out	28	26,223,913	3,744,538	29,968,451
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-2,055,813	-2,400,397	-4,456,210
Beginning Fund Balance July 1	30	7,755,390	9,823,145	17,578,535
Ending Fund Balance June 30	31	5,699,577	7,422,748	13,122,325

Passed this 18
(Day)

day of

February, 2020
(Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

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



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

Memorandum

February 14, 2020

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

From: Brent Hinson
City Administrator

Re: 2020A & B Bond Issuances

We have various items on the February 18 agenda related to bond issuances. We have a total of 2 public hearings and 6 resolutions related to the issuances.

Assuming the issuances are approved, we are looking at March 3 for receiving bids and Council approval at the meeting that night.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,830,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$4,830,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$4,830,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of:

- a) the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; and the acquisition of real estate needed for any of the foregoing purposes;
- b) the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities;
- c) the construction, reconstruction, and repair of sidewalks and the acquisition of real estate needed for such purposes;

d) the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage in a sanitary manner and for the collection and disposal of surface waters and streams;

e) the equipping of fire, police, sanitation, and street departments;

f) the acquisition, construction, reconstruction, improvement, repair, and equipping of water mains and extensions, and real and personal property, useful for providing potable water

including street, storm sewer, sanitary sewer, water main improvements at North 4th; acquisition and equipping of tanker truck for fire department; acquisition and equipping of street sweeper for street department; acquisition and equipping of police vehicles; equipping fire department with EMS quick responder equipment, equipping sanitation department with garbage and recycling bins; East Adams – 9th to 15th paving improvements; South and North Avenue E paving improvements, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 2. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$4,830,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,565,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$4,565,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2020A, AND LEVYING A TAX FOR THE
PAYMENT THEREOF

WHEREAS, the City of Washington, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

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

- a) the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; and the acquisition of real estate needed for any of the foregoing purposes;
- b) the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities;
- c) the construction, reconstruction, and repair of sidewalks and the acquisition of real estate needed for such purposes;
- d) the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage in a sanitary manner and for the collection and disposal of surface waters and streams;
- e) the equipping of fire, police, sanitation, and street departments;
- f) the acquisition, construction, reconstruction, improvement, repair, and equipping of water mains and extensions, and real and personal property, useful for providing potable water

including street, storm sewer, sanitary sewer, water main improvements at North 4th; acquisition and equipping of tanker truck for fire department; acquisition and equipping of street sweeper for street department; acquisition and equipping of police vehicles; equipping fire department with EMS quick responder equipment, equipping sanitation department with garbage and recycling bins; East Adams – 9th to 15th paving improvements; South and North Avenue E paving improvements (the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2020A, in the amount of \$4,565,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2020A, in the amount of \$4,565,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.25 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Washington, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$242,652	2020/2021
\$239,071	2021/2022
\$236,407	2022/2023
\$238,728	2023/2024
\$375,934	2024/2025
\$380,132	2025/2026
\$378,918	2026/2027
\$377,394	2027/2028
\$375,579	2028/2029
\$378,439	2029/2030
\$375,844	2030/2031
\$377,906	2031/2032
\$379,586	2032/2033
\$375,876	2033/2034
\$376,900	2034/2035
\$377,520	2035/2036
\$287,728	2036/2037

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Washington, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WASHINGTON)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

(SEAL)

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$4,565,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$4,565,000 (DOLLAR AMOUNT SUBJECT TO
CHANGE) GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2020A, AND APPROVING ELECTRONIC
BIDDING PROCEDURES AND OFFICIAL STATEMENT

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

a) the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; and the acquisition of real estate needed for any of the foregoing purposes;

b) the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities;

c) the construction, reconstruction, and repair of sidewalks and the acquisition of real estate needed for such purposes;

d) the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage in a sanitary manner and for the collection and disposal of surface waters and streams;

e) the equipping of fire, police, sanitation, and street departments;

f) the acquisition, construction, reconstruction, improvement, repair, and equipping of water mains and extensions, and real and personal property, useful for providing potable water

including street, storm sewer, sanitary sewer, water main improvements at North 4th; acquisition and equipping of tanker truck for fire department; acquisition and equipping of street sweeper for street department; acquisition and equipping of police vehicles; equipping fire department with EMS quick responder equipment, equipping sanitation department with garbage and recycling

bins; East Adams – 9th to 15th paving improvements; South and North Avenue E paving improvements, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$4,830,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Terms of Offering and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Capital Loan Notes, Series 2020A, of City of Washington, State of Iowa, in the amount of \$4,565,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated March 31, 2020, be offered for sale.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Washington, State of Iowa, hereafter described, must be received at the office of the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: 319-653-6584 (the "Issuer") before 10:00 o'clock A.M., on the 3rd day of March, 2020. The bids will then be

publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

Section 5. The Notes: The Notes to be offered are the following:

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES
2020A, in the amount of \$4,565,000 *, to be dated March 31, 2020
(the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Section 6. Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa .
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa, or at the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa (facsimile number: 319-653-5273) or the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa (facsimile number: 515-243-6994). Electronic facsimile bids will be treated as sealed bids.

Section 7. Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Section 8. Sale and Award: The sale and award of the Notes will be held at the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa at a meeting of the City Council on the above date at 6:00 o'clock P.M.

Section 9. Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by this reference. The Official Statement may be obtained by request addressed to the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: 319-653-6584 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-727-5724.

Section 10. Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Section 11. Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Section 12. Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$550,000 General Obligation Capital Loan Notes, for the general corporate purposes, in order to provide funds to pay the costs of any other purpose which is necessary for the operation of the city or the health and welfare of its citizens including acquisition of land and related costs for future residential development, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$550,000 General Obligation Capital Loan Notes, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$525,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020B, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION AUTHORIZING THE ISSUANCE OF \$525,000
TAXABLE GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2020B, AND LEVYING A TAX FOR THE
PAYMENT THEREOF

WHEREAS, the City of Washington, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of any other purpose which is necessary for the operation of the city or the health and welfare of its citizens including acquisition of land and related costs for future residential development (the "Project"), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, Series 2020B, in the amount of \$525,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Section 1. Authorization of the Issuance. Taxable General Obligation Capital Loan Notes, Series 2020B, in the amount of \$525,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.26 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Washington, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$142,531	2020/2021
\$141,440	2021/2022
\$142,736	2022/2023
\$138,874	2023/2024

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Washington, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$525,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$525,000 (DOLLAR AMOUNT SUBJECT TO
CHANGE) TAXABLE GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2020B, AND APPROVING
ELECTRONIC BIDDING PROCEDURES AND OFFICIAL
STATEMENT

WHEREAS, the City is in need of funds to pay costs of any other purpose which is necessary for the operation of the city or the health and welfare of its citizens including acquisition of land and related costs for future residential development, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed \$550,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Terms of Offering and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Taxable General Obligation Capital Loan Notes, Series 2020B, of City of Washington, State of Iowa, in the amount of \$525,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated March 31, 2020, be offered for sale.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Washington, State of Iowa, hereafter described, must be received at the office of the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: 319-653-6584 (the "Issuer") before 10:00 o'clock A.M., on the 3rd day of March, 2020. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

Section 5. The Notes: The Notes to be offered are the following:

TAXABLE GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2020B, in the amount of \$525,000*, to be dated
March 31, 2020 (the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Section 6. Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa .
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa or the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at Washington City Hall, 215 E. Washington Street, Washington, Iowa (facsimile number: 319-653-5273) or the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa (facsimile number: 515-243-6994). Electronic facsimile bids will be treated as sealed bids.

Section 7. Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Section 8. Sale and Award: The sale and award of the Notes will be held at the Nicola-Stoufer Room, Washington Public Library, 115 W. Washington Street, Washington, Iowa at a meeting of the City Council on the above date at 6:00 o'clock P.M.

Section 9. Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by this reference. The Official Statement may be obtained by request addressed to the City Clerk, Washington City Hall, 215 E. Washington Street, Washington, Iowa; Telephone: 319-653-6584 or the Issuer's Financial Advisor, PFM Financial Advisors LLC, 801 Grand Avenue Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-727-5724.

Section 10. Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Section 11. Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Section 12. Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

PASSED AND APPROVED this 18th day of February, 2020.

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 18, 2020

New Issues

Rating: S&P Global Ratings 'A'

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2020A Notes is excludable from gross income for federal income tax purposes. Interest on the Series 2020A Notes is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Series 2020A Notes is NOT exempt from present State of Iowa income taxes. The Series 2020A Notes will be designated as "qualified tax-exempt obligations". Interest on the Series 2020B Notes paid to the owners thereof is includible in gross income for purposes of present federal and State of Iowa income taxation. See "TAX MATTERS" section herein for a more detailed discussion.

CITY OF WASHINGTON, IOWA

\$4,565,000* General Obligation Capital Loan Notes, Series 2020A
\$525,000* Taxable General Obligation Capital Loan Notes, Series 2020B

BIDS RECEIVED: Tuesday, March 3, 2020, 10:00 A.M., Central Time

AWARD: Tuesday, March 3, 2020, 6:00 P.M., Central Time

Dated: Date of Delivery (March 31, 2020)

Principal Due: June 1, as shown inside front cover

The \$4,565,000* General Obligation Capital Loan Notes, Series 2020A (the "Series 2020A Notes") and \$525,000* Taxable General Obligation Capital Loan Notes, Series 2020B (the "Series 2020B Notes"), (collectively, the "Notes") are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and resolutions (the "Resolutions") to be adopted by the City Council of the City of Washington, Iowa (the "City"). The Series 2020A Notes are being issued to pay costs of carrying out essential corporate purpose projects as further discussed herein. See "AUTHORITY AND PURPOSE" section herein for more detail regarding the Series 2020A Notes project descriptions. The Series 2020B Notes are being issued to pay costs of carrying out general corporate purpose projects as further described herein. The purchaser(s) of the Notes agrees to enter into loan agreements (the "Loan Agreements") with the City pursuant to the authority contained in Section 384.24A of the Code of Iowa. The Notes are issued in evidence of the City's obligations under the Loan Agreements. The Notes are general obligations of the City for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without constitutional or statutory limitation as to rate or amount.

The Notes will be issued as fully registered notes without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Notes. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. The purchaser(s) will not receive certificates representing their interest in the Notes purchased. Principal of the Notes, payable annually on each June 1 beginning June 1, 2021, and interest on the Notes, payable initially on December 1, 2020, and thereafter on each June 1 and December 1, will be paid to DTC by the City's Registrar, UMB Bank, N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Notes as described herein. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) next preceding such payment date (the "Record Date").

THE NOTES WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

	<u>Series 2020A Notes</u>	<u>Series 2020B Notes</u>
MINIMUM BID:	\$4,519,350	\$519,750
GOOD FAITH DEPOSIT:	1% of Par Required of Purchaser Only	1% of Par Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" for more information.	Federal: Taxable State: Taxable See "TAX MATTERS" for more information.

The Notes are offered, subject to prior sale, withdrawal or modification, when, as and if issued subject to the legal opinions of Ahlers & Cooney, P.C., Bond Counsel, of Des Moines, Iowa, to be furnished upon delivery of the Notes. It is expected the Notes will be available for delivery on or about March 31, 2020. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

*Preliminary; subject to change.

CITY OF WASHINGTON, IOWA

\$4,565,000* General Obligation Capital Loan Notes, Series 2020A

MATURITY: The Series 2020A Notes will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$110,000	2030	\$310,000
2022	130,000	2031	315,000
2023	130,000	2032	325,000
2024	135,000	2033	335,000
2025	275,000	2034	340,000
2026	285,000	2035	350,000
2027	290,000	2036	360,000
2028	295,000	2037	280,000
2029	300,000		

***PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Series 2020A Notes, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,830,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2020A Notes is adjusted as described above. Any change in the principal amount of any maturity of the Series 2020A Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder

INTEREST: Interest on the Series 2020A Notes will be payable on December 1, 2020 and semiannually thereafter.

REDEMPTION: The Series 2020A Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2020A Notes to be redeemed at the address shown on the registration books.

CITY OF WASHINGTON, IOWA

\$525,000* Taxable General Obligation Capital Loan Notes, Series 2020B

MATURITY: The Series 2020B Notes will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$125,000	2023	\$135,000
2022	130,000	2024	135,000

***PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Series 2020B Notes, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$550,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Series 2020B Notes is adjusted as described above. Any change in the principal amount of any maturity of the Series 2020B Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder

INTEREST: Interest on the Series 2020B Notes will be payable on December 1, 2020 and semiannually thereafter.

REDEMPTION: The Series 2020B Notes will not be subject to redemption prior to the stated maturity.

**2020
Chamber Board**

Michelle Redlinger
Executive Director

Matt Brown
President
CBI Bank

Phil Minino
Vice President
Bazooka Farmstar

Erin Drahota
Treasurer
United Presbyterian
Home

Alisha Davis
Secretary
Washington Chamber of
Commerce

Jaron Rosien
JP's 207
Mayor

Erik Buchholz
Washington High School

Patty Elliott
Elliott Realty Group

Diane Gallagher
Gallagher Farms

Makyla Maize
Washington County
Hospital

Tim Shane
Walmart

David Collins
WEDG
Ex-Officio

Sarah Grunewaldt
Main Street
Ex-Officio



205 West Main Street • Washington, IA 52353 • www.chamber.washingtoniowa.org

February 3, 2020

Washington City Council,

Thank you for your support of the Chamber's LED Lighting Decoration expansion. We have enjoyed improving the holiday decorations in Washington's downtown and have received many compliments on the brighter bulbs and improved areas.

Below is a summary of the costs incurred in the project in 2019. We had some maintenance on the lights and were able to expand the holiday lighting onto 5 more buildings.

The Washington Chamber of Commerce is grateful for your assistance and we hope you saved quite a lot in utility costs in this first holiday year. We are thankful for the generous support of the city and could not do it without your financial contribution, your staff time and taking care of the utilities.

We would like to continue this great project and expand the lights even more in 2020. Unfortunately, we ran into unseasonably cold weather and had more snow on Halloween than Christmas! With your permission, we would like to continue this project this year and are asking to recommit the one-third contribution, up to a \$4,000 max (with the current expenses included in this max contribution).

Sincerely,
Michelle Redlinger & the Washington Board of Directors

2019 Expansion

Sitler's LED lights (wire, sockets and LEDs)	\$6,659.90
Washington Lumber (concrete screws)	\$17.64
Labor (Ed Conway)	\$1,110
Lift Rental \$125 per day	\$0 provided in-kind from Greiner Buildings
Total	\$7,787.54/3 = \$2,595.85

City of Washington Maximum Contribution = \$4,000

One-third of expenses in 2019 = \$2,595.85

Remaining funds towards expansion in 2020 = \$1,404.15

City of Washington

Elm Grove & Woodlawn Cemetery

Elm Grove & Woodlawn Cemetery would like to request City Council's consideration for purchase of a new zero turn lawn mower for use in Elm Grove & Woodlawn Cemetery. This purchase was budgeted for in account # 001-6-4050-6723, and is under the budgeted amount of \$7,828.95. We have sent out for bids for a new zero turn lawn mower (Hustler X-One or John Deere Z920M), with 60" side discharge deck, Kawasaki 27 HP gasoline air cooled engine, suspension seat, flex fork front suspension, foam filled flat free front tires, and minimum 6 gallon fuel tank. We will be trading in a 2013 Kubota ZD-221. This Kubota has 2072 hours on the machine and 7 mowing seasons at the cemetery.

We sent bids to closest 8 Hustler dealers (with 6 dealers in Iowa and 2 in Illinois), and the local John Deere dealer (Sinclair Tractor). We received 4 bids back.

The lowest bid received meeting all specifications was Hank's Power & Equipment of Aledo, Illinois. Hank's was **\$1,143.50 less** than the next lowest bid. The other bids received were from Sinclair Tractor (Washington), Lengacher's Small Engine, LLC (Keosauqua), and Muscatine Lawn and Power (Muscatine). We also sent bid requests to The Shack of All Trades, LLC. (Ainsworth), Mowers Plus (Wellman), Fat Guys Motorsports (Lisbon), The Cutting Edge (Oquawka, IL) and Fast City (Oxford).

Hank's Power & Equipment:	\$9,106.50 - \$4,500.00 (trade in value) = \$4,606.50
Sinclair Tractor:	\$8,750.00 - \$3,000.00 (trade in value) = \$5,750.00
Lengacher's Small Engine:	\$9,440.00 - \$3,500.00 (trade in value) = \$5,940.00
Muscatine Lawn & Power:	\$8,831.94 - \$2,800.00 (trade in value) = \$6,403.94

If you have any questions, please feel free to contact me. I will be happy to answer any questions that you may have. Thank you for your consideration.

Sincerely,

Nicholas Duvall

Cemetery Sexton

Elm Grove & Woodlawn Cemetery

319-653-3927 Office

319-461-1490 Cell

nduvall@washingtونيowa.gov

RESOLUTION NO. _____

**A RESOLUTION ENDORSING WASHINGTON FREE PUBLIC LIBRARY
APPLICATION FOR WCRF GRANT**

WHEREAS, The City Council recognizes and supports the Washington Free Public Library programs and efforts to promote lifelong learning: and

WHEREAS, the Washington Free Public Library wishes to replace very old and not conducive to a study environment furniture by doing a “Young Adult Room Remodel” with new furniture and paint to enhance the function of the room to both studying and quiet socializing and reading,

WHEREAS, the Council supports the goal of this Young Adult Room Remodel, and

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

Section 1. The City Council endorses the submission of an application for grant funds from the Washington County Riverboat Foundation in the amount of \$10,000 for the Young Adult Room Remodel Project.

PASSED AND APPROVED this 18th day of February, 2020.

Jaron P. Rosien, Mayor

Attest:

Illa Earnest, City Clerk



Washington Free Public Library
Bryna Walker, Library Director
admin@washington.lib.ia.us
www.washington.lib.ia.us

115 W. Washington St.
Washington, IA 52353
319.653.2726 Phone
319.653.3095 Fax

2-13-20

RE: Request for Resolution to Apply for the Spring Washington County Riverboat Grant

Amount of Grant Request: \$10,000 Grant Request with \$4,000 matching funds from our library gift fund.

The Washington Free Public Library is requesting a resolution to apply for the spring Washington County Riverboat Grant for a "Young Adult Room Remodel".

The teen area (young adult) has furniture that is very old and not conducive to a study environment. We have gotten estimates on study tables and a nice teen modular lounge that students can relax on at the end of a school day. We also would be having the room professionally painted. Our Library Teen Advisory Board will be included in giving their input on this project as well. We would like to use the grant money to enhance the function of the room to both studying and quiet socializing and reading. This aligns with the Riverboat Foundation's Special Interest Area of Human and Social Needs in which a goal is the retention of young adults in our communities.

Thank you!

Bryna Walker

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 155.01, 155.03, 155.04 AND 155.05 OF THE
MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, REGARDING
ADOPTION OF THE INTERNATIONAL BUILDING, MECHANICAL AND FIRE
CODES, AND THE UNIFORM PLUMBING CODE, 2018 EDITIONS.

BE IT ORDAINED by the City Council of the City of Washington, Iowa;

SECTION 1. Section 155.01 is hereby amended by deleting the words “and appendices”.

SECTION 2. Sections 155.01, 155.03, 155.04 and 155.05 are hereby amended by deleting the words “2015 Edition” and substituting the words “2018 Edition”.

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

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

Passed and approved this ____ day of _____, 2020.

Jaron P. Rosien, Mayor

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Illa Earnest, City Clerk

KEY CHANGES IN CODE FROM 2015 TO 2018

2018 INTERNATIONAL BUILDING CODE

- Many changes to definitions have changed to make things easier to understand.
- Classification of greenhouses have changed to be more regulated. This will be more common as the political climate is legalizing marijuana. There is now a difference on how greenhouses are regulated according to size of the operation. Example: high school greenhouse-small. Corporate greenhouses-large.
- Clarifies the requirements of a properties use and occupancy.
- Clarifies fire and smoke protection system requirements.
- Means of egress in a business and residential occupancy have been revised for easier code review and provide the same amount of safety.
- Most of the other changes involve buildings that will not be built in Washington.

2018 INTERNATIONAL FIRE CODE

- Miscellaneous general requirement changes.
- Additions to emergency planning and preparedness. (natural disasters)
- Modifications to interior and decorative materials that determine fire safety.
- Changes and modifications in the means of egress to give design professionals more options and flexibility.
- A new chapter dealing with alternative energy sources. Example: Rapid shut down requirements on solar photovoltaic systems to protect emergency responders.

2018 INTERNATIONAL MECHANICAL CODE

- Definition changes.
- Service electrical outlet definition and requirements have changed for the better.
- Type I (grease) and Type II (water vapor) exhaust hoods for appliances have been refigured.
- New regulations regarding flexible air ducts.
- Language regarding radiant floor heating systems have changed.

2018 UNIFORM PLUMBING CODE

- Require manufacturing markings on materials and appliances to identify where the products were manufactured.
- Alternative methods to do work not listed in the code need approval from the Authority Having Jurisdiction. (AHJ)
- Exhaust requirements for appliances have changed because of high efficiency appliances.
- Different methods to size plumbing systems have changed due to low flow plumbing fixtures.
- Gas regulators to appliances have changed to provide over pressure protection.
- Revised regulations on gas line piping underground on private property.
- Grounding and bonding of CSST (flexible gas line) have changed.

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



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

Memorandum

February 14, 2020

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

From: Brent Hinson
City Administrator

Re: Police Community Advisory Committee

The departmental policies recently adopted included the idea of appointing a "Community Advisory Committee" to help with community relations, the proper implementation of policies and goals, and to provide general guidance on issues of importance to the community. It is envisioned that this group will meet 3-4 times per year.

RESOLUTION NO. _____

**A RESOLUTION CREATING A POLICE COMMUNITY ADVISORY
COMMITTEE AND CONFIRMING APPOINTMENTS**

WHEREAS, the Washington Police Department has recently updated its policies with the assistance of Lexipol and with the approval of the City Council; and

WHEREAS, it is considered a “best practice” to establish an advisory committee of community members to: 1) Provide a public forum for public safety concerns in the community, 2) Work with the Department to develop strategies to address these concerns; 3) Generate plans for maintaining a strong relationship between the Department and the community, and 4) Participate in community outreach; and

WHEREAS, the Police Chief, in consultation with the Mayor and City Administrator, has developed a recommended slate of members for said committee.

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

Section 1. The City Council approves the creation of a Police Community Advisory Committee for the purposes described above and for other such initiatives as the Police Chief may determine in the future.

Section 2. The City Council accepts the Mayor’s appointments of Erik Buchholz (School), Erin Kaye (Ministerial Association), Elaine Moore (City Council), Jacqueline Arreola (Latinos for Washington), Michelle Redlinger (Chamber), Anna Venenga (Youth/Library), Dave Hoffman (Persons with Disabilities), and Tera Pickens (Citizen) to the committee.

Section 3. Said appointments shall be immediately effective, and expire June 30, 2022 unless reappointed.

PASSED AND APPROVED this 18th day of February, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

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



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

Memorandum

February 14, 2020

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

From: Brent Hinson
City Administrator

Re: Gift Agreements for Whitesell Property

Attached are two gift agreements for the Whitesell property. The first is for the factory and the parking lot area, and the second is for a separate parcel that Garden & Associates has defined by survey to be used for residential development. We do not have signed versions from Whitesell yet, but are expecting these on Monday. We will forward these out when they become available.

RESOLUTION NO. _____

RESOLUTION ACCEPTING DONATION OF REAL PROPERTY FROM NLW HOLDINGS.

WHEREAS, NLW Holdings has generously agreed to donate its facility at 915 East Tyler Street as well as an accompanying parcel of land to the City of Washington for final disposition; and

WHEREAS, City staff has recommended that the City Council accept said donations of real property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington, Washington County, Iowa, that the City hereby accepts the donation of the aforementioned Parcels per the attached Gift Agreements without further documentation from this Council.

Passed and approved this 18th day of February, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

**City of Washington
Proposed Whitesell Land Split
Revised 11/26/19**



GIFT OF ASSETS AGREEMENT

of

Building, Land, and Remaining Equipment

At 915 Tyler Street, Washington Iowa

This GIFT OF ASSETS AGREEMENT (the "Agreement") is delivered and is to be effective as of the _____ day of _____, 2019 (the "Effective Date") by and between NLW Holdings, LLC (hereafter as "NLW Holdings"), a Delaware Corporation with office at 2215 Goodlette Ave, Naples Florida 34102 who makes the gift, and THE CITY OF WASHINGTON, an Iowa municipal corporation, "Recipient" for the gift, the entity that will be accepting the gift.

Background

The Recipient is a public corporation(s) in the State of Iowa located in Washington County, Iowa.

The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and US Government Treasury Regulations governing charitable contributions under the Code, as interpreted and applied by the Internal Revenue Service.

NLW Holdings is the owner of assets located in Washington, Iowa that it desires to gift to the Recipient, which include: a building located at 915 E. Tyler Street, consisting of approximately 230,000 sq. ft. (the "Building"); the real property on which the Building and the surrounding parking areas are situated, consisting of approximately 18 acres (the "Land"); and improvements, inventory, supplies, tools, desks, furniture and miscellaneous assets remaining and not identified as excluded (the "Other Assets"). The Building, Land and Other Assets are collectively referred to as the "Gifted Assets" and are set forth in Exhibit 1 attached hereto and made a part of this agreement.

NLW Holdings now desires to make a gift and charitable contribution of the Gifted Assets to the Recipient. The parties desire to set forth the terms and conditions of such gift in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound by the terms of this Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

Section 1. Gift, Contribution, and Donation. NLW Holdings hereby agrees to donate, convey, and transfer to the Recipient on or before April 30, 2020 (the "Contribution Date"), at the Closing (as defined herein), the Gifted Assets. Correspondingly, the Recipient agrees to receive and accept from NLW Holdings all of its right, title, and interest in and to the Gifted Assets, subject to the terms and conditions

of this Agreement. Completion of the gift, however, shall be subject to the satisfaction of the following conditions and under the following conditions:

1.1 Acceptance and Assumption. Acceptance of the NLW Holdings Agreement by the Recipient shall include the assumption of all obligations and duties inherent in or accruing to the Gifted Assets.

1.2 Communication of Acceptance. The Recipient shall have taken such action as is deemed proper or appropriate to accept the gift and assume the obligations described herein and shall have communicated such acceptance to NLW Holdings in writing on or before the Contribution Date.

1.3 Gifted Assets. NLW Holdings shall convey to the Recipient the personal property portion of the Gifted Assets through the execution of the Bill of Sale(s) in the form of Exhibit 2, which is attached hereto and incorporated herein by reference ("Bill of Sale").

1.4 Warranty Deed. NLW Holdings shall convey to the Recipient the real property portion of the Gifted Assets to the City through the execution of the Warranty Deed in the form of Exhibit 3, which is attached hereto and incorporated herein by reference ("Warranty Deed").

1.5 Post-Gift Access to the Gifted Assets. NLW Holdings may need access to the Gifted Assets for subsequent evaluation of the donation. The City will accommodate this access and make every effort to assist with information regarding the gift and the Gifted Assets, as needed following the Contribution Date by NLW Holdings, its agents, or its qualified appraiser(s). NLW Holdings will work with the City regarding any information or scheduled visits in the future.

Section 2. Covenants and Representations and Warranties of NLW Holdings.

2.1 Accounts Payable. On or before the Contribution Date, NLW Holdings shall have paid (or made arrangements to pay) all known trade accounts payable due or accrued as of the Contribution Date for the Gifted Assets. Any trade accounts payable that become known after the Contribution Date, but which relate to a period prior to or on the Contribution Date will be paid by NLW Holdings within thirty (30) days of presentation to NLW Holdings by the Recipient, except for those recurring obligations of property tax or property tax assessments set forth on Exhibit 4 that are being specifically assumed by the Recipient. For example, all utilities, fees, expenses, accounts payable for items received at the Gifted Assets prior to the Contribution Date will be paid by NLW Holdings and will not be an expense of the Recipient.

2.2 Free and Clear. On the Contribution Date, the NLW Holdings shall transfer the Gifted Assets free and clear of any debt, lien, or encumbrance and the Gifted Assets shall be free and clear of any debt, lien, mortgage, or encumbrance except for the

recurring obligations of property tax or property tax assessments set forth on Schedule 4 that are being specifically assumed by the Recipient.

2.3 Further Acts. NLW Holdings will execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement and to carry out the intent of the parties hereto, including without limitation complying with all laws and regulations governing charitable contributions made under Section 170 of the Code.

2.4 No Existing Buyer. NLW Holdings has had no communication with a third-party who is currently interested in purchasing all or part of the Gifted Assets.

2.5 Hazardous Materials. NLW Holdings hereby intends to make a good faith effort to remove all hazardous materials from the Gifted Assets prior to conveying the Gifted Assets to the Recipient. For purposes of this subparagraph 2.5, "Hazardous Materials" shall mean any substances, materials or wastes, defined as a "hazardous substance", "hazardous material", "toxic substance", "toxic pollutant", or "hazardous waste" under any applicable federal, state or local laws or regulated by an applicable federal, state or local authority at levels in excess of those (if any) specified by any such applicable governmental authority.

NLW Holdings covenants that it is not aware of any Hazardous Materials which may cause a health hazard or danger to the Gifted Assets. However, NLW Holdings has not done any testing to conclude this result but relies on its 10 plus years of operating the facility and has no current knowledge of any waste, spills, leakages, or residues of Hazardous Materials in the facility other than as noted in Exhibit 5 Environmental Concerns.

Prior to Contribution Date, the City is permitted, at its own expense, to make any Environmental Phase I, II, or III analysis of the Gifted Assets or such other assessment, review, inspection or testing to assure itself regarding any Hazardous Materials on the Gifted Assets. This provision shall survive the termination of this Agreement.

Section 3. Covenants, Representations, Warranties, and Acknowledgments of the Recipient.

3.1 Existence. The Recipient warrants and represents to NLW Holdings that it is a duly organized and validly existing municipal corporation under the laws of the State of Iowa and a political subdivision of the State of Iowa and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder. The Recipient further represents and warrants that it is an entity as described in Section 170(c)(1) of the Code.

3.2 Obligations Arising out of the Gift. The Recipient acknowledges and agrees that should the gift be completed, NLW Holdings shall have no continuing liability or duty with respect to the Gifted Assets, other than its obligations outlined in subparagraph 2.5, and the Recipient shall indemnify and hold NLW Holdings harmless thereafter as provided by Section 7 of this Agreement. Specifically, the Recipient agrees that the property taxes and property tax assessments are a continuing obligation and the Recipient agrees to pay these property tax payments from the Contribution Date forward. The Recipient shall also pay all real estate taxes due from the Contribution Date, if any are unpaid at that date, on the Gifted Assets (as described in Exhibit 1) even though a portion of this tax liability may relate to a period that predates the Contribution Date.

3.3 Due Diligence. The Recipient acknowledges that (i) it has inspected the Gifted Assets to its full and complete satisfaction with the full cooperation of NLW Holdings, (ii) such inspection was undertaken by one or more persons of the Recipient's own choosing, and (iii) it had reasonable and full access to the Gifted Assets for the purpose of its inspection. The Recipient acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the condition of those Gifted Assets. The Recipient acknowledges the present state of the Gifted Assets and agrees to accept the gift from NLW Holdings, notwithstanding any known or unknown deficiencies or defects of or with respect to the Gifted Assets, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Gifted Assets to the Recipient based on the state or condition of these Gifted Assets. . In order to perform its due diligence, NLW Holdings shall allow the Recipient, its employees and agents, access to the Gifted Assets in order to perform testing and/or surveying upon 24 hours' notice to NLW Holdings.

3.4 Condition of the Gifted Assets. The Recipient acknowledges and agrees that the Gifted Assets (as more particularly described in Exhibit 1), including the real estate (and buildings, fixtures, inventory, tools, lighting, supplies, furniture, desks and improvements thereon) and certain tangible personal property which may remain after the departure of the current tenant (Whitesell Corporation), are being conveyed (through the gift) on an "AS IS" "WHERE IS" basis in their present state and condition and NLW Holdings disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning such Gifted Assets. NLW Holdings shall provide to the Recipient, if available, a copy of the most recent title search completed with respect to the real estate as well as a copy of Whitesell's most recent survey of such real estate (if any). At the Recipient's election and, at its sole expense, the Recipient may obtain an updated title commitment for an Owner's Policy of Title Insurance insuring title to such real property to be issued by a title company that is acceptable to the Recipient. At the Recipient's election and at the Recipient's sole expense, the Recipient may obtain an updated survey of or surveyor's certificate for such real estate.

3.5 Charitable Contribution-No Restrictions. The City hereby acknowledges and agrees that the gift of NLW Holdings constitutes a charitable contribution within the

meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). Also, with respect to the NLW Holdings, the City acknowledges that the City has not provided to NLW Holdings any goods as consideration, in whole or in part, for the NLW Holdings. Further, the City agrees to execute and deliver or cause to be executed and deliver any and all documents or certifications that NLW Holdings may reasonably require to evidence that the NLW Holdings constitutes a charitable contribution within the meaning of Section 170(c)(1) of the Code. In accordance with Section 170(c)(1), the City hereby represents and warrants that the gift of the NLW Holdings will be used exclusively for public purposes as so determined by the City and that NLW Holdings has placed no use restrictions on any of the Gifted Assets that must be adhered to by the City. These City purposes may include, but are not limited to: a city storage facility, sale of some or all of the Gifted Assets, use by or for the city, city sponsored or directed sports fields, commercial leasing, sale, rental of any or all Gifted Assets, or sale to a developer with proceeds to the City. The City shall provide, subsequent to the Date of the Gift, a copy of the City's financial statement in which the City recorded the fair market value of the gift as recorded on its books and records by the City's certified public accountants.

3.6 Financial Acknowledgement. The Recipient acknowledges that neither NLW Holdings nor any other person has made any statements, representations, or warranties about the past, present, or future financial condition of the Gifted Assets.

Section 4. NLW Holdings' Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered at the Closing (or at other times) by NLW Holdings:

- (i) a duly executed Bill of Sale(s) for the personal property portion of the Gifted Assets; and
- (ii) a duly executed Warranty Deed for the real estate portion of the Gifted Assets; and
- (iii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 5. The Recipient's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered to the Recipient prior to Closing (or at other times) and that the Recipient will provide executed copies of the following at the Closing:

- (i) one copy of the Recipient Acknowledgment (Part IV) of Section B of IRS Form 8283, executed for the Recipient by an official authorized to sign tax returns for the Recipient or by a person specifically authorized to sign Form 8283; and,
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 6. Closing. The closing of this gift will occur at a closing (“Closing”) on or before April 30, 2020, at a time mutually agreed to by the parties. At the Closing, all of the required documents will be tendered between the parties.

Section 7. The Recipient hereby agrees to indemnify, defend, and hold NLW Holdings harmless from and against the amount of any actual (or potential in the case of any litigation or claims by any person not a party to this Agreement) damage, loss, cost, or expense (including reasonable attorneys' fees and settlement costs) (hereinafter “Loss”) occasioned or caused by, resulting from, or arising out of:

- (i) Any failure by the Recipient to perform, abide by, or fulfill any of the agreements, covenants, or obligations set forth in or entered into, in connection with this Agreement to be so performed or fulfilled by the Recipient.
- (ii) Any material inaccuracy in or breach of any of the representations or warranties set forth in this Agreement.
- (iv) Any claim, known or unknown, arising out of or by virtue of or based upon any liability or obligation related to the Gifted Assets.

NLW Holdings shall notify the Recipient of an event requiring indemnity as provided in Section 8.

Section 8. Notice of Claim. NLW Holdings shall give prompt written notice to the Recipient of any claim (actual or threatened) or other event that in the judgment of NLW Holdings may result or has resulted in a Loss, and the Recipient shall assume the defense of such claim or any litigation resulting therefrom with counsel who are reasonably satisfactory to NLW Holdings. NLW Holdings may also participate in such defense at its expense. The omission by NLW Holdings to give notice as provided herein shall not relieve the Recipient of its obligations hereunder except to the extent that the omission results in a failure of actual notice to the Recipient and the Recipient is damaged solely as a result of the failure to give notice. The Recipient, in the defense of any such claim or litigation, shall not consent to the entry of any judgment or decree or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to NLW Holdings of a release from all liability in respect to such claim or litigation.

Section 9. Miscellaneous.

9.1. This Agreement. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

9.2. Non-Waiver. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

9.3. Waivers. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

9.4. Amendments. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

9.5. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

9.6. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

9.7. Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

9.8. Rules of Construction. In this Agreement, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender. The names of the parties, the date and the preamble first above written are part of this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit or describe the scope or intent of the provisions of this Agreement.

9.9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth next to such parties' signature hereto and with such copies delivered, transmitted or mailed to such persons as are specified therein. Any party may change its address for notices in the manner set forth above.

9.10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

9.11. Law. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the Effective Date per the prior agreement and understanding of the parties.

NLW HOLDINGS, LLC

By: _____

R.R. Wiese, Manager

RECIPIENT OF WASHINGTON, IOWA

By: _____

Jaron Rosien, Mayor

ATTEST:

By: _____

Illa Earnest, City Clerk

EXHIBIT 1

Gifted Assets

The Gifted Assets shall consist of:

1. Theto Building located at 915 Tyler Street, Washington Iowa consisting of approximately 230,000 sq. ft. and as further identified in the attached Schematic;
2. The Land located at 915 Tyler Street, Washington Iowa which is the real property on which the Building and the surrounding parking areas are situated, consisting of approximately 18 acres, and as further identified in the attached legal description.
3. The Other Assets, which shall consist of all remaining equipment, lights, fixtures, tools, supplies, inventory, raw materials, office furniture, desks, tables, office and plant supplies, materials, lighting fixtures, boilers, fans, and miscellaneous other items which may remain in the Building following move out by the current tenant Whitesell Corporation.

LOT GIFT AGREEMENT

This GIFT AGREEMENT (the "Agreement") is delivered and is to be effective as of the _____ day of _____, 2020 (the "Effective Date") by and between NLW Holdings LLC (hereafter as "NLW Holdings"), who will be making the gift, and THE CITY OF WASHINGTON, an Iowa municipal corporation ("City"), the entity that will be accepting the gift.

Background

The City is a municipal corporation in the State of Iowa located in Washington County, Iowa.

The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Code (as defined herein), and US Government Treasury Regulations governing charitable contributions under the Code, as interpreted and applied by the Internal Revenue Service.

All of the lots, land, and improvements are held 100% by NLW Holdings LLC, a Delaware corporation which solely owns the improved lots and land inside the City of Washington, Iowa. NLW Holdings now desires to make a gift and charitable contribution to the City of the land, lots, and improvements, (approximately 9 acres) as set forth in exhibit I attached here to and is a part of this agreement including land, lots and improvements as defined in the survey. " The parties desire to set forth the terms and conditions of such gift in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound by the terms of this Agreement, and for the purposes herein set forth, do hereby declare and agree as follows:

Section 1. Gift, Contribution, and Donation. NLW Holdings hereby agrees to donate, convey, and transfer to the City on or before April 30, 2020 (the "Contribution Date"), at the Closing (as defined herein), the NLW Holdings Land. Correspondingly, the City agrees to receive and accept from NLW Holdings all of his right, title, and interest in and to the NLW Holdings Land, subject to the terms and conditions of this Agreement. Completion of the gift, however, shall be subject to the satisfaction of the following conditions:

1.1 Acceptance and Assumption. Acceptance of the NLW Holdings Land by the City including the agreement to assume all obligations and duties inherent in or accruing to the business of the Corporation.

1.2 Communication of Acceptance. The City shall have taken such action as is deemed proper or appropriate to accept the gift and assume the obligations described herein and shall have communicated such acceptance to NLW Holdings in writing on or before the Contribution Date.

1.3 Warranty Deed NLW Holdings shall convey the NLW Holdings Land to the City through the execution of the Warranty Deed in the form of Exhibit 1.3, which is attached hereto and incorporated herein by reference (“Warranty Deed”).

1.4 Post-Gift Access to the NLW Holdings Land and Assets After the Closing, NLW Holdings may need access to the Gift for subsequent evaluation of the donation. The City will accommodate this and will make every effort to assist with information and the City agrees to allow, if necessary at any point in the future, NLW Holdings, its agents, or his qualified appraiser(s) access to the NLW Holdings Land owned by the Corporation on the Contribution Date (hereinafter “Assets”) after the Closing for purposes of preparing any appraisal(s) required by the Code. NLW Holdings will work and schedule this with the City only if necessary in the future.

Section 2. Covenants and Representations and Warranties of NLW Holdings.

2.1 Accounts Payable. On or before the Contribution Date, NLW Holdings shall have paid (or made arrangements to pay) all known trade accounts payable due as of the Contribution Date. Any trade accounts payable that become known after the Contribution Date but which relate to a period prior to or on the Contribution Date will be paid by NLW Holdings within thirty (30) days of presentation to NLW Holdings by the City except for those recurring obligations of property tax or property tax assessments set forth on Schedule 2.1 that are being specifically assumed by the City.

2.2 Free and Clear. On the Contribution Date, the NLW Holdings Land shall be free and clear of any debt, lien, or encumbrance and the Assets shall be free and clear of any debt, lien, mortgage, or encumbrance except for the recurring obligations of property tax or property tax assessments set forth on Schedule 2.1 that are being specifically assumed by the City.

2.3 Further Acts. NLW Holdings will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement and to carry out the intent of the parties hereto, including without limitation complying with all laws and regulations governing charitable contributions made under Section 170 of the Code.

2.4 No Existing Buyer. NLW Holdings has had no communication with a third-party who is currently interested in purchasing all or part of the lots, land or improvements.

Section 3. Covenants, Representations and Warranties, and Acknowledgments of the City.

3.1 Existence. The City warrants and represents to NLW Holdings that it is a duly organized and validly existing chartered municipal corporation under the laws of the State of Iowa and a political subdivision of the State of Iowa and has all necessary power

and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder. The City further represents and warrants that it is an entity as described in Section 170(c)(1) of the Code.

3.2 Obligations Arising out of the Gift. The City acknowledges and agrees that should the gift be completed, NLW Holdings shall have no continuing liability or duty with respect to either the NLW Holdings Land and the City shall indemnify and hold NLW Holdings harmless thereafter as provided by Section 7 of this Agreement. Specifically, the City agrees that the property taxes and property tax assessments are a continuing obligation and the City agrees to pay these tax payments from the Contribution Date forward. The City shall pay all real estate taxes due December 31, 2019 if any unpaid at that date, on the land and assessment described in Exhibit I real estate owned by the Corporation even though a portion of this tax liability may relate to a period that predates the Contribution Date.

3.3 Due Diligence. The City acknowledges that (i) it has inspected the Assets to its full and complete satisfaction with the full cooperation of NLW Holdings, (ii) such inspection was undertaken by one or more persons of the City's own choosing, and (iii) it had reasonable and full access to the Assets for the purpose of its inspection. The City acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements by NLW Holdings concerning the condition of those Assets. The City acknowledges the present state of the Assets and agrees to accept the NLW Holdings, notwithstanding any known or unknown deficiencies or defects of or with respect to the Assets, and agrees not to assert any claim or attempt to rescind the transfer and gift of the NLW Holdings to the City based on the state of condition of these Assets. In order to perform its due diligence, NLW Holdings shall allow the City, its employees and agents, access to the NLW Holdings Land in order to perform testing and/or surveying upon 24 hours-notice to NLW Holdings.

3.4 Condition of the NLW Holdings Land inside the Corporation. The City acknowledges and agrees that the NLW Holdings Land (as more particularly described in Exhibit I) are being conveyed (through the gift of NLW Holdings) on an "AS IS" "WHERE IS" basis in their present state and condition and NLW Holdings disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, concerning such Assets. NLW Holdings shall provide, if available, to the City a copy of the most recent title search completed with respect to the real estate. At the City's election and, at its sole expense, the City may obtain an updated title commitment for an Owner's Policy of Title Insurance insuring title to such real property to be issued by a title company that is acceptable to the City, or an abstract of title showing marketable title in NLW Holdings in compliance with the Title Standards of the Iowa Bar Association. At the City's election and at the City's sole expense, the City may obtain an updated survey of or surveyor's certificate for such real estate.

3.5 Charitable Contribution-No Restrictions. The City hereby acknowledges and agrees that the gift of the NLW Holdings constitutes a charitable contribution within

the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). Also, with respect to the NLW Holdings, the City acknowledges that the City has not provided to NLW Holdings any goods as consideration, in whole or in part, for the NLW Holdings. Further, the City agrees to execute and deliver or cause to be executed and deliver any and all documents or certifications that NLW Holdings may reasonably require to evidence that the NLW Holdings constitutes a charitable contribution within the meaning of Section 170(c)(1) of the Code. In accordance with Section 170(c)(1), the City hereby represents and warrants that the gift of the NLW Holdings will be used exclusively for public purposes as so determined by the City and that NLW Holdings has placed no use restrictions on any of the Assets that must be adhered to by the City. These City purposes may include but not limited to: a park, sale of residential lots, location of city facilities, sports fields, undeveloped land holdings, or sale to a developer with proceeds to the City. The City shall provide, subsequent to the Date of the Gift, a copy of the City's financial statement in which the City recorded the fair market value of the gift as recorded on its books and records by the City's certified public accountants.

3.6 Financial Acknowledgement. The City acknowledges that neither NLW Holdings nor any other person has made any statements, representations, or warranties about the past, present, or future financial condition of the Assets other than as set forth in Exhibit II (none).

Section 4. NLW Holdings's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered at the Closing (or at other times) by NLW Holdings:

- (i) a duly executed Warranty Deed; and
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 5. The City's Documentation and Delivery of Instruments. Prior to Closing or otherwise in the time periods specifically set forth herein or as requested, the following documents and instruments will be delivered to the City by NLW Holdings and the the City shall provide executed copies of the following documents at the Closing:

- (i) one copy of the Donne Acknowledgment (Part IV) of Section B of IRS Form 8283, executed for the City by an official authorized to sign tax returns for the City or by a person specifically authorized to sign Form 8283; and,
- (ii) such other documents as may be necessary to effectuate the terms and conditions of this Agreement.

Section 6. Closing. The closing of this gift will occur at a closing ("Closing") on or before April 30, 2020, at a time mutually agreed to by the parties. At the Closing, all of the required documents will be tendered between the parties.

Section 7. The City hereby agrees to indemnify, defend, and hold NLW Holdings harmless from and against the amount of any actual (or potential in the case of any litigation or claims by any person not a party to this Agreement) damage, loss, cost, or expense (including reasonable attorneys' fees and settlement costs) (hereinafter "Loss") occasioned or caused by, resulting from, or arising out of:

- (i) Any failure by the City to perform, abide by, or fulfill any of the agreements, covenants, or obligations set forth in or entered into, in connection with this Agreement to be so performed or fulfilled by the City.
- (ii) Any material inaccuracy in or breach of any of the representations or warranties set forth in this Agreement.
- (iv) Any claim, known or unknown, arising out of or by virtue of or based upon any liability or obligation of the Corporation other than as set forth in Exhibit II.

NLW Holdings shall notify the City of an event requiring indemnity as provided in Section 8.

Section 8. Notice of Claim. NLW Holdings shall give prompt written notice to the City of any claim (actual or threatened) or other event that in the judgment of NLW Holdings may result or has resulted in a Loss, and the City shall assume the defense of such claim or any litigation resulting therefrom with counsel who are reasonably satisfactory to NLW Holdings. NLW Holdings may also participate in such defense at his expense. The omission by NLW Holdings to give notice as provided herein shall not relieve the City of its obligations hereunder except to the extent that the omission results in a failure of actual notice to the City and the City is damaged solely as a result of the failure to give notice. The City, in the defense of any such claim or litigation, shall not consent to the entry of any judgment or decree or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to NLW Holdings of a release from all liability in respect to such claim or litigation.

Section 9. Miscellaneous.

9.1. This Agreement. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

9.2. Non-Waiver. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

9.3. Waivers. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

9.4. Amendments. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

9.5. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

9.6. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

9.7. Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

9.8. Rules of Construction. In this Agreement, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender. The names of the parties, the date and the preamble first above written are part of this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit or describe the scope or intent of the provisions of this Agreement.

9.9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth next to such parties' signature hereto and with such copies delivered, transmitted or mailed to such persons as are specified therein. Any party may change his address for notices in the manner set forth above.

9.10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

9.11. Law. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the Effective Date per the prior agreement and understanding of the parties.

NLW HOLDINGS, LLC

by

R. R. Wiese, Manager

CITY OF WASHINGTON, IOWA

By:

Jaron Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

RESOLUTION NO.

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

WHEREAS, the City of Washington, Iowa is empowered to levy, assess, and collect costs to the Washington County Treasurer for improvement and removal of debris against the abutting property owner, and unpaid delinquent utility charges,

WHEREAS, water service charges remain unpaid and delinquent for the following listed property owner:

The property of Jack Hamilton, 621 E. Main Street for the amount of \$319.25. Legal description (03 05 NE WASH) Parcel number (11-17-413-004)

The property of Tom Pohren, 1101 E. Taylor Street for the amount of \$547.76. Legal description (06 01 HOTLES 2ND ADD) Parcel number (11-20-278-001)

The final bill for previously owned property of Mike Anding, 415 and 415 ½ E. Madison Street for the amount of \$60.92. Bill we be assessed to his current property at 1455 Ridgeview Court. Legal description (20 Timber Ridge SD II) Parcel number (11-20-354-003)

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 18th day of February, 2020.

Jaron Rosien, Mayor

Attest:

Illa Earnest, City Clerk

ORDINANCE NO. _____

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

WHEREAS, the City of Washington and developers Greg & Lori Wiley established the Wiley Subdivision, Second Addition, having adopted a final plat, and accepted construction of public improvements by prior action of this Council; and

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

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

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

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

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

Wiley Subdivision, Second Addition, Lot 2, as shown in Plat Book 28 at page 0320, Records of the Washington County Recorder (collectively the "Property");

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

Section 3: As to the Project Area, base period taxes on this Property shall be computed in the same manner using the total value shown on the assessment roll as of January 1, 2019, being the assessment roll applicable to the Property in the Project Area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4: That portion of the taxes each year in excess of base period taxes for the Project Area shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Washington to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Washington, Iowa to finance

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

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

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

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

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

Passed and approved this _____ day of _____, 2020.

Jaron P. Rosien, Mayor

ATTEST:

Illa Earnest, City Clerk

Approved on First Reading: February 4, 2020

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

City Clerk