

AGENDA OF THE REGULAR SESSION OF THE COUNCIL OF THE CITY OF WASHINGTON, IOWA TO BE HELD IN THE COUNCIL CHAMBERS AT 120 E. MAIN STREET AT 6:00 P.M., TUESDAY, MAY 19, 2015

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 19, 2015 to be approved as proposed or amended.

Consent:

- 1. Council Minutes 05-05-2015
- 2. Washington State Bank, 2013 GO Bond Principal & Interest, \$50,745.18
- 3. Washington State Bank, 2014 GO Bond Principal & Interest, \$52,746.82
- 4. Cedar Rapids Bank & Trust, TIF Bonds, Principal & Interest, \$23,994.00
- 5. Iowa Finance Authority, C0441R, Principal & Interest, \$109,938.08
- 6. Iowa Finance Authority, CF0412R, Principal & Interest, \$330,289.69
- 7. Federation Bank, 2012 GO Bonds, Principal & Interest \$51,125.00
- 8. Fox Engineering, Ground Storage Reservoir, \$792.00
- 9. Fox Engineering, Elevated Water Storage Tank, \$10,400.00
- 10. Fox Engineering, Reverse Osmosis Pilot Study, \$2,144.40
- 11. Fox Engineering, Wastewater Treatment Plant, \$1,708.50
- 12. Fox Engineering, Lexington Blvd. Pump Station Improvements, \$9,732.00
- 13. Fox Engineering, W. 5th St. Parallel Water Main, \$5,029.20
- 14. Paws & More Animal Shelter, Donation, \$1,259.55
- 15. Casey's General Store #3036, 304 E. Washington Street, Class C Beer Permit (BC), Cigarette Permit, Sunday Sales. **(renewal)**
- 16. Casey's General Store #1624, 1002 W. Madison Street, Cigarette Permit, (renewal)
- 17. Dollar General #2237, 1506 E. Washington Street, Cigarette Permit, (renewal)
- 18. Hy-Vee Wine & Spirits, 1004 W. Madison Street, Cigarette Permit, (renewal)
- 19. Hy-Vee Food Store, 528 S. Hwy #1, Cigarette Permit, (renewal)
- 20. Wine & Spirits, 106 W. 2nd Street, Cigarette Permit (renewal)
- 21. BP One Trip, 1504 E. Washington Street, Cigarette Permit (renewal)
- 22. Department Reports

Claims and Financial Reports:

Claims as Presented

SPECIAL PRESENTATION

Police Department Report

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

NEW BUSINESS

Relay for Life 5K – Same Course as Used for Jingle Bell Run.

Chamber of Commerce Events Requests.

Washington Public Library – Summer Reading Club Request.

Discussion and Consideration of RFP for Banking Services.

Discussion and Consideration of Agreement for Municipal Advisory Services with PFM for Water Tower Bond Issue.

Discussion and Consideration of Engineering Services Agreement for Court House Sewer Separation.

Discussion and Consideration of Notice of Hearing and Letting - Sitler Drive Widening Project.

CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Public Hearing on Resolution Amending FY15 Budget.

Discussion and Consideration of Resolution Amending FY15 Budget.

Public Hearing on Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for 2015 Sealcoat Project.

Discussion and Consideration of Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for 2015 Sealcoat Project.

Discussion and Consideration of Resolution Awarding Contract for 2015 Sealcoat Project.

Discussion and Consideration of Resolution Approving Recreational Services Agreement with YMCA.

Discussion and Consideration of Resolution Accepting a Dedication Agreement –Sitler Drive Right-of-Way from Washington Schools.

Discussion and Consideration of Resolution Accepting Offers to Buy Real Estate and Acceptance (216 and 220 E. Jefferson Street).

Discussion and Consideration of First Reading of an Ordinance Amending Utility Rates.

Discussion and Consideration of First Reading of an Ordinance Amending Chapter 65 – Move Stop Sign at Adams and 12th.

Discussion and Consideration of Second Reading of an Ordinance Amending Chapter 45.05 – Alcohol in Central Park.

Discussion and Consideration of Resolution Approving Council Rules of Procedure. (Tabled 03-17-2015)

<u>**DEPARTMENTAL REPORT**</u> Police Department

Police Department City Administrator City Attorney

MAYOR & COUNCILPERSONS Sandra Johnson, Mayor

Sandra Johnson, Mayor Mark Kendall Jaron Rosien Kathryn Salazar Bob Shellmyer Bob Shepherd Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

Council Minutes 05-05-2015

The Council of the City of Washington, Iowa, met in the council chambers, 120 E. Main Street, at 6:00 P.M., Tuesday, May 5, 2015. Mayor Johnson in the chair. On roll call present: Kendall, Rosien, Salazar, Shellmyer, Shepherd (by speaker phone). Absent: Zieglowsky.

Motion by Shellmyer, seconded by Rosien, that the agenda for the Regular Session to be held at 6:00 P.M., Tuesday, May 5, 2015 be approved as proposed. Motion carried.

Consent:

- 1. Council Minutes 04-17-2015
- 2. Council Minutes 04-28-2015
- 3. Bankers Trust, GO Capital Loan Note Series 2008, Principal & Interest, \$476,255.00
- 4. Bankers Trust, GO Capital Loan Note Series 2009, Principal & Interest, \$184,815.00
- 5. Veenstra & Kimm, Engineering Services Reserves Site Plan, \$369.75
- 6. Veenstra & Kimm, Engineering Services Wal-Mart Sidewalk, \$300.00
- 7. Veenstra & Kimm, Engineering Services Halcyon House Site Plan Review, \$318.00
- 8. Veenstra & Kimm, Engineering Services Country Club Road Widening 500.00
- 9. Veenstra & Kimm, Engineering Services N. 6th Avenue Reconstruction, \$1,494.55
- 10. Veenstra & Kimm, Engineering Services Industrial Park Rise Improvements, \$11,010.08
- 11. Veenstra & Kimm, Engineering Services Sitler Drive Widening Project, \$1,985.00
- 12. Veenstra & Kimm, Engineering Services Flow Metering (Phase I), \$7,393.77
- 13. Veenstra & Kimm, Engineering Services Courthouse Sewer Separation, \$6,020.78
- 14. Terracon, Geotechnical Engineering Services Elevated Water Storage Tank & Future Extension N Ave. F, \$2,000.00
- 15. DN Tanks, Ground Storage Reservoir, \$33,896.00
- 16. Kevin Olson, Professional Services, \$1,131.42
- 17. Moore's BP Amoco, Cigarette/Tobacco Permit, (renewal)
- 18. Wagon Wheel, 521 E. 7th Street, Class C Liquor License (LC) (Commercial), Living Quarters, Sunday Sales, (renewal)
- 19. Wagon Wheel, 2485 Highway 92, 5-day Class C Liquor License (LC) (Commercial) (new)
- 20. Department Reports

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

Motion by Salazar, seconded by Kendall, that the claims as presented be approved for payment. Motion carried.

Police Department Update Report will be at a later date.

Steve Donnolly, Building and Zoning Official, came before council to update progress with the rental property registration program.

Merle Hagie, Code Enforcement Officer, came before council to update nuisance abatements

Presentations from the public included:

1. Betty Seydel, 944 S. 4th Avenue, came before council to discuss a problem with a neighbor's trash filled dumpster.

Motion by Rosien, seconded by Kendall, to approve the COBRA extension request from Peg and Tom Doughty. Motion carried.

Motion by Kendall, seconded by Shepherd, to set the date for the Public Hearing on the FY15 Budget Amendment #2 for May 19. Motion carried.

Motion by Rosien, seconded by Kendall, to approve Notice of Hearing and Letting for Business Park Water Main. Motion carried.

Motion by Rosien, seconded by Kendall, to approve the Notice of Hearing and Letting for the 2015 Sealcoat Project. Motion carried.

Motion by Shellmyer, seconded by Rosien, to approve the Engineering Services Agreement with Veenstra & Kimm for the W. 3rd Street Storm Drainage Study. Motion carried.

Mayor Johnson announced that now is the time for the public hearing on the Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the new 0.5MG Elevated Water Storage Tank.

No written or oral objections were received.

Motion by Shellmyer, seconded by Kendall, to close the public hearing. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Motion by Rosien, seconded by Shepherd, to approve the Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the new 0.5MG Elevated Water Storage Tank. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. (Resolution No. 2015-031)

Bids received for new 0.5MG Elevated Water Storage Tank:

Caldwell Tanks	\$1,434,800.00
Maguire Iron	\$1,465,800.00
CB&I	\$1,588,400.00
Phoenix Fabricators	\$1,593,390.00

Motion by Rosien, seconded by Salazar, to approve the Resolution Awarding the Contract for the 0.5MG Elevated Water Storage Tank to Caldwell Tanks in the amount of \$1,434,800.00. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. (Resolution No. 2015-032)

Mayor Johnson announced that now is the time for the public hearing on the Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the N. 6th Avenue Storm Sewer Project.

No written or oral objections were received.

Motion by Kendall, seconded by Salazar, to close the public hearing. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried.

Motion by Kendall, seconded by Rosien, to approve the Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the N. 6th Avenue Storm Sewer Project. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. (Resolution No. 2015-033)

Bids Received for the N. 6th Avenue Storm Sewer Project:

Miller Welding & Tiling (dba G & R Miller) \$96,466.65 DeLong Construction, Inc. \$119,651.90

Motion by Shellmyer, seconded by Kendall, to approve the Resolution Awarding the Contract for the N. 6th Avenue Storm Sewer Project to Miller Welding & Tiling dba G & R Miller in the amount of \$96,466.65. (Resolution No. 2015-034)

Mayor Johnson announced that now is the time for the First Reading of an Ordinance Amending Chapter 45.05 of the City of Washington Code of Ordinances – Alcohol in Central Park.

Motion by Kendall, seconded by Shepherd, to approve the First Reading of an Ordinance Amending Chapter 45.05 of the City of Washington Code of Ordinances – Alcohol in Central Park. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shepherd. Nays: Shellmyer, Zieglowsky. Motion carried.

Motion by Rosien, seconded by Shepherd, to approve the Resolution Accepting the Offer to Buy Real Estate and Acceptance for the property at 123 W. 2nd Street. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shepherd. Nays: Shellmyer. Motion carried. (Resolution No. 2015-035)

Motion by Rosien, seconded by Kendall, to approve the Resolution Approving the Sewer Connection and Annexation (at a later date) Agreement with Robert and Gayle Pope, 2003 250th Street, Washington, Iowa. Roll call on motion: Ayes: Kendall, Rosien, Salazar, Shellmyer, Shepherd. Nays: none. Motion carried. (Resolution No. 2015-036)

No Discussion and Consideration of Resolution Approving Council Rules of Procedure. (Tabled 03-17-2015) This will be on the agenda of the May 19 council meeting.

Motion by Kendall, seconded by Shepherd, that the Regular Session held at 6:00 P.M., Tuesday, May 5, 2015 be adjourned. Motion carried.

Illa Earnest, City Clerk

Sandra Johnson, Mayor

Kelsey Kranz

From:

Steven A. Bohn [SBohn@washsb.com] Wednesday, May 06, 2015 10:54 AM

Sent: To:

Kelsey Kranz

Subject:

RE: 2013 and 2014 General Obligation bonds

Hi Kelsey:

For the 2013 bond the interest is \$745.18 due June 1 with the principal being \$50,000.00.

For the 2014 bond the interest is \$1,460.82 with the principal being \$51,286.00.

Thanks, and let me know if you have any questions.

Steven A Bohn
President/CEO
Washington State Bank
P.O. Box 311
Washington, IA 52353
(319) 653-2151
(319) 653-6375 (fax)
NMLS ID# 447667

CONCIDENTIAL ITY OTATERACKIT

Kelsey Kranz

From:

Dawn P. Barrett [DBarrett@crbt.com]

Sent:

Wednesday, May 06, 2015 12:17 PM 'kkranz@washingtoniowa.net'

To: Subject:

RE: City of Washington TIF Bonds.....Payment

Hi Kelsey,

The amount due will be as follows:

\$21,500.00 principal \$2,494.00 interest \$23,994.00 total payment due

Feel free to contact me about these in the future. I'd be glad to help. Thanks!

Dawn Barrett

Senior Loan Administrative Assistant Cedar Rapids Bank and Trust Company 500 1st Ave NE, Cedar Rapids, IA 52401 dbarrett@crbt.com | www.crbt.com

Phone 319.862.2728 | Direct Line 319.743.7147 | Fax 319.862.0918



People you can bank on."



Iowa Finance Authority 2015 Grand Avenue Des Moines, IA 50312

LOAN STATEMENT

Telephone: 515.725.4900 Fax: 515.725.4901

5.725.4901

City of Washington Attn: City Clerk 215 E Washington Street Washington IA 52353 Statement Date
Loan Number: C0441R
Original Loan Amount
Current Loan Balance: \$2,754,730.30
Interest Rate: 3.00%

Annual Service Fee Rate 0.25%

Payment Due Date: 6/1/2015

Current Principal Due: \$61,730.30
Prior Principal Due \$0.00
Current Interest Due: \$41,320.95
Prior Interest Due \$0.00
Service Fee Due: \$6,886.83
Total Amount Due: \$109,938.08

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please complete an ACH Authorization form and fax it to us at 515-725-4901 at least one week before your payment is due (download a form from http://www.iowafinanceauthority.gov/ach.)

Questions? Please contact Becky Wu at 800-432-7230 or becky.wu@iowa.gov

Keep upper portion for your records

C0441R



Iowa Finance Authority 2015 Grand Avenue Des Moines, IA 50312

LOAN STATEMENT

Telephone: 515.725.4900 515.725.4901

Loan Number:

Statement Date

5/4/2015

Fax:

Original Loan Amount

CF0412R \$16,316,000.00

City of Washington Attn: City Clerk

Current Loan Balance: Interest Rate:

\$13,193,405.10 3.00%

215 E Washington Street Washington IA 52353

Annual Service Fee Rate

0.25%

Payment Due Date: Current Principal Due: 6/1/2015

Prior Principal Due

\$99,405.10 \$0.00

Current Interest Due: Prior Interest Due

\$197,901.08

Service Fee Due:

\$0.00 \$32,983.51

Total Amount Due:

\$330,289.69

Do not pay. The total amount due will be automatically deducted from your bank account on the payment due date.

If your banking information has changed, please complete an ACH Authorization form and fax it to us at 515-725-4901 at least one week before your payment is due (download a form from http://www.iowafinanceauthority.gov/ach.)

Questions? Please contact Becky Wu at 800-432-7230 or becky.wu@iowa.gov

Keep upper portion for your records

CF0412R



May 6, 2015

City of Washington Attn: Kelsey Kranz PO Box 516 Washington, IA 52353

Dear Kelsey:

The payment for the Washington Iowa General Obligation Capital Loan Note Series 2012 due on 6-1-15 is outlined below:

- 1. Principal due \$50,000.00
- 2. Interest due \$1,125.00 Total due is \$51,125.00

If you have any questions please let us know.

Thank you,

Jamie Collier

President & CEO



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38148

Date

04/30/2015

Project 342413A Washington Ground Storage Reservoir

Professional Services for the Period of 03/29/2015 to 04/25/2015

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design		63,700.00	100.00	63,700.00	63,700.00	0.00
Bidding		9,800.00	100.00	9,800.00	9,800.00	0.00
Construction Administration		39,600.00	100.00	38,808.00	39,600.00	792.00
Construction Staking		1,500.00	100.00	1,500.00	1,500.00	0.00
	Total	114,600.00	100.00	113,808.00	114,600.00	792.00

Invoice total \$792.00

Approved by



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38135

Date

04/30/2015

Project 342414A Washington Elevated Water Storage Tank

Professional Services for the Period of 03/29/2015 to 04/25/2015

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed	
Preliminary Design		26,700.00	100.00	26,700.00	26,700.00	0.00	
Final Design		32,500.00	100.00	32,500.00	32,500.00	0.00	
Bidding & Negotiation		10,400.00	100.00	0.00	10,400.00	10,400.00	
Construction Administration		46,300.00	0.00	0.00	0.00	0.00	
Construction Staking		2,700.00	0.00	0.00	0.00	0.00	
	Total	118,600.00	58.68	59,200.00	69,600.00	10,400.00	

Invoice total \$10,400.00

Approved by:



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38149

Date

04/30/2015

Project 342414B Reverse Osmosis Pilot Study

Professional Services for the Period of 03/29/2015 to 04/25/2015

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed	
Study & Report		21,444.00	35.00	5,361.00	7,505.40	2,144.40	
	Total	21,444.00	35.00	5,361.00	7,505.40	2,144.40	

Invoice total

\$2,144.40

Approved by



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38139

Date

04/30/2015

Project 204508A Washington Wastewater Treatment Plant

Professional Services for the Period of 03/29/2015 to 04/25/2015

Biosolids Removal Quote

Professional Fees

Amount

Billed

1,708.50

Invoice total

\$1,708.50

Approved by



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38138

Date

04/30/2015

Project 204514A Lexington Boulevard Wastewater Pump Station Improvements

Professional Services for the Period of 03/29/2015 to 04/25/2015

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design	70 394	19,700.00	77.00	6,501.00	15,169.00	8,668.00
Bidding		1,700.00	0.00	0.00	0.00	0.00
	Total	21,400.00	70.88	6,501.00	15,169.00	8,668.00
West 5th Street Future Deve	elopment Consultation				-	Billed Amount
Professional Fees						1,064.00
			Phase subtotal		o -	1,064.00
					Invoice total	\$9,732.00

Approved by:

Late Payment Charge: 15% per annum beginning 30 days from above date

City of Machineton

Invalan number 2042



> City of Washington PO Box 516 Washington, IA 52353 Brent Hinson

Invoice number

38137

Date

04/30/2015

Project 342415A Washington West 5th Street Parallel Water Main

Professional Services for the Period of 03/29/2015 to 04/25/2015

	Total	39,580.00	12.71	0.00	5.029.20	5.029.20
Construction Staking		3,300.00	0.00	0.00	0.00	0.00
Construction Administration		11,980.00	0.00	0.00	0.00	0.00
Bidding & Negotiation		3,430.00	0.00	0.00	0.00	0.00
Final Design		13,250.00	0.00	0.00	0.00	0.00
Preliminary Design		7,620.00	66.00	0.00	5,029.20	5,029.20
Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed

Invoice total \$5,029.20

City of Machineton

PAWS & More Animal Shelter

1004 1/2 West Madison Street Washington, IA 52353

Bill To

City of Washington 215 E Washington St Washington, IA 52353

Invoice

Date

5/13/2015

Invoice #

35

Terms

DUE UPON RE...

Description	Quantity	Rate	Amount
Dog pound dogs taken to shelter in place of euthanizing, Oct 2014 thru April 2015	27	46.65	1,259.55
And a second second			
9			
	1		
	Tota	al	\$1,259.5
	100	41	Ψ1,439.3

Applicant

License Application (BC0029752

Name of Applicant:

Casey's Marketing Company

Name of Business (DBA): Casey's General Store #3036

Address of Premises: 304 E Washington St

City Washington

County: Washington

Zip: <u>52353</u>

Business

(319) 653-7437

Mailing

PO Box 3001

City Ankeny

State IA

Zip: 500218045

Contact Person

Name Michelle Rogness, Store Operations

Phone: (515) 446-6728

Email

michelle.rogness@caseys.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 07/19/2015

Expiration Date: 07/18/2016

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType:

Publicly Traded Corporation

Corporate ID Number:

<u> 184278</u>

Federal Employer ID 42-1435913

Ownership

42-0935283 Casey's General

Stores Inc. First Name:

42-0935283

Last Name:

Casey's General Stores, Inc.

City:

<u>Ankeny</u>

State:

<u>lowa</u>

Zip: 50021-804

Position:

Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Michael Richardson

First Name:

Michael

Last Name:

Richardson

City:

Pleasant Hil

State:

<u>lowa</u>

Position:

President

Zip: 50327

% of Ownership: 0.00%

U.S. Citizen: Yes

Robert C. Ford

First Name:

Robert C.

Last Name:

Ford

City:

Dallas Center

State:

lowa

Zip: 50063

Position:

Vice President

% of Ownership: 0.00%

U.S. Citizen: Yes

Julia L. Jackowski

First Name:

Julia L.

Last Name:

<u>Jackowski</u>

City:

<u>Urbandale</u>

State:

<u>lowa</u>

Zip: 50322

Position:

Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name:

<u>James</u>

Last Name:

<u>Pistillo</u>

City:

<u>Urbandale</u>

State:

<u>lowa</u>

Zip: 50323

Position:

Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period JULY 1ST, 2015

through June 30, 20_16

PLEASE TYPE OR PRINT LEGIBLY

Business information:

Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Trade Name/DBA: CASEY'S MARKETING CO./DBA C	ASEY'S GENERAL STORE # 3036											
Physical Location Address: 304 E WASHINGTON ST	City: WASHINGTON ZIP: 52353											
Mailing Address: PO BOX 3001 City	/: ANKENY State: IA ZIP: 50021											
Business Phone Number: () 3196537437												
Legal Owner Information:												
Type of Ownership: Sole Proprietor Part	nership Corporation X LLC LLP											
Legal Owner: CASEY'S MARKETING COMPANY (Name of sole proprietor, partnership, corporation, LLC, or LLP)												
Mailing Address: PO BOX 3001 City:	ANKENY State: IA ZIP: 50021											
Phone Number: (515) 446-6728												
Retail Information:												
Types of Sales: Over-the-counter X	Vending machine											
Does the Establishment sell vapor products/alternative r	nicotine products only?											
Type of Establishment												
Bar Convenience store/gas station X I Restaurant □ Tobacco store □ Alternative Has vending machine that assembles cigarettes □												
If application is approved and permit granted, I/we do here governing the sale of cigarettes, tobacco, alternative nicol												
SIGNATURE OF OWNER, PARTNER(S), OR CORPORA	ATE OFFICIAL											
Name (please print) JULIA L. JACKOWSKI, SECRETARY	Name (please print)											
Signature	Signature											
Date <u>5/1/15</u>	Date											
FOR CITY CLERK/COUNTY AUDITOR												
Amount Paid:	Please send completed/approved copy to: Iowa Department of Commerce, Alcoholic Beverages Division Name of Issuing City or County											

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period JULY 1ST, 2015

through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY

Business information:

Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Trade Name/DBA: CASEY'S MARKETING CO./DBA	CASEY'S GENERAL STORE # 1624								
Physical Location Address: 1002 W MADISON ST,	City: WASHINGTON ZIP: 52353								
	ity: ANKENY State: IA ZIP: 50021								
Business Phone Number: () 3198639040									
_egal Owner Information:									
Type of Ownership: Sole Proprietor Pa	artnership Corporation X LLC LLP								
Legal Owner: CASEY'S MARKETING COMPANY (Name of sole proprietor, partnership, corporation, LLC	C, or LLP)								
Mailing Address: PO BOX 3001 Cit	y: ANKENY State:IA ZIP: 50021								
Phone Number: (515) 446-6728 Fax Number	Email: MICHELLE.ROGNESS@CASEYS.COM								
Retail Information:									
Types of Sales: Over-the-counter X	Vending machine								
Does the Establishment sell vapor products/alternative	e nicotine products only?								
Гуре of Establishment									
Bar Convenience store/gas station X Restaurant □ Tobacco store □ Alternativ Has vending machine that assembles cigarettes □	,								
f application is approved and permit granted, I/we do he governing the sale of cigarettes, tobacco, alternative nic	ereby bind ourselves to a faithful observance of the laws otine, and vapor products.								
SIGNATURE OF OWNER, PARTNER(S), OR CORPO	RATE OFFICIAL								
Name (please print) <u>JULIA L. JACKOWSKI, SECRETARY</u>	Name (please print)								
Signature Julia J. Caclaurki	Signature								
Date <u>5/1/15</u>	Date								
FOR CITY CLERK/COUNTY AUDIT									
Amount Paid:	Please send completed/approved copy to: Iowa Department of Commerce, Alcoholic Beverages Division Name of Issuing City or County								
	70.014/4/10/15								

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO/NICOTINE/VAPOR PERMIT For perior July 1st, 20 15 through June 30, 20 16	3
PLEASE TYPE OR PRINT CLEARLY Please mail this completed application to your local jurisdiction. I you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).	If
I/We hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products: BUSINESS INFORMATION	
Name of Name of Business/DBA; Dollag General Store # 2237.	
Location Address (Required): 1506 & Washington St. Washington, IA. 52353-2102	-
Mailing Address: 100 Mission Ridge Atta: TAX Dept City: Good letts ville State/Zip: TN 3	_
Type of Sales:Vending MachineXOver-the-counter Telephone Number (615) _855-4000	
Type of Retail Establishment: has vending machine that assembles cigarettes bar convenience store, with gas drug store gas station convenience store, no gas liquor store restaurant tobacco store hotel/motel other convenience set by the State of Iowa. Obtain a current copy from the	Retail
lowa Department of Revenue website (www.iowa.gov/tax) by clicking on forms, then click on cigarette/tobacc and finally click on form 71-023.	ю,
ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA. Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D. Check the list of approved brands (www.iowa.gov/tax/business/CigTobIndex.html) and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS BRANDS AND BRAND FAMILIE	S
Go to http://elists.idrf.state.ia.us/scripts/wa.exe and sign up for the Cigarette/Tobacco eList (listserv).	
You will receive an e-mail every time the approved list changes or the minimum price changes. LEGAL OWNER INFORMATION Type of Ownership: Individual Partnership Corporation LLC LLP Legal Owner: / DOLGEN CORP LLC (Name of Individual, Partnership, Corporation, LLC, or LLP) Mailing Address: // OO Mission Kidge Attn: TAX DEPT. City: Goalettsville State: N. Zip: 37072 Ph. Number: (615) 855-4000	-
Fax Number: (877) 364-4130 E-mail Address: fax - beerandwine license @ Dollar General If application is approved and permit granted, I/we do hereby bind ourselves to a laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor pro	ral, con
SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL Name (please print): Signature: Date: Name (please print): Date:	\$ 75.0
FOR OFFICE USE ONLY FOR CITY CLERK/COUNTY AUDITOR ONLY	
Amount Paid: PLEASE SEND COMPLETED COPY TO THE IOWA DEPART Date Issued: New OF COMMERCE, ALCOHOLIC BEVERAGE DIVISION	MENT
Permit # :	8

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period

July 1st, 2015

through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY

Permit Number

Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business information:	
Trade Name/DBA: Hy-Vee, Inc. DBA: Hy-Vee W	ine & Spirits
Physical Location Address: 1004 W Madison St	City: Washington ZIP: 52353
Mailing Address: <u>5820 Westown Parkway</u> City:	
Legal Owner Information:	*
Type of Ownership: Sole Proprietor □ P	artnership □ Corporation □ LLC □ LLP □
Legal Owner: <u>Hy-Vee, Inc.</u> (Name of sole proprietor, partnership, corporation	n, LLC, or LLP)
Mailing Address: 5820 Westown ParkwayCi	ty: West Des Moines State: IA ZIP: 50266
Phone Number: (515_)267-2800Fax Number	er: (515_) 267-2904 Email: <u>licenses@hy-vee.com</u>
Retail Information:	
Types of Sales: Over-the-counter 💆	Vending machine □
Does the Establishment sell vapor products/alter	native nicotine products only? Yes □ No.
Type of Establishment	
Bar □ Convenience store/gas station □ Restaurant □ Tobacco store □ Alternat Has vending machine that assembles cigarettes	ive nicotine/vapor store □
If application is approved and permit granted, I/we laws governing the sale of cigarettes, tobacco, alte	do hereby bind ourselves to a faithful observance of the rnative nicotine, and vapor products.
SIGNATURE OF OWNER, PARTNER(S), OR CO	RPORATE OFFICIAL
Name (please print) Jeff Pierce	Name (please print)
Signature	Signature
Date 04/30/2015	Date
FOR CITY CLERK/COUNTY AL Amount Paid: Date Issued New □ Permit Number Renewal □	PIOTOR ONLY – MUST BE COMPLETE Please send completed/approved copy to: Iowa Department of Commerce, Alcoholic Beverages Division Name of Issuing City or County

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period

July 1st, 2015

through June 30, 20<u>16</u>

P	L	E	A	S	Ε	T	Υ	P	E	0	R	P	F	118	۸.	Г	LE	G	IB	L)	1
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Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business information:			
Trade Name/DBA: Hy-Vee, Inc. DBA: Hy-Vee Fo	od Store		
Physical Location Address: 528 S. Hwy #1	City: Washington ZIP: 52353		
Mailing Address: <u>5820 Westown Parkway</u> City:	West Des Moines State: <u>IA</u> ZIP: <u>50266</u>		
Legal Owner Information:			
Type of Ownership: Sole Proprietor □ Pa	artnership □ Corporation ☑ LLC □ LLP □		
Legal Owner: Hy-Vee, Inc. (Name of sole proprietor, partnership, corporation Mailing Address: 5820 Westown Parkway Cit	ry: <u>West Des Moines</u> State: IA ZIP: <u>50266</u>		
Phone Number: (515_)267-2800Fax Number	er: (515_) 267-2904 Email: <u>licenses@hy-vee.com</u>		
Retail Information:			
Types of Sales: Over-the-counter	N		
Does the Establishment sell vapor products/alter	native nicotine products only? Yes □ No 💆		
Restaurant □ Tobacco store □ Alternat Has vending machine that assembles cigarettes	Other Diggsolly Stre		
If application is approved and permit granted, I/we laws governing the sale of cigarettes, tobacco, alte	do hereby bind ourselves to a faithful observance of the		
SIGNATURE OF OWNER, PARTNER(S), OR CO	RPORATE OFFICIAL		
Name (please print) Jeff Pierce	Name (please print)		
Signature	Signature		
Date 04/30/2015	Date		
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE Amount Paid: Please send completed/approved copy to: Date Issued Iowa Department of Commerce, Alcoholic Beverages Division Permit Number Renewal Name of Issuing City or County			



lowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period <u>July 1</u> , 20 <u>1</u> through June 30, 20 <u>1</u> し
PLEASE TYPE OR PRINT LEGIBLY Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).
I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business information:
Trade Name/DBA: WINE & SPIRITS
Physical Location Address: 106 0 2ND ST City: WASHINGTON ZIP: 52353
Mailing Address: 106 W ZND ST City: WASHINGTON State: LA ZIP: 52353
Business Phone Number: (319) 653-2822
Legal Owner Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation 🕱 LLC □ LLP □
Legal Owner: T も エルALSH , いんと (Name of sole proprietor, partnership, corporation, LLC, or LLP)
Mailing Address: 10 ๒ い ヱャレ らて City: いみられ、つってのト State: LA ZIP: 52353
Phone Number: (319) 653-2822Fax Number: (319) 591-8047Email: WINENSPIRITS @ HOTMAIL. COM
Netali illomation.
Types of Sales: Over-the-counter ✓ Vending machine □
Does the Establishment sell vapor products/alternative nicotine products only? Yes ☐ No.
Type of Establishment
Bar □ Convenience store/gas station □ Drug store □ Hotel/motel □ Liquor store ☒ Restaurant □ Tobacco store □ Alternative nicotine/vapor store □ Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL
Name (please print) ANTHONY WALSH Name (please print)
Signature Signature
Date Date
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
Amount Paid: Please send completed/approved copy to: Date issued New □ Iowa Department of Commerce, Alcoholic Beverages Division
Permit Number Renewal Name of Issuing City or County



Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period <u>July 1</u> , 20 <u>15</u> through June 30, 20 <u>16</u>			
PLEASE TYPE OR PRINT LEGIBLY Please mail this completed application to your local jurisdiction If you have any questions call your city clerk (within city limits) your county auditor (outside city limits).	or		
I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:			
Business information:			
Trade Name/DBA: BP One Trip			
Physical Location Address: 1504 E. Washington St. City: Washington ZIP: 52353	_		
Mailing Address: PO Box 178 City: Brighton State: lowa ZIP: 5254			
Business Phone Number: (3)9- 653-2243	_		
Legal Owner Information:			
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC □ LLP			
Legal Owner: Cobb Oil Co., Inc. (Name of sole proprietor, partnership, corporation, LLC, or LLP)			
Mailing Address: PO Box 178 City: Brighton State: lowa ZIP: 52540)		
Phone Number: (319) 694-2200 Fax Number: (319) 694-2201 Email: Icobb@cobboil.co	m		
Retail Information:			
Types of Sales: Over-the-counter □ Vending machine □			
Does the Establishment sell vapor products/alternative nicotine products only? Yes ☐ No □	đ		
Type of Establishment			
Bar □ Convenience store/gas station □ Drug store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Alternative nicotine/vapor store □ Has vending machine that assembles cigarettes □ Other □			
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.			
SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL			
Name (please print) Laura Cobb Name (please print)			
Signature Signature Signature			
Date <u>5-4-15</u> Date			
FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE			
Amount Paid: Please send completed/approved copy to:			
Date issued New □ Iowa Department of Commerce, Alcoholic Beverages Divis Permit Number Renewal □ Name of Issuing City or County	ion		

WWTP report May 19, 2015 Council Meeting

- After hour alarm and dog call outs –
 1st dog call, Safety Center reported a dog to be picked up in the 700 Blk, North C, 5:15 p.m. Jason 4th WWTP alarm, digester blower #1 fail to run, 11:56 p.m. Fred
- **Dept Head meetings** I attended the meetings on the 12th & 19th.
- Yard Waste Center (YWC) We will be open on Saturday mornings from 7:00 a.m. to 10:00 a.m. during May so Washington residents can haul their own yard waste to the YWC.
- Effluent toxicity sample This annual sample was collected on May 11, 2015. The sample was sent to the U of Iowa Hygienic Laboratory for analysis.
- WWTP April 2015 MOR Average daily flow 1.81 million gallons (mg), maximum daily flow 2.98 mg, minimum daily flow 1.25 mg. There were no violations of the WWTP's NPDES discharge permit. Total precipitation for April 2015 = >3.02" (recorded at the WWTP).

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CBOD5 Removal 85% required result = 98.6\% Influent CBOD5 monthly average = 56.1 \text{ mg/L} Effluent CBOD5 monthly average = 0.8 \text{ mg/L}
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TSS Removal 85 % required result = 99.6 % Influent TSS monthly average = 138.7 mg/L 0.5 mg/L
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- Ozonia UV lamp purchase We had to purchase 12 UV lamps from Ozonia at a cost of \$175.00 each. This purchase was necessary to extend the warranty on the UV equipment and recommended by FOX Engineering. I found this out around April 22, 2015. Ozonia stated the warranty would be void on any of their UV equipment, electronics, and lamps if we installed any of the UV lamps we purchased from USA Bluebook. I placed the UV lamp order with USA Bluebook on March 5, 2015. If you have any questions regarding this matter please feel free to contact me by email at fdoggett@washingtoniowa.net, by phone at 653-1530, or stop by the WWTP office.
- Digester level (depth) transducers –Dustin from JETCO was here on May 14, 2015 to replace
 digesters #2 & #3 transducers. JETCO covered the cost of the replacement transducers and
 installed them at no charge to the City. We originally thought we would be paying for these.
 Dustin also corrected several minor SCADA control issues while he was here, too.
- WWTP staff evaluations The 2015 evaluations were completed on May 8, 2015.

Fred E. Doggett 5/14/2015 2:02 PM

Maintenance and Construction Report

4/25/15-5/8/15

STREETS: M/C Personnel poured 3 yards of concrete for sidewalks and a driveway where a water service had been repaired. Personnel graded and rocked alleys in numerous locations where it was necessary. Personnel hauled 460 ton of 1 inch road stone from Young America quarry on Lexington Blvd to the soccer field parking lot. Personnel continued with yard waste and brush pick up.

WATER DISTRIBUTION: M/C Personnel began hydrant flushing on Monday May 4 and should be completed by Monday May 11. Personnel repaired a water main break at 308 West Washington St, installing a 5 ft piece of 6 inch PVC and two repair sleeves, this was the 9th main break of 2015.

SEWER COLLECTION: M/C Personnel poured 2 yards of concrete for a barrel section that was installed on West Madison St. Personnel also jetted numerous areas one involving a sewer main located on the southwest corner of South Ave F-West Washington St, where an excavation took place, this is still work in progress. Another area where jetting to place was in the vicinity of where the barrel was installed I mentioned earlier. Televising also was accustomed to both of these areas. Personnel black jacked a sanitary manhole after moving it back to center. Personnel repaired a sewer service after repairing a water main break at 308 West Washington, using a 2 ft piece of 6 inch PVC and two ferncos clay to plastic.

STORM SEWER COLLECTION: M/C Personnel researched the storm sewer in the Fareway area and relayed the information to V&K.

MECHANIC/SHOP: M/C Personnel serviced PD 672 (fuel lines), Parks Dept truck (steering column), PD 72 (serviced and rotate tires), FD #2 (lights), FD Tanker (belts), Sweeper (diagnosis and order parts), fuel report, PD 92 (serviced), 117 (charge A/C) and 119 (charge A/C).

OTHER: M/C Personnel responded to 61 One Call Locates. Personnel hauled a load each of compost and mulch to Lincoln school, for their garden and around the south end of the building. M/C had Vogel's painting company paint center lines throughout the town (except Iowa, Marion and B Ave's).

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.

CITY OF WASHINGTON, IOWA

CLAIMS REPORT FOR 05/15/2015

		CEANUS REFORT FOR 03/13/2013	
POLICE	ACE-N-MORE	SUPPLIES	125.43
	ALLIANT ENERGY	ALLIANT ENERGY	185.99
	ARAMARK UNIFORM SERV INC.	SERVICE	187.30
	ARNOLD MOTOR SUPPLY	SUPPLIES	254.38
	EMBROIDERY BARN	SERVICE	12.00
	GALL'S INC.	SUPPLIES	373.45
	IA COUNTY ATTORNEYS ASSOC	workshop	60.00
	IGRAPHIX, INC	shipping	10.80
	JOHN DEERE FINANCIAL	SUPPLIES	21.99
	MARCO, INC.	COPIER MAINT	119.31
	MEDIACOM	INTERENET SERVICE	102.95
	MICHAEL BAIRD M.S.	SERVICE	150.00
	MOORE'S BP AMOCO INC	CAR WASHES	6.00
	SHOTTENKIRK	PARTS	221.44
	STANARD & ASSOCIATES INC	TESTING	76.63
	VERIZON WIRELESS	WIRELESS SERVICE	1242.08
	VISA	LODGING, FUEL, BLDG CONFER	180.65
	WASH CO AUDITOR	MAY COMMUNICATIONS	20276.83
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	9.64
	WCHC FAMILY MEDICINE	PHYSICAL	255.50
		TOTAL	23872.37
FIRE	ALLIANT ENERGY	ALLIANT ENERGY	
TINE	ARNOLD MOTOR SUPPLY	ALLIANT ENERGY	391.79
	EMC	SUPPLIES	10.49
	FIRE SERVICE TRAINING BUREAU	SERVICE	675.00
	INDIAN HILLS COMM COLLEGE	HAZMAT TRAINING	50.00
		BRUCE MCAVOY- TRAFFIC IM	40.00
	MIDWEST BREATHING AIR SYSTEMS	AIR TEST	104.00
	MOORE'S BP AMOCO INC	FUEL	50.50
	SITLER'S SUPPLIES INC.	SUPPLIES AND PARTS	67.49
	VERIZON WIRELESS VETTER'S INC-CULLIGAN WATER	WIRELESS SERVICE	61.71
	VETTER SINC-COLLIGAN WATER	TANK EXCHANGE	380.00
		TOTAL	1830.98
DEVELOR CERV			
DEVELOP SERV	ARNOLD MOTOR SUPPLY	SUPPLIES	271.92
	BRUNS, DAVID	MILEAGE REIMBURSMENT	63.85
	VISA	TRAINING- RENTAL INSPEC.	2289.04
	VERIZON WIRELESS	WIRELESS SERVICE	254.08
	,	TOTAL	2878.89
LIBRARY	ALLIANT ENERGY	ALLIANT ENERGY	2776.78
	EBERT SUPPLY CO.	JANITORIAL SUPPLIES	100.75
	MEDIACOM	LIBRARY INTERNET SERVICE	76.53
	VISA	POSTAGE, BOOKS & SUPPLIES	235.60
	WINDSTREAM IOWA COMMUNICATIONS	ELEVATOR LINE	53.20
		TOTAL	3242.86
PARKS	ACCO	SUPPLIES	255.25
	ACE NI NAODE	01.000.000	

SUPPLIES

126.97

ACE-N-MORE

	ACTION SERVICES INC	SERVICE	315.00
	ALLIANT ENERGY	ALLIANT ENERGY	1250.96
	ARNOLD MOTOR SUPPLY	SUPPLIES	19.13
	CUSTOM IMPRESSIONS INC	SUPPLIES	69.00
	JOHN DEERE FINANCIAL	SUPPLIES	356.46
	O'REILLY AUTOMOTIVE INC	PART	1.99
	RIVERSIDE PALLET RECYCLERS, INC	MULCH	280.00
	SITLER'S SUPPLIES INC.	SUPPLIES AND PARTS	224.26
	TK ENTERPRISES	PAINTING PLAYGROUND EQUIPM	2500.00
	VERIZON WIRELESS	WIRELESS SERVICE	28.00
	VISA	SHEET METAL, PARTS	396.73
	WASH CO. RECYCLING CTR	TIRES AND CHAIR	17.00
	WASHINGTON LUMBER	ADHESIVE	27.45
	WASHINGTON RENTAL	OIL MIX	49.35
		TOTAL	5917.55
CEMETERY	ACE-N-MORE	SUPPLIES	4.49
	ALLIANT ENERGY	ALLIANT ENERGY	156.53
	ARNOLD MOTOR SUPPLY	SUPPLIES	1.94
	CERTIFIED LABORATORIES	SUPPLIES	224.73
	JOHN DEERE FINANCIAL	SUPPLIES	691.93
	LOWRY EQUIPMENT	PUMP	172.47
	PATS SALES AND SERVICE	PARTS	1380.00
	TIFCO INDUSTRIES	SHOP SUPPLIES	313.75
	TWIN STATE & CHEMICAL CO	HERBICIDE	441.68
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	10.10
	ZEE MEDICAL INC.	FIRST AID SUPPLIES	55.95
		TOTAL	3453.57
FINAN ADMIN	ALLIANT ENERGY	ALLIANT ENERGY	526.34
	CARSON PLUMBING INC.	SERVICE	75.90
	CINTAS CORP LOC. 342	SERVICE	122.42
	CUSTOM IMPRESSIONS INC	SELF- INKING STAMP	15.95
	GOOGLE INC	SERVICE	200.00
	MARIE ELECTRIC INC.	BARTHELOW FARM	69.61
	MEDIACOM	INTERENET SERVICE	102.95
	SORRELL GLASS	GLASS CLEANER	39.00
	VERIZON WIRELESS	WIRELESS SERVICE	133.37
	VISA	HOTEL, MONITORS, PRINTERS	655.58
	WASH COUNTY MINIBUS	MAY LOST	14268.80
	WASHINGTON EVENING JOURNAL	LEGAL AND DISPLAY ADVERTIS	207.26
	WASHINGTON RENTAL	STRING TRIMMER	`49.99
		TOTAL	16467.17
AIRPORT	ACE-N-MORE	SUPPLIES	136.98
	ACTERRA GROUP INC.	SERVICE	495.60
	ALLIANT ENERGY	ALLIANT ENERGY	657.37
	BAKER PAPER CO.	SUPPLIES	53.10
	KALONA FLYING SERVICE	CLEANING	186.50
	MAPLE GROVE CONSTUCTION	REPAIR AND MAINT WORK	15991.20
	ROE, MIKE	MILEAGE AND LODGING	422.16
	VERIZON WIRELESS	WIRELESS SERVICE	28.00

	VETTER'S INC-CULLIGAN WATER	ANNUAL COND RENTAL SERVICE	211.00
	WEST LAWN CARE	AIRPORT MOWING	1140.00
		TOTAL	19321.91
ROAD USE	ARNOLD MOTOR SUPPLY	SUPPLIES	89.32
	BARRON MOTOR SUPPLY	SUPPLIES	35.08
	BORDWELL, RICHARD	SIDEWALK REPLACEMENT PROGR	1014.77
	CERTIFIED LABORATORIES	SUPPLIES	594.08
	CHEMSEARCH	SUPPLIES	129.53
	DELANEY, STEVE	SIDEWALK REPLACEMENT PROGR	746.27
	DOUDS STONE LLC	DOUDS STONE LLC	181.78
	GREINER DISCOUNT TIRES	TIRES	40.40
	HIWAY SERVICE CENTER	SUPPLIES	78.00
	HORAK, PAUL	SIDEWALK REPLACEMENT PROGR	1417.02
	HY-VEE	SUPPLIES	38.77
	IOWA PRISON INDUSTRIES	SIGN	387.20
	JOHNSON, BEATRICE	SIDEWALK REPLACEMENT	300.58
	KIMBALL MIDWEST	SUPPLIES	368.86
	KIMMEL, NANCY	SIDEWALK REPLACEMENT PROGR	386.46
	L L PELLING CO	PRE-MIX	2394.45
	O'REILLY AUTOMOTIVE INC	PARTS	8.35
	RIVER PRODUCTS	ROADSTONE	431.33
	TRANS IOWA EQUIPMENT	REPAIR AND PARTS	2481.96
	WASHINGTON CO SWCD	MATTING	180.00
	WASHINGTON LUMBER	RED CHALK	60.89
	ZARNOTH BRUSH WORKS	GUTTER BROOM	244.00
		TOTAL	11609.10
STREET LIGHTING	ALLIANT ENERGY	ALLIANT ENERGY	9586.13
	MARIE ELECTRIC INC.	REPAIR	45.05
		TOTAL	9631.18
CAPITAL PROJ	COLEMAN CONSTRUCTION	TWO APPROACHES GOLF COURSE	1200.00
	DOUDS STONE LLC	SUPPLIES	686.47
	EASTERN IOWA BUILDERS	MATERIAL STORAGE BUILDING	60095.00
	G & R MILLER CONSTRUCTION	SERVICE	320.00
		TOTAL	62301.47
WELLNESS PARK	CUSTOM IMPRESSIONS INC	SUPPLIES	254.97
		TOTAL	254.97
TREE COMMITTEE	BAILEY NURSERIES	TREES	4841.40
	FAREWAY STORES	SUPPLIES	55.00
	WASHINGTON EVENING JOURNAL	TREE GIVEAWAY ADS	104.15
		TOTAL	5000.55
PARKS GIFT	ACE NI MODE	CLIDDLIEC	ga tal addigation
FANNO GIFT	ACE-N-MORE	SUPPLIES	18.75
	BENDER, PERRY KALONA BLACKSMITH & WELDING	HANGING FLOWER BASKETS	1720.00
	MALONA BLACKSIVIIII & WELDING	service	44.75

	POWER COM MOTOR CONTROL SCHIMBERG CO. WASHINGTON TREE BEAUTIFICATION COMMITT	FOUNTAIN RENOVATION UNIONS AND PIPE SUPPLIES TREE COSTS TOTAL	8865.42 172.64 2050.00 12871.56
LIBRARY GIFT	BAKER & TAYLOR EBSCO SUBSCRIPTION SERV ELSENPETER PRODUCTIONS FAREWAY STORES HUDSON, RICHARD IOWA PUBLIC TELEVISION RECORDED BOOKS LLC TRASK, NANCY L. VISA	BOOKS SUBSCRIPTIONS PROGRAMMING LIBRARY SUPPLIES PERFORMANCE PROGRAM- PERFORMERS AUDIO BOOKS PROGRAM POSTAGE,BOOKS & SUPPLIES TOTAL	925.62 887.17 300.00 18.71 225.00 100.00 66.58 260.95 163.06 2947.09
WATER PLANT	ACE-N-MORE ALLIANT ENERGY ARNOLD MOTOR SUPPLY FERGUSON WATERWORKS# 2516 JENNINGS, ELAINE POLLARD WATER STATE HYGIENIC LAB VERIZON WIRELESS WATER SOLUTIONS UNLIMITED ZEE MEDICAL INC.	SUPPLIES ALLIANT ENERGY SUPPLIES METERS MILEAGE REIMBURSMENT CHEMICALS TESTS WIRELESS SERVICE CHEMICALS SAFETY SUPPLIES TOTAL	80.96 10154.34 24.82 4991.80 27.69 204.82 112.50 51.69 3745.45 48.85 19442.92
WATER DIST	ALLIANT ENERGY ARNOLD MOTOR SUPPLY BARRON MOTOR SUPPLY CERTIFIED LABORATORIES COBB PETROLEUM IOWA ONE CALL JOHN DEERE FINANCIAL MUNICIPAL MANAGEMENT CORP. NORTHERN SAFETY CO., INC. QUIGLEY, JAY SCHIMBERG CO. SIGN DESIGN STAR EQUIPMENT USA BLUEBOOK UTILITY EQUIPMENT CO VERIZON WIRELESS VISA WIBSTAD, ZACH	ALLIANT ENERGY SUPPLIES SUPPLIES SUPPLIES OIL SERVICE SUPPLIES LEAK DETECTION SAFETY GLASSES BOOT REIMBURSMENT TEES AND GASKETS, PIPE SAFETY SHIRTS SAW BLADE SUPPLIES MINUS TAX PARTS WIRELESS SERVICE PARTS, COMPUTER BOOT REIMBURSMENT TOTAL	29.94 95.04 65.13 853.02 248.63 81.20 203.81 600.00 160.64 100.00 1060.61 348.00 171.00 106.82 1509.31 92.59 733.49 100.00 6559.23
WATER CAPTIAL PROJ	IMPACT7G WASHINGTON EVENING JOURNAL	LED PAINT TESTING WATER TO LEGAL AND DISPLAY ADVERTIS TOTAL	2100.00 122.91 2222.91

ACE-N-MORE SUPPLIES 147-43				
ARNOLD MOTOR SUPPLY CERTIFIED LABORATORIES CUSTOM IMPRESSIONS INC SILIPPING 14.84 GREINER DISCOUNT TIRES TIRES 7.24.34 HIWAY SERVICE CENTER SUPPLIES 7.20.36 IDNR / OPERATOR CERTIFICATION OPERATOR LICENSE RENEWALS JONN DEERE FINANCIAL SUPPLIES JIFES SIGN SAFETY SHIRTS 173.75 TIFCO INDUSTRIES CONNECTORS 40.28 USA BLUEBOOK UV LAMPS SAFETY SHIRTS 173.75 TIFCO INDUSTRIES CONNECTORS 40.28 USA BLUEBOOK UV LAMPS SAFETY SHIRTS 173.75 TIFCO INDUSTRIES CONNECTORS 40.28 USA BLUEBOOK UV LAMPS SAFETY SHIRTS 173.75 TOTAL 16276.53 SEWER COLLECT ALLIANT ENERGY	SEWER PLANT	ACE-N-MORE	SUPPLIES	147.43
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RECYCLING SERVICES AGENCY MAY RECYCLING 816.67				
626.67	SANITIATION	DAVIS, MARILYN	STICKER REFUND	56.68
TOTAL 873.35		RECYCLING SERVICES AGENCY	MAY RECYCLING	816.67
			TOTAL	873.35

Chamber Board

Michelle Redlinger

Executive Director

Paul Horak

President
Horak Insurance

Jeremy Peterson

Vice President
Engineered Building
Design

Shelli Cleverley

Treasurer WCHC

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Washington Chamber

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City Council Rep JP's 207

Maureen Howard

Immanuel Lutheran Church

Tina Hoffmann

Halcyon House

Rich Bentler

Riverside Casino and Golf Resort

Ed Raber

WEDG

Ex-Officio

Sarah Sadrakula

Main Street Ex-Officio



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

May 15, 2015

Washington City Council,

The Chamber of Commerce is excited to be hosting the Summer Classic, June 4-June 7, a mini 175th Anniversary celebration. The Summer Classic will highlight all that we love about Washington and Iowa summers. 90% of the activities are the same as those we saw at last year's event. We look forward to hosting this summer kickoff for years to come, and thank you for your continued support.

Attached in the packet you will find the maps listing all requested street closures. We will have food, two parades, a half marathon, family games, and the concerts at the airport. Thank you for your time and consideration. Please let us know if you have any questions.

Michelle Relligin

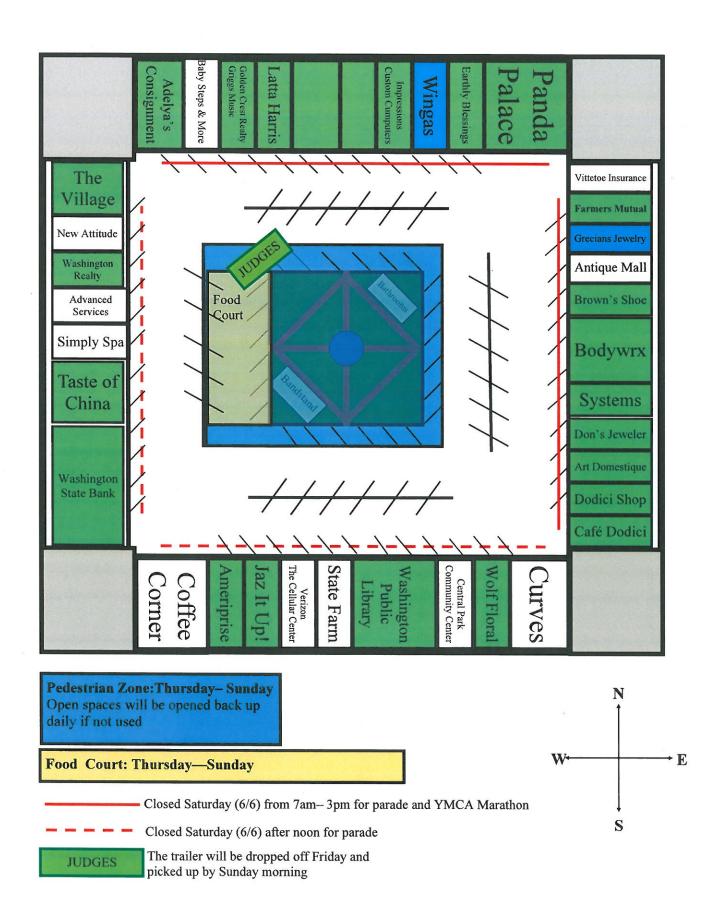
Michelle Redlinger Executive Director Dani Kane Assistant Director

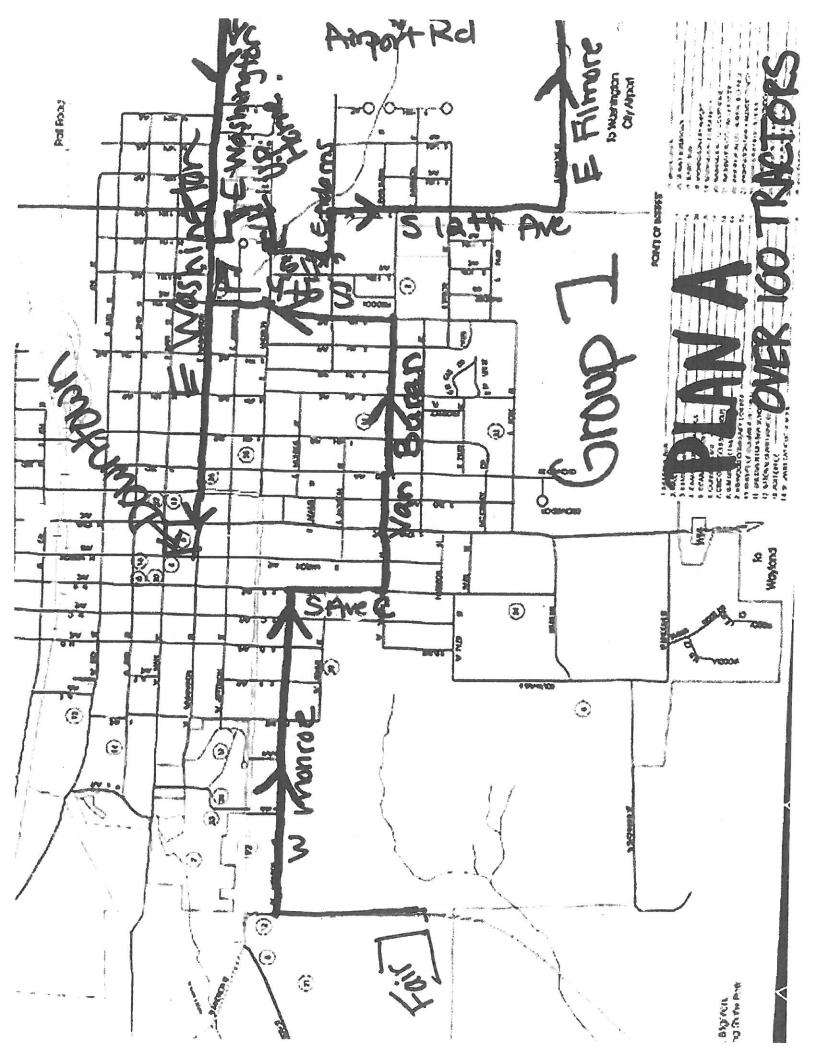
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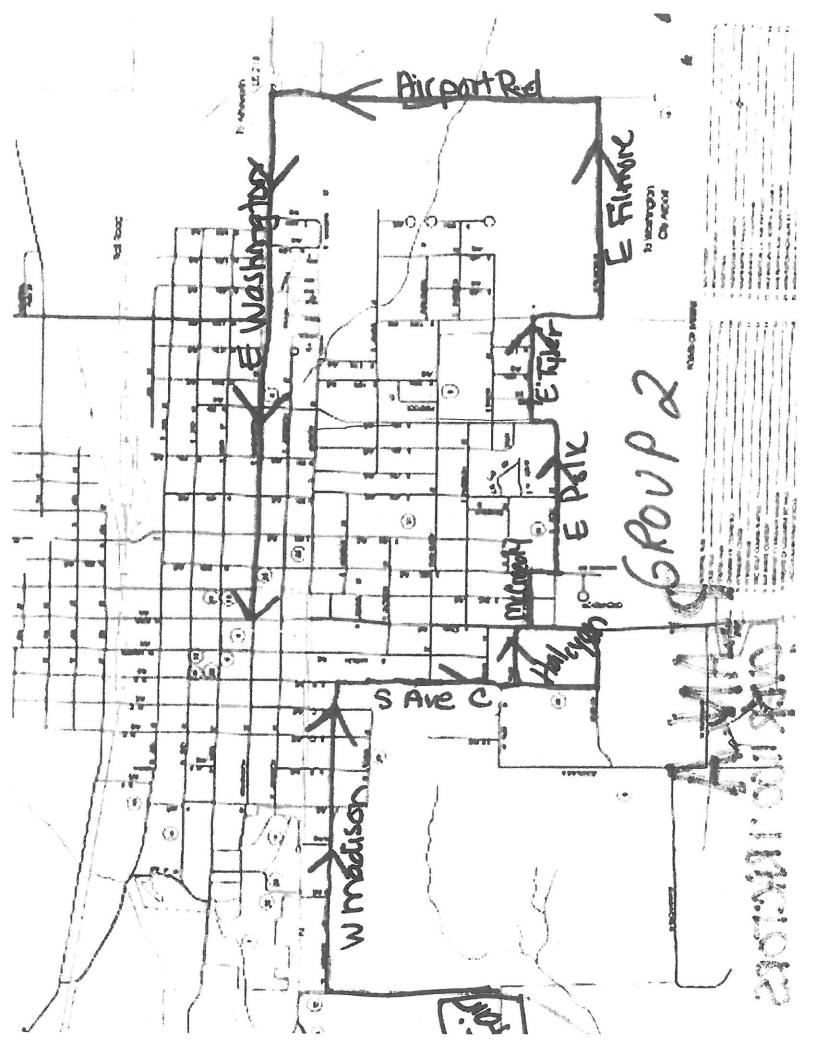
0 (319) 653-3272 • F (888) 833-3529 • chamber@washingtoniowa.org

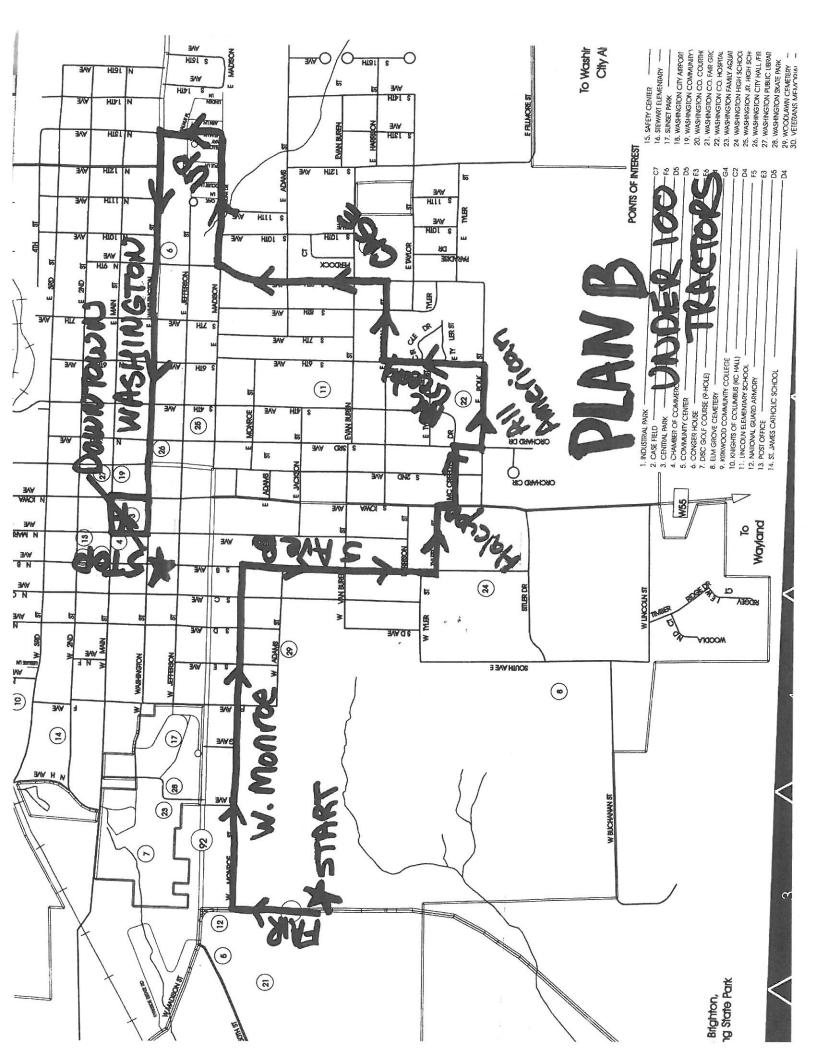
Washington Downtown Street Closures Map

2015 Summer Classic: June 4- June 7

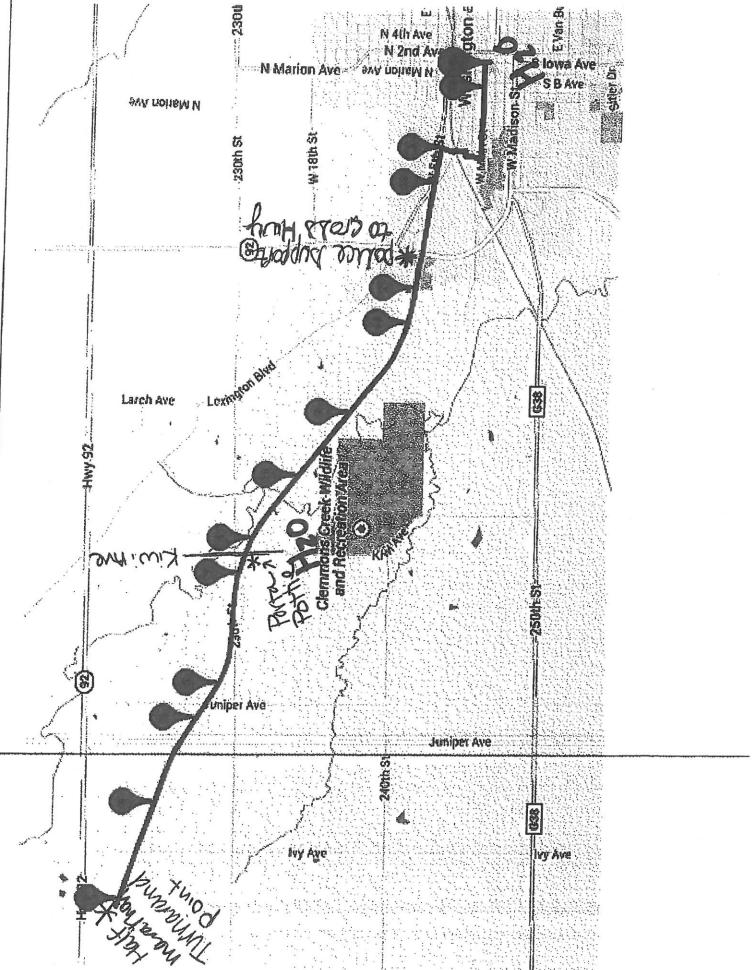




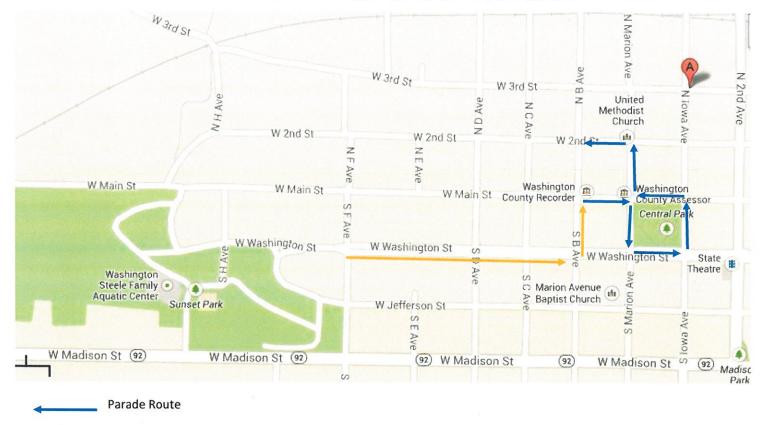




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2015 RD Parade Route



Main Line up is on the Boulevard and Firetrucks line up on B Ave. Parade Route is slightly extended to continue around the square and then go past post office and Methodist Church on W 2nd.

Line Up

Washington SUMMER CLASSIC & Chamber Summer Events



Special Thanks to: Hy-Vee & City of Washington

4G DAY: June 4

9am-3pm: Farm Safety at the Fairgrounds

9am: Modern Ag Day Display Downtown

3-5pm: Little Hands on the Farm at **Central Park** 3-4pm: Staging Antique Tractors at the Fairgrounds

4pm: Kiddie Tractor Pull Downtown

4-6pm: Tractor Parade. Starts at Fairgrounds, basses all retirement facilities and ends Downtown.

4-6pm: Your Story in Central Park

5pm: Commodity Food Booths Downtown

Spm: Farmers Market Downtown

6:30pm: Jack Lion performs on the **Bandstand Downtown** 8pm: Washington Municipal Band performs on the Bandstand Downtown

Special Thanks to: JW Vittetoe Pork

FAMILY HERITAGE DAY: June 5

Read Around the Square, sign up at the Library

Noon-7pm: Food Vendors Downtown

Noon-2pm: Picnic in the Park

1-5pm: FREE Swim at Aquatic Center

Noon-4pm: Children's Creative Activities in **Central Park**

Noon-4pm: Sidewalk Chalk Contest in the Downtown

2-5pm: Coloring Contest in Central Park

4-6pm: Your Story in Central Park

6pm: Blue Cat Alley performs on the Bandstand Downtown (Blues) 7-9pm: The Big Band Theory performs on the **Bandstand Downtown**

Special Thanks to: The Car Doctor

TRUE ORTH

Insurance and Financial Strategies

Presenting Sponsor: TrueNorth

LIVING THE DREAM: June 7

SATURDAY, JUNE 6



68th ANNUAL RIDICULOUS DAY:

Longest Running in the State of Iowa 8am: Businesses open with Ridiculous

Bargains & Sidewalk Sales

8am: Kewash Half Marathon & 5k Starts at the YMCA on the square

Ridiculous Superhero & Princess Contest (participants can be part of the parade) 9am: Registration for Competitions &

9am: Optimist Club Bike Auction at the **Bandstand Downtown** 9:45am: Ridiculous Princess Contest at the **Bandstand Downtown** 10:15am: Ridiculous Superhero Contest at

town: Conger House, Red Brick School House, 11am- 1pm: Historical Sites are open around Washington Military Museum, and more. the Bandstand Downtown

11-Noon: Family Friendly Games at the **Bandstand Downtown**

11am: Lunch Begins. Food Vendors in the Downtown

11:30 am: 700 DUCKS IN THE FOUNTAIN 11am-1pm: Your Story in Central Park

Noon- 1:30pm: Open Mic at the

to ride through the parade. Helmets required. Noon-1pm: Bike Decorating in Central Park Bandstand Downtown

1pm: Parade Line-up

2pm: RIDICULOUS DAY PARADE Downtown. Theme: Jump-N-Jive

3:30pm: Parade Winners Announced at the



loin us at the BIG STAGE at the AIRPORT

11am- 1pm: Historical Sites are open around town: Conger House, Red Brick School House,

1:30 & 3pm: Washington's "Natural" Beauty Tour with Tree's Forever. Leaves from south

Washington Military Museum, and more.

LATINO NIGHT/ NOCHE LATINA: June 7

side of the square.

10:30am: Ecumenical Church Service in Cen-

7-11am: Fly In Breakfast at Airport

tral Park. Praise bands and music to follow.

Gates open 5pm-Midnight

lickets: \$5 in advance, \$7 at the gate

Food, Music, Beverage Tents, Street Dance, and two Headliners:

7:30pm: New Odyssey

Three Guys, Thirty Instruments. A high energy

10pm: The Breakfast Club

An 80's Tribute Band playing hits through modern times.

Clases de salsa, antojitos, piñatas, bailes folk-

Presenting Sponsor: Community 1st Credit Union

Special Thanks to: El Trueque

COMMUNITY CREDIT UNION

Vendors, Traditional Mexican Outfit Contest,

and lots MORE!

Brazilian Carnival, Mexican Folkloric Ballet,

Music, Salsa Lessons, Family Activities,

4-8:30pm: Latino Food & Vendors

Federation Bank

sion & Pilot's Association, Archers Appliance Elec-Precision Structures, Randy's Guitar Studio, Sitler Special Thanks to: Washington Airport Commistronics, Kurtz Kraft, Lebowski's Rock 'N Bowl Supplies, & Riverside Casino & Golf Resort.



August 1

Downtown Special Thanks to: L.E.T.'s Center



6:30pm in Central Park, June 4- August 13 Free Band Concerts Every Thursday

Special Thanks to: Washington State Bank Presenting Sponsor: City of Washington



Annual Craft Fair Special Thanks to: Riverside Casino & Golf Resort

1000's of people, 1000's of crafts Downtown



Freedom Security Bank West Chester SAVINGS BANK Ear mara information on Wachinaton Chambar Evante: www. rhambar wachinatoniowa ara/avante ar find ue an Earabaak

FARM & TRACTORS

In the Downtown

3-5pm: LITTLE HANDS ON THE FARM

4pm: KIDDIE TRACTOR PULL

Fairgrounds, passes retirement facilities, and 4-6pm: TRACTOR PARADE. Starts at the ends Downtown.







SUMMER CLASSIC: RIDICULOUS DAY Sing a song, play some music, or Each act may be no more than Family-friendly Fun share a comedy skit. 10 minutes long. Saturday, June 6 at Noon

Sidewalk Chalk Contest

Sign up your group, business, or organization June 6, Downtown, Noon-4pm 319-653-3272

June 5: Family Heritage Day

Fun for the whole family!



1-5pm at the Aquatic Center





Bring your lunch, family, a blanket, and maybe even the eddy bear, and join us in Central Park from Noon-2pm.

June 6: Ridiculous Day

Central Park

BIKES

9am: Optimist Club Bike Auction

Noon: Bike Decorating for the Parade. Helmets Required.





DUCKS IN THE FOUNTAIN

Over 700 ducks in the Fountain Downtown See the divers save all the ducks at Noon and give them to the waiting kids. Each is worth a \$2 Bill.

9 CULOUS DAY: JUNE



Living the Dream June 7:

Washington's "Natural" Beauty Four with Tree's Forever.

Freewill offering.

Bus leaves from south side of the make reservations. 319-653-3272 square at 1:30 & 3pm. Call to

CUDE A LATING DIGHT



4-9pm

nave traditional foods, take salsa classes, Brazilian Camival, Come see the and MORE

Downtown

Washington Chamber of Commerce Event

www.chamber.washingtoniowa.org/events Office Property TRUE ORTH Randy's I True













319-653-3272

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Shart Airport/Mite Ree 319-653-9309 Randy Swift 319-653-1921 Dean Kurtz. 319-461-7132 Shart Ferrin Layden 319-461-5199, Marylo Rich 319-461-7132 Shart Ferrin Layden 319-461-5199, Marylo Rich 319-461-7132 3-Jan Persoanel/Role Install Gencling anound airport hanger (Wike Roe is getting 4-Jan) 4-Jan Committee Install 100 amp breaker and discomment on the panel at the airport branch shart 5-Jan David Bruns/Mike Rowe Install 100 amp breaker and discomment on the panel at the airport branch shart 5-Jan Liam Coenal/lile parks department Arrives between 9 & 9.30an to set up. panel at the airport branch shart 5-Jan Jiam Michelle & Dani Pick up pinents, russ and electrical & maiscal equipment from the panel at the airport. 5-Jan Jiam Rich Steve Howard Pick up pinents, russ and electrical & maiscal equipment from the panel at the airport. 5-Jan Michele & Dani Pick up pinents, russ and electrical & maiscal equipment from the pinents. 5-Jan Rich Michele & Dani Pick up pinents, russ and electrical & maiscal equipment from the airport. 6-Jan Rich Mark Weidman Pick up pinents, russ and electrical & maiscal equipment from the airport. 5-Jan Maix We				Chamber Number: 319-653-3272	Michelle Redlinger, Chamber Director: 319-321-4271	Dani Kane, Wash Chamber: 319-541-1944	
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Committee		12:30am		Mark Weidman	Remove BC backline equipment from stage and pack into their trailer. Begin taking down production equipment.	Rich has his personal cell phone number if someone needs to contact him. Rich: 319-470-7827	
		lam		Committee	Clean up outside area. Make sure it is clean and free from all party remnants for fly-in breakfast.		

																	9.00		
										0									
	Ron & Char Anderson, dressing room camper: 319-653-3898	Bring back to casino at Steve's convenience.																	
Tear down fencing that is on runway areas	Remove camper.	Load equipment from Casino into Steve's trailer.	Make sure the aiport is completely clean. Ensure dumpster has ben emptied.		The End														
Committee	Ron & Char Anderson	Steve Howard/Rich	Committee and any Volunteers																
1am	lam	lam	All day																
			Monday				,						ar (# 3						
				_	-	 			 	_	_	 	 _	 		 	 _		_

Illa Earnest

From:

Debbie Stanton [debbie.stanton@washington.lib.ia.us]

Sent:

Wednesday, May 13, 2015 11:50 AM

To:

'Illa Earnest'; 'Brent Hinson'; 'Sandra Johnson'

Subject:

Alley closure request

Hi all,

Good think Mayor Johnson asked me about alley closures for the summer, because Jenisa does have a request. Can you please add the following alley closure request to the council agenda for the May 19 meeting:

We would like the alley behind the library closed on June 30th from 8:30-11 for Summer Reading Club events. The closure would be only directly behind the library, so delivery trucks could still access Wolf Floral and the Triune building, they would just have to back out and in (rather than pull through). It would also be beneficial if M/C Department could leave some cones or 2 barricades so we can block off the area, then we can put them to the side at 11.

Thank you! Debbie

Debbie Stanton | Library Director | Washington Free Public Library | 319.653.2097 | www.washington.lib.ia.us |

Request for Proposal for Banking Services Comparison of Proposals received Summary Comments

Federation Bank -

- 1) Federation Bank is a large"local" bank that offers a wide variety of services that would address all of our needs. Their primary business consists of attracting deposits from the general public and using those deposits to provide financing for the purchase of construction of residential, commercial and agricultural properties.
- 2) From the banking services "tally sheet", Federation Bank has low fees. The place where we would have the most monthly fees would be the deposit items. Any check not coming from Federation bank would be \$.05 per item, which can add up quickly The annual maintence fee of \$30.00 is the highest maintence cost of all the bids.
 In total there are 10 different fees we could face
- 3) ACH Services two different methods for calculating the fees, either per batch or per month. The fee on the "per batch" method is \$5 per batch plus \$0.10 per item while the fee on the "per month" is a flat \$15.00 per month fee and \$0.05 per item. These fees will really add up quickly as we almost all our employees on Direct Deposit for their paychecks and over 500 customers utilize our auto pay feature for their utility bills.
- * ACH items are posted by 9:00 a.m. the day they are effective
- 4) Investment Services Federation Bank currently offers business customers a REPO sweep account. There is a \$50 fee but they work with customers to ensure the funds will generate enough in an earnings credit to offset the fee.
- 5) Purchase Credit Card Federation bank offers 2 different VISA card options for businesses. The Business Credit card has no fee and a rate of 12.99% 16.99% and is based on the Wall Street Journal Prime Rate. The Business Rewards card has an annual fee of \$35 and has a rate of 14.99% -16.99% rate also based on the Wall Street Journal Prime Rate. The Rewards card does offer one point per dollar spent.
- 6) Merchant Credit Card Services At this time, Federation bank does not offer an internet based application where consumers could use their credit/debit card and pay for city services. Through their online banking program, the City would be able to create and ACH batch and pull monthly payments from consumers thus reducing the need of consumers to pay via check.
- 7) Payroll transmission deadlines 11:00am on Thursday prior to Friday settlement date

Hills Bank -

- 1) Hills Bank is a large "local" bank that will be opening a branch in Washington this summer. They offer many products and services that address the City's needs. They have 10 other branches and the bank is well respected around the state.
- 2) From the banking services "tally sheet", Hills Bank has the lowest fees (tied with Washington State). They have chosen to waive all fees associated with our needs with the exception of the Merchant Credit Card service. This is not a concern to me as we currently use ETS for this service and we have been beyond happy with the results we have had.
- 3) ACH Services No charge
- 4) Investment Services Hills Bank can provide the City with investments in the form of CD's and other interest bearing deposit accounts. They also other Wealth and Trust management options.
- 5) Purchase Credit Card Hills Bank offers Purchase Credit cards for no fee. The also offer an eZBusiness Center which allows customers to manage their VISAone credit cardholders, limits, account structure and grouping of cards.
- 6) Merchant Credit Card Services Hills Bank works with a third party vendor, FIS Global to provide merchant processing services. See "Tally Sheet" for fees
- 7) Payroll transmission deadlines 3:00 PM CST 2 days prior for credits and 1 day prior for debits

- 8) Direct Merchant Hills Bank offers Direct Merchant which allows the City or remotely capture and deposit checks with a scanner at our facility
- 9) Positive Pay Designed to help businesses prevent fraud, Positive Pay verfires the checks the customer has written and pays only those that are authorized.
- 10) Debit Filter Designed to help prevent ACH fraud, Debit Filter blocks incoming and outgoing electronic items that are not authorized.

Washington State Bank -

- 1) Washington State Bank is a large "local" bank that offers many products and services to a diverse client base and has been a leader in the financial sector in Washington County for more than 75 years and is well respected around the state.
- 2) From the banking services "tally sheet", Washington State Bank has the lowest fees (tied with Hills Bank). They have chosen to waive all fees associated with our needs. They have even waived fees we had previously been charged (return item fee and safe deposit box fee)
- 3) ACH Services No charge
- 4) Investment Services Washington State Bank can provide the City with investments in the form of CD's and other interest bearing deposit accounts. Washington State Bank does not offer as a service the ability to purchase other investments like US Government obligations. However, through their association with larger financial institutions they believe they could facilitate our needs for other investment services.
- 5) Purchase Credit Card Washington State Bank currently does provide the City with purchase credit card (VISA) services. Bank utilizes a third party provider of the credit card services and as such is limited to the services they offer.
- 6) Merchant Credit Card Services Washington State Bank does not offer merchant credit card services. We may utilize whatever merchant credit card vendor that best meets our service needs. Washington State Bank can provide you with the name and contact information of a merchant servicer that we recommend to our commercial customers.
- 7) Payroll transmission deadlines Washington State Bank deadline is 2:00 pm CST on Wednesday proir to Friday settlement date.

West Chester Savings Bank -

- 1) West Chester Savings Bank is a smaller "local" bank with a correspondent account relationship with Central State Bank in Muscatine, IA, an affiliate bank within their holding company, for check clearing, collection services, and wire transfer of funds
- 2) From the banking services "tally sheet", West Chester Savings Bank has the highest fees per item which can add up quickly with the payrol and utility transactions we have.
- 3) ACH Services \$12 monthly fee and \$.12 per debit and credit
- 4) Investment Services West Chester Investment Services can offer CD's, Government & Agency Bonds and open ended Mutual Funds from a wide variety of providers. They also offer a Repurchase Sweep Account at no charge.
- 5) Purchase Credit Card Credit cards process through Central State Bank in Muscatine, who contracts the service for credit cards through a third party. Very similar to Washington State Bank.
- 6) Merchant Credit Card Services the program at West Chester processes through Elavon Merchant Services. Fees are not listed in RFP
- 7) Payroll transmission deadlines West Chester Savings Bank deadling is 5:30 two days prior

Summary:

Based purely on fee structure, Washington State Bank & Hills Bank have the lowest fees and we would have no fees associated with our needs

Based on breadth of services offered and all of the opportunities/possibilities, Federation Bank, Hills Bank, Washington State Bank and West Chester Savings Bank would meet our needs. Hills Bank does have added features like Direct Merchant, Positive Pay and Debit filter that would could be beneficial for our needs.

Recommendation - Based on fee savings and services offered that would fit our needs, I would recommend we continue our relationship with Washington State Bank as our Banking Services provider due to the exceptional services we have received in our many years of banking with them.

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Request for Proposal for Banking Services Comparison of Proposals received Banking Services Tally Sheet

		Federation		Hills Bank	_	Washington St. Bank		West Chester Savings Bank
Service Description	Bal/Vol	Pricing	Bal/Vol	Pricing	Bal/Vol	Pricing	Bal/Vol	Pricing
		The state of the s				The state of the s		
Total Assets:		\$120 M		\$2.334 B		\$235.6 M		\$703.9M
Operational Bank Account:								
Ledger Credits (paper credits)		No Charge (N/C)		N/C		N/C		0.20*
Ledger Debits (paper debits)		N/C		N/C		N/C		0.30*
Deposit items								
Deposit Items - on us		N/C		N/C		N/C	Per item	0.11*
Deposit Items - local		\$0.05 per item		N/C		N/C		0.11*
Deposit items - lowa		\$0.05 per item		N/C		N/C	Per item	0.11*
Return Items		\$3.00 per item		N/C		N/C		4.50
Return Items - reclear		N/C		N/C		N/C		4.50
Electronic Deposits		N/C		N/C		N/C		0.12*
Electronic Withdrawals		N/C		N/C		N/C	Per item	0.12*
Stop Payment		\$19.00		N/C		N/C	Per item	30.00
Wire Transfer In		N/G		N/C		N/C	Per item	\$10 Domestic \$50 Foreign
Wire Transfer Out		Domestic \$15.00 International \$30.00		N/C		N/C	Per item	\$25 Domestic \$75 Foreign
Account Maintenance Fee		\$2.50 monthly		N/C		N/C		12.00
Check Imaging Fee		N/C		N/C		N/C		3.50
Night Depository		N/C		N/C		N/C		N/C
Large Safety Deposit Box		\$35.00 annually		N/C		N/C		N/C
Pre-numbered deposit slips		N/C		N/C		N/C		Self Order
General Accounting Charges		N/C		N/C		N/C		,
Deposit Deadline		3:00 PM		6:00 PM	3:00 p	3:00 pm central M-F excluding bank holidavs		5:30 PM

Automated Clearing House (ACH):							
Monthly maintenance (annual)	12		12	N/C	12	N/C	12.00
Settlements	Per batch	2 methods: "Per batch" - \$5 per batch plus \$0.10 per item. Per batch "Per month" - flat \$15 per month and \$0.05 per item		N/C		N/C	Debit \$.12/Credit \$.12*
Payroll deadlines					14	2:00 pm cdt on Wed prior to Friday settlement date.	
Deadline for credit items		11:00 a.m. the business day before		3:00 PM CST 2 days prior	2:00 F	2:00 pm central M-F excluding bank holidays	5:30 PM
Deadline for debit items		11:00 a.m. the business day before		3:00 PM CST 1 day prior	2:00 F	2:00 pm central M-F excluding bank holidays	5:30 PM
-		2 methods: "Per batch" - \$5 per batch plus \$0.10 per					
Debits/Credits	Per item	Per item "Per month" - flat \$15 per month and \$0.05 per item		N/C		N/C	Debit \$ 12/Credit \$.12*
Returned item - debit/credit		N/C		N/C		N/C	4.50
Prenote		N/C		N/C		N/C	N/C

Electronic Banking:				No fee for service		No fee for service
		ACH items are posted by 9:00 a.m. the day they are				
Posting frequency	Daily	effective	Real-Time	Real time		
Account Inquiry		N/C	N/C	J/N		N/C
Multiple Account Inquiry		N/C	N/C	N/C		N/C
Transfers between accounts		N/C	N/C	N/C		N/C
Stop Payments		\$19.00	N/C	N/C	Per item	30.00

5/15/2015

		Federation		Hills Bank		Washington St. Bank		West Chester Savings Bank
Service Description	Bal/Vol	Pricing	Bal/Vol	Pricing Bal/Vol	lo/	Pricing	Bal/Vol	Pricing
								Repurchase Sweep Account -
Investment purchase	REPO Swe	REPO Swe \$50.00 monthly fee included in analysis (attached)		N/C		N/A	100000000000000000000000000000000000000	no charge. Current rate is 25 bps
Safekeeping				N/C		N/A		Section 2
					ರ	Current provider to City with VISA purchase		CSB partners wih Elavon Merchant
Purchase Credit Card Services:						credit card services.		Services
Credit cards for purchase		Business Credit Card - no fee		N/C		N/C	First 10 cards	Not listed
Credit cards for purchase		Business Rewards Credit Card - \$35.00 annual fee					Per card	
Marchant Cradit Card Sanice					-			
Merchant Credit Card Service :				+				
					_	N/A - can provide name/contact info of merchant card servicer that they		CSR narthars with Flavon Marchant
Credits		Outsource to Fifth Third Bank		Interchange + .20% + \$.15 per item		recommend to commercial customers		Services
Average ticket size		2				N/A		
Flat fee							monthly	
Website capture					1000		monthly	
Merchant Remote Capture:					H			
Monthly Maint Fee				N/C				
Monthly Maint Fee				N/C				
Deposited item fee - on us				N/C				
Deposited item fee - in state				N/C				
Deposited item fee - out of state				N/C				
License Fee								

* indicates finalzied pricing would be set after we provide 6 months of banking statements to assis twiht volume pricing

PUBLIC FINANCIAL MANAGEMENT, INC.

AGREEMENT FOR MUNICIPAL ADVISORY SERVICES

This agreement, made and entered into this 6th day of May 2015, by and between the City of Washington, Iowa ("Client") and Public Financial Management, Inc., (hereinafter called the "Municipal Advisor" or "PFM") sets forth the terms and conditions under which the Municipal Advisor shall provide services for the issuance of approximately \$2,335,000 General Obligation Bonds, Series 2015 (the "Bonds").

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

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

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

I. SCOPE OF SERVICES

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

II. WORK SCHEDULE

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

III. MUNICIPAL ADVISORY COMPENSATION

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

1. For services related to the issuance of Bonds, PFM will be paid a fee of \$15,000 at closing of transaction.

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing, internet posting fees and computer time which are incurred by PFM. Appropriate documentation will be provided.

IV. TERMS AND TERMINATION

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

V. NON-ASSIGNABILITY

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

VI. INFORMATION TO BE FURNISHED TO THE MUNICIPAL ADVISOR

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

VII. ENTIRE AGREEMENT

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

VIII. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

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

Date:______

PUBLIC FINANCIAL MANAGEMENT, INC.

By:______
Jon Burmeister, Managing Director

Date:____May 6, 2015

City of Washington, Iowa

EXHIBIT A

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

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

ENGINEERING SERVICES AGREEMENT

CITY OF WASHINGTON COURT HOUSE SEWER SEPARATION PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this	day of	, 2015, by and
between the City of Washington, hereinafter referr	ed to as the O	wner, party of the first
part, and VEENSTRA & KIMM, INC., a corporation	organized and	existing under the laws
of the State of Iowa, party of the second part, herei	nafter referred	to as the Engineers ,

WITNESSETH: THAT WHEREAS, the Owner is now contemplating construction of certain Court House Sewer Separation, hereinafter referred to as the Project, and

WHEREAS, the Owner has determined it would be appropriate to proceed with design and construction of the Project, and

WHEREAS, the Owner desires to retain the services of the Engineers to provide professional services during design and construction of Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City of Washington retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

- 1. **SCOPE OF PROJECT**. It is understood and agreed upon the Project shall include the following services:
 - a. Gather property ownership information and prepare preliminary easement drawings to indicate alignment impacts on properties along route.
 - b. Topographic and existing utility surveying of the routes including:
 - 1) Along Washington Street between C Avenue and D Avenue.
 - 2) Along D Avenue between Washington Street and Jefferson Street.
 - 3) Along C Avenue between Washington Street and Jefferson Street.
 - 4) Along Jefferson Street between C Avenue and South B Avenue.
 - c. Preliminary design and coordination meetings with the City.
 - d. Final design plans and specifications.
 - e. Engineers estimate of cost.
 - f. Final construction plans and specifications.

- g. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
- h. General construction contract services.
- 2. **DESIGN SURVEYS**. The Engineers shall make all surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.
- **3. COMPENSATION**. The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for design services, design conferences, and preparation of the plans and specifications for the Project shall be hourly not to exceed fee of Twenty-Eight Thousand Dollars (\$28,000).
 - b. The total fee for general services during construction and final review of the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for general services is hourly not to exceed fee of Four Thousand Dollars (\$4,000).
 - c. The total fee for all engineering services for the Project shall not exceed the sum of Thirty-Two Thousand Dollars (\$32,000).
 - d. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "8. COSTS OF PLANS AND SPECIFICATIONS" above as provided in Senate File 2389. The reimbursement of the costs of plans and distribution of plans as required under Senate File 2389 is not included in the fees for services set forth under this Agreement.
 - e. For **EASEMENTS**, a preparation fee of \$500 per easement for 2 easements for an estimated total easement preparation fee of One Thousand Dollars (\$1,000);
- **4. PAYMENT**. The fees shall be due and payable as follows:
 - a. For design, preparation of plans and specifications, general services during construction and final review, and resident review, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.

- **5. LEGAL SERVICES**. The Owner shall provide the services of their Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- **6. SERVICES NOT INCLUDED**. The above-stated fees do not include compensation for the following items:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services relating to negotiating the acquisition of right-of-way and easements, permanent or construction.
 - d. Services related to underground utility replacements and repairs (water main and sanitary sewers and services)
 - e. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
 - f. Materials testing for design, approval and use.
 - g. Grant writing or compliance requirements if funding is secured beyond local requirements and funding.
 - h. Any services associated with construction administration, observation or project closeout for the awarded construction contract.
 - Services associated with construction staking, right-of-way acquisition, right-ofway, easements and services beyond those included in the design of the Project, and condemnation proceedings.
 - j. Soil borings or geotechnical analysis of the project area.

7. DISPUTE RESOLUTION

a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.

- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.
- 8. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by the Engineer or the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost for the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 9. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.
- 10. CHANGES. If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 11. EXTRA WORK. Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications or additional bid lettings in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees plus expenses for personnel engaged in the authorized extra work.

- 12. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 13. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:

General Liability**
Automobile Liability
Excess Liability (Umbrella) **

Excess Liability (Umbrella) **

Workers' Compensation, Statutory Benefits Coverage B

Professional Liability**, *

*5,000,000/5,000,000

Statutory

1,000,000/2,000,000

\$1,000,000/2,000,000

1,000,000

* The Owner is not to be named as an additional insured.

**Occurrence/Aggregate

- **14. TERMINATION**. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 15. ASSISTANTS AND CONSULTANTS. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- **16. ASSIGNMENT**. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF WASHINGTON	ATTEST:
Ву	Ву
VEENSTRA & KIMM, INC.	ATTEST:
ByProject Manager	ByAuthorized Representative

Opinion of Cost for Courthouse Sewer Seperation Washington, Iowa 5/6/2015

No.		Description	Unit	Unit Price C	Quantity	Extended Price
1		DEMONE DANGMENT				
	1.1	REMOVE PAVEMENT	0)/	015.00		***
	1.2	PCC PAVEMENT	SY	\$15.00	1445	\$21,675.00
		HMA PAVEMENT	SY	\$15.00	702	\$10,530.00
_	1.3	BRICK & HMA	SY	\$45.00	236	\$10,620.00
2		REMOVE PCC SIDEWALK	SY	\$10.00	108	\$1,080.00
3		REMOVE PCC DRIVEWAY	SY	\$10.00	90	\$900.00
4		REMOVE INTAKE	EA	\$500.00	13	\$6,500.00
5		PAVEMENT				
	5.1	BASE, STD/S-F PCC, 7"	SY	\$40.00	450	\$18,000.00
	5.2	HMA (3M ESAL) BASE, 1/2"	TONS	\$120.00	351	\$42,120.00
2000	5.3	BRICK	LS	\$4,000.00	1	\$4,000.00
9		MANHOLE, SAN SWR, SW-303, 48"	EACH	\$5,000.00	1	\$5,000.00
10		SAN SWR G-MAIN, TRENCHED, PVC, 8"	LF	\$35.00	41	\$1,435.00
11		SAN SWR F-MAIN/CAS, TRENCHED, PVC, 12"	LF	\$50.00	50	\$2,500.00
12		STORM STRUCTURES				
	12.1	MANHOLE, STORM SWR, SW-401, 48"	EACH	\$5,000.00	1	\$5,000.00
	12.2	INTAKE, SW-501	EACH	\$2,500.00	2	\$5,000.00
	12.3	INTAKE, SW-503	EACH	\$2,500.00	1	\$2,500.00
	12.4	INTAKE, SW-507	EACH	\$2,500.00	1	\$2,500.00
	12.5	INTAKE, SW-511	EACH	\$2,500.00	8	\$20,000.00
	12.6	INTAKE, SW-541	EACH	\$2,500.00	1	\$2,500.00
13		STORM PIPE				1010100
13	13.1	STORM SWR GRAVITY MAIN, TRENCHED, 12"	LF	\$45.00	619	\$27,855.00
	13.2	STORM SWR GRAVITY MAIN, TRENCHED, 15"	LF	\$50.00	807	\$40,350.00
	13.3	STORM SWR GRAVITY MAIN, TRENCHED, HDPE, 12"	LF	\$45.00	413	\$18,585.00
14		STORM SWR ABANDONMENT, FILL+PLUG, LE 36"	LF	\$10.00	100	\$1,000.00
15		SUBDRAIN, TILE, 6"	LF	\$8.00	15	\$120.00
16		CONNECTION TO EXIST INTAKE	Ea	\$500.00	4	\$2,000.00
17		SIDEWALK, PCC, 4"	SY	\$45.00	108	\$4,860.00
18		DRIVEWAY, PCC, 6"	SY	\$45.00	90	\$4,050.00
19		CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
20		TRAFFIC CONTROL		\$15,000.00	i	\$15,000.00
21		MOBILIZATION	LS	\$20,000.00	1	\$20,000.00
22		DRAINAGE BASINS	EACH	\$400.00	5	\$2,000.00
23		12"x6" TEE, SDR 35 PVC	EACH	\$15.00	1	\$15.00
24		SOD	LS	\$1,000.00	i	\$1,000.00

Subtotal Contingency 10%

\$212,600.00

\$193,300.00

\$19,300.00

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF SITLER DRIVE WIDENING FOR THE CITY OF WASHINGTON, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of Washington, Iowa will meet in the Council Chambers at the old Public Library, 120 East Main Street, Washington, Iowa, at 6:00 p.m. on the 16th day of June, 2015, at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of Sitler Drive Widening and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of Washington, Iowa, at City Hall, 215 East Washington Street, Washington, Iowa, until 2:00 p.m. on the 11th day of June, 2015, for the construction of Sitler Drive Widening. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the June 16th City Council Meeting or at such later time and place as then may be fixed.

The nature and extent of the improvements are as follows:

SITLER DRIVE WIDENING

Construction of Sitler Drive Widening including all labor, materials and equipment necessary to construct approximately 3,030 SY of 7" PCC pavement on 6" of Modified Subbase, 6ft wide 4" PCC sidewalk, 15 intakes, storm sewer, and subdrains. Work also includes 1155 LF of 12-inch diameter water main in open cut, valves, valve boxes, hydrants, connections to existing systems, handling of existing utilities, clearing, excavating, backfill, surface restoration, erosion control, seeding, and associated work including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Washington, lowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified. Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check

drawn on a solvent lowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of lowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WASHINGTON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to projects and provisions grown, and coal produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

The City Council reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem for the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) from the date of receiving bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed.

Sitler Drive Widening shall be completed in three phases. Phase 1 includes the intersection of B Ave and the High School Driveway and must be completed by August 7, 2015 before school starts. Phase 2 includes the work from the High School driveway

to Ave E. Phase 3 with E Ave remaining open. Phase 3 is the intersection of Sitler Drive and E Ave. All other work under the contract shall be completed by June 3, 2016, subject to any extensions of time which may be granted by the City Council.

Interim liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each day after August 7th that Phase 1 is not complete. Liquidated damages in the amount of Five Hundred Dollars (\$500) per consecutive calendar day will be assessed for each day that the remaining work remains uncompleted beyond the end of the contract period with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Inclement weather shall not be considered for extension of the contract period.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds, and/or from cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents. but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Coralville, Iowa, which plans and

Notice of Hearing and Letting

specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies are available from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of Washington, Iowa.

CITY OF WASHINGTON, IOWA

Sandra Johnson, Mayor

ATTEST:

Brent Hinson, City Administrator

Opinion of Cost for Sitler Drive Widening Washington, Iowa 5/15/2015

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2101-0850002	CLEAR+GRUBB	UNIT	\$50.00	66	\$3,300.00
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$10.00		, , , , , , , , ,
3	2105-8425005	TOPSOIL, FURN+SPREAD	CY	\$15.00		,,,
4	2115-0100000	MODIFIED SUBBASE	CY	\$35.00		
5	2301-1033070	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	\$35.00		, ,
6	2435-0140148	MANHOLE, STORM SWR, SW-401, 48"	EACH	\$4,000.00	100000000000000000000000000000000000000	
7	2435-0250800	INTAKE, SW-508	EACH	\$4,000.00		50.78
8	2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	LF	\$10.00		10010000
9	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	\$300.00	100000000000000000000000000000000000000	
10	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	\$45.00		
11	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	\$55.00	600	
12	2507-8029000	EROSION STONE	TON	\$50.00	100	\$5,000.00
13	2510-6745850	RMVL OF PAV'T	SY	\$10.00	450	\$4,500.00
14	2511-6745900	RMVL OF SIDEWALK	SY	\$10.00	20	\$200.00
15	2511-7526004	SIDEWALK, PCC, 4"	SY	\$35.00	720	\$25,200.00
16	2511-7528101	DETECTABLE WARNING	SF	\$30.00	84	\$2,520.00
17	2524-9325001	TYPE A SIGN, SHEET ALUM	SF	\$30.00	50	\$1,500.00
18	2524-9325150	INSTALL TYPE A SIGN	EACH	\$50.00	10	\$500.00
19	2526-8285000	CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
20	2528-8445110	TRAFFIC CONTROL	LS	\$5,000.00	1	\$5,000.00
21	2533-4980005	MOBILIZATION	LS	\$20,000.00	1	\$20,000.00
22	2554-0114012	WATER MAIN, TRENCHED, PVC, 12"	LF	\$50.00	1155	\$57,750.00
23	2554-0207012	VALVE, GATE, DIP, 12"	EACH	\$3,000.00	2	\$6,000.00
24	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$5,000.00	2	\$10,000.00
25	2601-2634100	MULCH	ACRE	\$1,000.00	1	\$1,000.00
26	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	\$4,000.00	1	\$4,000.00
27	2602-0000020	SILT FENCE	LF	\$2.00	1000	\$2,000.00
28	2602-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	\$1.00	1000	\$1,000.00
29	2602-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	LF	\$1.00	1000	\$1,000.00

Subtotal

\$456,820.00

Contingency

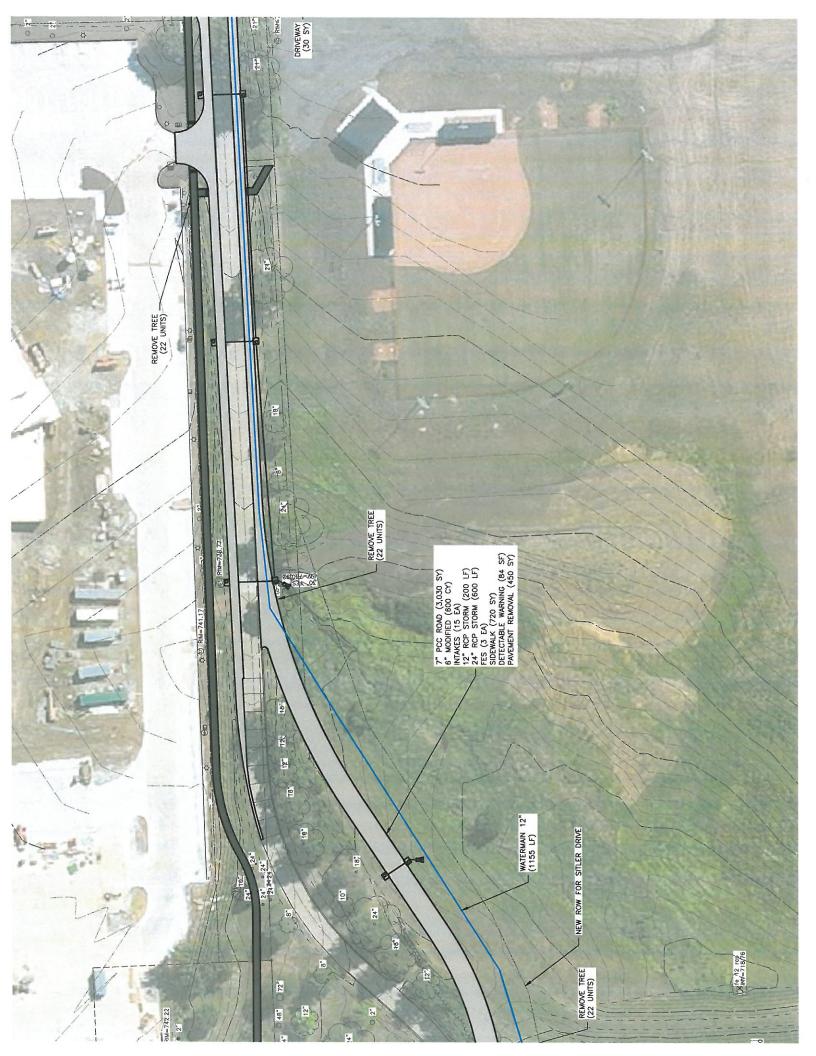
10%

\$45,700.00

Construction Total

\$502,520.00





Form 653.C1

Ending Fund Balance June 30

NOTICE OF PUBLIC HEARING AMENDMENT OF CURRENT CITY BUDGET

The City Council ofWA	SHINGTON in	WASHIN	GTON	County, Iowa
will meet at 120 E. I	MAIN STREET, WAS	HINGTON, IOWA 523	353	County, Iowa
at	6:00 on	05/19/2015		
for the purpose of amounting the	(hour)	(Date)		
,for the purpose of amending the	current budget of the	city for the fiscal year	ending June 30,	2015
by changing estimates of revenue Additional detail is available at the	e and expenditure ap e city clerk's office sh	propriations in the follo owing revenues and e	owing functions for the expenditures by fund	e reasons given. type and by activity
		Total Budget		Total Budget
		as certified	Current	after Current
Barrania & Other		or last amended	Amendment	Amendment
Revenues & Other Financing Source	es es			
Taxes Levied on Property	1	3,283,612		3,283,612
Less: Uncollected Property Taxes-Levy Ye				(
Net Current Property Taxes	3	3,283,612	0	3,283,612
Delinquent Property Taxes TIF Revenues	4	. 0		(
Other City Taxes	5	215,280		215,280
	6	748,521		748,521
Licenses & Permits	7	120,000		120,000
Use of Money and Property	8	135,973		135,973
Intergovernmental	9	1,444,522	328,662	1,773,184
Charges for Services	10	4,654,389		4,654,389
Special Assessments	11	35,500		35,500
Miscellaneous Other Financia - C	12	12,600	80,384	92,984
Other Financing Sources	13	6,768,924	1,529,776	8,298,700
Total Revenues and Other Sources	14	17,419,321	1,938,823	19,358,144
Expenditures & Other Financing Use	<u>s</u>			
Public Safety	15	1,757,569	3,000	1,760,569
Public Works	16	1,645,372	383,500	2,028,872
Health and Social Services	17	0		0
Culture and Recreation	18	832,773	27,664	860,437
Community and Economic Development	19	19,570		19,570
General Government	20	720,121	113,086	833,207
Debt Service	21	950,458		950,458
Capital Projects	22	1,171,823	83,002	1,254,825
Total Government Activities Expenditures		7,097,686	610,251	7,707,937
Business Type / Enterprises	24	6,726,548	19,776	6,746,324
Total Gov Activities & Business Expendi Transfers Out		13,824,234	630,028	14,454,262
Transfers Out Total Expenditures/Transfers Out	26	4,418,924	1,499,776	5,918,700
Excess Revenues & Other Sources Over	27	18,243,158	2,129,804	20,372,962
Under) Expenditures/Transfers Out Fisc	al Year 28	-823,837	-190,981	-1,014,818
Beginning Fund Balance July 1	29	5,372,892	0	5 372 802

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

30

Underbudgeted for utilites, telecommunications, and library repairs, fiscal year carry over of several capital projects and amendment for increased LOST revenue.

5,372,892

4,549,055

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

Illa Earnest, City Clerk	
City Clerk/ Finance Officer Name	

0

-190,981

5,372,892

4,358,074

92-887

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

	To the Auditor of	WASHINGTON	County, lowa:
The City Council of	WASHINGTON	in said County/Counties met on	05/19/2015
		nich accompanies this certificate and is ce	
	ng up the proposed amendme	nt, it was considered and taxpayers were	heard for and against
the amendment.			
The Court I of the L			
		e heard and considering the statements r	
		the budget and modifications proposed	at the hearing, if any.
thereupon, the following	ng resolution was introduced.		
		RESOLUTION No.	
A RESOLUTION	AMENDING THE CURRENT BUT	DGET FOR THE FISCAL YEAR ENDING JUI	NE: 2015
AREOGEOTION	(AS AMENDED LAST ON)	NE
Be it Resolved by th	e Council of the City of	WASHINGTON	
	llowing notice published	5/21/2015	
and the public hearing he		current budget (as previously amended) is	s amended as set out
herein and in the detail by		poorts this resolution which was consider	

	- IPACONIA	Total Budget		Total Budget
		as certified	Current	after Current
		or last amended	Amendment	Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,283,612	0	3,283,612
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,283,612	0	3,283,612
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	215,280	0	215,280
Other City Taxes	6	748,521	0	748,521
Licenses & Permits	7	120,000	0	120,000
Use of Money and Property	8	135,973	0	135,973
Intergovernmental	9	1,444,522	328,662	1,773,184
Charges for Services	10	4,654,389	0	4,654,389
Special Assessments	11	35,500	0	35,500
Miscellaneous	12	12,600	80,384	92,984
Other Financing Sources	13	6,768,924	1,529,776	8,298,700
Total Revenues and Other Sources	14	17,419,321	1,938,823	19,358,144
Expenditures & Other Financing Uses				
Public Safety	15	1,757,569	3,000	1,760,569
Public Works	16	1,645,372	383,500	2,028,872
Health and Social Services	17	0	0	0
Culture and Recreation	18	832,773	27,664	860,437
Community and Economic Development	19	19,570	0	19,570
General Government	20	720,121	113,086	833,207
Debt Service	21	950,458	0	950,458
Capital Projects	22	1,171,823	83,002	1,254,825
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Total Gov Activities & Business Expenditures	25	13,824,234	630,028	14,454,262
Transfers Out	26	4,418,924	1,499,776	5,918,700
Total Expenditures/Transfers Out	27	18,243,158	2,129,804	20,372,962
Excess Revenues & Other Sources Over				
(Under) Expenditures/Transfers Out Fiscal Year	28	-823,837	-190,981	-1,014,818
Beginning Fund Balance July 1	29	5,372,892	0	5,372,892
Ending Fund Balance June 30	30	4,549,055	-190,981	4,358,074

	Passed this	(Day)	day of	(Month/Year)	
-6/10-1	Signature			Signature	
	City Clerk/Finance Officer			Mayor	

RESOLUTION NO.

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, under the oversight of the City Engineer, the City Engineering Technician has prepared plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as "2015 Seal Coat Project"; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 19th day of May, 2015.

	Sandra Johnson, Mayor
ATTEST:	
Illa Earnest, City Clerk	

2015 Sealcoat Project - List of Streets

SECTION #	NAME	LOCATION
22	14TH ST	MARION: IOWA
28	14TH ST	7TH AVE: 8TH AVE
41	12TH ST	6TH AVE : 7TH AVE
42	12TH ST	7TH AVE : 8TH AVE
63	10TH ST	6TH AVE : 7TH AVE
64	10TH ST	7TH AVE : 8TH AVE
67	9TH ST	4TH AVE: 5TH AVE
71	8TH ST	DEAD END: C AVE
73	8TH ST	C AVE : B AVE
74	8TH ST	B AVE : MARION
75	8TH ST	MARION: IOWA
76	8TH ST	IOWA: 2ND AVE
106	6TH ST	C AVE : B AVE
108	6TH ST	MARION: IOWA
110	6TH ST	2ND AVE: 3RD AVE
111	6TH ST	3RD AVE: 4TH AVE
208	MAIN ST	CITY LIMITS: +300LF
209	MAIN ST	+300LF: +600LF
210	MAIN ST	+600LF: +900LF
211	MAIN ST	+900LF : HWY 92
347	ADAMS ST	9TH AVE : 10TH AVE
348	ADAMS ST	10TH AVE: 11TH AVE
349	ADAMS ST	11TH AVE: 12TH AVE
375	VAN BUREN ST	13TH AVE: 14TH AVE
395	TAYLOR ST	13TH AVE : 14TH AVE
401	TYLER ST	B AVE : +300LF
402	TYLER ST	+300LF : IOWA AVE
407	TYLER ST	8TH AVE : 9TH AVE
414	CEMETARY ST	W OF CEM. PARKING
415	PARKING LOT	CEMETARY OFFICE AREA
416	CEMETARY ST	S. OF CMTRY PARKING LOT
491	N. AVE H	3RD ST : 2ND ST
492 508	N. AVE H	2ND ST : MAIN ST
518	AVE E	JEFFERSON : MADISON
519	AVEE	LINCOLN: +300LF
520	AVE E	+300LF : +600LF
532	AVE E	+600LF : CITY LIMITS
533	AVE D AVE D	VAN BUREN : +300LF
748	6TH AVE	+300LF : TYLER
780	7TH AVE	7TH ST : 6TH ST
784	7TH AVE	WASHINGTON: JEFFERSON
785	7TH AVE	ADAMS : +300LF +300LF : VAN BUREN
800	8TH AVE	HARRISON : TAYLOR
801	8TH AVE	TAYLOR : TYLER
803	9TH AVE	2ND ST : MAIN ST
819	10TH AVE	3RD ST : 2ND ST
828	11TH AVE	3RD ST : 2ND ST
862	13TH AVE	HARRISON : TAYLOR
865	14TH AVE	MAIN: WASHINGTON
868	14TH AVE	ADAMS: +300LF
869	14TH AVE	+300LF : VAN BUREN
870	14TH AVE	VAN BUREN : HARRISON
871	14TH AVE	HARRISON : TAYLOR
872	15TH AVE	3RD ST : 2ND ST
873	15TH AVE	2ND ST : MAIN ST
874	15TH AVE	MAIN: WASHINGTON
883	SHOP	NORTH SIDE
885	SHOP	WEST SIDE

RESOLUTION NO
A RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
WHEREAS, the construction project known as "2015 Seal Coat Project" has been designed and publicized for bid; and
WHEREAS, the City Council has approved the plans, specifications, form of contract and estimate of cost:
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA:
Section 1. That the following bid for the construction of certain public improvements described in general as "2015 Seal Coat Project", described in the plans and specifications heretofore adopted by this Council on May 19, 2015, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:
Contractor: L.L. Pelling Company, Inc.
Amount of Bid:\$99,088.30
Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements.

Sandra Johnson, Mayor

PASSED AND APPROVED, this 19th day of May, 2015.

ATTEST:

Illa Earnest, City Clerk

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



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

Memorandum

May 15, 2015

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

From: Brent Hinson

City Administrator

Re: Sitler Drive Dedication Agreement/Quit Claim Deed

As the Council is aware, V&K has been designing improvements to Sitler Drive between Avenue E and Avenue B, with construction expected to occur later this year. Due to the narrow right-of-way of Sitler Drive and a number of mature trees along the curve headed west toward Avenue E, V&K came up with the concept of creating a boulevard on that curved portion. This idea required Washington Schools to deed a small parcel of land to the City for use as road right-of-way. I am pleased to pass on that the Board of Education unanimously approved the gifting of this right-of-way to the City at its May 13 meeting.

I have attached the Dedication Agreement which has already been approved by the Board of Education. Included as exhibits to this agreement are a Quit Claim Deed and the draft survey of the parcel to be deeded. I have also attached a concept drawing showing how the boulevard and new sidewalk would be laid out. Please note that the City will bear all administrative, legal, engineering and construction costs of the project, with the exception of the annual contribution previously approved by the Board of Education.

RESOLUTION	NO.		
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RESOLUTION APPROVING A DEDICATION AGREEMENT

WHEREAS, the Washington Community School District has agreed to deed a piece of property to the City of Washington as described in the attached Dedication Agreement; and

WHEREAS, the City intends to utilize this property as additional road right-of-way to facilitate the construction of improvements to Sitler Drive in calendar year 2015:

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

Section 1. On behalf of the City of Washington, the Mayor and Clerk are authorized to sign the attached Dedication Agreement for the acquisition of real estate, as described in the attached documents, from the Washington Community School District.

Section 2. It is understood that this property is gifted to the City of Washington with the understanding that the City will assume all direct legal or administrative costs that may be necessary to process this transaction.

PASSED AND APPROVED this 17th day of May, 2015.

ATTEST:	Sandra Johnson, Mayor	
ATTEST.		
Illa Earnest, City Clerk		

DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT (the "Agreement") is entered into by and between the City of Washington, Iowa, a municipal corporation, 215 E. Washington Street, Washington, Iowa 52353 (hereafter the "City"); and the Washington Community School District, a school corporation, 1111 S. B Avenue, Washington, Iowa 52353 (hereafter referred to as "School").

WHEREAS, the School recently completed an expansion project along Sitler Drive in the City and has previously agreed to pay the City \$14,250 annually to make certain street improvements, among said streets, Sitler Drive; and

WHEREAS, as part of the improvements in the area, the City is preparing to make Sitler Drive into a boulevard section street (the "Project"); and

WHEREAS, in order to construct the Project, the City needs to acquire additional right-of-way from the School for the Project.

NOW, THEREFORE, for the mutual covenants and promises contained herein, the parties agree as follows:

- 1. The City shall prepare a Quit Claim Deed, the form of which is attached as Exhibit "A" and incorporated into this agreement by this reference.
- 2. The School shall execute said Quit Claim Deed and return the same to the City for recording.
- 3. The City shall pay all costs of engineering and recording for this proposed dedication.
- 4. The City intends to construct the improvements in calendar year 2015.

, 2015.
CITY:
Sandra Johnson, Mayor
ATTEST:
Illa Earnest, City Clerk

Return To: City of Washington, Iowa 215 E. Washington Street, Washington, Iowa 52353 **Preparer:** Kevin D. Olson, 1400 5th Street, P.O. Box 5127, Coralville, IA 52241, (319) 351-2277

Taxpayer: City of Washington, 215 E. Washington Street, Washington, Iowa 52353

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Washington Community Schools, an Iowa school corporation does hereby Quit Claim to the City of Washington, Iowa, a municipal corporation, all our right, title, interest, estate, claim and demand in the following described real estate in WASHINGTON County, Iowa:

Part of Lot 1 of the Auditor's Subdivision of the NW 1/4 SW 1/4 of Section 2	0, Township 75
North, Range 7 West of the 5th P.M., City of Washington, Washington Coun-	ty, Iowa, and more
particularly described on that certain Plat of Survey recorded in Book	at page,
Records of the Washington County Recorder.	

There is no consideration for this deed and therefore is exempt from the filing of a declaration of value or groundwater hazard statement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated:	

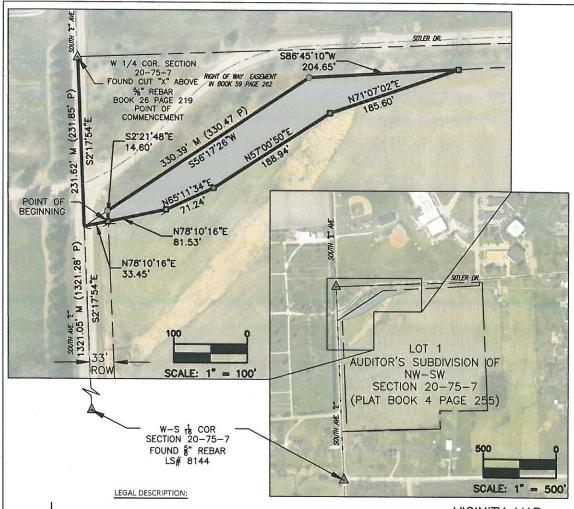
	WASHINGTON COMMUNITY SCHOOLS:
	By:Eric Turner, Board President
	ATTEST:
	By:
STATE OF IOWA)	SS
COUNTY OF WASHINGTON)	
This instrument was acknowled Eric Turner and Jeff Dieleman, as Pres Washington Community Schools.	dged on this day of, 2015, by ident and Secretary of the Board of Directors of
Notary	y Public

VEENSTRA & KIMM, INC. HUNOS 0 85

203 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054

712-943-5055

CRAIG W. BEEDLE L.S. #17913



PART OF LOT 1 OF THE AUDITOR'S SUBDIVISION OF THE NW

✓ - SW

✓ OF SECTION 20 TOWNSHIP 75 NORTH RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WASHINGTON, WASHINGTON COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W ¼ CORNER SECTION 20-75-7 THENCE S2°17'54"E (AN ASSUMED BEARING) ALONG THE WEST LINE OF SECTION 20, 231.62 FEET; THENCE N78°10'16"E, 33.45 FEET TO THE EAST R.O.W. LINE OF SOUTH AVE. "E" AND THE POINT OF BEGINNING; THENCE N78°10'16"E, 81.53 FEET; THENCE N65°11'34"E, 71.24 FEET; THENCE N57°00'50"E, 188.94 FEET; THENCE N71°07'02"E, TO THE SOUTH R.O.W. LINE OF SITLER DRIVE, 185.60 FEET; THENCE S86°45'10"W ALONG THE SOUTH R.O.W. LINE OF SITLER DRIVE, 204.65 FEET; THENCE S56°17'26"W ALONG THE SOUTH R.O.W. LINE OF SITLER DRIVE TO THE EAST R.O.W. LINE OF SOUTH AVE. "E", 330.39 FEET; THENCE \$2*21'48"E ALONG THE EAST R.O.W. LINE OF SOUTH AVE. "E", 14.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL SUBJECT TO UTILITY AND RIGHT OF WAY EASEMENTS OF RECORD. SAID DESCRIPTION CONTAINS 21056 S.F. (0.483 ACRES).

SECTION CORNER FOUND (AS

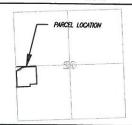
LEGEND

- NOTED) SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
 FOUND MONUMENT
- (5/8" IRON PIN CAP #14416)
 SET MONUMENT (5/8" IRON PIN W/
 YELLOW CAP #17913)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

CRAIG W. BEEDLE, L.S. #17913 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015 PAGES COVERED BY SEAL _1_





SECTION 20-75-7 WASHINGTON, IOWA





PLAT OF S FOR THE CITY OF WASHINGTO

SURVEY WASHINGTON ON, IOWA	NOTES:	SCALE AS NOTED	DWG. NO.
	SURVEY PREFORMED	DRAWN AMG	***
	MARCH 2015	CHECKED CHB	
		APPROVED CNB	1
		DATE 04/24/15	15
		A.C.	
Sergeant Bluff, Iowa 51054 (FAX) 877-241-8009 (WATS)		DATE	PROJECT 24646

VEENSTRA & KIMM, INC.

203 Sergeant Square Drive, Suite B 712-943-5055 712-943-506 712-943-5088

RESOL	UTION	NO.	

A RESOLUTION APPROVING OFFERS TO BUY REAL ESTATE AND ACCEPTANCES

WHEREAS, the City Council authorized the City Administrator to negotiate the purchase of a certain properties located at 216 and 220 East Jefferson Street for future City use; and

WHEREAS, the City Administrator has conducted such negotiations and reached accepted offers with the property owners:

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

Section 1. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for 216 East Jefferson Street with Alfredo Cuevas and Maria del Rosario Alarcon.

Section 2. The City Council hereby approves the attached Offer to Buy Real Estate and Acceptance for 220 East Jefferson Street with Amanda Goldsmith.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 19th day of May, 2015.

ATTEST:	Sandra Johnson, Mayor	
Illa Earnest, City Clerk	-	

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Alfredo Cuevas and Maria del Rosario Alarcon, husband and wife (hereinafter collectively the "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by their acceptance, agree to sell all of Owner's property located 216 E. Jefferson Street in Washington, said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record (the "Property"). The property is legally described as:

Lot Number Seven (7), in Block Number Twenty (20), in the Original Plat of the town of Washington, now city, in Washington County, Iowa.

The exact legal description of the Property shall be obtained from the abstract of title.

- 1. **Purchase Price/Time for Acceptance.** City shall pay to Owner the sum of \$55,500.00 for the Property, and the method of payment shall be \$10,000.00 down with this offer and the balance of the Purchase Price to be paid at the closing. This offer shall be come null and void if not accepted and delivered to City no later than 5:00 p.m. on Thursday, May 14, 2015.
- 2. **Real Estate Taxes.** Owner shall pay all real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.
- 3. **Risk of Loss and Insurance.** Owner shall bear the risk of loss or damage to the Property prior to closing and possession. Owner agrees to maintain existing insurance and City may purchase additional insurance. In the event of substantial damage or destruction prior to closing, Buyer may have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Property shall be deemed damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
- 4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before September 30, 2015, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.
- 5. **Condition of Property.** The Property as of the date of this Agreement will be preserved by Owner in its present condition until closing. Owner makes no warranties, express or implied, as to the condition of the Property.

- 6. Abstract and Title. Owner, at Owner's expense, shall deliver to City, at its expense an abstract of title to the Property continued through the date of acceptance of this Agreement. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner, including transfers by or the death of Owner or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
- 7. Environmental Matters. Owner warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Owner has done nothing to contaminate the Property with hazardous wastes or materials. Owner warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Owner shall also provide the City with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Property, the City has the right to cancel this Agreement. If there exists any abandoned wells, the City may require Owner to cap the well in accordance with all applicable laws and regulations.
- 8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed, groundwater hazard statement and declaration of value for signature by Owner at the closing.
- 9. Use of Purchase Price. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others. Owner shall pay the real estate transfer tax associated with this transaction and the City shall pay the costs of recording the documents.
- 10. **Approval of Court.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by September 1, 2015, either party may declare this Agreement null and void, and all payments made hereunder shall be made to the City.
- 11. Remedies of the Parties.

- A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Owner may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.
- C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.
- 12. **Notice.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

Brent Hinson, City Administrator City of Washington, Iowa 215 E. Washington Street Washington, Iowa 52353

For the Owner:

Alfredo Cuevas 216 E. Jefferson Street Washington, Iowa 52353

- 13. **General Provisions.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
- 14. **Real Estate Agent or Broker.** Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.

- 15. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.
- 16. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.
- 17. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.
- 18. Salvage rights. The Owner shall have the right to salvage any of the items from the house prior to closing. Any items remaining as of the date of closing shall become the property of the City. Further, Owner expressly agrees that any debris or personal property of the Owner shall be removed prior to closing and that if not removed, the City will charge the Owner for the removal of said debris and items of personal property.

OFFER dated this day of	, 2015.	
CITY:		
Sandra Johnson, Mayor		
ATTEST:		
Illa Earnest, City Clerk		
OFFER ACCEPTED on this day of	, 2015.	
OWNER: Alfredo Cuevas Alfredo Cuevas	SSN:	
Mana R Morcon Maria del Rosario Alarcon	SSN:	

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Amanda Goldsmith, a single person (hereinafter the "Owner")

The undersigned Buyers, City of Washington, Iowa (hereinafter "City"), hereby offer to buy and Owner, by their acceptance, agree to sell all of Owner's property located 220 E. Jefferson Street in Washington, said tract of real property situated in Washington County, Iowa, subject to easements and restrictions of record (the "Property").

The exact legal description of the Property shall be obtained from the abstract of title.

- 1. **Purchase Price/Time for Acceptance.** City shall pay to Owner the sum of \$37,500.00 for the Property, and the method of payment shall be \$5,000.00 down with this offer and the balance of the Purchase Price to be paid at the closing. This offer shall be come null and void if not accepted and delivered to City no later than 5:00 p.m. on Friday, May 15, 2015.
- 2. **Real Estate Taxes.** Owner shall pay all real estate taxes that are due and a pro-rata share of all of the real estate taxes that have accrued as of the date of closing.
- 3. **Risk of Loss and Insurance.** Owner shall bear the risk of loss or damage to the Property prior to closing and possession. Owner agrees to maintain existing insurance and City may purchase additional insurance. In the event of substantial damage or destruction prior to closing, Buyer may have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Property shall be deemed damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
- 4. **Possession and Closing.** If City timely performs all of its obligations, possession of the Property shall be delivered to City on or before September 30, 2015, and any adjustments for rent, insurance, interest and all charges attributable to Owner's possession shall be made as of the date of possession. Closing shall occur after the approval of title by City pursuant to Paragraph 6 below. Owner shall permit the City to inspect the property prior to closing to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of the title transfer documents to City and receipt of all funds then due at closing from the City under this Agreement.
- 5. Condition of Property. The Property as of the date of this Agreement will be preserved by Owner in its present condition until closing. Owner makes no warranties, express or implied, as to the condition of the Property.
- 6. **Abstract and Title.** Owner, at Owner's expense, shall deliver to City, at its expense an abstract of title to the Property continued through the date of acceptance of this Agreement. It shall show marketable title in Owner in conformity with this Agreement, Iowa law and title standards of the Iowa Bar Association. Owner shall make every reasonable effort to promptly perfect title. If closing is delayed due to Owner's inability to provide marketable title, this

Agreement shall continue in full force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become property of the City when the Purchase Price is paid in full. Owner shall pay the costs of additional abstracting and title work due to any act or omission of Owner, including transfers by or the death of Owner or assignees. The abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

- 7. Environmental Matters. Owner warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Owner has done nothing to contaminate the Property with hazardous wastes or materials. Owner warrants that the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Owner shall also provide the City with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property. In the event that there exists any hazardous materials or substances, solid waste disposal sites or underground storage tanks on the Property, the City has the right to cancel this Agreement. If there exists any abandoned wells, the City may require Owner to cap the well in accordance with all applicable laws and regulations.
- 8. **Deed.** Upon payment of the Purchase Price, Owner shall convey the Property to the City by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances permitted by the City. City shall prepare the deed, groundwater hazard statement and declaration of value for signature by Owner at the closing.
- 9. Use of Purchase Price. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens, payoff the current real estate contract and to acquire outstanding interests, if any, of others. Owner shall pay the real estate transfer tax associated with this transaction and the City shall pay the costs of recording the documents.
- 10. **Approval of Court.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by September 1, 2015, either party may declare this Agreement null and void, and all payments made hereunder shall be made to the City.

11. Remedies of the Parties.

A. If the City fails to timely perform under this Agreement, Owner may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited, or, at Owner's option, upon thirty days written notice of intention to accelerate the entire balance because of the City's default (during which thirty days the default is not corrected), Owner may

declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

- B. If Owner fails to timely perform this Agreement, the City has the right to all payments made returned to the City.
- C. Owner and the City are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorneys fees.
- 12. **Notice.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, address to the parties at the addresses given below.

For City of Washington:

Brent Hinson, City Administrator City of Washington, Iowa 215 E. Washington Street Washington, Iowa 52353

For the Owner:

Amanda Goldsmith 220 E. Jefferson Street Washington, Iowa 52353

- 13. General Provisions. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. The Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Owner and the City. Paragraphs and headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
- 14. **Real Estate Agent or Broker.** Both parties acknowledge and agree that neither party to this Agreement is using the services of a real estate agent or broker.
- 15. **Inspection/Testing.** During the term of this Agreement, the City may enter the premises for testing, surveying, inspection and will indemnify Owner for said entry. City agrees to give the Owner at least 24 hours notice before entering the Property.

- 16. **No condemnation.** The City hereby expressly agrees that it will not use its power of eminent domain to acquire this Property should voluntary negotiations fail to come to an agreement.
- 17. **City Council approval required.** Both parties acknowledge that this Agreement is not binding upon the City without first having been approved by the Washington City Council as required by law.
- 18. **Salvage rights.** The Owner shall have the right to salvage any of the items from the house prior to closing. Any items remaining as of the date of closing shall become the property of the City. Further, Owner expressly agrees that any debris or personal property of the Owner shall be removed prior to closing and that if not removed, the City will charge the Owner for the removal of said debris and items of personal property.

OFFER dated this day of	, 2015.	
CITY:		
Sandra Johnson, Mayor		
ATTEST:		
Illa Earnest, City Clerk		
OFFER ACCEPTED on this 15 day of _	May , 2015.	
OWNER:	•	
Amanda Goldsmith	SSN:	

RESOL	UTION	NO.	

A RESOLUTION ADOPTING A RECREATION SERVICES AGREEMENT

WHEREAS, the YMCA of Washington County has provided recreational programming services to residents of Washington for many years, in lieu of the City offering any such services; and

WHEREAS, the City has provided funding to the YMCA each year in support of said services; and

WHEREAS, the City and the YMCA find it desirable to have an agreement detailing in writing this arrangement; and

WHEREAS, both the YMCA Board and the Washington Park Board have reviewed and approved the agreement for final consideration by the City Council:

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

Section 1. The attached Recreation Services Agreement is hereby adopted.

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

PASSED AND APPROVED this 19th day of May, 2015.

ATTEST:	Sandra Johnson, Mayor	
TITLEST.		
Illa Earnest, City Clerk		

RECREATION SERVICES AGREEMENT

THIS RECREATION SERVICES AGREEMENT entered into by and between the City of Washington, Iowa, an Iowa municipal corporation, 215 E. Washington Street, Washington, Iowa 52353, hereafter referred to as the "City;" and the Young Men's Christian Association of Washington County, Inc., an Iowa nonprofit corporation, 121 E. Main Street, Washington, Iowa 52353, hereafter referred to as "YMCA."

WHEREAS, the City does not currently have a Recreation Department and subsequently contracts with the YMCA to provide recreation services for its citizens; and

WHEREAS, the YMCA and the City have negotiated a three-year agreement whereby the YMCA would continue to offer recreational services on behalf of the citizens of Washington.

NOW, THEREFORE, the Parties agree as follows:

A. Services Provided by YMCA.

- 1. The YMCA shall provide at least the recreational services listed below during the duration of this Agreement (the "Services"). The YMCA shall have the right to make necessary changes to programming and this is not to be construed to be a comprehensive list of youth programs offered by the YMCA; however, the programs listed below shall not be discontinued without Park Board approval:
 - Flag Football
 - T-Ball
 - Youth & Adult Soccer
 - Youth & Adult Basketball
 - Youth Softball
 - Youth Baseball
 - Track
 - Youth & Adult Volleyball
 - Day Camp
 - Other programs as may be approved by the YMCA CEO
- 2. The City shall allow the YMCA access to City-owned facilities, at no additional cost to YMCA, for the purpose of providing the Services contemplated by this Agreement. As a condition of this Agreement, the YMCA and City reaffirm their commitment to the jointly

operated soccer field complex as detailed in the October 2013 Shared Use Agreement between the parties.

B. Compensation for Services.

1. <u>Compensation.</u> As compensation for providing the Services, the City shall pay to the YMCA the following amounts:

FY 2016 (July 1, 2015-June 30, 2016):	\$22,000.00
FY 2017 (July 1, 2016-June 30, 2017):	\$27,000.00
FY 2018 (July 1, 2017-June 30, 2018):	\$32,000.00

2. <u>Payment method.</u> The City shall pay to the YMCA, on or before each December 15 and June 15 during the duration of this Agreement, one-half of the annual compensation as described in paragraph (B)(1) above. Said payment shall be delivered to the place listed in Section E below, or made available for retrieval at City Hall at the election of the YMCA.

C. Insurance.

- 1. <u>Workers' Compensation.</u> YMCA will provide and maintain workers' compensation insurance on all of the YMCA's employees whom are providing the Services contemplated under this Agreement.
- 2. <u>Liability Insurance.</u> YMCA shall maintain at all times during the Term of this Agreement for the protection of the City and YMCA comprehensive or commercial general bodily injury and property damage liability insurance in an amount of not less than \$1 million for each occurrence. Said insurance policies shall name the City as an additional insured. YMCA shall provide to the City a certificate of insurance evidencing such policies with a thirty (30) day notice of cancellation.

D. Term and Termination of Agreement.

1. <u>Term of Agreement.</u> The term ("Term") of this Agreement shall commence on July 1, 2015 and shall continue until June 30, 2018. In the event this Agreement is not terminated pursuant to subparagraphs (2) or (3) below, the Agreement will remain in full force and effect on a year by year basis after June 30, 2018 at the FY2018 payment level, until terminated by either party in accordance with Sections 6.2 or 6.3 below.

- 2. <u>Termination of Agreement for Convenience.</u> This Agreement shall remain in full force and effect unless terminated by either party by giving written notice to the other party no later than November 30th of the year in which the Agreement is in operation.
- 3. <u>Notice of Default; Termination for Breach.</u> In the event that either party breaches any term of this Agreement, the non-breaching party may send a Notice of Default to the breaching party giving the breaching party fourteen (14) calendar days to cure said default. In the event that said default is not cured within fourteen days or any extension given by the nonbreaching party, this Agreement shall terminate.

In the event of termination under this subparagraph (3), the breaching party shall pay all reasonable costs and attorneys' fees required to terminate said Agreement or litigate the breach in a court of competent jurisdiction.

E. Miscellaneous Provisions.

1. <u>Notices.</u> All notices required under this Agreement shall be in writing and shall be sent certified mail, return receipt requested, or via hand delivery as follows:

To the City:

City Administrator

City of Washington, Iowa

215 East Washington Street Washington, Iowa 52353

To the YMCA:

Executive Director

Y.M.C.A. of Washington, Iowa

121 East Main Street Washington, Iowa 52353

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is mailed in accordance herewith shall be deemed received when the Notice is deposited with the United States Postal Service, postage prepaid. In the event of hand delivery, the Notice shall be deemed delivered when the hand delivery is made to the address listed above.

- 2. <u>No partnership or joint venture.</u> Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City on the one part, and the YMCA, its successors or assigns, on the other part.
- 3. <u>Amendment.</u> This Agreement shall not be amended or changed except by a written instrument executed by both parties.

4. <u>Indemnification</u>. The YMCA and City agree to fully indemnify, defend, save and hold the other party, their officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the other party while performing these Services. This mutual indemnification shall not apply to acts or omissions by either party that are deemed intentional or reckless acts or omissions.

5. Authority to Enter Agreement.

- (a) In order to induce the YMCA to enter into this Agreement, the City represents and warrants that the execution of this Agreement is permitted by the statutory and constitutional authority of the City, and this Agreement has been duly authorized, executed and delivered, and will, throughout the Term of this Agreement, constitute a legal, valid and binding obligation of the City enforceable in accordance with the terms hereof.
- (b) In order to induce the City to enter into this Agreement, the YMCA represents and warrants that the execution of this Agreement is permitted by the Articles of Incorporation and the Bylaws of YMCA, and this Agreement is duly authorized, executed and delivered, and throughout the Term of this Agreement, constitutes a legal, valid and binding obligation of the YMCA enforceable in accordance with the terms hereof.
- 6. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior understandings and writings with respect to such matters, and may be changed or supplemented only by a writing executed by both parties.
- 7. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together, shall constitute one and the same agreement.
- 8. <u>Governing Law.</u> This Agreement shall be interpreted in accordance with the laws of the State of Iowa and any litigation commenced to enforce any of the terms of this Agreement shall be filed in the Iowa District Court for Washington County or the Federal District Court for the Southern District of Iowa.
- 9. <u>Binding Effect.</u> This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

Dated this 15th day of	, 2015.
YMCA:	CITY:
By: Ale Abel Edie Nebel, Board President	Sandra Johnson, Mayor
	ATTEST:
By: Bocky Harkema Executive Director	Illa Farnest City Clerk

ORD	INANCE	NO.	

AN ORDINANCE AMENDING SECTION 92, WATER RATES, SECTION 99, SEWER USER CHARGE AND SECTION 106, COLLECTION OF SOLID WASTE

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

SECTION 1. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 92.02, titled, "Rates for Service", is hereby amended to read as follows by amending Section 92.02(2):

- **"92.02 RATES FOR SERVICE.** Water service shall be furnished at the following rates with the City:
 - 2. Usage Rates. Customers shall be charged for water usage in accordance with the following rate schedule:

(Code of Iowa, Sec. 384.84[1])

Cubic Feet Used Per Month
Rate
All Usage \$3.48 per 100 cubic feet

SECTION 2. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 99.05, titled, "Rates for Service", is hereby amended to read as follows by amending Section 99.05(1) and (2):

"99.05 CHARGES. The monthly sewer use charge shall be in accordance with the following:

- 1. Non-Residential Customers.
 - A. For each water meter of every nonresidential property receiving municipal sewer service using 1,400 cubic feet or less of water, with or without a water meter, the charge shall be an amount equal to the sum of \$30.00 per month plus \$3.47 per 100 cubic feet of water used.
 - B. For each water meter of every nonresidential property receiving municipal sewer service using between 1,401 and 15,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$60.00 per month plus \$3.47 per 100 cubic feet of water used.
 - C. For each water meter of every nonresidential property receiving municipal sewer service using between 15,001 and 100,000 cubic feet of water, with or without a water meter, the charge shall be an amount equal

to the sum of \$120.00 per month plus \$3.47 per 100 cubic feet of water used.

- D. For each water meter of every nonresidential property receiving municipal sewer service using more than 100,001 cubic feet of water, with or without a water meter, the charge shall be an amount equal to the sum of \$240.00 per month plus \$3.47 per 100 cubic feet of water used.
- 2. Residential Customers. For each water meter of every residential property (including multiple-family residential properties) receiving municipal sewer service, with or without a water meter, the charge shall be an amount equal to the sum of \$30.00 per month per dwelling unit plus \$3.47 per 100 cubic feet of water used."

SECTION 3. The Code of Ordinances of the City of Washington, Iowa, 2014, Section 106.08, titled, "Collection Fees", is hereby amended to read as follows by amending Section 106.08(1):

"106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefore in accordance with the following:

1. Fees.

- A. The fee for solid waste collection and disposal service used or available, for each residential premise, is six dollars (\$6.00) per month.
- B. The fee for the identification stickers for disposable containers is one dollar and seventy-five cents (\$1.75) each.
- C. The fee for the annual identification sticker for reusable containers is eighty-five dollars (\$85.00) per year prorated monthly."

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

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

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council	on the	day of	, 2015.
ATTEST:	Sandra	a Johnson, Mayor	
ATEST.			
Illa Earnest, City Clerk			
Approved on First Reading: Approved on Second Reading:	779		
Approved on Third & Final Reading:			
I certify that the foregoing was published as Ordin of, 2015.	nance No.	on the	day
City	Clerk	**	

DINANCE NO.	RDINANCE N
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AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 65.02 "SPECIAL STOPS REQUIRED"- S. 12TH AVENUE AND EAST ADAMS STREET

REQUIRED"- S. 12 TH AVENUE AND EAST ADAMS STREET				
BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:				
SECTION 1. <u>Delete Phrase.</u> Section 65.02, "Shereby repealed.	pecial Stops Required", Paragraph 21 is			
SECTION 2. <u>Add Phrase.</u> Section 65.02, "Special Stops Required", New Paragraph 21 "East Adams Street and South 12 th Avenue (northbound stop)."				
SECTION 3. <u>Repealer</u> . All ordinances or parts provisions of this Ordinance are hereby repealed				
SECTION 4. <u>Effective Date.</u> This Ordinance approval and publication as provided by law.	shall be in effect after its final passage,			
Passed and approved this day of,	, 2015.			
Attest:	ndra Johnson, Mayor			
Illa Earnest, City Clerk				
Approved on Coond Danding				
I certify that the foregoing was published as Ord of , 2015.	dinance No on the day			

City Clerk

ORDINANCE	NO.
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AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 45.05 "ALCOHOL PROHIBITED IN CENTRAL PARK"

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

SECTION 1. <u>Delete Section</u>. Section 45.05, "Alcohol Prohibited in Central Park", is hereby repealed.

SECTION 2. Add Section. A new Section 45.05 is adopted as follows:

45.05 ALCOHOL PROHIBITED IN CENTRAL PARK. No person shall display, consume or possess beer, wine, liquor or any other alcoholic beverage on the premises and attendant facilities locally known as Central Park and legally described as Block 13, Original Plat, Washington, Iowa, except for community events with the advance permission of the City Council.

SECTION 3. <u>Repealer.</u> All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

Passed and approved this day of	, 2015.
Attest:	Sandra Johnson, Mayor
Illa Earnest, City Clerk	-
Approved on First Reading: 05 Approved on Second Reading: Approved on Third & Final Reading:	5-05-2015
I certify that the foregoing was published as of, 2015.	Ordinance No on the day

City Clerk