

**CITY OF HAWARDEN  
REGULAR CITY COUNCIL MEETING AGENDA  
Hawarden City Hall – Council Chambers Room  
Wednesday, October 24, 2018 at 5:30 p.m.**

**Standard Agenda Items**

- 1a. Approval of October 10, 2018 Council Meeting Minutes.**
- 1b. Approval of October 24, 2018 Claims for Payment**
- 1c. Open business from the Community (limited to a maximum of 5 minutes per item).**
- 2a. Mayor's Report**
- 2b. Staff Reports/Discussion**
- 2c. Council Comments**

**Other Agenda Items**

- 3. Third Reading of Ordinance 706, An Ordinance Amending the Code of Ordinances of the City of Hawarden, Iowa By Adding a New Section to Chapter 69 of the Hawarden City Code to Regulate Parking or Storing Vehicles on Unimproved Surfaces on Residential Properties in R-1 and R-2 Zones.**
- 4. Third Reading of Ordinance 707, An Ordinance Amending the Code of Ordinances of the City of Hawarden Iowa By Amending Provisions Pertaining to Wastewater Utility Rates.**
- 5. Resolution 2018-31, a Resolution authorizing the purchase of Natural Gas from PEFA, Inc.; Approving the execution and delivery of a gas supply agreement and other documents relating to said purchase; Approving the issuance of bonds by PEFA, Inc.; and addressing related matters.**
- 6. Approval of the Ireton Police Protection Agreement.**
- 7. Discussion on the possible hiring an Economic/Community Development person and a draft of a job description for that position.**
- 8. Adjournment**

# City of Hawarden

## Public Meeting Procedures

These Procedural rules are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open and comprehensive debate of issues brought before the body for action in a forum open to the public, and which encourages citizens' awareness of City Council activities. These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, but is intended merely to serve as a general set of guidelines to assist the governmental body in conducting City business.

### House Rules:

- No food or drink other than bottled water may be brought into the Council Chambers.
- Cell phones and pagers should be silenced in the Council Chambers.
- Signs and placards are not permitted in the Council Chambers.

### Citizens' Right To Be Heard:

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, City Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing.
- Speakers must stand at the dais and speak into the microphone, unless unable to do so, and state your name and address for the record.
- Any citizen requesting to speak shall limit himself or herself to matters of fact regarding the issue of concern.
- Comments should be limited to five (5) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- Personal attacks made publicly toward any citizen or city employee are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the Council Chambers by Police Department personnel or other agent designated by the City Council or City Administrator.

**CITY OF HAWARDEN  
COUNCIL MEETING  
OCTOBER 24, 2018**

<b>DATE</b>	<b>CHECK</b>	<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>
10/11/2018	52681	JACKS UNIFORMS & EQUIPMENT	UNIFORMS	\$ 69.95
10/11/2018	52682	CASEYS GENERAL STORE INC	FUEL	\$ 2,612.81
10/11/2018	52683	IOWA INFORMATION INC	ADVERTISING	\$ 516.42
10/11/2018	52684	UNITED PARCEL SERVICE	SHIPPING	\$ 14.58
10/11/2018	52685	VERIZON	CELL SVC	\$ 207.06
10/12/2018	52686	US POSTAL SERVICE	PHONE BOOK MAILING	\$ 234.00
10/16/2018	ACH/52687	CITY OF HAWARDEN	PAYROLL	\$ 26,803.68
10/16/2018	Thru 52690	CITY OF HAWARDEN	PAYROLL	\$ 3,172.81
10/19/2018	52691	ICMA-RC	457- ICMA	\$ 2,050.00
10/16/2018	52692	VOID		\$ -
10/19/2018	52693	FLEX PLAN	URM/FLEX PLAN	\$ 1,830.46
10/19/2018	52694	STATE OF SOUTH DAKOTA	REIMBURSEMENT	\$ 398.28
10/19/2018	52695	AFSCME/IOWA COUNCIL 61	UNION DUES	\$ 301.28
10/24/2018	52696	AIRGAS USA LLC	CYLINDER RENTAL	\$ 48.69
10/24/2018	52697	ALLIED ELECTRONICS INC	SUPPLIES	\$ 65.20
10/24/2018	52698	AUREON NETWORK SERVICES	SERVICES	\$ 118.13
10/24/2018	52699	BARKER LEMAR CONSULTANTS	LANDFILL	\$ 1,927.50
10/24/2018	52700	MARY BEECK	HITEC REFUND	\$ 24.04
10/24/2018	52701	BIG SIOUX EMBROIDERY	UNIFORM	\$ 101.00
10/24/2018	52702	BORDER STATES ELEC SUPPLY	SUPPLIES	\$ 564.30
10/24/2018	52703	PENNY CASKEY	HITEC REFUND	\$ 18.25
10/24/2018	52704	CITY OF HAWARDEN	HITEC FRANCHISE FEES\REFUNDS	\$ 6,042.93
10/24/2018	52705	CONSORTIA CONSULTING	SERVICES	\$ 2,047.50
10/24/2018	52706	DUANE'S AUTOMOTIVE REPAIR	MAINT SUPPLIES	\$ 461.32
10/24/2018	52707	FELD FIRE	SUPPLIES	\$ 3,485.00
10/24/2018	52708	FIRST CHOICE RECYCLING	SERVICES	\$ 1,440.00
10/24/2018	52709	CHEYENNE FOSTER	HITEC REFUND	\$ 88.08
10/24/2018	52710	GOODLAND PUMP & SUPPLY CO	WELL WORK	\$ 9,988.45
10/24/2018	52711	GRAINGER INC	SUPPLIES	\$ 161.50
10/24/2018	52712	MARY HULLEMAN	RETIREMENT BENEFIT	\$ 498.57
10/24/2018	52713	INDEPENDENCE WASTE	SOLWST COLLECTION	\$ 28,863.82
10/24/2018	52714	IOWA ONE CALL	EMAIL LOCATES	\$ 33.40
10/24/2018	52715	JOHN DEERE FINANCIAL	SUPPLIES	\$ 498.64
10/24/2018	52716	CHAD KREBS	REIMBURSEMENT	\$ 92.92
10/24/2018	52717	LONG LINES	LONG DISTANCE	\$ 523.63
10/24/2018	52718	MAILFINANCE	FOLD/STUFF MACHINE LEASE	\$ 1,446.00
10/24/2018	52719	MANGOLD ENVIRONMENTAL	LAB FEES	\$ 560.00
10/24/2018	52720	MUNICIPAL UTILITIES	VOID	\$ -
10/24/2018	52721	MUNICIPAL UTILITIES	UTILITIES	\$ 5,945.59
10/24/2018	52722	CAITLIN MUTH	CC REFUND	\$ 200.00
10/24/2018	52723	NORTHWEST IOWA COMM COLLEGE	AMB TRAINING	\$ 842.00
10/24/2018	52724	NEXSTAR BROADCASTING INC	RETRANSMISSION	\$ 4,107.00

DATE	CHECK	VENDOR	REFERENCE	AMOUNT
10/24/2018	52725	NORMA NILSON	HITEC REFUND	\$ 75.04
10/24/2018	52726	NORTHERN NATURAL GAS CO	HITEC REFUND	\$ 8.92
10/24/2018	52727	OLSONS PEST TECHNICIANS	PEST CONTROL	\$ 218.33
10/24/2018	52728	PHYSICIANS CLAIMS COMPANY	AMB BILLING	\$ 970.89
10/24/2018	52729	SHELL	FUEL	\$ 710.58
10/24/2018	52730	RESCO	SUPPLIES	\$ 1,505.65
10/24/2018	52731	MARY SCHMIDT	CC REFUND	\$ 400.00
10/24/2018	52732	SIOUXLAND DISTRICT HEALTH DEPT	LAB FEES	\$ 123.00
10/24/2018	52733	SUBSCRIBER TECHNOLOGIES INC	TV PROGRAMMING COST	\$ 225.00
10/24/2018	52734	TELCORDIA TECHNOLOGIES	CHARGES & FEES	\$ 80.06
10/24/2018	52735	USA BLUEBOOK	SUPPLIES	\$ 181.96
10/24/2018	52736	WATERMAN BACKHOE INC	SERVICES	\$ 693.00
10/24/2018	52737	WELLS FARGO VENDOR FIN SER LLC	COPIER LEASE	\$ 233.86
10/19/2018	11140848	WADDELL & REED	457- W&R	\$ 800.00
10/19/2018	11140849	IPERS	IPERS - CITY	\$ 14,220.99
10/19/2018	11140850	WELLMARK	GROUP 125 - FAM	\$ 27,262.56
10/19/2018	11140851	AFLAC	PRE TAX INS PRE	\$ 636.62
10/19/2018	11140852	EFTPS	FED/FICA TAX	\$ 9,858.26
10/19/2018	11140853	IOWA DEPT OF REVENUE	STATE TAX	\$ 4,212.00
10/24/2018	11140854	CLAYTON ENERGY CORPORATION	GAS PURCHASE	\$ 11,225.28
10/24/2018	11140855	IOWA UTILITIES BOARD	DUAL PARTY RELAY SVC	\$ 46.32
10/24/2018	11140856	MISSOURI RIVER ENERGY SVCS	ELECTRIC PURCHASE	\$ 67,526.50
10/24/2018	11140857	TREASURER STATE OF IOWA	SALES TAX	\$ 1,137.00
10/24/2018	11140858	TREASURER STATE OF IA	WET TAX	\$ 959.00
10/24/2018	11140859	TREASURER STATE OF IOWA	SALES TAX	\$ 8,051.00
10/24/2018	11140860	TREASURER STATE OF IA	WET TAX	\$ 847.00
10/24/2018	11140861	TREASURER STATE OF IOWA	USE TAX	\$ 1,796.00
		***** REPORT TOTAL *****		\$ 262,409.61

**BILLING REPORT  
SEPTEMBER 2018**

	NO.	KWH	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
ELECTRIC (security lights)						
RESIDENTIAL	1,011	1,142,499	\$ 100,700.12	\$ 1,041.30	\$ 101,741.42	\$ 299,128.56
*MISC CHARGES			\$ 1,075.00	\$ 75.25	\$ 1,150.25	\$ 3,905.01
COMMERCIAL	186	507,153	\$ 47,597.10	\$ 3,136.71	\$ 50,733.81	\$ 144,947.24
*MISC CHARGES			\$ 150.00	\$ 10.50	\$ 160.50	\$ 454.75
INDUSTRIAL/INTERRUPTIBLE	13	424,070	\$ 35,382.50	\$ 1,407.27	\$ 36,789.77	\$ 101,255.62
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	68	297,599	\$ 16,876.67	\$ -	\$ 16,876.67	\$ 47,602.55
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
PUBLIC AUTHORITY	9	151,904	\$ 12,054.71	\$ -	\$ 12,054.71	\$ 30,910.24
PENALTY			\$ 279.53	\$ -	\$ 279.53	\$ 925.79
MISC SALES			\$ -	\$ -	\$ -	\$ -
WIND ENERGY	6		\$ 24.00	\$ 0.24	\$ 24.24	\$ 72.72
<b>TOTAL</b>	<b>1,293</b>	<b>2,523,225</b>	<b>\$ 214,139.63</b>	<b>\$ 5,671.27</b>	<b>\$ 219,810.90</b>	<b>\$ 629,202.48</b>

	NO.	CCF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
GAS						
RESIDENTIAL	864	7,465	\$ 10,330.09	\$ 104.09	\$ 10,434.18	\$ 29,162.64
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
COMMERCIAL	114	2,986	\$ 3,003.23	\$ 208.44	\$ 3,211.67	\$ 8,767.03
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INDUSTRIAL/INTERRUPTIBLE	10	5,322	\$ 4,331.54	\$ 121.35	\$ 4,452.89	\$ 12,043.87
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	15	2,221	\$ 1,856.37	\$ -	\$ 1,856.37	\$ 5,707.74
PUBLIC AUTHORITY	6	654	\$ 568.06	\$ -	\$ 568.06	\$ 321.58
PENALTY			\$ 18.75	\$ -	\$ 18.75	\$ 73.57
MISC SALES			\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>1,009</b>	<b>18,648</b>	<b>\$ 20,108.04</b>	<b>\$ 433.88</b>	<b>\$ 20,541.92</b>	<b>\$ 56,076.43</b>

	NO.	CF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
WATER						
RESIDENTIAL	993	785,300	\$ 26,367.84	\$ 1,580.55	\$ 27,948.39	\$ 82,703.08
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
COMMERCIAL	129	219,542	\$ 5,485.72	\$ 321.59	\$ 5,807.31	\$ 15,305.55
*MISC CHARGES			\$ -	\$ -	\$ -	\$ 26.50
INDUSTRIAL/INTERRUPTIBLE	8	82,800	\$ 1,651.32	\$ 99.09	\$ 1,750.41	\$ 4,213.47
INTERDEPARTMENTAL	20	85,700	\$ 1,878.93	\$ -	\$ 1,878.93	\$ 5,735.07
PUBLIC AUTHORITY	6	34,800	\$ 744.12	\$ -	\$ 744.12	\$ 2,459.16
BULK WATER	3	4,840	\$ 90.51	\$ 5.44	\$ 95.95	\$ 2,189.64
PENALTY			\$ 30.83	\$ -	\$ 30.83	\$ 88.35
MISC SALES			\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>1,159</b>	<b>1,212,982</b>	<b>\$ 36,249.27</b>	<b>\$ 2,006.67</b>	<b>\$ 38,255.94</b>	<b>\$ 112,720.82</b>

					MONTH	YEAR
SEWER RENTAL	NO.	DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	961	\$ 22,176.12	\$ -	\$	22,176.12	\$ 65,972.05
NON RESIDENTIAL	118	\$ 3,788.98	\$ 231.70	\$	4,020.68	\$ 11,143.96
CONTRACT		\$ -	\$ -	\$	-	\$ -
PENALTY		\$ 22.21		\$	22.21	\$ 70.12
MISC SALES				\$	-	\$ -
<b>TOTAL</b>	<b>1,079</b>	<b>\$ 25,987.31</b>	<b>\$ 231.70</b>	<b>\$</b>	<b>26,219.01</b>	<b>\$ 77,186.13</b>

					MONTH	YEAR
GARBAGE COLLECTIONS	NO.	DOLLARS	TAXES		TO DATE	TO DATE
RESIDENTIAL	1,065	\$ 14,648.48	\$ -	\$	14,648.48	\$ 43,849.44
*MISC CHARGES		\$ -	\$ -	\$	-	\$ -
NON RESIDENTIAL	120	\$ 356.25	\$ 23.65	\$	379.90	\$ 1,131.94
PENALTY		\$ 37.19		\$	37.19	\$ 85.15
MISC SALES		\$ -		\$	-	\$ -
<b>TOTAL</b>	<b>1,185</b>	<b>\$ 15,041.92</b>	<b>\$ 23.65</b>	<b>\$</b>	<b>15,065.57</b>	<b>\$ 45,066.53</b>

					MONTH	YEAR
HITEC COMMUNICATIONS		DOLLARS	TAXES		TO DATE	TO DATE
PHONE	NO.					
RESIDENTIAL	334	\$ 8,795.17		\$	8,795.17	\$ 34,919.57
NON RESIDENTIAL	305	\$ 12,945.63		\$	12,945.63	\$ 29,853.00
HITEC LONG DISTANCE	296	\$ 2,338.38		\$	2,338.38	\$ 6,960.73
SPECIAL ADJUSTMENTS		\$ 503.24		\$	503.24	\$ 1,691.45
FEDERAL TAX		\$ -	\$ 437.82	\$	437.82	\$ 1,317.42
STATE SALES TAX		\$ -	\$ 1,153.36	\$	1,153.36	\$ 3,440.65
MISC SALES		\$ -	\$ -	\$	-	\$ -
<b>TOTAL</b>	<b>935</b>	<b>\$ 24,582.42</b>	<b>\$ 1,591.18</b>	<b>\$</b>	<b>26,173.60</b>	<b>\$ 78,182.82</b>

CABS BILLED	----	\$ 2,118.36		\$	2,118.36	\$ 6,950.65
CABS RECEIVED	----	\$ 1,385.92		\$	1,385.92	\$ 5,412.34

				MONTH	YEAR
	NO.	DOLLARS	TAXES	TO DATE	TO DATE
CABLE					
INTERNET	1165	\$ 45,078.26		\$ 45,078.26	\$ 132,787.09
LOCAL PACKAGE	48	\$ 1,389.60		\$ 1,389.60	\$ 4,284.60
BASIC SERVICE	557	\$ 35,890.44		\$ 35,890.44	\$ 105,402.18
SHOWTIME PACKAGE	15	\$ 225.00		\$ 225.00	\$ 675.00
MOVIE CHANNEL (CINAMAX)	8	\$ 80.00		\$ 80.00	\$ 240.00
STARZ	6	\$ 90.00		\$ 90.00	\$ 270.00
HBO	12	\$ 260.00		\$ 260.00	\$ 762.00
CONVERTER BOX	1	\$ 4.00		\$ 4.00	\$ 12.00
MISC REV (OTHER CHG & CR)	0	\$ -		\$ -	\$ -
PAY-PER-VIEW	0	\$ -		\$ -	\$ -
FRANCHISE FEE	605	\$ 2,049.71		\$ 2,049.71	\$ 6,058.29
EQUIPMENT REVENUE	61	\$ 902.24		\$ 902.24	\$ 2,764.40
DIGITAL BASIC SERVICE	62	\$ 1,876.44		\$ 1,876.44	\$ 5,897.60
DIGITAL SHOWTIME	6	\$ 69.68		\$ 69.68	\$ 245.33
DIGITAL CINEMAX	2	\$ 20.00		\$ 20.00	\$ 51.67
DIGITAL HBO	9	\$ 180.00		\$ 180.00	\$ 540.00
STATE SALES TAX			\$ 2,869.12	\$ 2,869.12	\$ 8,480.15
TOWER LEASE SPACE		\$ 650.00		\$ 650.00	\$ 1,950.00
MISC SALES		\$ -	\$ -	\$ 0.00	\$ -
<b>TOTAL</b>	<b>2557</b>	<b>\$ 88,765.37</b>	<b>\$ 2,869.12</b>	<b>\$ 91,634.49</b>	<b>\$ 270,420.31</b>

	NO.	DOLLARS	TAXES	MONTH	YEAR
				TO DATE	TO DATE
MISC SALES			\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	NO.	DOLLARS	TAXES	MONTH	YEAR
				TO DATE	TO DATE
MISCELLANEOUS CHARGES					
PS-PROJECT SHARE	4	\$ 27.00	\$ -	\$ 27.00	\$ 81.00
PT-PET SERVICE	0	\$ -	\$ -	\$ -	\$ -
MISC		\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 27.00</b>	<b>\$ -</b>	<b>\$ 27.00</b>	<b>\$ 81.00</b>

<b>GRAND TOTAL</b>		<b>\$ 427,019.32</b>	<b>\$ 12,827.47</b>	<b>\$ 439,846.79</b>	<b>\$ 1,275,887.17</b>
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**BILLING REPORT  
SEPTEMBER 2017**

	NO.	KWH	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
ELECTRIC (security lights)						
RESIDENTIAL	1,024	1,008,751	\$ 90,691.12	\$ 996.59	\$ 91,687.71	\$ 287,293.63
*MISC CHARGES			\$ 1,250.00	\$ 87.50	\$ 1,337.50	\$ 4,151.60
COMMERCIAL	181	454,126	\$ 42,479.23	\$ 2,817.28	\$ 45,296.51	\$ 138,682.79
*MISC CHARGES			\$ 125.00	\$ 8.75	\$ 133.75	\$ 401.25
INDUSTRIAL/INTERRUPTIBLE	14	428,402	\$ 35,585.53	\$ 1,347.09	\$ 36,932.62	\$ 106,028.44
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	66	260,508	\$ 14,817.47	\$ -	\$ 14,817.47	\$ 45,131.91
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
PUBLIC AUTHORITY	9	138,250	\$ 11,562.58	\$ -	\$ 11,562.58	\$ 28,844.83
PENALTY			\$ 332.60	\$ -	\$ 332.60	\$ 916.01
MISC SALES			\$ -	\$ -	\$ -	\$ -
WIND ENERGY	7		\$ 30.00	\$ 0.30	\$ 30.30	\$ 90.90
<b>TOTAL</b>	<b>1,301</b>	<b>2,290,037</b>	<b>\$ 196,873.53</b>	<b>\$ 5,257.51</b>	<b>\$ 202,131.04</b>	<b>\$ 611,541.36</b>

	NO.	CCF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
GAS						
RESIDENTIAL	873	7,727	\$ 10,464.53	\$ 105.21	\$ 10,569.74	\$ 29,380.55
*MISC CHARGES			\$ 25.00	\$ 1.75	\$ 26.75	\$ 26.75
COMMERCIAL	116	3,228	\$ 3,161.56	\$ 221.06	\$ 3,382.62	\$ 9,438.92
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INDUSTRIAL/INTERRUPTIBLE	9	7,992	\$ 6,389.67	\$ 106.81	\$ 6,496.48	\$ 15,292.62
*MISC CHARGES			\$ -	\$ -	\$ -	\$ -
INTERDEPARTMENTAL	15	2,351	\$ 1,937.00	\$ -	\$ 1,937.00	\$ 5,991.88
PUBLIC AUTHORITY ***	6	493	\$ 435.45	\$ -	\$ 435.45	\$ 1,098.79
PENALTY			\$ 26.98		\$ 26.98	\$ 65.16
MISC SALES					\$ -	
<b>TOTAL</b>	<b>1,019</b>	<b>21,791</b>	<b>\$ 22,440.19</b>	<b>\$ 434.83</b>	<b>\$ 22,875.02</b>	<b>\$ 61,294.67</b>

	NO.	CF	DOLLARS	TAXES	MONTH TO DATE	YEAR TO DATE
WATER						
RESIDENTIAL	1,104	764,100	\$ 25,995.35	\$ 1,817.79	\$ 27,813.14	\$ 92,921.33
COMMERCIAL	127	211,038	\$ 5,283.73	\$ 361.93	\$ 5,645.66	\$ 17,170.56
INDUSTRIAL	8	171,300	\$ 3,323.97	\$ 232.67	\$ 3,556.64	\$ 6,975.21
INTERDEPARTMENTAL	17	60,900	\$ 1,377.81		\$ 1,377.81	\$ 4,560.57
PUBLIC AUTHORITY	6	66,300	\$ 1,339.47		\$ 1,339.47	\$ 4,798.44
PENALTY			\$ 30.97		\$ 30.97	\$ 86.06
MISC SALES					\$ -	\$ -
<b>TOTAL</b>	<b>1,262</b>	<b>1,273,638</b>	<b>\$ 37,351.30</b>	<b>\$ 2,412.39</b>	<b>\$ 39,763.69</b>	<b>\$ 126,512.17</b>



				MONTH	YEAR
SEWER RENTAL	NO.	DOLLARS	TAXES	TO DATE	TO DATE
RESIDENTIAL	971	\$ 21,948.33	\$ -	\$ 21,948.33	\$ 69,199.01
NON RESIDENTIAL	117	\$ 3,966.04	\$ 226.62	\$ 4,192.66	\$ 12,801.32
CONTRACT		\$ -	\$ -	\$ -	\$ -
PENALTY		\$ 27.09		\$ 27.09	\$ 80.62
MISC SALES				\$ -	\$ -
<b>TOTAL</b>	<b>1,088</b>	<b>\$ 25,941.46</b>	<b>\$ 226.62</b>	<b>\$ 26,168.08</b>	<b>\$ 82,080.95</b>

				MONTH	YEAR
GARBAGE COLLECTIONS	NO.	DOLLARS	TAXES	TO DATE	TO DATE
RESIDENTIAL	1,051	\$ 14,462.23	\$ -	\$ 14,462.23	\$ 43,500.21
*MISC CHARGES		\$ -	\$ -	\$ -	\$ -
NON RESIDENTIAL	119	\$ 378.52	\$ 23.73	\$ 402.25	\$ 1,206.75
PENALTY		\$ 21.44		\$ 21.44	\$ 88.80
MISC SALES		\$ -		\$ -	\$ -
<b>TOTAL</b>	<b>1,170</b>	<b>\$ 14,862.19</b>	<b>\$ 23.73</b>	<b>\$ 14,885.92</b>	<b>\$ 44,795.76</b>

				MONTH	YEAR
HITEC COMMUNICATIONS		DOLLARS	TAXES	TO DATE	TO DATE
PHONE	NO.				
RESIDENTIAL	375	\$ 9,739.44		\$ 9,739.44	\$ 30,766.05
NON RESIDENTIAL	306	\$ 12,888.01		\$ 12,888.01	\$ 36,450.58
HITEC LONG DISTANCE	325	\$ 2,469.06		\$ 2,469.06	\$ 7,323.02
SPECIAL ADJUSTMENTS		\$ 664.10		\$ 664.10	\$ 1,886.75
FEDERAL TAX		\$ -	\$ 473.74	\$ 473.74	\$ 1,414.35
STATE SALES TAX		\$ -	\$ 1,186.61	\$ 1,186.61	\$ 3,593.05
MISC SALES		\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>1006</b>	<b>\$ 25,760.61</b>	<b>\$ 1,660.35</b>	<b>\$ 27,420.96</b>	<b>\$ 81,433.80</b>

CABS BILLED	----	\$ 2,570.40		\$ 2,570.40	\$ 8,673.30
CABS RECEIVED	----	\$ 1,206.74		\$ 1,206.74	\$ 5,834.88

				MONTH	YEAR
CABLE	NO.	DOLLARS	TAXES	TO DATE	TO DATE
INTERNET	1163	\$ 41,947.58		\$ 41,947.58	\$ 125,719.93
LOCAL PACKAGE	53	\$ 1,428.35		\$ 1,428.35	\$ 4,312.00
BASIC SERVICE	611	\$ 33,148.33		\$ 33,148.33	\$ 100,148.36
SHOWTIME PACKAGE	18	\$ 270.00		\$ 270.00	\$ 810.00
MOVIE CHANNEL (CINAMAX)	9	\$ 90.00		\$ 90.00	\$ 275.48
STARZ	6	\$ 90.00		\$ 90.00	\$ 270.00
HBO	12	\$ 260.00		\$ 260.00	\$ 780.00
CONVERTER BOX	1	\$ 4.00		\$ 4.00	\$ 12.00
MISC REV (OTHER CHG & CR)	0	\$ -		\$ -	\$ -
PAY-PER-VIEW	0	\$ -		\$ -	\$ -
FRANCHISE FEE	664	\$ 1,920.81		\$ 1,920.81	\$ 5,799.18
EQUIPMENT REVENUE	61	\$ 969.70		\$ 969.70	\$ 2,915.08
DIGITAL BASIC SERVICE	62	\$ 1,860.00		\$ 1,860.00	\$ 5,592.00
DIGITAL SHOWTIME	5	\$ 75.00		\$ 75.00	\$ 225.00
DIGITAL CINEMAX	3	\$ 30.00		\$ 30.00	\$ 90.00
DIGITAL HBO	9	\$ 180.00		\$ 180.00	\$ 520.00
STATE SALES TAX		\$ -	\$ 2,688.38	\$ 2,688.38	\$ 8,116.50
TOWER LEASE SPACE		\$ 550.00		\$ 550.00	\$ 1,650.00
MISC SALES		\$ -	\$ -	\$ 0.00	\$ -
<b>TOTAL</b>	<b>2677</b>	<b>\$ 82,823.77</b>	<b>\$ 2,688.38</b>	<b>\$ 85,512.15</b>	<b>\$ 257,235.53</b>

				MONTH	YEAR
MISC SALES	NO.	DOLLARS	TAXES	TO DATE	TO DATE
MISC SALES			\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

				MONTH	YEAR
MISCELLANEOUS CHARGES	NO.	DOLLARS	TAXES	TO DATE	TO DATE
PS-PROJECT SHARE	4	\$ 27.00	\$ -	\$ 27.00	\$ 101.32
PT-PET SERVICE	0	\$ -	\$ -	\$ -	\$ -
MISC		\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 27.00</b>	<b>\$ -</b>	<b>\$ 27.00</b>	<b>\$ 101.32</b>

<b>GRAND TOTAL</b>		<b>\$ 408,650.45</b>	<b>\$ 12,703.81</b>	<b>\$ 421,354.26</b>	<b>\$ 1,273,668.86</b>
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## ORDINANCE NO. 706

### **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HAWARDEN, IOWA BY ADDING A NEW SECTION TO CHAPTER 69 OF THE HAWARDEN CITY CODE TO REGULATE PARKING OR STORING VEHICLES ON UNIMPROVED SURFACES ON RESIDENTIAL PROPERTIES IN R-1 AND R-2 ZONES.**

WHEREAS, City of Hawarden desires to improve Hawarden residential neighborhoods by eliminating unsightly conditions that create urban blight and reduce overall property values, and

WHEREAS, the parking of vehicles in front yards on unimproved surfaces in residential areas causes yard depressions, standing water, grass and vegetation to die, and mud to be tracked onto streets and other property, and

WHEREAS, such conditions are unsightly and unsanitary in residential neighborhoods, and serve to depress surrounding property values.

**NOW THEREFORE, BE IT ENACTED** by the City Council of the City of Hawarden, Iowa:

**SECTION 1. NEW SECTION.** The Code of Ordinances of the City of Hawarden, Iowa is amended by adding a new Section 69.15:

**69.15 PARKING IN RESIDENTIAL FRONT YARDS.** No person shall park or permit the parking of a vehicle in the front yard in a residential district except on a permitted, improved driveway or parking space other than temporary parking as defined herein. For purposes of this Section the following are defined:

1. "Front Yard" means the open space in that portion of a yard between the street and the face of the principal residence and a line extending from the left side of the lot to the right side of the lot. The line, as viewed from the street, shall extend parallel to the street to the nearest corner of the principal residence and then along the face of the principal residence to the right corner, and from that point on a line parallel to the street to a point on the right lot line. When there is no residence, it shall mean the area from the front building setback line to the front edge of the street right-of-way. Corner lots and through lots which abut more than one street shall be deemed to have two front yards for purposes of this section. This shall also apply to that area of the public way not covered by sidewalk and lying between the front lot line and the curb line.

2. "Improved Surface Driveway or Parking Space" means an area connected by a direct access to the street right of way by means of a continuously improved surface with such surface and parking area to be improved by surfacing with concrete, asphalt, paving stones, gravel or rock with a depth of not less than 3 inches or other hard surfaced durable material approved in advance by the City Administrator. The borders of a driveway or parking which is gravel or rock must have its borders clearly delineated with curb, brick, landscaping timbers or metal borders so that the driveway or parking area can be easily delineated from the grass and remaining yard. The area of the improved surface shall not contain more than 50% of the area of the front yard as described.

3. "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn or moved upon a street, highway, waterway or airway and shall include

any automobile, truck, motor house, motorcycles, scooters, mopeds, all-terrain vehicles, boats, recreational vehicles, golf carts, go-carts, trailers, fifth wheel trailers, campers, camper shells, folding tent trailers, motor homes, truck campers removed from a truck or pickup, horse trailers, boat trailers with or without boats, and utility trailers or wheeled towing frames. This definition does not include non-motorized bicycles, small engine lawn mowers and devices of similar scale.

4. "Temporary Parking" means parking limited to, weekend visitors, family gatherings, special events or large gatherings that are temporary in nature. No temporary parking shall exceed 48 hours in any seven-day period. Provided, however, that at no time shall such temporary parking or driving into the front yard be the cause of ruts and/or the non-growth of grass in the front yard such that the track of the vehicle is visible from the street for more than 72 hours after the end of the temporary parking.

**SECTION 2. REPEALER.** All ordinances or part of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. 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 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Ricard R. Porter, Mayor

ATTEST: \_\_\_\_\_  
Michael J. DeBruin, City Administrator/Clerk

First Reading:  
Second Reading:  
Third Reading:

I Certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Michael J. DeBruin, City Administrator/Clerk

## **ORDINANCE NO. 707**

### **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HAWARDEN IOWA BY AMENDING PROVISIONS PERTAINING TO WASTEWATER UTILITY RATES**

**BE IT ENACTED** by the City Council of the City of Hawarden, Iowa:

**SECTION ONE. SUB-SECTIONS MODIFIED.** Sub Section 113.05(2) and Sub Section 113.05(7) of the Code of Ordinances of the City of Hawarden, Iowa are repealed, and the following adopted in lieu thereof:

#### **113.05 WASTEWATER UTILITY DEFINITIONS AND RATES.**

2. Normal Wastewater Contributor Rates Per Unit/User. Each contributor of normal wastewater to the City's wastewater treatment system shall pay per unit/user for services provided by the City by payment of a minimum system support charge and additional charges based on water use as measured by water meters acceptable to the City according to the following schedule:
  - A. Minimum System Support Charge: \$21.20 per month (this includes no usage);
  - B. \$1.38 per 100 cubic feet, or fraction thereof, of water used.

A contributor to the City wastewater system whose use of the wastewater system is not accurately reflected by metered water usage will be charged a minimum usage of 400 cubic feet or at the request of either the City or the contributor, be billed based upon usage adjusted by measurements of wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense.

7. Alternate Sanitary Sewer System Rates Per Unit. The following charges shall apply on a per unit basis whenever it is necessary to use alternative sanitary sewer equipment to provide service to a property:
  - A. The minimum equipment and installation charge per unit installed shall be \$3,000.00. Additional costs shall apply where the sewer must be extended more than a length of 300 feet and for any sewer unit with a cost more than the cost of a base E-1. Sewer unit cost with all costs to be assessed to the customer.
  - B. Minimum System Support Charge: \$14.00 per month (this includes no usage) and is in addition to the applicable Normal Wastewater Contributor Rate Per Unit/User and rate per cubic feet of water used as set forth elsewhere in Section 113.05 (2) a and b.

**SECTION TWO. SUBSECTION REPEALED.** Subsection 113.05(8) is hereby repealed.

**SECTION THREE. SEVERABILITY CLAUSE.** If any section, provision of 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 FOUR. 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 Council of the City of Hawarden on the 24th day of October 2018.

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Ricard R. Porter, Mayor

ATTEST:

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Michael DeBruin, City Administrator/Clerk

First Reading: September 26, 2018

Second Reading: October 10, 2018

Third Reading: October 24, 2018

I certify that the foregoing was published as Ordinance No. 707 on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Michael DeBruin, City Administrator/Clerk

October 24, 2018

The City Council of the City of Hawarden/Hawarden Municipal Utilities, State of Iowa, met in regular session, in the City of Hawarden Council Chambers, at 5:30 P.M., on the above date. There were present Mayor Porter, in the chair, and the following named Council Members:

\_\_\_\_\_  
  
\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

Whereupon the Mayor declared the following Resolution duly adopted:

**RESOLUTION NO.2018-31**

**A RESOLUTION AUTHORIZING THE PURCHASE OF NATURAL GAS FROM PEFA, INC.; APPROVING THE EXECUTION AND DELIVERY OF A GAS SUPPLY AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID PURCHASE; APPROVING THE ISSUANCE OF BONDS BY PEFA, INC.; AND ADDRESSING RELATED MATTERS**

WHEREAS, the City is a Member of the Public Energy Facilities Authority pursuant to that certain Amended and Restated Agreement Establishing the Public Energy Facilities Authority dated as of June 1, 2008 as an Iowa joint powers agency (the "Agency") organized under Chapter 28E of the Iowa Code (the "Agency Agreement"), and in connection with the undertakings described therein, the City previously approved the formation of PEFA, Inc., an Iowa non-profit corporation ("PEFA, Inc."), and approved the form of a Gas Supply Contract for a gas purchase transaction which did not go forward; and

WHEREAS, the City is now desirous of proceeding with a new gas purchase transaction as further described herein; and

WHEREAS, PEFA, Inc. is a non-profit corporation duly organized and existing under the laws of the State of Iowa and, in particular, Iowa Code Chapter 504, as amended from time to time; and

WHEREAS, PEFA, Inc. has planned and developed a project to acquire long-term gas supplies from J. Aron & Company LLC, a New York limited liability company and an affiliate



of The Goldman Sachs Group, Inc., pursuant to a Prepaid Natural Gas Sales Agreement, to meet a portion of the requirements of the City of Hawarden/Hawarden Municipal Utilities (the "Gas Purchaser"), and other public gas distribution systems that elect to participate (each, a "Project Participant", and collectively, the "Project Participants") through a prepayment (the "Prepaid Project"); and

WHEREAS, PEFA, Inc. will issue its Gas Project Revenue Bonds, Series 2018 (the "PEFA, Inc. Bonds") to finance the acquisition of gas supplies under the Prepaid Project; and

WHEREAS, PEFA, Inc. will sell all the gas purchased under the Prepaid Project to the Project Participants; and

WHEREAS, Gas Purchaser is a public body and political subdivision organized and existing under and by virtue of the constitution and laws of the State of Iowa, acting by and through its City Council of the City of Hawarden/Hawarden Municipal Utilities for and on behalf of its municipal gas utility; and

WHEREAS, Gas Purchaser has determined that it is in the best interest of its customers to be a Project Participant and thereby purchase a portion of Gas Purchaser's natural gas requirements from PEFA, Inc. pursuant to a natural gas supply contract to be entered into by PEFA, Inc. and Gas Purchaser (the "Gas Supply Agreement"); and

WHEREAS, under the Gas Supply Agreement, Gas Purchaser will agree to purchase from PEFA, Inc. the amounts of gas specified in the Gas Supply Agreement, at the prices specified in the Gas Supply Agreement, for a term specified in the Gas Supply Agreement; and

WHEREAS, the PEFA, Inc. Bonds will be issued pursuant to a Trust Indenture between PEFA, Inc. and a corporate trustee (the "Indenture") and purchased by the underwriters or original purchasers of the PEFA, Inc. Bonds (the "Underwriters") pursuant to one or more bond purchase agreements or similar agreements; and

WHEREAS, PEFA, Inc. will pledge to the payment of the PEFA, Inc. Bonds certain assets of PEFA, Inc., including the Gas Supply Agreement between PEFA, Inc. and Gas Purchaser; and

WHEREAS, Gas Purchaser shall have no financial liability with respect to the PEFA, Inc. Bonds, and Gas Purchaser's only obligations relating to the Prepaid Project herein shall be as set forth in the Gas Supply Agreement; and

WHEREAS, in order to authorize the purchase of natural gas from PEFA, Inc. and the execution of the Gas Supply Agreement, to consent to the pledge of the Gas Supply Agreement to secure the PEFA, Inc. Bonds, to authorize the sale of the gas purchased from PEFA, Inc., and to authorize and take such other necessary and appropriate action in furtherance of the Prepaid Project, Gas Purchaser adopts this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Hawarden/Hawarden Municipal Utilities, Iowa (the "Governing Body"), as follows:

SECTION 1: Gas Purchaser is authorized to enter into a Gas Supply Agreement with PEFA, Inc., pursuant to which Gas Purchaser will purchase natural gas from PEFA, Inc. as provided in the Gas Supply Agreement. The Gas Supply Agreement shall (a) have a term of not greater than 366 months, (b) provide for the purchase by Gas Purchaser of not more than 457 MMBtu per day, and (c) provide for a projected minimum savings (prior to payment of the project administration fee as set forth in the Gas Supply Agreement) through monthly and annual discounts of not less than 35 cents per MMBtu to Gas Purchaser for the initial rate period and not less than 24 cents per MMBtu in any reset period, unless Gas Purchaser elects to purchase gas at a lesser discount during any reset period, as set forth in the Gas Supply Agreement. Gas Purchaser's obligation to make payments under the Gas Supply Agreement shall be an operating expense of its municipal gas utility and is payable solely from the revenues of its gas system and other monies legally available and is not a general obligation of the City or a debt or charge against the City within the meaning of any constitutional or statutory debt limit provision.

SECTION 2: The Gas Supply Agreement shall be in substantially the form submitted and attached hereto as Exhibit A, which such form is hereby approved, with such completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

SECTION 3: The gas purchased by Gas Purchaser from PEFA, Inc. shall be resold by Gas Purchaser to its retail customers in its service area, pursuant to published tariffs or pursuant to qualified requirements contracts approved by special tax counsel to PEFA, Inc.

SECTION 4: The Mayor (the "Authorized Officer") is hereby authorized to execute and deliver the Gas Supply Agreement and the City Clerk (the "Attesting Officer") is hereby authorized to attest the Gas Supply Agreement.

SECTION 5: The officers, employees, and agents of Gas Purchaser (including, without limitation, Clayton Energy) are hereby authorized and directed to take such actions and do all things necessary to cause the purchase of said gas to take place, including the payment of all amounts required to be paid in order to purchase the gas in accordance with the Gas Supply Agreement.

SECTION 6: The Governing Body approves the Prepaid Project undertaken by PEFA, Inc. and the portion of the PEFA, Inc. Bonds issued by PEFA, Inc. on behalf of the Gas Purchaser, and consents to the pledge of all of PEFA, Inc.'s right, title and interest under the Gas Supply Agreement, including the right to receive performance by Gas Purchaser of its obligations thereunder, to secure the payment of principal of and interest on the

PEFA, Inc. Bonds.

SECTION 7: The officers and employees of Gas Purchaser, as well as any other agent or representative of Gas Purchaser (including, without limitation, Clayton Energy), are hereby authorized and directed to cooperate with and provide PEFA, Inc., the underwriters of the PEFA, Inc. Bonds, and their agents and representatives with such information relating to Gas Purchaser as is necessary for use in the preparation and distribution of a preliminary official statement or other disclosure document used in connection with the sale of the PEFA, Inc. Bonds. After the PEFA, Inc. Bonds have been sold, any officer or employee of Gas Purchaser, or any agent or representative designated by Gas Purchaser, shall make such completions, deletions, insertions, revisions, and other changes in the preliminary official statement relating to Gas Purchaser not inconsistent with this Resolution as are necessary or desirable to complete it as a final official statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Governing Body hereby covenants and agrees that Gas Purchaser will cooperate with PEFA, Inc. in the discharge of PEFA, Inc.'s obligations to provide annual financial and operating information and notification as to material events with respect to Gas Purchaser as may be required by the Rule. Any officer or any employee of Gas Purchaser, or such other agent or representative of Gas Purchaser as shall be appropriate (including, without limitation, Clayton Energy), is hereby authorized and directed to provide such information as shall be required for such compliance, and such officer or employee may execute a continuing disclosure agreement with respect to the provision of such information if requested to do so by the underwriters of the PEFA, Inc. Bonds.

SECTION 8: The PEFA, Inc. Bonds are not obligations of Gas Purchaser but are special limited obligations of PEFA, Inc. payable solely from the revenues and receipts pledged by PEFA, Inc. under the Indenture, including the revenues and receipts arising from the sale of gas to Project Participants. By consenting to the pledge of the Gas Supply Agreement and agreeing to provide information for inclusion in the official statement, Gas Purchaser is not incurring any financial liability with respect to the PEFA, Inc. Bonds. The principal, redemption price and purchase price (to the extent payable by PEFA, Inc. upon tender for purchase in accordance with the provisions of the financing documents authorizing issuance of the PEFA, Inc. Bonds, or any loan agreement, trust agreement or other agreements of PEFA, Inc. required thereby (the "Financing Documents")) of the PEFA, Inc. Bonds and the interest thereon, shall be payable solely from, and secured solely by, the revenues, funds and other assets of PEFA, Inc. pledged therefor under the applicable Financing Documents and shall not constitute a special or general obligation of the City, or a charge against the general credit or other funds of the City. The PEFA, Inc. Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the City or any of its income or receipts. Neither the faith and credit nor the taxing power of the State of Iowa (the "State") or the City or any other public agency shall be pledged to the payment of the principal, redemption price or purchase price of, or the interest on, the PEFA, Inc. Bonds. The issuance by PEFA, Inc. of the PEFA, Inc. Bonds shall not directly, indirectly or contingently obligate the State, or the City or any other public agency, to levy or pledge

any form of taxation or to make any appropriation for the payment of the PEFA, Inc. Bonds. The payment of the principal, redemption price or purchase price of, or interest on, the PEFA, Inc. Bonds shall not constitute a debt, liability or obligation of the State, the City, or any other public agency.

SECTION 9: All acts and doings of the officers and employees of Gas Purchaser or any other agent or representative of Gas Purchaser which are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of and performance under the Gas Supply Agreement, and in furtherance of the issuance and sale of the PEFA, Inc. Bonds, shall be and the same hereby are in all respects approved and confirmed, including without limitation the execution and delivery by the officers of Gas Purchaser of all certificates and documents as they shall deem necessary in connection with the Gas Supply Agreement and the PEFA, Inc. Bonds.

SECTION 10. The City Council understands and agrees that Ahlers & Cooney, P.C, represents the Agency and PEFA, Inc., in connection with the Agency Agreement, the Gas Supply Agreement, the PEFA, Inc. Bonds, and associated documents and transactions, and, hereby consents to such representation and to the extent such representation might be an actual, potential, or perceived conflict of interest, the Council waives any such conflict and consents to said representation.

SECTION 11: If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 12: All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

SECTION 13: This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

## IRETON POLICE PROTECTION AGREEMENT 28E AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Hawarden and the City of Ireton. For the purposes of this agreement, the City of Ireton will be hereinafter referred to as the “City” and the City of Hawarden will be referred to as the “Provider”.

Whereas, the City wishes to contract with the Provider for Law Enforcement protection within the corporate limits of the City, and the Provider agrees to render such services on the terms and conditions herein set forth;

And whereas, such contracts are authorized and provided for in Section 28E.12 of the Iowa Code.

Now therefore, it is hereby agreed by and between the parties hereto as follows;

1. The City agrees, through the Hawarden Police Department, to provide Law Enforcement protection within the corporate limits of the City of Ireton to the extent and manner herein provided.

The services to be provided shall encompass, and are limited to, law enforcement duties and functions of the type ordinarily rendered by a City Police Department, to include:

- a. The enforcement of State Laws and Municipal Ordinances other than those related to code enforcement and nuisance abatement (i.e. building code, fire code or similar regulations not normally handled by police officers).
- b. The department shall conduct sporadic patrol in Ireton totaling approximately seven to nine hours per week.
- c. Officers will handle all calls for routine police services, including vandalism, citizen complaints, noises and disturbances, vagrants, traffic accidents, and similar services but shall not include enforcement of nuisance abatement violations such as building codes, fire codes or similar regulations not normally handled by police officers in the routine course of their duties.
- d. The department will respond to all emergency calls immediately as they come in. Non-emergency calls will be prioritized and handled within a reasonable time period after getting the call.
- e. The department will provide trained investigators to investigate all criminal occurrences e.g. burglaries, deaths (other than natural), frauds, thefts, etc.
- f. The department will have the services of state certified peace officers available to respond to the law enforcement needs of the community 24 hours each day.
- g. The department will provide the services of a trained drug investigator to deal with any illicit narcotics problems within the community.
- h. The department will actively promote crime prevention programs within the community.
- i. The department will provide all administrative functions pertaining to the enforcement of the laws within the community, which includes: Training and schooling of personnel, scheduling of personnel, upkeep of equipment and accessories, discipline of personnel, scheduling of vacations, personal leave, sick leave, and procurement of comprehensive liability insurance coverage for departmental personnel and work performance.

- j. The retention of such service, the standards of performance, the discipline of officers and other matters incidental to the performance and to the control of personnel so employed, shall be with the provider.
  - k. The parties agree to provide for review of law enforcement activity by meeting as a need arises with a committee comprised of the Hawarden Police Chief, Hawarden City Administrator, Ireton Mayor and two members of the Ireton City Council.
  - l. In the event of a dispute between the parties hereto as to the level or manner of performance of such service, a mediation committee comprised of the Hawarden Police Chief, City Administrator, Mayor of both communities, and two members of the Ireton City Council shall investigate the problem arising. The mediation committee shall make a full report of their findings and conclusions to each City Council. The provider shall make the final decision as to the law enforcement activity.
  - m. It is specifically stated that **Emergency Law Enforcement** services will be provided to the City on a twenty-four-hour basis.
2. To facilitate the performance of the functions contemplated herein, it is hereby agreed that the Provider shall have the full cooperation and assistance of the City; its officers, agents, and employees.
  3. The Provider shall furnish the necessary equipment and supplies to carry out the services provided for in this agreement.
  4. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Provider's personnel performing service hereunder for said City, or any other liability other than that provided for in this agreement.
  5. The City shall not be responsible or liable for compensation or indemnity to any Providers employee for injury or sickness arising out of his employment, and the Provider hereby agrees to hold harmless the City against such claim.
  6. This agreement shall be in force upon its effective date as determined under paragraph 6 below and continue until June 30, 2019, at 12:00 am at a rate of \$60,040.00 for services provided from July 1, 2018 under the previous contract between the parties as well as services provided under this agreement through the initial termination date of June 30, 2019. Thereafter, subject to the compensation adjustment set forth below, this agreement shall renew for the period commencing on July 1, 2019 and ending on June 30, 2020 at 12:00 a.m. July 1 and from year to year thereafter with each term commencing on July 1 at 12:00 a.m. and ending on June 30 at 12:00 a.m., upon same terms and conditions unless terminated as herein provided.

Either party shall have the right to terminate this agreement effective July 1 of any year by giving the other party written notice of termination on or before January 1<sup>st</sup> of the year in which the termination is to take effect. Notice shall be effective when deposited in the U. S. Mail with proper postage applied, addressed to the party's last know address or upon actual receipt of notice by the party, whichever first occurs. This agreement shall be effective as a termination of all

prior contracts between the parties with respect to the Ireton Police Protection Agreement.

Unless the parties execute an addendum providing that different compensation shall apply, annual compensation for years commencing July 1, 2019 and thereafter shall be determined by increasing the annual compensation by the same percentage as the percentage of increase of the Hawarden Police Department's total annual operating budget.

(For example, if the Hawarden Police Department's total annual operating budget increases 3%, the City of Ireton's annual contribution will increase 3%. If the Hawarden Police Department's total operating budget has no increase, then the contribution from the City of Ireton will not increase.)

- 6. This Agreement shall be in full force and effect upon the approval by the governing body of each Party and upon filing, of a certified copy with the Iowa Secretary of State and with the Sioux County. The City of Hawarden, Iowa shall be responsible for these filings.
- 7. This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties and executed by the authorized representatives of all Parties.
- 8. In the event any part or paragraph of this Agreement is declared void as being contrary to law, the remaining portions of this Agreement that are valid, shall continue in full force and effect.
- 9. It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.
- 10. This agreement is executed in duplicate originals and each of the parties shall receive an original.

The undersigned Mayor of the City of Ireton, Iowa and the Mayor of the City of Hawarden, Iowa; hereby state that they have been authorized by their respective city Councils' to execute this agreement.

IN WITNESS WHEREOF, we have set our hands this \_\_\_\_ day of \_\_\_\_, 2018.

ATTEST:

CITY OF IRETON, IOWA

\_\_\_\_\_  
Carol Liston, City Clerk

\_\_\_\_\_  
Chris Mueller, Mayor

IN WITNESS WHEREOF, we have set our hands this \_\_\_\_ day of \_\_\_\_, 2018.

ATTEST:

CITY OF HAWARDEN, IOWA

\_\_\_\_\_  
Michael DeBruin, City Administrator

\_\_\_\_\_  
Ricard R. Porter, Mayor

**Job Title:** Economic/Community Development Director



**About the City:** Hawarden is a community that offers the serene and exciting attributes of rural hometown Iowa while being nestled a short distance between two big cities. Located just 35 miles north of Sioux City, Iowa, and 45 miles south of Sioux Falls, SD, it's the perfect location to combine the benefits of city life with the tranquility of home.

**Job Description:** The Economic/Community Development Director is self-motivated through curiosity with a passion driven by an unquenchable desire to grow a community. Changing environments, varying levels of responsibilities and challenging objectives allow this person's true strengths to show. The keen ability to manage the demands of multiple projects through organizational prowess and an individual's strong ability to properly prioritize and communicate effectively to successfully navigate through the most demanding opportunities.

**Duties and Responsibilities:**

- This is a city position; therefore the employee works at the pleasure of the Hawarden City Council and reports to the City Administrator.
- Plans, develops and executes programs and activities to foster new development initiatives for the city of Hawarden.
- Collaborates with the economic development board.
- Undertakes diverse projects and initiatives to market and promote the Hawarden area so as to achieve success in industrial, commercial, economic and community development. These efforts shall be accomplished through coordinating the combined resources of the City of Hawarden, local committees and non-profits and county, regional and state development organizations and agencies.
- Assists existing businesses and industries in the Hawarden area through implementation of an ongoing retention and expansion program that includes regular personal visits with business enterprises. Cooperation with regional economic development partners and organizations in this effort is imperative.
- Encourages and fosters entrepreneurial enterprises in the community, making referrals to appropriate resource providers when called for.
- Actively recruits business prospects and leads, which would be suitable for relocation or expansion to Hawarden.



-Prepares proposals in response to leads generated locally and when requested by regional and state entities.

-Undertakes downtown revitalization activities, with a focus on preservation and growth in available properties.

-Provides administrative support for the Hawarden Economic Development committee.

-Prepares the annual economic development budget, management of the expenditures and create, in coordination with the Hawarden Economic Development committee chair, agendas for the ED committee meetings.

-Develop short- and long-term goals and strategies to guide the community economic development activities.

-Coordinates the maintenance and administration of the community website.

-Seeks out grant opportunities and prepares grant applications for a variety of community development projects on behalf of the City.

-Attends trade shows, conferences, seminars and other activities in order to network, market and gain information which will be valuable to Hawarden's community development goals.

-Serves as key liaison with the Chamber of Commerce working alongside the Chamber Board and committees to collaborate when possible.

-Works to develop new housing initiatives with key stakeholders for improving or revitalizing housing within the city.

-Acts as the liaison between local, state, federal and private sector organizations involved in community and economic development activities.

-Seeks opportunities to partner with community groups to expand the quality of life available in Hawarden regarding areas such as housing, healthcare, education, tourism and recreation.

-Other duties as directed by the City Administrator.

### **Minimum Qualifications:**

Experience in the management of community and economic development programs. Related training in the area of economic and community development. Experience with supervision of employees or any equivalent combination of experience and training which provides the essential knowledge, skills and abilities. Knowledge of

economic development finance, business credit analysis and real estate finance. Ability to maintain effective working relationships with employees, government officials and the general public. Ability to manage a multitude of tasks simultaneously.

**Profile:** The City of Hawarden is looking for a self-motivated and driven individual to serve as the Economic/Community Development Director.