



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MAY 10, 2021 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER (VIA ZOOM)
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

<https://us02web.zoom.us/j/85798697318>

Meeting ID: 857 9869 7318

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 857 9869 7318

Passcode 4240133

If you wish to address the City Council, please use the “raise your hand” feature or comment indicating such. Once the Mayor has opened the issue for public comment, you will be called on and your microphone will be turned on. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.

1.0) ROLL CALL

2.0) PLEDGE OF ALLEGIANCE

3.0) APPROVAL OF AGENDA

4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

4.1) April 26, 2021 – Regular City Council Meeting

5.0) PUBLIC HEARINGS:

5.1) PUBLIC HEARING ON THE PROPOSED ANNUAL BUDGET AMENDMENT FOR FISCAL YEAR 2021.

- A) MAYOR OPENS PUBLIC HEARING
- B) PROCEEDINGS
- C) MOTION TO CLOSE PUBLIC HEARING

5.2) **RESOLUTION** ADOPTING THE FISCAL YEAR 2021 BUDGET AMENDMENT. **ROLL VOTE.**

5.3) PUBLIC HEARING ON THE PROPOSED PLANS, SPECS AND COST ESTIMATE FOR THE FIRE STATION ADDITION PROJECT

- D) MAYOR OPENS PUBLIC HEARING
- E) PROCEEDINGS
- F) MOTION TO CLOSE PUBLIC HEARING

5.4) **RESOLUTION** AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE FIRE STATION ADDITION. **ROLL VOTE.**

6.0) PROCLOMATIONS: NONE

7.0) OLD BUSINESS:

7.1) **RAGBRAI COMMITTEE UPDATE**

- 7.2) **DISCUSSION AND POSSIBLE ACTION ON PARKLET REQUESTS FOR DOWNTOWN FOR THE SEASON**
- 8.0) **NEW BUSINESS**
 - 8.1) **INTRODUCTION OF NEW WASTEWATER SUPERINTENDENT STEVE AGNITSCH**
 - 8.2) **DISCUSSION AND POSSIBLE ACTION ON FLOOD INSURANCE (Jackie Schneider, Schneider Weers Insurance)**
 - 8.3) **RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT WITH ST.PATRICK'S CHURCH**
 - 8.4) **REVIEW AND APPROVAL OF FIVE-YEAR AGREEMENT FOR MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES BETWEEN THE CITY OF ANAMOSA AND THE IOWA DEPARTMENT OF TRANSPORTATION**
 - 8.5) **ALLEY CLOSURE REQUEST FOR UNITED METHODIST AND UCC CHURCHES FOR JULY 29-30, 2021 FOR FOOD TENT FOR RAGBRAI**
 - 8.6) **RESOLUTION SETTING PUBLIC HEARING FOR MAY 24, 2021 AT 6:00PM AT THE ANAMOSA LIBRARY AND LEARNING CENTER AND VIA ZOOM ON PROPOSED SALE AND CONVEYANCE OF 100 E 1st STREET, ANAMOSA, IA TO KJORE PARTNERS**
 - 8.7) **RESOLUTION APPROVING THE HIRING AND SETTING SALARIES OF SEASONAL PART TIME EMPLOYEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE 2021 SUMMER SEASON**
 - 8.8) **REVIEW AND APPROVAL OF LIQUOR LICENSE RENEWAL FOR CASEY'S STORE #2690**
 - 8.9) **REVIEW AND APPROVAL OF APRIL TREASURERS REPORT**
 - 8.10) **REVIEW AND APPROVAL OF CURRENT BILLS**
- 9.0) **CITY ADMINISTRATOR'S REPORT:**
- 10.0) **MAYOR AND COUNCIL REPORTS:**
 - 10.1) **MAYOR'S REPORT**
 - 10.2) **COUNCIL REPORTS**
- 11.0) **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**
- 12.0) **ADJOURNMENT**

STATEMENT OF COUNCIL PROCEEDINGS

April 26, 2021

The City Council of the City of Anamosa met in Regular Session April 26, 2021 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: John Machart, Rich Crump, Jeff Stout (via Zoom), Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Administrator/Clerk; Rebecca Vernon, Library Director and Nick Brokaw, Police Sargent. Due to the restrictions on public gatherings, the public utilized Zoom to participate in the meeting from their homes. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present. All votes will be called as roll votes.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting.

Motion by Stout, second by Zumbach to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Machart to approve the minutes of the April 12, 2021 Regular City Council meeting. The Mayor commented. Ayes: all. Nays: none. Motion carried.

Mayor Smith read a proclamation and declared April Sexual Assault Awareness month in the City of Anamosa.

Motion by Crump, second by Smith to approve the \$10,000 seed money request from the Anamosa RAGBRAI Committee with \$7,500 being released when it is received by the City from the RAGBRAI organization at 60 days before the event and \$2,500 released when the remainder is received by the City 30 days before the event and once the event is over the City will bill the committee for everything in excess of the \$5,000 remaining and depending on the finances an agreement will be come to. LeeAnna Boone presented the request to Council. Discussion was had. Ayes: all. Nays: none. Motion carried.

Motion by Smith to approve the second reading of Ordinance 946 amending the Code of Ordinances of the City of Anamosa, Iowa under General Code Provisions by adding a New Chapter, Chapter 10 Entitled "Ragbrai - Miscellaneous Permits and Regulations". Discussion was had. Roll vote. Ayes: Smith, Machart, Zumbach, Stout, Capron. Nays: Crump. Motion carried.

Motion by Zumbach, second by Machart to waive the third reading and adopt Ordinance 946 with one edit to the date of May 1, 2021 to May 15, 2021. Roll vote. Ayes: Machart, Zumbach, Stout, Smith, Capron. Nays: Crump. Motion carried. Ordinance 946 will become active upon publication in the Journal-Eureka.

Motion by Crump, second by Zumbach to approve the use of Riverside Cemetery for the Veterans Memorial Day Ceremony. Becky DirksHaugsted made the request for the Veterans

groups to use Riverside Cemetery for their Memorial Day Ceremony. They will not have a parade this year. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve June 5, 2021 for Spring Clean-up Day from 7am–Noon at the Anamosa Street Shop. Shane Brown, Street Superintendent, explained that this date was chosen to be after graduation and before RAGBRAI. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve the Anamosa East Central Iowa Housing Trust Fund agreement for Low to Moderate Income housing down payment assistance. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Machart to approve the first reading of an Ordinance for a Vacant Property Register. This Ordinance will go for legal review and be included in the recodification process in May and June. Roll vote. Ayes: Capron, Smith, Crump, Zumbach, Stout, and Machart. Nays: none. Motion Carried.

Motion by Crump, second by Capron to approve Resolution 2021-17 setting the date of May 10, 2021 at 6:00pm at the Anamosa Library and Learning Center and via Zoom for a Public Hearing to amend the current city budget for Fiscal Year 2021. Roll vote. Ayes: Crump, Stout, Smith, Machart, Capron, and Zumbach. Nays: none. Motion carried.

Motion by Stout, second by Crump to approve Resolution 2021-18 setting the date of May 10, 2021 at 6:00pm at the Anamosa Library and Learning Center and via Zoom for a public hearing on proposed plans and specifications, proposed form of contract and estimate of costs for the Anamosa Fire Station Addition Project and the taking of bids for such work. Roll vote. Ayes: Smith, Machart, Crump, Stout, Zumbach, and Capron. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve Resolution 2021-19 approving the time extension and setting salary for full time temporary Water Operator for the Fiscal Year Ending June 30, 2021. Roll Vote. Ayes: Crump, Stout, Smith, Machart, Capron, and Zumbach. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve Resolution 2021-20 approving the hire and setting salary for Full Time and Part Time Patrol Officers for Fiscal Year 2021. Roll vote. Ayes: Capron, Machart, Smith, Zumbach, Crump, and Stout. Nays: none. Motion carried.

Motion by Crump, second by Capron to approve Resolution 2021-21 approving the hiring and setting salary for Interim Water Department Superintendent and Full Time Water Operator II for the Fiscal Year Ending June 30, 2021. Roll vote: Ayes: Zumbach, Crump, Smith, Capron, Stout, and Machart. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve an amendment to the Professional Services Agreement with Shive-Hattery for the Fire Station Addition. Ayes: all. Nays: none. Motion carried.

Motion by Zumbach, to approve the current bills, second by Capron. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reported that the accounting software going live is coming in the next few weeks. The Iowa Municipal Finance Officers Conference was attended and notable items were legislative issues presented by the League of Cities.
Mayor and Council Reports: The Mayor had no report. Smith reminded everyone of Steve Wendle's retirement party on May 6th from 5-7 pm at Wapsi-Ana Park.

There were no Public comments for items not on the agenda.

Motion by Machart, second by Crump to adjourn. Ayes: all. Nays: none. Motion Carried.
Meeting adjourned at 7:37 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

ANAMOSA

Fiscal Year July 1, 2020 - June 30, 2021

The City of ANAMOSA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/10/2021 06:00 PM

Contact: Beth Brincks

Phone: (319) 462-6055 ext: 302

Meeting Location: Anamosa Library and learning Center, 600 E First St, Anamosa, IA and via Zoom

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,974,112	0	1,974,112
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,974,112	0	1,974,112
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	329,788	0	329,788
Other City Taxes	6	603,264	0	603,264
Licenses & Permits	7	170,600	0	170,600
Use of Money & Property	8	50,100	0	50,100
Intergovernmental	9	840,961	763,595	1,604,556
Charges for Service	10	3,012,800	0	3,012,800
Special Assessments	11	0	0	0
Miscellaneous	12	246,776	845,146	1,091,922
Other Financing Sources	13	5,007,500	1,750,000	6,757,500
Transfers In	14	1,879,487	0	1,879,487
Total Revenues & Other Sources	15	14,115,388	3,358,741	17,474,129
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,140,645	143,741	1,284,386
Public Works	17	1,062,115	200,000	1,262,115
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,125,021	750,000	1,875,021
Community and Economic Development	20	19,272	20,000	39,272
General Government	21	630,809	31,000	661,809
Debt Service	22	382,252	0	382,252
Capital Projects	23	5,000,000	-2,750,000	2,250,000
Total Government Activities Expenditures	24	9,360,114	-1,605,259	7,754,855
Business Type/Enterprise	25	2,974,383	5,000,000	7,974,383
Total Gov Activities & Business Expenditures	26	12,334,497	3,394,741	15,729,238
Transfers Out	27	1,879,487	0	1,879,487
Total Expenditures/Transfers Out	28	14,213,984	3,394,741	17,608,725
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-98,596	-36,000	-134,596
Beginning Fund Balance July 1, 2020	30	9,339,866	0	9,339,866
Ending Fund Balance June 30, 2021	31	9,241,270	-36,000	9,205,270

Explanation of Changes: Revenue additions: GO Bond Proceeds for Police, Fire, Road, and Downtown projects. CDBG Grant funds also received for the Downtown Façade Project. Insurance proceeds from claims for derecho, ice dam and auto claims. FEMA assistance for derecho debris removal. COVID relief funds. RAGBRAI funds received to offset expenditures of the event. Expenditures: COVID relief funds expended for Public Safety labor. Insurance funds expended for repairs to Public Safety equipment, Culture and Recreation building and equipment repairs, and General Government repairs at City Hall. FEMA funds were expended on derecho debris removal in Public Works. Community and Economic Development increase was due to expenditure of LMI funds for down payment assistance. General Government had the expenditure of RAGBRAI money as seed money for the event. Water and Wastewater Capital projects were moved to Enterprise as financing will be done with enterprise revenue. Projects funded with new GO bond financing were added to the expenditures as these projects are moving forward in this fiscal year.

Budget Summary by Program-2021, as adopted

Dated: March 31, 2021

Department	Budget 20-21	amend budget 1	Budget 20-21	
	As adopted		Amended	
Public Safety				
General-Police	836,077.00	131,595.00	967,672.00	COVID
LOST - Police	126,590.00		126,590.00	
Fire	124,750.00	12,146.00	136,896.00	Insurance Claim
General-Animal Control	1,400.00		1,400.00	
Emergency Services Admin	51,828.00		51,828.00	
Total	1,140,645.00	143,741.00	1,284,386.00	
Public Works				
General - Streets 01.70.3	456,215.00	200,000.00	656,215.00	132,000 derecho FEMA
LOST storm sewer	10,000.00		10,000.00	51,000 derecho insurance
Road Use (separate snow)	426,300.00		426,300.00	17,000 storm sewer
Snow Removal	40,000.00		40,000.00	
LOST Streetlights	70,000.00		70,000.00	
LOST Traffic Safety 09.00.1.1200	7,000.00		7,000.00	
Garbage	52,600.00		52,600.00	
Totals	1,062,115.00	200,000.00	1,262,115.00	
Health and Social Services				
Totals			0.00	
Culture and Recreation				
Library	272,641.00		272,641.00	
LOST - Library	30,000.00		30,000.00	
Park and Rec Admin	164,728.00		164,728.00	
LOST - Park and Rec Admin	0.00			
Parks Maint & Development	44,664.00	500,000.00	544,664.00	Insurance Claim
LOST - Parks	60,000.00		60,000.00	
Rec Programs	36,120.00	50,000.00	86,120.00	Insurance Claim
General-Cemetery	28,298.00		28,298.00	
Lawrence Community Center	158,200.00	200,000.00	358,200.00	Insurance Claim
LOST - LCC	115,000.00		115,000.00	
General-Aquatic Center (other)	165,370.00		165,370.00	
LOST - Aquatic Center	50,000.00		50,000.00	
Totals	1,125,021.00	750,000.00	1,875,021.00	
Community and Economic Development				
TIF-Rebates	19,272.00		19,272.00	
LMI Housing		20,000.00		LMI
Totals	19,272.00	20,000.00	39,272.00	
General Government				
Mayor & City Council	94,764.00		94,764.00	
City Admin	157,197.00		157,197.00	
LOST-Mayor CC City Admin	12,500.00		12,500.00	
Support Admin	289,641.00		289,641.00	
LOST - Support Admin	22,000.00		22,000.00	
Attorney	27,500.00		27,500.00	RAGBRAI seed
City Hall/Gen Bldg Operating	12,300.00	31,000.00	43,300.00	Remodel
Senior Center	2,900.00		2,900.00	Insurance claim
Insurance Admin (Tort)	12,007.00		12,007.00	
Totals	630,809.00	31,000.00	661,809.00	
Debt Service				
Debt Service	382,252.00		382,252.00	
Totals	382,252.00	0.00	382,252.00	

Capital Projects			
Fire Station		700,000.00	
Water project	3,000,000.00	-3,000,000.00	0.00
Sewer Project Construction	2,000,000.00	-2,000,000.00	0.00
HWY 151 Grade Separation		100,000.00	
Downtown Fasade CDBG		750,000.00	
Police Station		700,000.00	
Totals	5,000,000.00	-2,750,000.00	2,250,000.00
Business Type/Enterprises			
Water Operating	774,783.00		774,783.00
Customer Deposits	200.00		200.00
Water Capital Improvements	0.00	3,000,000.00	3,000,000.00
Sewer Operating	1,535,459.00		1,535,459.00
Sewer Capital Improvements	305,000.00	2,000,000.00	2,305,000.00
Water Debt	234,301.00		234,301.00
Sewer Debt	124,640.00		124,640.00
Totals	2,974,383.00	5,000,000.00	7,974,383.00
Transfers Out			
FS Equip to Debt	27,439.00		27,439.00
RUT to Gen Salaries	233,000.00		233,000.00
65% LOST to FS Equip	25,976.00		25,976.00
UR Corridor to Debt Srvs	8,303.00		8,303.00
UR Hwy 151 to Debt Srvs	127,307.00		127,307.00
UR MR to Debt Srvs	55,351.00		55,351.00
UR HWY 64 to Debt Srvs	44,281.00		44,281.00
Special Assess to Debt Srvs	42,011.00		42,011.00
Employee Benefit to General	505,000.00		505,000.00
Emergency Levy to General	36,591.00		36,591.00
Totals	1,105,259.00	0.00	1,105,259.00
Intrafund transfer			
FS Operation to Equip	14,024.00		14,024.00
General-Fire	68,656.00		68,656.00
General-FS Equip	52,111.00		52,111.00
General-LCC	20,000.00		20,000.00
General-Library	260,496.00		260,496.00
Water to Water Sinking	234,301.00		234,301.00
Wastewater to Wastewater Sinking	124,640.00		124,640.00
			0.00
Totals	774,228.00	0.00	774,228.00
Grand Total	14,213,984.00	3,394,741.00	17,608,725.00

RESOLUTION NO. 2021-

**RESOLUTION ADOPTING THE AMENDMENT TO THE ANNUAL BUDGET FOR
FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, the Iowa Legislature adopted legislation that mandates that a City shall prepare and adopt a balance budget and shall certify taxes; and,

WHEREAS, the City Council of the City of Anamosa set the date of May 10, 2021 and the time of 6:00 p.m. to hold the public hearing on Fiscal Year 2021 Proposed Budget Amendment; and,

WHEREAS, the notice was published in the Anamosa Eureka-Journal on April 29, 2021 and copies of the proposed budget were available in the City Clerk's office at City Hall for the public to review; and

WHEREAS. The City Council has held and conducted said public hearing on the proposed budget amendment for Fiscal Year 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that a copy the State of Iowa budget amendment form in support thereof showing the revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

FURTHERMORE, The City Clerk is also directed to complete the necessary forms and file same in the time so established by law. The City Clerk is also directed to set up the books in accordance with the summary and details as adopted.

Councilmember _____ introduced the foregoing Resolution No. 2021- and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich				
Smith, Kay				
Machart, John				
Zumbach, Alan				
Stout, Jeff				
Capron, Galen				

PASSED AND APPROVED this 10th day of May, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

ARCHITECTURE + ENGINEERING

Project Name: City of Anamosa - Fire Station Addition

Bid Date & Time: May 6, 2021 @ 2:00 PM

**DOCUMENT 00 0510
NOTICE OF AWARD**

Dated May 7, 2021

TO: Boomerang Corp

ADDRESS: 13225 Circle Dr, Suite A
Anamosa, IA 52205

PROJECT: City of Anamosa – Fire Station Addition

CONTRACT FOR: City of Anamosa – Fire Station Addition

You are notified that your Bid dated May 6, 2021, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the City of Anamosa – Fire Station Addition project.

The contract sum of your contract is seven hundred sixty thousand eight hundred dollars and zero cents (\$760,800.00), in accordance with your bid.

The sum is based on the following breakdown:

Base bid:	\$734,000.00
Alternate 1:	\$21,000.00
Alternate 2:	\$3,300.00
Alternate 3:	\$2,500.00
TOTAL:	\$760,800.00

Once contract documents are executed, you may contact Action Reprographics to send all returned sets of bid documents to your office for your use.

You must comply with the following conditions precedent by May 17, 2021:

1. You must deliver to Shive-Hattery, Inc. one electronic fully executed copy of this Notice of Award.
2. You must deliver to Shive-Hattery, Inc. one electronic fully executed counterpart of the forthcoming AIA Agreement. Each must bear your signature.
3. You must deliver to Shive-Hattery, Inc. not later than three (3) days following the date of execution of the Agreement the Performance Bond and Payment Bond as specified in the Supplementary Conditions.
4. You must deliver to Shive-Hattery, Inc. the Certificate of Insurance as outlined in the Supplementary Conditions. Note the requirements for a Power-of-Attorney or other evidence indicating that the person signing this Certificate of Insurance is the authorized representative of the insurance company. In addition, the contractor is required to name the Owner, Shive-Hattery, Inc., and their agents as additional insureds. This statement must appear on all insurance certificates.
5. You must submit to Shive-Hattery, Inc. a submittal schedule (not just a log) not later than seven (7) days following the execution of the Agreement.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

City of Anamosa – Fire Station Addition
4207090
00 0510-1

DOCUMENT 00 0510
NOTICE OF AWARD

Within fourteen (14) days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

Shive-Hattery will schedule and lead a preconstruction meeting. Shive-Hattery will coordinate with Boomerang Corp and City of Anamosa's representative on the date/location/time of the meeting. It is required that a representative from your company in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time.

Owner

By:

Authorized Signature

Title

ACCEPTANCE OF AWARD

Contractor

By:

Authorized Signature

Title

Date

END OF DOCUMENT

RESOLUTION NO. 2021-

***RESOLUTION ACCEPTING THE PLANS AND SPECIFICATIONS, ACCEPTING BID AND
AWARDING CONTRACT TO BOOMERANG CORP. FOR THE FIRE STATION ADDITION
PROJECT***

WHEREAS, Shive-Hattery, the City's Architect on this Fire Station Addition Project, has prepared the plans, specifications, and estimated costs for the Fire Station Addition Project; and

WHEREAS, on May 6, 2021 the City staff did receive and open bids from three contractors and the bids ranged from \$734,000 to \$1,069,000; and

WHEREAS, the construction budget for this project is \$700,000 and the apparent low bid was \$734,000 received from Boomerang Corp. with optional alternate 1 at \$21,000, alternate 2 at \$3,300 and alternate 3 at \$2,500.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City Council does hereby accept the bid from Boomerang Corp., for the amount of \$734,000 with optional alternates: alternate 1 at \$21,000, alternate 2 at \$3,300 and alternate 3 at \$2,500.

Councilmember _____ introduced the foregoing **Resolution No. 2021-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER	AYES	NAYS	ABSENT
CRUMP			
SMITH			
MACHART			
ZUMBACH			
STOUT			
CAPRON			

PASSED AND APPROVED this 10th day of May, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk



Beth Brincks <beth.brincks@anamosa-ia.org>

Request for Parklet @ Tyler & Downing's Eatery

1 message

tylerdowning tyleranddowningseatery.com <tylerdowning@tyleranddowningseatery.com> Mon, May 3, 2021 at 11:20 AM
To: "Beth.brincks@anamosa-ia.org" <Beth.brincks@anamosa-ia.org>

Beth,

We would like to request the parklet be installed again this year.

Any chance the city would consider moving the Handicap parking spot One space to the East? It would put the cross walk and ramp in front of the handicap space.

If that screws up the crosswalk and ramp project, never mind.

Sincerely,
Dirk Downing

RESOLUTION 2021-

**RESOLUTION APPROVING PURCHASE AGREEMENT FOR THE
PROPOSED PURCHASE OF REAL ESTATE FROM ST. PATRICK'S
CATHOLIC CHURCH**

WHEREAS, the City is interested in purchasing real estate from St. Patrick's Catholic Church in the City of Anamosa, Jones County, Iowa, identified as Auditor's Parcel No. 0903430009, and

WHEREAS, acquisition of this property by the City of Anamosa would be to the benefit of the public, and

WHEREAS, a Purchase Agreement has been recommended and prepared by legal counsel for the City, and

WHEREAS, the purchase price shall be One Dollar (\$1.00.) in addition to further consideration in the form of the City's agreement to resurface (with asphalt) the west 51 feet (approximate) of St. Patrick's parking lot (identified for purposes of the purchase agreement as Parcel No. 09034300011) in conjunction with City's improvement of the adjacent public alley.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Anamosa hereby approves the attached Purchase Agreement for the purchase of said real estate and authorizes the Mayor and City Clerk to sign the same, in substantially the form attached, on behalf of the City, in addition to any further documentation that may be required to facilitate the above-referenced purchase.

Councilmember _____ introduced the foregoing Resolution No. 2021- and moved for its adoption.
Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich				
Smith, Kay				
Machart, John				
Zumbach, Alan				
Stout, Jeff				
Capron, Galen				

PASSED AND APPROVED THIS 10th day of May, 2021

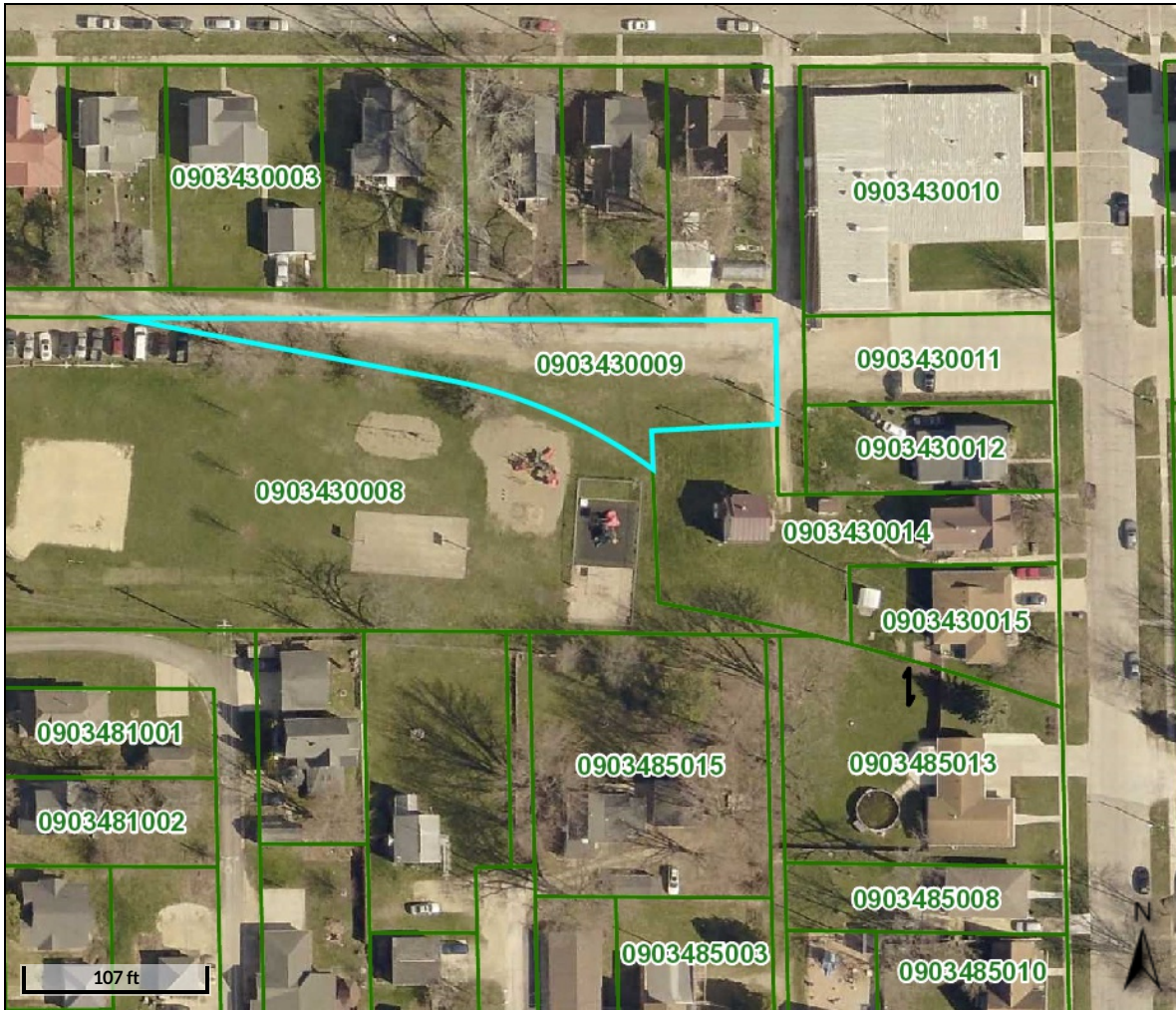
Rod Smith, Mayor

Attest: Beth Brinks, City Clerk

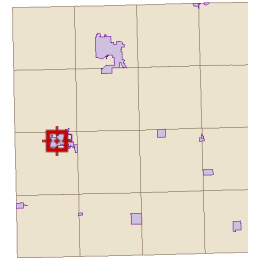


Beacon™

Jones County, IA



Overview



Legend

Parcels

Parcels

Structures on Lease
Land

Cartography

Major Roads

Parcel ID 0903430009

Sec/Twp/Rng n/a

Property Address

District ANACO

Brief Tax Description W 94' OF S 112' OF SALES S.D. OF WALWORTHS O.L.

(Note: Not to be used on legal documents)

Alternate ID 132300

Class EX

Acreage n/a

Owner Address ST PATRICKS CHURCH

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 3/18/2021

Last Data Uploaded: 3/17/2021 5:46:14 PM

Developed by Schneider
GEOSPATIAL

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into by **ST. PATRICK'S CHURCH** ("SELLER"), an Iowa non-profit corporation, and the **CITY OF ANAMOSA, IOWA**, an Iowa municipal corporation ("BUYER"), as of the date of the last signature set forth below ("Effective Date").

SELLER is the owner of real property ("Property") situated in the City of Anamosa, Jones County, Iowa, identified as Auditor's Parcel No. 0903430009, and legally described as follows:

Land in SE¹/₄ NE¹/₄ SE¹/₄ of SECTION 3, TOWNSHIP 84, NORTH, RANGE 4, West of the 5th P.M. bounded as follows: COMMENCING at a point 140 feet South of the south line of Carroll Street and 156 feet west of the west line of Garnavillo Street in the City of Anamosa and running thence south about -- feet to land formerly owned by B. F. Shaw (then Simmons, now Leggett) thence West to the railroad switch to the penitentiary and thence along said switch to a point 140 feet south of Carroll Street and thence east to place of beginning, and the right of way through alley from Carroll Street to said land and all interest in said alley South of point 156 feet South of the South line of Carroll Street. (Subject to existing lease between the grantors and the Iowa Electric Light & Power Company. The interest of grantors is hereby assigned to grantee.)

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Dollar (\$1.00.) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount. As further consideration for this Agreement, BUYER agrees, at BUYER'S expense, to resurface (with asphalt) the west 51 feet (approximate) of SELLER'S parking lot (identified for purposes of this Agreement as Parcel No. 09034300011) in conjunction with SELLER'S improvement of the adjacent public alley.

2. REAL ESTATE TAXES.

A. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.**

- A. SELLER shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this Agreement is effective, and all prior installments thereof.
- B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

4. **LIABILITY.** SELLER shall bear the risk of all liability for property damage or bodily injury occurring with respect to the Property during SELLER'S possession of the Property and prior to closing or possession, whichever first occurs. In the event a suit for liability with respect to the Property is filed prior to closing, or in the event SELLER is notified or otherwise learns of an incident giving rise to a suit for liability at any time prior to closing, this Agreement shall, subject to BUYER'S discretion, be declared null and void.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing. Closing shall be held on or before _____, 2021 or on such other date as the parties may mutually agree, but in no event later than _____, 2021. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents. BUYER agrees to pay all cost of closing whether customarily paid by SELLER or otherwise (excluding SELLER'S attorney, accounting, and/or other professional fees).

6. **CONDITION OF PROPERTY.** The Property, as of the date of this Agreement, will be preserved by SELLER in its present condition until possession. Except as otherwise provided in this Agreement, the Property is being sold "as is" and SELLER makes no warranties, expressed or implied, as to the condition of the Property.

7. **ABSTRACT AND TITLE.** SELLER agrees to provide an abstract of title for the Property to BUYER, provided SELLER possesses such an abstract of title. BUYER may have SELLER'S abstract of title continued or may have a new abstract of title for the Property created at its expense, and BUYER'S attorney may, at BUYER'S expense, examine the abstract as continued through the date of acceptance. If BUYER'S title opinion does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

8. **DEED.** Upon payment of the Purchase Price (but prior to performance of additional consideration), SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by BUYER at BUYER'S expense.

9. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

10. **ENVIRONMENTAL MATTERS.**

- A. SELLER warrants to the best of its knowledge and belief 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 SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants 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.
- B. BUYER may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

11. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

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, addressed to the parties at the addresses given below.

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. This Agreement shall survive closing. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by SELLER and BUYER. Paragraph 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. REMEDIES OF PARTIES.

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER 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 SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER 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 attorney fees.

15. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

16. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

17. COUNCIL APPROVAL. This Agreement shall be expressly contingent upon approval by the City Council for Anamosa, Iowa.

18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

19. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

SELLER

ST. PATRICK'S CHURCH

Dated this 21st day of April, 2021.

By: Rev. Nick B. March

Rev. Nick B. March, Pastor

(Print Name) (Print Title)

BUYER

CITY OF ANAMOSA, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2021.

By: _____
Rod Smith, Mayor

Attest:

Beth Brinks, City Clerk/Administrator

Address: 217 N Garnavillo St
Anamosa, Iowa 52205

Telephone: (319) 462-2141

Address: Anamosa Buyer Hall
107 South Ford Street
Anamosa, Iowa 52205

Telephone: (319) 462-6055



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of _____, _____ County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 5-6-21

☐ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: United Methodist + UCC Churches

Applicant's Address: 201 S. Ford and E. 13th Street

Applicant's Phone: _____

Event Location/Address: Alley between the churches

Detailed Description of Event:

Food service for RAGBRAI

Date of Event: July 29-30, 2021 Time Period of Event: July 29 - July 30
5am - 5pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Alley between E 1st Street + E 2nd St.

Starting at intersection(s) of: map attached

End at intersection(s) of: _____
Please attach a detailed map/drawing of area.

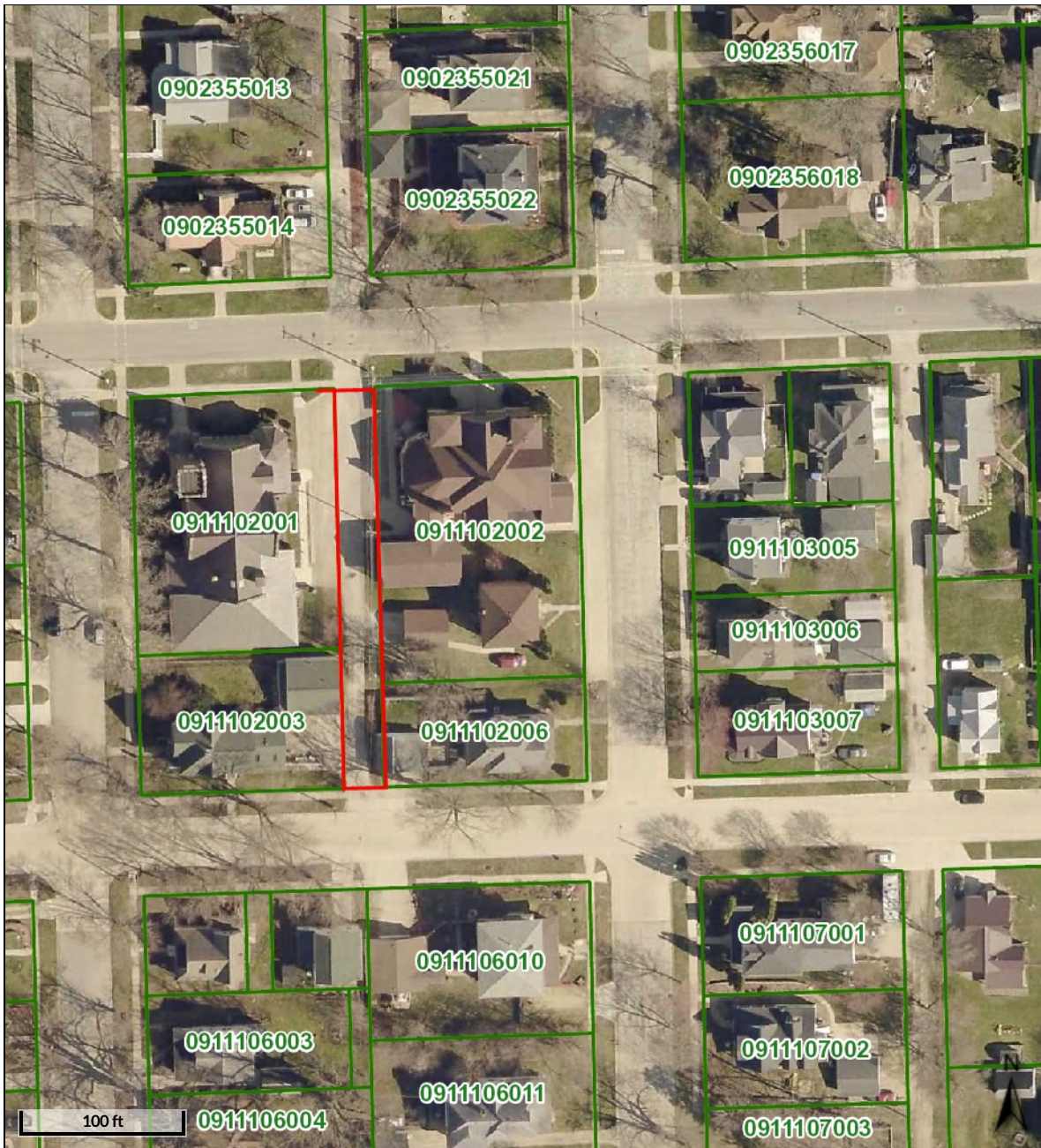
Barricades Needed?: Y/N How many: _____ Type: _____

Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.

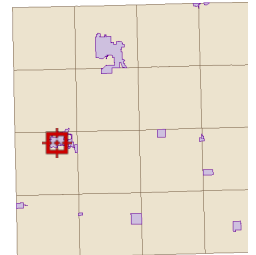
COPY OF ORDINANCE GIVEN TO APPLICANT? _____

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: _____

DISTRIBUTE COPIES TO: * APPLICANT * POLICE DEPT.
* PUBLIC SERVICES * FIRE DEPT.







Overview



Legend

Parcels

-  Parcels
-  Structures on Lease Land
-  Cartography
-  Major Roads

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Date created: 5/6/2021

Last Data Uploaded: 5/5/2021 5:39:49 PM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION NO. 2021-

**RESOLUTION SETTING PUBLIC HEARING ON PROPOSED SALE AND
CONVEYANCE OF 100 E 1st STREET, ANAMOSA, IA TO KJORE PARTNERS**

WHEREAS Kjore Partners has offered to purchase the property at 100 E 1st Street for \$1.00 and agrees to repair and restore the building and return to commercial use by 2024; and,

WHEREAS, the Police Department is still occupying the building and will lease the building back from Kjore Partners for \$1.00 per month until they vacate the building; and,

WHEREAS the property at 100 E 1st Street, Anamosa, IA that Kjore seeks to acquire will serve no municipal purpose, nor are there plans for its future municipal use once the Police Department moves to 108 N Ford St, Anamosa, IA; and,

WHEREAS this Council is of the opinion it would be in the City's best interests to sell and convey 100 E 1st Street, Anamosa, IA sought to be acquired by Kjore Partners;

BE IT RESOLVED, THEREFORE, that the proposal of this Council to sell and convey to Kjore Partners for \$1.00 shall come on for hearing before this Council on the 24th day of May, 2021 at 6 o'clock p.m. at the Anamosa Library and Learning Center and via Zoom.

Councilmember _____ introduced the foregoing Resolution No. 2021- and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich				
Smith, Kay				
Machart, John				
Zumbach, Alan				
Stout, Jeff				
Capron, Galen				

PASSED, ADOPTED AND APPROVED THIS 10th day of May, 2021.

Rod Smith, Mayor

ATTEST: _____
Beth Brincks, City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSAL OF THE CITY
COUNCIL TO SELL REAL PROPERTY
LOCATED AT 100 E 1ST STREET, ANAMOSA, IA, ALSO
IDENTIFIED AS AUDITOR'S PARCEL NO. 0902355014**

The Anamosa City Council will hold a public hearing on the 24th day of May, 2021 at 6 o' clock P. M. at the Anamosa Library and Learning Center located at 600 E 1st Street, Anamosa, IA on the proposal to sell real property located at 100 E 1st Street, also identified as Auditor's Parcel No. 0902355014, in the City of Anamosa, Iowa to Kjore Partners for the sum of \$1.00 and an agreement to repair and restore the building and return to commercial use by 2024.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

Zoom Meeting Link

<https://us02web.zoom.us/j/84092715903>

Meeting ID: 840 9271 5903

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 840 9271 5903

Passcode 7219436

In addition to electronic access, written comments may be filed or made prior to the meeting with the City Clerk and will be recorded in the minutes.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Beth Brincks, City Clerk

RESOLUTION NO. 2021-

RESOLUTION APPROVING THE HIRING AND SETTING SALARIES OF SEASONAL PART TIME EMPLOYEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE 2021 SUMMER SEASON

WHEREAS, with the upcoming summer season there is a need to hire part time seasonal personnel to maintain the parks and to staff the Anamosa Aqua Court; and

WHEREAS, the personnel list and personnel to hire have been reviewed by the Director and recommended to the Parks and Recreation Board where it was approved; and

WHEREAS, such recommendation is now forwarded onto the City Council for their review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following personnel for the upcoming season be approved:

LIFEGUARDS	
Employee Name	Hourly Rate
Joslin Banowetz	\$8.00
Ashlynn Brown	\$8.00
Ava Claussen-Tubbs	\$8.00
Maya Ludwig	\$8.00
Leah Sleep	\$8.00
Cole Wickham	\$9.00

CONCESSIONS	
Employee Name	Hourly Rate
Brylea Bildstein	\$7.50
Katravia Burns	\$8.00
Mickala Herrick	\$7.50
Paige Peasley	\$7.50
Savannah Venenga	\$7.50
Carlee Webber	\$7.50
Jenna Woods	\$7.75

PARKS MAINTENANCE	
Employee Name	Hourly Rate
Skylar Hollett	\$7.50
Brady Lasack	\$7.50
Preston Melville	\$7.50
Tim Schmadeke	\$7.75
Andrew Walton	\$7.50

Councilmember _____ introduced the foregoing **Resolution No. 2021-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 10th day of May, 2021.

ROD SMITH, MAYOR

ATTEST:

BETH BRINCKS, CITY CLERK

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

Class Beer/Liquor
Sunday: Yes ☒ No ☐
New ☒ Renewal ☐ Amended ☐
Circle Appropriate Info.

NAME OF APPLICANT: Casays General Store 2690
(Mary Day)
TRADE NAME (DBA): _____

STREET ADDRESS: 500 East main Street

PHONE (BUSINESS): 319-462-3984 HOME (OR CELL): 563-889-0317

The undersigned have by the signatures of the officials noted below, certify that the above mentioned structure conforms to all laws within the jurisdictional limits of enforcement of said officials and may receive approval of this application.

ANAMOSA POLICE DEPARTMENT

The above named applicant(s) is approved by this department to have a beer and/or liquor license at the above location.

[Signature]
Police Chief

04/27/21
Date

Leave form at City Hall after Fire and Health signatures are complete

ANAMOSA FIRE DEPARTMENT: Fire Inspection Fee -- \$35.00, includes two inspections. Each inspection after that will be \$25 each. (Make check out to: City of Anamosa)

[Signature]
Fire Chief (or designee)

4-15-21
Date

Phone: 319-462-4434 for appointment

*** JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)**

The above mentioned structure and business is in compliance with the Jones County Board of Health Regulations.

[Signature]
Jones County Environmental Health Official

4-5-21
Date

Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall _____ for the _____ Council Meeting

City of Anamosa
Treasurer's Monthly Report
as of May 31, 2020

Fund		Beginning Cash Balance	Monthly Revenue	Monthly Expenditure	Monthly Transfer In	Monthly Transfer Out	Investment Interest	Ending Cash Balance	Investment Balance	Petty Cash	Ending Fund Balance
General **	01	3,045,384.03	783,896.07	282,218.74				3,547,061.36	9,195.74	750.00	3,557,007.10
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,390.29	0.31					4,390.60			4,390.60
Local Access	04	3,890.72	0.80					3,891.52			3,891.52
Road Use Tax	06	1,426,256.49	149,692.97	10,182.35				1,565,767.11			1,565,767.11
Local Option-35%	09	468,968.11	12,649.05	12,868.00				468,749.16			468,749.16
Local Option-65%	09	465,870.40	23,451.29	9,671.71				479,649.98			479,649.98
Debt Service	11	127,454.53	27,913.23					155,367.76			155,367.76
TIF	12	451,752.10	97,354.44					549,106.54			549,106.54
Special Assessment	13	87,635.76	58.71					87,694.47			87,694.47
Employee Benefit	20	468,191.31	212,909.29					681,100.60			681,100.60
Library Special Gift	21	0.00						0.00	599,333.68		599,333.68
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpetual Care	26	97,252.52						97,252.52			97,252.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	194,163.24	-89.30					194,073.94			194,073.94
Water	51	1,163,648.30	160,754.92	121,811.38				1,202,591.84			1,202,591.84
WasteWater	52	4,019,799.66	213,415.70	102,129.31				4,131,086.05			4,131,086.05
Senior Center	66	0.00						0.00			0.00
Street Projects	70	14,358.21		25,077.90				-10,719.69			-10,719.69
Water Projects	71	-800,177.80	715,295.90	23,500.02				-108,381.92			-108,381.92
Sewer Projects	72	583,116.24						583,116.24			583,116.24
Downtown Projects	73	121,168.94		5,103.10				116,065.84			116,065.84
Fire Station Addition	74	673,814.36		55,091.00				618,723.36			618,723.36
Police Station Renovation	75	739,524.86		3,866.00				735,658.86			735,658.86
Capitol Projects	76	0.38						0.38			0.38
Payroll Clearing	99	0.00						0.00			0.00
TOTAL		13,367,881.43	2,397,303.38	651,519.51	0.00	0.00	0.00	15,113,665.30	608,529.42	750.00	15,722,944.72

**Includes Savings Acct and \$7,000 in Library Fund and \$600,000 CD for LCC

Investments can only be used for specific purposes

The beginning cash balance increased by \$18,637.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/14

The beginning cash balance increased by \$9,259.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/15

The beginning cash balance decreased by \$27,650.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/16

(NOTE: General Fund starting balance reflects a JE from auditor to account for payroll account outstanding checks totaling \$14,750 as of 6/30/17)

The beginning cash balance decreased by \$3,301.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/18

CITY OF ANAMOSA

Payments for approval on the May 10, 2021 City Council Meeting

April Consumer Deposit Refunds

Vendor Name	Description	Amount
CHAMBERS/DAVID	CHAMBERS CONS DEP REF	49.77
GILLESPIE INVESTMENTS	GILLESPIE INV DEP REF	87.72
HACKERT/SHERRIE	HACKERT CONS DEP REF	121.15
HERVAS/MELISSA	HERVAS CONS DEP REF	32.52
KHORLL/STEVEN	KHORLL DEP REF	64.78
KRAUS/SHELLY	KRAUS CONS DEP REF	22.16
MCBRIDE/HARRY	MCBRIDE CONS DEP REF	27.31
MERCER/JIM	MERCER CONS DEP REF	58.49
PEIFFER/SHIRLEY	PEIFFER CONS DEP REF	40.95
RICKELS/CHRISTA	RICKELS CONS DEP REF	71.07
ROSS/ALLISON	ROSS CONS DEP REF	69.26
SHARED VISION LLC	SHARED VISION DEP REF	62.24
TREECE/SANDRA	TREECE CONS DEP REF	35.79
WEIMER/REBECCA	WEIMER CONS DEP REF	51.01
WOOD/DEAN	WOOD CONS DEP REF	42.44
	Final Totals...	836.66

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
51 WATER FUND	836.66
TOTAL ALL FUNDS	836.66

April Manual Checks

Date Issued	Warrant	In Favor of	Check Amount	Description
4/30/2021	66761	PAYROLL TRANSFER	81,022.62	PAYROLL TRANS APR 2
4/30/2021	66762	US POSTMASTER	.00	VOIDED CHECK MISPRINT
4/30/2021	66763	US POSTMASTER	88.73	UB REMINDER NOTICES
4/30/2021	66816	PAYROLL TRANSFER	3,669.65	1ST QTR COUNCIL PAY
4/30/2021	66817	PAYROLL TRANSFER	66,228.70	PAYROLL APR 16
4/30/2021	66818	US POSTMASTER	550.40	APR UB BILLINGS
4/30/2021	66903	PAYROLL TRANSFER	67,935.12	APR 30 PAYROLL TRANS
4/30/2021	66904	IOWA INSURANCE DIVISION	96.00	ANNUAL CEMETERY REPORT
4/30/2021	66905	CITIZENS SAVINGS BANK	111.34	DEPOSIT SLIPS
			219,702.56	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	178,900.08
51	WATER FUND	26,215.71
52	WASTEWATER FUND	14,586.77
TOTAL	ALL FUNDS	219,702.56

April Cash Receipts by Fund

FUND	DESCRIPTION	RECEIPTS
01	GENERAL FUND	212,612.33
06	ROAD USE TAX FUND	149,692.97
09	LOCAL OPTION TAX	36,078.92
50	CONSUMER DEPOSITS FUND	2,100.00
51	WATER FUND	1,225.25
52	WASTEWATER FUND	92,829.56
0TOTAL	ALL FUNDS	494,539.03

May 10, 2021 Council Vouchers

Date Issued	Warrant	In Favor of	Check Amount	Description
5/10/2021	66907	ALL SECURE	75.00	FIRE ALARM MONITORING
5/10/2021	66908	ALLIANT ENERGY	224.08	PD
			226.31	FD
			7,433.03	WATER WELLS
			5,502.96	STREET LIGHTS
			39.40	SIREN
			1,505.97	LIBRARY
			479.12	PARKS
			36.62	POOL
			189.35	STREET DEPT
			508.35	CITY HALL
			1,302.00	LCC
			10,416.47	WWTR
			27,863.66	
TOTAL **	66908			
5/10/2021	66909	ASI SIGNAGE INOVATIONS	8,900.00	WAYFINDING MASTER PLAN
			43,080.00	WAYFINDING SIGNAGE
TOTAL **	66909		51,980.00	
5/10/2021	66910	AT&T MOBILITY	49.96	ADMIN
			49.96	STREETS
			458.79	PD
			49.96	LCC

			149.88	WATER
			144.85	WWTR
			49.96	LIBRARY
TOTAL **	66910		953.36	
5/10/2021	66911	AUTOMOTIVE SERVICES	214.55	2017 HEAT COOLANT FIXED
5/10/2021	66912	AVENU	4,000.00	DATA EXTRACTION UB
5/10/2021	66913	BANOWETZ LUMBER COMPANY INC	148.72	FENCE ENCLOSURE REPAIRS
5/10/2021	66914	BARRON MOTOR SUPPLY	87.62	FUEL SPIN FUEL WATER SEP
5/10/2021	66915	BRINCKS/BETH	20.00	PHONE REIMB
5/10/2021	66916	C.J. COOPER & ASSOCIATES, INC.	35.00	DRUG SCREEN QUARTERLY
5/10/2021	66917	CASEY'S GENERAL STORES INC.	212.48	GASOLINE
5/10/2021	66918	CENTURYLINK	78.20	INTERNET
			125.13	PD
			58.10	FD
			163.94	LIBRARY
			273.29	CITY HALL
			63.15	WATER DEPT
			228.01	WWTR
TOTAL **	66918		989.82	
5/10/2021	66919	DOCHTERMAN/KYLE	20.00	PHONE REIMB
5/10/2021	66920	DUTCH CREEK TURF CARE	75.00	WEED CONTROL LCC
			300.00	WEED CONTROL POOL & WAP
TOTAL **	66920		375.00	
5/10/2021	66921	ELAN-CARDMEMBER SERVICE	61.42	FIELD DRAG TIRES
			119.73	OFFICE SUPPLIES
			29.98	MEETING SOFTWARE
TOTAL **	66921		211.13	
5/10/2021	66922	EXVORTE LLC	2,062.50	FORENSIC ENGINEERING
5/10/2021	66923	FAIRVIEW CONCRETE	550.00	CEDAR STREET CURB
			1,280.00	NASINUS RD PATCH CURB
TOTAL **	66923		1,830.00	
5/10/2021	66924	FAREWAY STORES, INC.	7.98	WATER
			46.69	WATER & BATHROOM SUPPLIE
			55.96	PAPER TOWELS
TOTAL **	66924		110.63	
5/10/2021	66925	FISCHER BROS. LLC	33,750.00	SLIDE RESTORATION BAL
5/10/2021	66926	GALL'S INC.	267.90	BATON GLOVES CUFFS POUCH
5/10/2021	66927	GERST/JERRY	425.00	MEDICAL GERST
5/10/2021	66928	HANSON/MASON	7.00	CPR RECERT

5/10/2021	66929	HENRY/TROY	500.00	GRAVE OPEN REDMOND
5/10/2021	66930	HOLIDAY INN AIRPORT DES MOINES	112.00	IMFOA LODGING BRINCKS
5/10/2021	66931	HOME DECORATING CENTER	92.67	FLOOR REMOVAL SUPPLIES
			1,003.29	BLUE PAINT & THINNER
TOTAL **	66931		1,095.96	
5/10/2021	66932	HOWARD R GREEN	5,774.86	GIS SERVICES
			54,250.07	WELL 6 FINAL DESIGN
TOTAL **	66932		60,024.93	
5/10/2021	66933	IIW	14,231.75	STALLION CREEK WATERWAY
5/10/2021	66934	IOWA DEPT. OF TRANSPORTATION	1,133.86	WHITE PAINT
			1,165.06	YELLOW PAINT
TOTAL **	66934		2,298.92	
5/10/2021	66935	JAIMIE LIGHTNER	40.79	WIPES GARBAGE BAGS SUPPLY
5/10/2021	66936	JOHN DEERE FINANCIAL	283.00	2014 JD 1023E OIL CHANGE
			1,775.20	FRONT AXEL DECK REPAIR
			175.99	WHITE LATEX PAINT
			28.99	SOCKET DRIVE LCC TRUCK
			22.65	SLEEVE ANCHOR CARBIDE
			17.00	CHAINSAW REPLACEMENT
			61.28	PVC RESTROOM DIVIDERS
			365.89	SPINDLES
			159.99	BOOTS YOUNG
			159.99	BOOTS PAUSTIAN
			94.99	BATTERTY
			11.99	TRASH BAGS
TOTAL **	66936		3,156.96	
5/10/2021	66937	JONES COUNTY ENGINEER	359.14	FIRE DEPT FUEL
			2,362.54	RUT FUEL
			583.44	WATER FUEL
			351.89	WW FUEL
			2,537.18	POLICE FUEL
TOTAL **	66937		6,194.19	
5/10/2021	66938	JONES COUNTY RECORDER	270.00	DOWNTOWN COV REC FEES
5/10/2021	66939	JONES COUNTY SHERIFF	28,248.00	COMMUNICATIONS FY20
5/10/2021	66940	JONES COUNTY TREASURER	1,990.00	FINAL TAX PAYMENT
5/10/2021	66941	KIESLER'S POLICE SUPPLY	350.20	9MM AMMO
5/10/2021	66942	KONICA MINOLTA BUSINESS SOLUTI	32.53	COPIER METER
5/10/2021	66943	L.L. PELLING COMPANY	1,426.92	PREMIX WATER
			667.00	PREMIX STREETS

TOTAL **	66943		2,093.92	
5/10/2021	66944	LEAF	82.32	PRINTER COPIER PAYMENT
5/10/2021	66945	LINOH20, LLC	3,881.00	SEMI ANNUAL MAINT
			4,705.50	ANALYZER SENSOR
TOTAL **	66945		8,586.50	
5/10/2021	66946	LODE/ERIC	20.00	PHONE REIMB
5/10/2021	66947	MARTIN GARDNER ARCHITECTURE	3,856.00	POLICE STATION RENO
			1,250.00	DTWON FACADE CONST ADMIN
TOTAL **	66947		5,106.00	
5/10/2021	66948	MATHESON TRI-GAS INC	55.75	APRIL RENTAL
5/10/2021	66949	MCALEER	46.00	WATER COOLER
5/10/2021	66950	MEDIACOM	74.49	LCC
5/10/2021	66951	MENARDS	364.34	SUPPLIES
5/10/2021	66952	MID-IOWA SOLID WASTE	296.54	SWITCH GUTTER PARTS
5/10/2021	66953	MILLER/NICK	1,500.00	KARL FOERSTER GRASS
5/10/2021	66954	MISSISSIPPI VALLEY PUMP, INC.	535.00	2ND ST LIFT PUMP REPAIR
5/10/2021	66955	MONTICELLO SPORTS	270.00	FLAG FOOTBALL SHIRTS
5/10/2021	66956	ONIX NETWORKING CORPORATION	8,000.00	GSUITE BUSINESS LICENSES
5/10/2021	66957	RADIO COMMUNICATIONS	42.50	RADIO REPAIR
5/10/2021	66958	RECREATIONAL MOTOR SPORTS	25.11	OIL FILTER GASKET INSLTR
5/10/2021	66959	SATOR SPROTS, INC	727.43	BALLS NETS GOALS
5/10/2021	66960	SENSUS METERING SYSTEMS	1,949.94	SOFTWARE CONTRACT
5/10/2021	66961	SHAFFER PLBG & HTG	1,444.86	CITY HALL CAST IRON RPLC
5/10/2021	66962	ST. LUKE'S HEALTH SERVICE	35.00	NEW HIRE SCREEN AGNITSCH
5/10/2021	66963	STROTHER LANDSCAPING & LAWN CAR	65.00	WEED CONTROL FOUNTAIN PK
			85.00	WEED CONTROL BALL DIAMND
TOTAL **	66963		150.00	
5/10/2021	66964	T & W GRINDING	1,500.00	GRIND BRUSH PILE
5/10/2021	66965	THOMAS/GINGER	20.00	PHONE REIMB
5/10/2021	66966	TYLER TECHNOLOGIES, INC	1,050.00	GL CONVERSION
			2,310.00	CUTOVER PLANNING UP WORK
TOTAL **	66966		3,360.00	
5/10/2021	66967	U.S. CELLULAR	30.23	TABLET 4807928
			47.69	TABLET 4808342
			172.96	PD MOBILE INTERNET
			18.24	PHONE
TOTAL **	66967		269.12	
5/10/2021	66968	UNITY POINT HEALTH	26.66	PRE EMPLOY TESTING AGNTC
5/10/2021	66969	US POSTMASTER	55.00	STAMPS CITY HALL

TOTAL **	66969	
5/10/2021	66970	USA BLUE BOOK
5/10/2021	66971	WALMART COMMUNITY BRC
TOTAL **	66971	
5/10/2021	66972	WAPSI WASTE SERICE, INC.
TOTAL **	66972	
5/10/2021	66973	WEBER STONE COMPANY
5/10/2021	66974	WELTER STORAGE EQUIPMENT CO.
5/10/2021	66975	WOODWARD COMMUNITY MEDIA
TOTAL **	66975	

55.00	STAMPS LCC
55.00	STAMPS WATER
55.00	STAMPS WW
55.00	STAMPS PD
275.00	
52.74	NALGENE BOTTLES
21.41	FLOOR REMOVAL SUPPLIES
280.10	JANITORIAL SUPPLIES
21.84	LOCK FOR SHED
49.62	RECORDER AND TOTE
372.97	
347.00	CITY HALL
45.00	FIRE DEPT
45.00	WWTR DUMPSTER
437.00	
207.25	GIBBS ST MAIN BREAK DIRT
229.00	2 CHAIRS 1 HARMONY DRAWR
301.73	SEASONAL ADS
633.06	LEGALS
934.79	
283,275.83	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	130,813.64
06	ROAD USE TAX FUND	7,547.81
09	LOCAL OPTION TAX	40,752.96
51	WATER FUND	75,331.38
52	WASTEWATER FUND	21,464.04
73	DOWNTOWN REVITALIZATION PROG	1,520.00
75	PARK & REC PROJECTS	5,846.00
TOTAL ALL FUNDS		283,275.83