#### **MONDAY**

#### - APRIL 10, 2017 --

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# REGULAR SESSION – 6:00 P.M. OF THE ANAMOSA CITY COUNCIL CITY HALL COUNCIL CHAMBERS

#### **AGENDA**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ANAMOSA IOWA, WILL MEET AT THE CITY HALL COUNCIL CHAMBERS, ANAMOSA, IOWA, REGULAR SESSION AT <u>6:00 P.M.</u> ON MONDAY THE 10TH <u>DAY OF</u>

APRIL, 2017 TO CONSIDER THE MATTERS ENUMERATED IN THE AGENDA BELOW:

- 1.0) ROLL CALL
- 2.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
  - 2.1) March 27, 2017 Regular Council Meeting
- 3.0) PUBLIC HEARINGS: NONE
- 4.0) PRESENTATION(S): NONE
- 5.0) PROCLAMATIONS: NONE

#### **COUNCIL ACTION ITEMS**

#### **COMMUNITY BETTERMENT:**

- 6.1) DISCUSSION AND POSSIBLE ACTION APPROVING CONTRACT WITH EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND ADMINISTRATIVE SERVICES THE WATER PLANT EXPANSION PROJECT.
- 6.2) DISCUSSION AND POSSIBLE ACTION ON ELECTRIC EASEMENT AND EASEMENT AGREEMENT BETWEEN THE CITY OF ANAMOSA AND ITC MIDWEST LLC.

#### 7.0) PUBLIC SAFETY:

- 7.1) MOTION TO APPROVE THE RENEWAL OF BEER AND LIQUOR LICENSES:
  - A.) ANAMOSA LODGE & SUITES, LLC (AMERICINN) RENEWAL OF SPECIAL CLASS C LIQUOR LICENSE (BEER/WINE), CLASS B WINE PERMIT, OUTDOOR SERVICE WITH SUNDAY SALES PRIVILEGES.
  - B.) HOT SHOTS BAR & GRILL, INC. RENEWAL OF CLASS C LIQUOR LICENSE WITH SUNDAY SALES PRIVILEGES.
- 7.2) DISCUSSION AND POSSIBLE ACTION ON REQUEST FROM THE ANAMOSA ROTARY CLUB TO HOLD THE ANNUAL FIREWORKS DISPLAY TO BE HELD JULY 3, 2017 WITH A RAIN DATE OF JULY 4, 2017.

- 8.0) PUBLIC WORKS: NONE
- 9.0) FINANCE:
  - 9.1) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION APPROVING THE HIRING AND SETTING SALARY OF A SEASONAL PART TIME EMPLOYEE FOR THE ANAMOSA AQUA COURT FOR THE UPCOMING SEASON. ROLL VOTE.
  - 9.2) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION SETTING PUBLIC HEARING DATE ON GOVERNMENT OBLIGATION CONTRACT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$100,095. ROLL VOTE.
- 10.0) <u>CITY ADMINISTRATORS REPORT:</u>
- 11.0) MAYOR AND COUNCIL REPORTS:
  - 11.1) COUNCIL REPORTS ON BOARDS AND COMMISSIONS.
- 12.0) PUBLIC WITH BUSINESS WITH THE COUNCIL ON ITEMS NOT ON THE AGENDA.
- 13.0) ADJOURNMENT.

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE FRONT DOOR IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.

Alan Johnson, City Administrator

# ONESNO

To:

Mayor & City Council Members

From:

Alan Johnson, City Administrator

Subject: FYI

Date:

6 Apr 17

Meeting: 10 Apr 17

<b>Agenda</b>	items	
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- 6.1 CDBG Grant Administration. This is a formal agreement to have ECICOG perform the Grant Administration of the Community Development Block Grant. This was informally indicated that they would be the ones to do the administration when we hired them to write and submit the grant application.
- 6.2 Electric Easement. ITC Midwest, the electric transmission supplier to Alliant Energy has proposed bringing a new transmission line across the Wastewater and Public Works properties owned by the city. It will come in from the southeast, coming down the wooded area, cross over the very southern portion of the wastewater plant, up to the existing poles (to be replaced) by the tree & brush drop off site, then to another pole to be set by the old cold storage yard & then traverse to the east side of the public works building and tie into Alliant's new poles already being set by them. Please refer to the various documents in your packet. Angela Jordan, ITC Area Manager will be present at the meeting to answer any questions.
- 7.2 Independence Day Celebration. The Anamosa Rotary Club has submitted a request to host the annual Independence Day festivities with fireworks. Please see the accompanying letter.
- 9.1 Parks & Recreation seasonal employee. The Parks & Recreation Department is desirous of hiring Scott Kelly as a seasonal employee, specifically to assist in getting the Aqua Court prepared for opening.
- 9.2 Set Public Hearing Government Obligation Contract. By lowa Code a public hearing has to be held to complete a financial obligation contract for the lease-purchase of the new end-loader. This is a requirement on any financing.

The City Council of the City of Anamosa met in Regular Session this March 27, 2017 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, John Machart, Rod Smith, Cody Shaffer and Betty Weimer present. Absent: Bill Feldmann. Mayor Dale Barnes presided. Also present were Alan Johnson, City Administrator; Tammy Coons, City Clerk; Rebecca Vernon, Library Director; Dan Smith, Wastewater Superintendent; and Bob Simonson, Police Chief. Guests Present Addressing the Council: Lyndsay Beaman, Snyder & Associates; and Bill Goodman, 804 E. 1st Street. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

#### **Council Minutes**

Motion by Shaffer, second by Smith to approve the minutes from the March 13, 2017 Regular Council meeting. All Ayes. Motion Carried.

#### **PUBLIC HEARING:**

Public Hearing Regarding Proposed Plans and Specifications, Proposed Form of Contract and Estimate of Costs for the 2<sup>nd</sup> Street Lift Station and Sewer System Improvements – Phase I Project and the Taking of Bids for Such Work

Mayor Barnes opened the public hearing at 6:01 p.m.

Alan Johnson, City Administrator stated that no verbal or written comments had been received. No comments were offered by the public present.

Motion by Shaffer, second by Crump to close the public hearing at 6:01 p.m. All Ayes. Motion Carried.

#### **COMMUNITY BETTERMENT:**

Resolution Approving the Plans and Specifications and Accepting the Bid and Awarding Contract to Ricklefs Excavating for the  $2^{nd}$  Street Lift Station and Sewer System Improvements – Phase I Project

Alan stated that the engineer was present to address any questions from the Council. Crump stated that he was glad to see that one of the bids came in below the estimate of costs. Weimer questioned why the City put out the estimate of costs prior to receiving bids. Lyndsay Beaman, Snyder & Associates, explained that this is standard procedure just to give the bidders an idea on scope and size of the project. Discussion followed. Alan also explained that the City will be getting separate quotes for the generator and standby switch to provide cost savings for the City.

Bill Goodman, 804 E. 1st Street addressed the Council asking if the cost estimate was put out to the bidders. Lyndsay restated that they do provide that information to the bidders. Bill stated that in his previous work with federal contracts that this was not done. More discussion followed.

Motion by Shaffer, second by Weimer to approve **Resolution 2017-14** Approving the Plans and Specifications and Accepting the Bid and Awarding Contract to Ricklefs Excavating for the 2<sup>nd</sup> Street Lift Station and Sewer System Improvements – Phase I Project. Roll Vote. 1- Absent, Feldmann. All Remaining Ayes. Motion Carried.

Resolution Setting Public Hearing on Proposed Plans and Specifications, Proposed Form of Contract and Estimate of Costs for the Water Treatment Plant Expansion Project and the Taking of Bids for Such Work

Alan explained that this is action to set the public hearing for the project and that the bid letting will be April 27, 2017 at 2:00 p.m. and the public hearing will be on May 8, 2017.

Motion by Shaffer, second by Crump to approve Resolution 2017-15 Setting Public Hearing on Proposed Plans and Specifications, Proposed Form of Contract and Estimate of Costs for the Water Treatment Plant Expansion Project and the Taking of Bids for Such Work. Roll Vote. 1 — Absent, Feldmann. All Remaining Ayes. Motion Carried.

#### **PUBLIC SAFETY:**

# Resolution Hiring and Setting the Salary for Police Officer for the Anamosa Police Department for Fiscal Year Ending June 30, 2018

Motion by Shaffer, second by Crump to approve Resolution 2017-16 Hiring and Setting the Salary for Police Officer for the Anamosa Police Department for Fiscal Year Ending June 30, 2018. Smith asked Chief Simonson how many full time officers there were besides himself. Chief Simonson stated that there were seven officers besides himself, which is eight full time officers in total. Alan explained that approximately three years ago the Council had approved expanding the full time officers from seven to eight. Discussion followed on staffing needs for the Police Department, and availability of the Police Departments schedule and all other departments schedule at City Hall. More Discussion followed.

Bill Goodman, 804 E. 1st Street addressed the Council stating that he had previously "championed" for the previous Police Chief, Dick Stivers to add additional staffing. Bill suggested that in the future if the Department Heads wished to add additional staff that they be required to prepare a report justifying that need ahead of time. More discussion followed. Roll Vote. 1 – Absent, Feldmann. All Remaining Ayes. Motion Carried.

#### **PUBLIC WORKS:**

# Formal Proposal to Purchase New Endloader and Start Process to Initiate Lease Purchase Agreement

Machart questioned if this purchase was really needed. Alan explained that this is the most used piece of equipment in that department and the usual replacement schedule for this type of equipment is ten years and this endloader is currently at fourteen years. Machart inquired about the ability to use the current attachments on the new endloader and if there would be any additional cost to adapt the attachments to the new equipment. Alan stated that the attachments would work with the new equipment. He also explained that the down payment on the new endloader would come from the Wastewater Dept. as they would be keeping the current endloader for their more limited use.

Motion by Machart, second by Weimer to authorize the formal proposal to purchase a new endloader and start the process to initiate a lease-purchase agreement. 1 – Absent, Feldmann. 1- Nay, Shaffer. All Remaining Ayes. Motion Carried.

#### Request From City Employee for Unpaid Absence after the Required FMLA Leave Ends

Alan reviewed the employee's request for unpaid leave of three months after the FMLA leave ends on March 31<sup>st</sup>. Discussion followed on the options available and how this additional absence would affect the operations of that department and the City.

Motion by Weimer, second by Smith not to extend the employee's unpaid absence beyond the end of the required FMLA period which ends on March 31st and to fill that position. All Ayes. Motion Carried.

#### **FINANCE:**

#### Payment of Bills for the Month of March, 2017

Motion by Weimer, second by Smith to approve the payment of bills for the month of March, 2017. Discussion followed. All Ayes. Motion Carried.

#### **CITY ADMINISTRATOR'S REPORT:**

Alan Johnson reported the following:

3/27/17 Regular Council Meeting

- The City has been awarded a \$600,000 CDBG grant for the Water Treatment Plant Expansion Project. This grant will be administered locally by ECICOG. Alan explained how the projects are ranked and that this was our second application and we were ranked third in the awards.
- The Lawrence Community Center has been using prison labor to assist them with several projects and they have been doing excellent work.
- The street sweeper is out working again to remove the large amount of sand left on the streets from the winter season.

#### **MAYOR AND COUNCIL:**

Rod Smith stated that he applauded the use of "cross-training" between departments to get the sewer jetter up and in use and suggested using more of that in those three departments.

Betty Weimer reported that the TIF training program held last week that was put on by Pat Callahan and ECIA was very interesting and very informational.

Rod Smith asked Alan if he was aware of the Fire Department receiving a grant to pay for new gear for the Fire Department. Alan stated no he was not aware of that. It was suggested by Betty Weimer that the Anamosa Journal possibly do a story on this item to inform the community.

Public with Business with the Council on Items not on the Agenda:

Bill Goodman, 804 E. 1st Street addressed the Council suggesting that the City contact and work with the County on cleaning up the properties located on both sides of E34 past the Wapsipinicon State Park.

#### Adjournment

Motion by Smith, second by Machart to adjourn at 6:53 p.m. All Ayes. Motion Carried.

ATTEST:	Dale Barnes, Mayor
Tammy Coons, City Clerk	



## **MEMORANDUM**

DATE:

March 30<sup>th</sup>, 2017

TO:

Alan Johnson, City of Anamosa

FROM:

Melanie Riley, Housing Planner

RE:

CDBG Administrative Contract

Enclosed, please find two copies of an Administrative Services contract between the City of Anamosa and ECICOG that covers the grant administration services for CDBG Water Improvements funding through the Iowa Economic Development Authority.

Please have the <u>Mayor sign both copies of the enclosed agreement (1<sup>st</sup> page only)</u>. Please return both signed copies to the address at the bottom of this page, attention to Melanie Riley. ECICOG's Executive Director, Doug Elliott, will then sign both and one original copy will be returned to you.

Please feel free to contact me should you have any questions. Thanks so much!

#### CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES

	DLOCK GRANT	SERVICES
Contract Title:	Contract for Community I "Contract")	Development Block Grant Services (the
Contractor: (payments to)	East Central Iowa Council 700 16 <sup>th</sup> Street NE, Suite 301 Cedar Rapids, IA 52402	of Governments
Contract Number:	17-WS-002, the "CDBG Co	ntract"
Local Government:	Anamosa, Iowa	
Contract Amount:	NOT TO EXCEED \$25,000	0.00
Effective Date:	March 22, 2017	
Expiration Date:	March 31, 2020	
responsibilities under represents that it is in perform all services sherein. The rights an individually, a "Party General Conditions. conform to fees show this Contract is for the parties, including any confer any rights to or Contract funding.	tent Authority ("IEDA") prior to the CDBG Contract. By exect a compliance with CDBG Contract of the compliance with CDBG Contract of the parties to the compliant of the parties to the compliant of the parties to the compliant of the complex period of the Local Government of the Local Governmen	shall obtain the written consent of Iowa o directly or indirectly assigning its rights and uting this Contract, Local Government ract obligations. The Contractor agrees to Conditions, for the consideration stated his Contract (collectively, the "Parties"; rned by the Special Conditions and the ontractor beyond this Contract's scope will es agree that the Contractor's performance of ernment and not for the benefit of any third of Contract funding. This Contract does not including any and all subrecipients of CDBG
otherwise, the Special inconsistency between Conditions shall control	s or other conditions which are I Conditions and the General C n the Special Conditions and th	ial Conditions or the General Conditions, made a part of this Contract, by reference or onditions shall control. To the extent of any the General Conditions, the Special control conditions and the control conditions are control conditions.
Local Government:		Contractor:
Chief Elected Official Local Government	•	Director, East Central Iowa Council of Governments
Date		Date
		Uate Care

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# CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES

Contract Title:

Contract for Community Development Block Grant Services (the "Contract")

Contractor: (payments to)	East Central Iowa Council of Governments 700 16 <sup>th</sup> Street NE, Suite 301 Cedar Rapids, IA 52402					
Contract Number:	17-WS-002, the "CDBG Contract"					
Local Government:	Anamosa, Iowa					
Contract Amount:	NOT TO EXCEED \$25,00	0.00				
Effective Date:	March 22, 2017					
Expiration Date:	March 31, 2020					
Economic Developmer responsibilities under represents that it is in perform all services so herein. The rights and individually, a "Party' General Conditions. A conform to fees shown this Contract is for the parties, including any confer any rights to or Contract funding.  To the extent of any in and any specifications otherwise, the Special inconsistency between Conditions shall contract.	ent Authority ("IEDA") prior the CDBG Contract. By execompliance with CDBG Context forth in the attached Special obligations of the parties to obligations of the parties to shall be subject to and gove Any work performed by the Contin Appendix "A". The Part is sole benefit of the Local Government and all subrecipients of CDB benefits on any third parties, acconsistency between the Special Conditions and the General of the Special Conditions and the conditions are conditions and the conditions and the conditions are conditions and the conditions are conditions are conditions.	to directly or indirectly assigning its rights and cuting this Contract, Local Government tract obligations. The Contractor agrees to al Conditions, for the consideration stated this Contract (collectively, the "Parties"; erned by the Special Conditions and the Contractor beyond this Contract's scope will ies agree that the Contractor's performance of vernment and not for the benefit of any third G Contract funding. This Contract does not including any and all subrecipients of CDBG collections shall control. To the extent of any the General Conditions, the General Conditions, the General Conditions, the General Conditions of the General Conditions.				
Chief Elected Official Local Government	5 7 5 7 6 5 6 7	Director, East Central Iowa Council of Governments				
Local Government		Council of Governments				
Date		Date				
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#### SPECIAL CONDITIONS

#### Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as "Contractor") and **Anamosa**, Iowa (hereafter referred to as the "Local Government").

#### Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of a **Water** project (the "Project"), under the Housing and Community Development Act as amended 1981, and Chapter 23 of the Iowa Code, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

#### Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

#### Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards.

#### Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, Procurement Policy and other reports and policies.

1.5.4 Status of and Request for Payment forms,

#### Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

#### Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the "Effective Date" shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the "Expiration Date" shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

#### Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

#### Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.

- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$93.00 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

#### Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

#### GENERAL CONDITIONS - HUD CDBG PROGRAM

#### Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

#### Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

#### Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.
- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, the State Auditor, the General Accounting Office and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment and all other matters covered by this Contract.

#### Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved budget presented in the Special Conditions of this Contract. Allowable costs are subject to audit under the principles defined in Attachment "A" of OMB Circular A-87 where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined in the Attachment "A" OMB Circular A-87.
- 2.4.3 Expenditures which exceed budget line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount provided that the deviation does not exceed ten percent (10%) of the budgeted line-item amount. However, a deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to quality as an allowable cost.

#### Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.
- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government,

become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### Article 2.6.0 Equal Employment Opportunity

2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

#### 2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
   Mirrors the Federal Civil Rights Act.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213) Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
  - Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- Federal Executive Order 11246, as amended by Executive Order 11357. *Provides that no one be discriminated in employment.*
- 2.6.4 "During the performance of this contract, the Contractor agrees as follows:
  - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

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#### Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

#### Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

#### Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

#### Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

#### Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting

from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

#### APPENDIX A

# FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$93.00 per hour.

Applicant

License Application ( BW0093190

Name of Applicant: Anamosa Lodge and Suites, LLC

Name of Business (DBA): Americann Lodge & Suites of Anamosa, Iowa

Address of Premises: 101 Harley Avenue

City Anamosa

County: Jones

Zip: 52205

Business

(319) 462-4119

Mailing

101 Harley Avenue

City Anamosa

State |A

Zip: 52205

#### **Contact Person**

Name John Parham

Phone: (319) 480-6961

Email

anamosa.ia@americinn.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 05/15/2017

Expiration Date: 05/14/2018

Privileges:

Class B Wine Permit

**Outdoor Service** 

Special Class C Liquor License (BW) (Beer/Wine)

**Sunday Sales** 

#### Status of Business

BusinessType:

**Limited Liability Company** 

Corporate ID Number:

370435

Federal Employer ID 26-2732940

#### Ownership

John Parham

First Name:

John

Last Name:

**Parham** 

City:

**Anamosa** 

State:

lowa

**Zip:** <u>52205</u>

Position:

**Managing Member** 

% of Ownership: 90.00%

**U.S. Citizen: Yes** 

#### **Insurance Company Information**

Insurance Company: Illinois Casualty Co

Policy Effective Date: 05/15/2017

**Policy Expiration** 

05/14/2018

**Bond Effective** 

**Dram Cancel Date:** 

**Outdoor Service Effective** 

**Outdoor Service Expiration** 

Applicant

License Application ( LC0036118

Name of Applicant:

Hot Shots Bar & Grill Inc.

Name of Business (DBA): Hot Shots Bar & Grill

Address of Premises: 101 E Main St

City Anamosa

County: Jones

**Zip:** 52205

**Business** 

(319) 533-4233

Mailing

101 E Main St

City Anamosa

State IA

**Zip:** 52205

#### **Contact Person**

Name Cassandra M Wescott

Phone: (319) 533-4233

Email

C\_Wescott@hotmail.com

)

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 06/01/2017

Expiration Date: 05/31/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

#### Status of Business

BusinessType:

Privately Held Corporation

**Corporate ID Number:** 

<u>362247</u>

Federal Employer ID 26-2422449

#### Ownership

Cassandra Wescott

First Name:

Cassandra

Last Name:

Wescott

City:

<u>Anamosa</u>

State:

lowa

**Zip:** 52205

Position:

Owner

% of Ownership: 100.00%

**U.S. Citizen: Yes** 

#### **Insurance Company Information**

Insurance Company: Founders Insurance Company

Policy Effective Date: 06/01/2017

Policy Expiration

<u>06/01/2</u>018

**Bond Effective** 

**Dram Cancel Date:** 

**Outdoor Service Effective** 

**Outdoor Service Expiration** 

**Temp Transfer Effective** 

**Temp Transfer Expiration Date:** 



#### **ROTARY CLUB of ANAMOSA**

PO Box 137 Anamosa, Iowa 52205

April 5, 2017

Alan Johnson, City Administrator City of Anamosa City Hall 107 S. Ford Street Anamosa, Iowa 52205

Re: Independence Day Celebration

Dear City of Anamosa:

It is with great pride that we once again will be sponsoring the annual Independence Day Celebration Fireworks and other associated activities for the greater Anamosa community.

We intend to host the celebration at the High School Football field as we have done for the past several years. The event will take place on July 3<sup>rd</sup> this year with a rain date of July 4<sup>th</sup>. Over the past few years, we have found that by doing the celebration the evening before the 4<sup>th</sup>, allows all personnel associated in putting on the festivities (including the police & fire departments) the actual holiday to enjoy with their families. We hope that this method also allows the general public to enjoy the actual holiday as well and not be worried about having to cut short their attendance due to work schedules, etc. We also request that the rain date be July 4<sup>th</sup>. If inclement weather takes place over both days, we would most likely move to the next weekend.

A formal flag disposal ceremony will take place at 6:30 pm followed by kids' games on the field. Non-alcoholic beverages, popcorn and ice cream treats will be available for sale.

We thank you in advance for your assistance and cooperation.

Anamosa Chapter of Rotary International

Return to: Brian Currie—Universal Field Services, 3815 NW 109th Street, Urbandale, lowa 50322 (515) 334-3334 Prepared By: Nick Stark – ITC Midwest LLC, 123 5th Street, SE, Cedar Rapids, lowa 52401 (319) 297-6841

#### **ELECTRIC LINE EASEMENT**

For good and other valuable consideration, the receipt of which is hereby acknowledged, City of Anamosa, Iowa, 107 S Ford Street , Anamosa, Iowa 52205 ("Grantor(s)"), do(es) hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, upgrade, operate, repair, patrol, replace and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands (the "Premises"). The Easement Shall be limited to that certain part of the Premises described Legal Description as the "Easement Area" located in the County of Jones and the State of lowa:

**LEGAL DESCRIPTION:** That part of Government Lots 2 and 3 in Section 10, Township 84, North, Range 4, West of the 5<sup>th</sup> P.M., lying North of the Wapsipinicon River and bounded on the West by the Cemetery and on the North and East by the Military Road, Excepting therefrom that part thereof on which the ice house and City Waterworks are located; but, Subject, however, to the easement in favor of the State of Iowa over a certain portion thereof used and occupied for highway purposes in Jones County, Iowa; AND

Lot 7 of Auditor's Plat No. 1 – 1928 Jones County, Iowa, Except that part of Lot 7 lying between the North-line of Lot 8, Auditor's Plat No. 1 – 1928, Jones County, Iowa, and the South bank of the creek and extending the width of said Lot 8; AND

Parcel 2007-95, being a part of Parcel No. 98-140, and being a part of Lot 8, Auditor's Plat 1 in Government Lot 4 of Section 10, Township 84, North, Range 4, West of the 5<sup>th</sup> P.M., Anamosa, Jones County, Iowa, as shown in the Plat of Survey recorded in Plat Book S, Page 131 (and in Document No. 2007 2746), containing 1.60 acres.

Subject to the rights of the public in all highways and to all easements of record.

**EASEMENT AREA:** A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 544 in the office of the County Recorder of Jones County, Iowa, more particularly described as:

Beginning at the Northwest corner of Parcel 2007-93:

thence, Northerly along the Easterly Right-of-Way line of Walworth Avenue, N 16°50'46" E, 42.15 feet; thence, S 15°52'41" E, 42.83 feet;

thence, S 0°10'37" W, 6.39 feet to the Northerly line of Parcel 2007-94;

thence, Westerly along the said Northerly line, N 73°09'14" W, 24.98 feet to the Point of Beginning.

Excluding therefrom all road Right-of-Way. Containing 564 square feet more or less.

#### AND

A portion of that real property described in the Quit Claim Deed recorded as Document No. 2007-3102 in the office of the County Recorder of Jones County, lowa, more particularly described as:

Commencing at a found Rebar with a cap marked LS#13480, set to mark the Northwest corner of Parcel 2007-95:

thence, Easterly along the Northerly line of said Parcel 2007-95, S 59°11'36" E, 17.05 feet to the Point of Beginning;

thence, Easterly along said Northerly line, S 59°11'36" E, 140.91 feet; thence, N 72°12'53" W, 95.71 feet; thence, S 0°08'12" W, 17.86 feet: thence, N 89°51'48" W. 10.00 feet: thence, N 0°08'12" E, 21.04 feet; thence, N 72°12'53" W, 21.00 feet; thence, N 0°10'37" E, 20.98 feet: thence, N 72°13'31" W, 20.08 feet to the Easterly Right-of-Way line of Walworth Avenue; thence, Northerly along said Right-of-Way line, N 16°50'46" E, 10.00 feet; thence, S 72°13'39" E, 17.07 feet; thence, N 0°10'37" E, 1.83 feet to the Point of Beginning.

Excepting therefrom all road Right-of-Way. Containing 0.05 acres more or less.

#### AND

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 544 and in Quit Claim Deed recorded as 2007-3102 in the office of the County Recorder of Jones County, Iowa, more particularly described as:

Commencing at a Rebar with a survey cap marked LS#13480, set to mark the Northeasterly corner of Parcel 2007-95:

thence, N 54°49'29" W, 52.67 feet to the Westerly line of Parcel 2010-41 and the Point of Beginning;

thence, S 33°15'56" E, 152.09 feet;

thence, S 65°47'10" E, 484.19 feet to the Easterly line of Lot 7 of Auditor's Plat No. 1;

thence, Southerly along said Easterly line, S 28°10'46" W, 50.12 feet;

thence, N 65°47'10" W, 490.10 feet;

thence, S 40°28'25" W, 40.33 feet;

thence, N 49°31'35" W, 10.00 feet;

thence, N 40°28'25" E, 40.33 feet;

thence, N 33°15'56" W, 255.14 feet to the Northerly line of said Parcel 2007-95;

thence, Easterly along said Northerly line, S 59°11'36" E, 107.10 feet to the said Westerly line of Parcel 2010-41;

thence, Northerly along said Westerly line of Parcel 2010-41, N 16°50'46" E, 4.13 feet to the Point of Beginning.

Excepting therefrom, all road Right-of-Way. Containing 0.80 acres, more or less.

#### AND

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 360 in the office of the County Recorder of Jones County, Iowa, more particularly described as:

Commencing at the Northwest corner of Parcel 2007-93:

thence, N 33°41'42" W, 88.95 feet to the Westerly Right-of-Way line of Walworth Avenue to the Point of Beginning;

thence, N 15°52'41" W, 69.50 feet:

thence, N 20°19'16" W, 106.21 feet to the Southerly Right-of-Way line of Cemetery Road;

thence, Southeasterly along said Southerly Right-of-Way line S 43°45'19" E, 2.97 feet to the beginning of a tangent curve, concave Westerly;

thence, along said Right-of-Way, along a tangent curve to the right, having a radius of 200.00 feet, through a central angle of 51°13'14", an arc length of 178.79 feet, to the point of Beginning.

Excluding therefrom all road Right-of-Way. Containing .04 acres more or less.

All as shown on the attached Exhibit A and by this reference made a part hereof.

ELECLNES.DOC/REVISED 04/04/17

In addition to the foregoing, Grantor hereby grants to Grantee the following related rights necessary or convenient for Grantee's use of the Easement: (i) an easement to enter upon the Premises to survey for and locate the Electric Lines; (ii) an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion; and (iii) an easement to remove, cut, trim, destroy or otherwise control any or all trees, shrubs bushes, or brush now or hereafter standing or growing upon or within the Easement Area and further, the right and privilege to trim, cut down or control the growth of such other trees standing or growing on land adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines, all at Grantee's sole and absolute discretion.

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. Grantor shall not erect any buildings, structures or other objects, permanent or temporary (collectively referred to herein as "Structures"), upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to

perform any act which will interfere with or endanger the Electric Lines.

Notwithstanding the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines (hereinafter called "Public Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

Signed this day of	, 20	
	GRANTOR(S)	
	City of Anamosa	
	Ву:	
æ .	Printed Name:	
	Ву:	
	Printed Name:	

#### ALL PURPOSE ACKNOWLEDGMENT CAPACITY CLAIMED BY SIGNER INDIVIDUAL STATE OF\_\_ CORPORATE Title(s) of Corporate Officers(s): COUNTY OF\_\_\_\_\_ N/A On this\_ On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_ before me, the undersigned, a Notary Public in and for said State, Corporate Seal is affixed No Corporate Seal procured personally appeared PARTNER(s) Limited Partnership General Partnership \_ATTORNEY-IN-FACT EXECUTOR(s), ADMINISTRATOR(s), to me personally known or TRUSTEE(s): \_provided to me on the basis of GUARDIAN(s) satisfactory evidence or CONSERVATOR(s) OTHER to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. SIGNER IS REPRESENTING: List name(s) of persons(s) or entity(ies): NOTARY SEAL (Sign in Ink) (Print/type name) Notary Public in and for the State of\_

#### AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this day of between <u>City of Anamosa, Iowa, 107 S Ford Street, Anamosa, Iowa 52</u> ITC Midwest LLC, a Michigan limited liability company (a subsidiary Michigan corporation), 27175 Energy Way, Novi, Michigan 48377, Landowner and ITCM may be referred to herein as the "Parties").	205, ("Landowner"), and of ITC Holdings Corp, a
RECITALS	
A. On	as Grantor, entered into sly with this Agreement,
B. As consideration for the Easement, ITCM agreed to pay "Total Payment"):	the following sum (the
0 'width X 0 'length= 39333 sq. ft. X \$ 0.60 /sq. ft.= \$	23599.80
0 'width X 0 'length= 0 sq. ft. X \$ 0.00 /sq. ft.= \$	0.00
Number of anchor esmts.:3 achr. X \$500.00 /anchr.= \$	1500.00
Total Payment	\$ 25099.80

C. In addition to the terms and conditions in the Easement, Landowner and ITCM agreed to certain additional terms and conditions as further consideration for the grant of the Easement by Landowner to ITCM, as set forth herein.

NOW, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### AGREEMENT

- 1. ITCM shall pay the Total Payment prior to the commencement of construction activities on Landowner's land, or within 60 days of receipt of all municipal and regulatory approvals necessary to commence construction, whichever is sooner
- 2. ITCM shall negotiate with Landowner and make separate payment for damages caused by the exercise of the rights granted by the Easement promptly upon completion of ITCM's construction project; provided, Landowner reserves the right to submit additional claims for

damages that were not apparent at the time of the work and which were not otherwise compensated in accordance with the ITC Midwest Damage Claims Policy Statement.

- 3. Landowner acknowledges and agrees that this Agreement Regarding Easement is personal to Landowner, that it is not assignable by Landowner, and that it shall not run with the land. ITCM may assign its rights, duties and obligations under this Agreement to ITCM's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of ITCM's assets in the market by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon ITCM sending written notice to Landowner at Landowner's above stated mailing address.
- 4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to modify, restrict, increase or otherwise change the Easement.
- 5. This Agreement shall not be recorded by either party hereto without the written consent of the other party.
- 6. Landowner represents and warrants to ITCM that he/she is the sole owner(s) of the Property and has the full authority and power to enter into this Agreement and the Easement.
- 7. Landowner shall not disclose the consideration paid for the Easement, nor any other information concerning this Agreement, and agrees not participate in any action, or make any statement of any type related in any way to the subject matters of this Agreement, except that this Agreement shall not prohibit the Parties from complying with any law, court order or other legal process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

(All signatures are contained on the next page.)

LANDOWNER:
City of Anamosa, Iowa
Signature:
Printed Name:
Signature:
Printed Name:
Dated:
ITCM:
ITC MIDWEST LLC, a Michigan limited liability company By: ITC Holdings Corp., a Michigan corporation, its sole member
By: Matthew S. Carstens Its Vice President and General Counsel – Utility Operations
Dated:

### NOTICE OF CANCELLATION

123 5th Street, SE Cedar Rapids, Iowa 52401 I(We), \_\_\_\_\_\_, grantor(s) in an easement agreement dated the \_\_\_\_ day of \_\_\_\_ , 20\_\_\_\_, with \_\_\_\_\_ do hereby cancel this easement agreement without penalty or obligation. Dated this \_\_\_\_\_ day of \_\_\_\_\_\_ 20 \_\_\_\_\_ GRANTOR(S): City of Anamosa Printed Name:\_\_\_\_ Printed Name:\_\_\_\_\_ 107 S. Ford Street Anamosa, IA 52205

This Notice of Cancellation is provided pursuant to Chapters 478 the lowa Code.

TO:

Real Estate and Right of Way

ITC Midwest LLC

# NOTICE OF CANCELLATION

Real Estate and Right of Way ITC Midwest LLC

TO:

l(We),			, grant	or(s) in
an easement agreement dated	the day of		, 20	, with
			_, do hereby	cancel
this easement agreement with	out penalty or obliq	gation.		
Dated this	dayof		-00	
Dated tills	day or		_ , 20	
		CDANITOD(S)		
		GRANTOR(S):		
		City of Anamosa		
				_
		Printed Name:		
			· · · · · · · · · · · · · · · · · · ·	
		Printed Name:	·	
		107 S. Ford Street		
		Anamosa, IA 52205		<u></u> -

This Notice of Cancellation is provided pursuant to Chapters 478 the Iowa Code.

### RIGHT OF CANCELLATION

(Date of Agreement)

The undersigned grantor(s) here prior to signing, of his/her right to cance by giving notice to ITC Midwest LLC witdate.	el this Agreen	dge that he/she has been informed, nent, without penalty or obligation, ) business days from the above
To cancel this Agreement, c Cancellation and send by certified mail Way, ITC Midwest LLC, 123 5 <sup>th</sup> Street,	with return re	duplicate the attached Notice of equested to Real Estate and Right of apids, lowa 52401.
	GRANTOR(	(S):
	BY:	
	TITLE:	
	BY:	
	TITLE:	
	ADDDECC.	407 C Fond Chrs - t
	AUDKESS:	107 S. Ford Street  Anamosa, lowa 52205

This Right of Cancellation is provided pursuant to Chapters 478 and 479, of the Iowa Code.

#### RIGHT OF CANCELLATION

(Date of Agreement)
The undersigned grantor(s) hereby acknowledge that he/she has been informed, prior to signing, of his/her right to cancel this Agreement, without penalty or obligation, by giving notice to ITC Midwest LLC within seven (7) business days from the above date.
To cancel this Agreement, complete in duplicate the attached Notice of Cancellation and send by certified mail with return requested to Real Estate and Right of Way, ITC Midwest LLC, 123 5 <sup>th</sup> Street, SE, Cedar Rapids, lowa 52401.
GRANTOR(S):
BY:
TITLE:
BY:
TITLE:
ADDRESS: 107 S. Ford Street
Anamosa, Iowa 52205

This Right of Cancellation is provided pursuant to Chapters 478 and 479, of the Iowa Code.

# Department of the Treasury

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

							_							
	1 Name (as	hown ол your income tax return	n). Name is requir	red on this line;	do not leave thi	is line blank.								
ge 2.	2 Business r	ame/disregarded entity name, if	different from ab	oove										_
Print or type Specific Instructions on page	Individua single-m	ropriate box for federal tax class Il/sole proprietor or Cember LLC ability company. Enter the tax cl	C Corporation	S Corporat	tion 🗌 Part	nership	_	ust/estate	e cert	xemption ain entitie actions o mpt payee	s, no n pag	t individu je 3):	y only uals; s	to see
Print or type	Note, Fo	r a single-member LLC that is di lassification of the single-membe	fisregarded do no					above fo		nption fro e (if any)	om FA	TCA rep	orting	3
7		e instructions) 🟲							(Арріі	es to accoun	ts maint	elned outsic	de the U	J.S.J
pecifi	5 Address (n	ımber, street, and apt. or suite n	10.)				Reques	ster's nan	ne and ac	dress (o	otiona	ıľ)		
See S	6 City, state,	and ZIP code												
0,	7 List accour	t number(s) here (optional)	<u> </u>						<u> </u>					
Pai		payer Identification N							-					
Enter	your TIN in th	e appropriate box. The TIN p	provided must	match the nar	me given on li	ine 1 to avo	oid	Social	security	number				
reside	ip withholding entalien sole	. For individuals, this is gene proprietor, or disregarded en	erally your socia	al security nur	mber (SSN). F	lowever, fo	or a				]		Т	П
entitie	s, it is your er	ployer identification numbe	er (EIN), if you d	io not have a	nis on page 3. number, see <i>i</i>	. For other How to get	t a		-		-			
TIN o	n page 3.		. , ,					or						
Note.	If the accoun	is in more than one name, s	see the instruct	tions for line 1	and the char	rt on page	4 for	Employ	er Identi	fication	numb	er		
guide	ines on whose	number to enter.							-					
Par	Ce	tification									-			
Under	penalties of p	erjury, I certify that:												
1. The	านmber sho	vn on this form is my correct	t taxpayer iden	ntification num	nber (or I am v	waiting for	a numb	er to be	issued :	to me): a	and			
2. I ar Sei	n not subject vice (IRS) tha	to backup withholding becau I am subject to backup with to backup withholding; and	use: (a) I am ex hholding as a re	empt from ba	ackup withhole	ding or (b)	l have	not hee	n notifie	d by the	Into	rnal Rev ed me t	venue that i	e am
3. 1 ar	n a U.S. citize	n or other U.S. person (defin	ned below); and	d										
		s) entered on this form (if an			pt from FATC	A reporting	is con	rect.						
Certifi becau interes genera nstruc	<b>cation instru</b> se you have fa it paid, acquis	ctions. You must cross out i illed to report all interest and ition or abandonment of sec other than interest and divid	item 2 above if dividends on cured property.	you have been your tax return cancellation of	en notified by n. For real est	the IRS that tate transa	at you a ctions,	are curre item 2 d	oes not	apply. F	or m	ortgag	e	_
Sign Here	Signatur U.S. pers					Dat	te ►							
Gen	eral Insti	uctions			• Form 1098 (tuition)	(home mort	tgage int	terest), 10	98-E (stu	dent loar	ı inter	est), 109	98-T	_
		-46 14 15 -			(talabil)									

tion references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions,
- Corporations are not exempt from backup withholding with respect to attorneys'
  fees or gross proceeds paid to attorneys, and corporations that provide medical or
  health care services are not exempt with respect to payments reportable on Form
  1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2-The United States or any of its agencies or instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7-\!\text{A}$  futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
- $9-\!$  An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10-A common trust fund operated by a bank under section 584(a)
  - 11-A financial institution
- 12--A middleman known in the investment community as a nominee or custodian
  - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 52
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may Indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar Indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
  - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

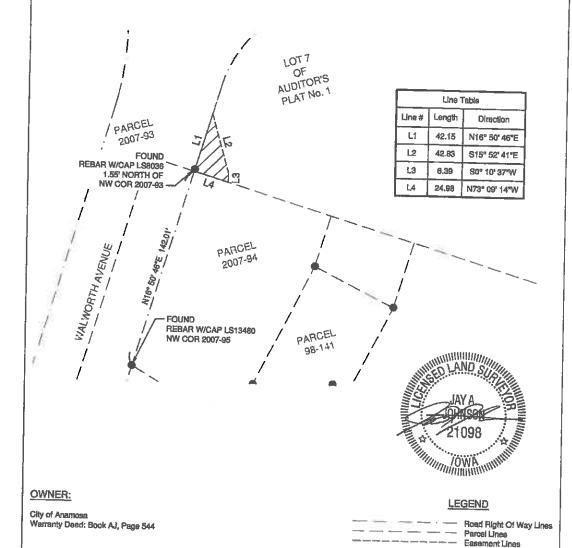
If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### **ELECTRIC LINE EASEMENT** EXHIBIT A-1

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 544 in the office of the County Recorder of Jones County, Iowa



### **EASEMENT DESCRIPTION**

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 544 In the office of the County Recorder of Jones County, lowa, more particularly described as:

Beginning at the Northwest comer of Parcel 2007-93; thence, Northerly along the Easterly Right-of-Way line of Walworth Avenue, N 16°50'46" E, 42.15 feet; thance, S 15°52'41" E, 42.83 feet;

thence, S 0°10'37" W, 6.39 feet to the Northerly line of Parcel 2007-94; thence, Westerly along the said Northerly line, N 73°08'14" W, 24.98 feet to the Point of Beginning.

Excluding therefrom all road Right-of-Way. Containing 564 square feet more or less.



Section Lines

Quarter Section Lines Found Survey

SOALE: 1" = 50"

ALL DISTANCES SHOWN ARE GRID DISTANCES

ORIENTATION OF THIS SEARING SYSTEM IS

10WA STATE PLANE HORTH ZONE, NAD 83



Calar Rights - Start File - Started - Bayer 109 North Center Point Road Hjawatha, Jowa 52223 Phone: 319,299,3000

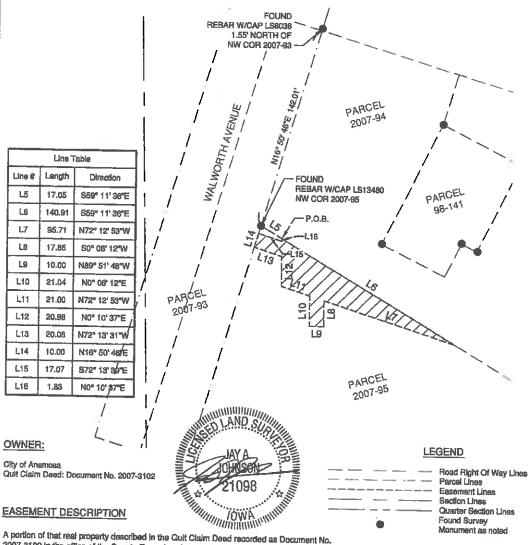
### **ELECTRIC LINE EASEMENT EXHIBIT A-1**

JONES COUNTY, IOWA

Project Numb	er: R13.01300
Date:	12/5/16
Drawn By:	JAJ
Approved By:	JAJ
Sheets:	1 of 4

### ELECTRIC LINE EASEMENT EXHIBIT A-1

A portion of that real property described in the Quit Claim Deed recorded as Document No. 2007-3102 in the office of the County Recorder of Jones County, Iowa



A portion or that real property described in the Quit Claim Deed recorded as Document No. 2007-3102 in the office of the County Recorder of Jones County, lows, more particularly described as:

Commencing at a found Rebar with a cap marked LS#13480, set to mark the Northwest corner of Parcel 2007-95;

thence, Easterly along the Northerly line of said Parcel 2007-95, S 59°11'36" E, 17.05 feet to the Point of Beginning;

thence, Easterly along said Northerly line, S 59°11'36" E, 140.91 feet;

thence, N 72°12'53" W, 95.71 feet;

thence, S 0°08'12" W, 17.86 feet; thence, N 89"51'48" W, 10.00 feet;

thence, N 0°08'12" E, 21.04 feet;

thence, N 72°12'53" W, 21.00 feet;

thence, N 0°10'37" E, 20.98 feet;

thence, N 72°13'31" W, 20.08 feet to the Easterly Right-of-Way line of Walworth Avenue;

thence, Northerty along said Right-of-Way line, N 16°50'46° E, 10.00 feet;

thence, \$ 72°13'39" E, 17.07 feet;

thence, N 0°10'37" E, 1.83 feet to the Point of Beginning.

Excepting therefrom all road Right-of-Way. Containing 0.05 acres more or less.



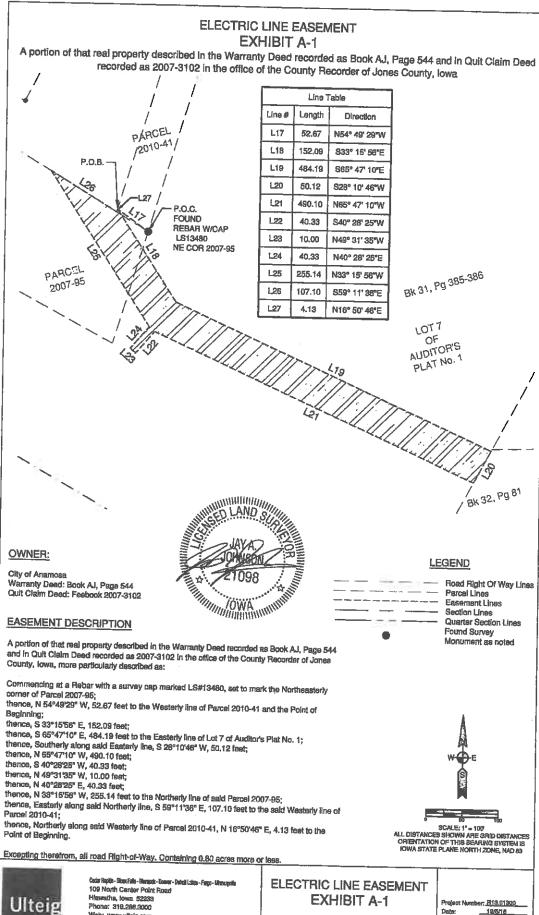
SCALE: 1" = 50"
ALL DISTANCES SHOWN ARE GRID DISTANCES
ORIENTATION OF THIS BEARING SYSTEM IS
NOWA STATE PLANE NORTH ZONE, NAD 83



Cuts Raptis - Sour Fills - Blanneis - Denet - Dentil Lakes - Farjo - Minnegol 109 Morth Center Point Flored Hiswathe, Iowes 52233 Fhories: 319,883000 Web: www.uthalc.com ELECTRIC LINE EASEMENT EXHIBIT A-1

JONES COUNTY, IOWA

Project Number: F13.01300
Date: 12/5/18
Drawn By: JAJ
Approved By: JAJ
Sheets: 20f 4

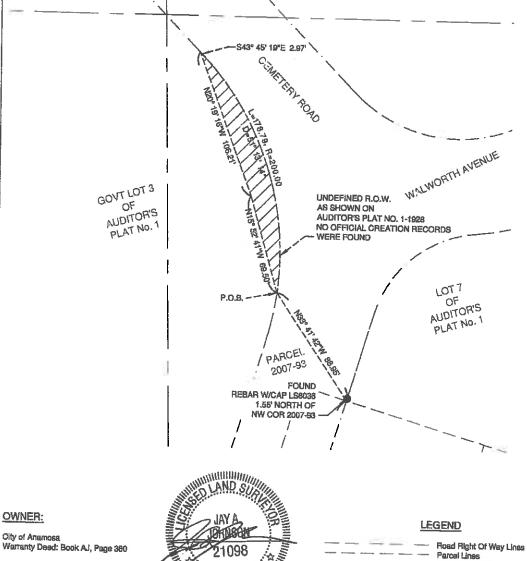


JONES COUNTY, IOWA

\_\_12/5/18 \_\_JAJ Drawn: By: 3 of 4

### **ELECTRIC LINE EASEMENT** EXHIBIT A-1

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 360 in the office of the County Recorder of Jones County, Iowa



### 70WA

Easement Lines Section Lines Quarter Section Lines Found Survey Monument as noted

### **EASEMENT DESCRIPTION**

A portion of that real property described in the Warranty Deed recorded as Book AJ, Page 380 in the office of the County Recorder of Jones County, Iowa, more particularly described as:

Commencing at the Northwest corner of Parcel 2007-93;

thence, N 33°41'42" W, 88.95 feet to the Westerly Right-of-Way line of Walworth Avenue to the Point of Beginning;

thence, N 15°52'41" W, 69.50 feet; thence, N 20°19'16" W, 108.21 feet to the Southerly Right-of-Way line of Cemetery Road; thence, Southeasterly along said Southerly Right-of-Way line S 43°45'19" E, 2.97 feet to the beginning of a tangent curve, concave Westerly;

thence, along said Right-of-Way, along a tangent curve to the right, having a radius of 200.00 feet, through a central angle of 51°13'14", an arc length of 178.79 feet, to the point of Beginning.

Excluding therefrom all road Right-of-Way. Containing .04 acres more or less.



SCALE: 1" - 50" ALL DISTANCES SHOWN ARE GRID DISTANCES
ORIENTATION OF THIS BEARING SYSTEM IS
NOWA STATE PLANE NORTH ZONE, NAD 83



Cada Raphin - Soux Pain - Homerix - Dever - Detait Lates - Fargo - Misseau 109 North Center Point Road Hlawatha, lown, 52289. Phone: 319.288,3000 Web: www.ulteio.com

**ELECTRIC LINE EASEMENT** EXHIBIT A-1

JONES COUNTY, IOWA

... 12/5/16 Approved By: \_\_JAJ



### **Anamosa Parks & Recreation Department**

600 East Main Street Anamosa, Iowa 52205 319-462-6181

Attention City Council:

I would like to approve the hiring of Scott Kelly for a seasonal park and aquatic maintenance position. I plan on doing the work for the pool prep, but pool work is a two person job. Scott is very knowledgeable with the pool and is a good reference to have when doing the work. This position will start at an hourly rate of \$10.00 an hour and will begin in April with pool prep.

Thanks,

Tyler Laing-Interim Director

Jylu 300

### **RESOLUTION NO. 2017-**

### RESOLUTION APPROVING THE HIRING AND SETTING SALARY OF SEASONAL PART TIME EMPLOYEE FOR THE ANAMOSA AQUA COURT FOR THE UPCOMING SEASON

WHEREAS, with the upcoming summer season there is a need to hire part time seasonal personnel to prepare and maintenance 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:

Position	Employee Name	Hourly Rate
POOL		
Maintenance	Scott Kelly	\$10.00

PASSED AND APPROVED this 10th of April, 2017.

### APPROVAL BY MAYOR

I hereby approve the foregoing <b>Resolution No. 2017</b> —of the City of Anamosa, Iowa, this 10 <sup>th</sup> day of April, 2017.	fixing below my official signature as Mayor
A TOTAL CITY	Dale Barnes, Mayor
ATTEST:  Tammy Coons, City Clerk	

### RECORD OF COUNCIL PROCEEDINGS

The Council of the C Hall, Anamosa, Iowa at 6:00 Councilmembers present: Cr	P.M. on the 10th day of A	et in Regular Session in the ( April, 2017 with Mayor Dale t, Rod Smith, Shaffer, Weim	Barnes presiding and the	Anamosa City following
Absent: None.				
Councilmember	introduced the fe	oregoing Resolution No. 20	17- and moved for its	adontion
Councilmember of the vote.	seconded the motion	to adopt. The roll was called	ed and the following indic	ates the result
	Voting Aye	Voting Nay	Absent	٦
Crump			TADDUIL	-
Feldmann				7
Machart				7
Smith				-
Shaffer				7
Weimer				1
I, Tammy Coons, the duly ap foregoing Resolution No. 20 by the Council for the City of Proceedings.	CLERK'S  pointed and acting City C  17 is a true and exact	CERTIFICATION Clerk of the City of Anamosa	, Iowa, do hereby certify the first said Resolution was defined to the control of	luly adopted
WITNESS my officia	l signature and the seal of	Tammy Coons, City		2017.
(SEAL)		ruman, cooms, only		

### RESOLUTION NO. 2017-\_\_\_

To fix a date for a public hearing on Government Obligation Contract in a principal amount of not to exceed \$100,095

WHEREAS, the City of Anamosa, in the County of Jones, State of Iowa (the "City"), proposes to enter into a Government Obligation Contract in the principal amount of not to exceed \$100,095 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring a Wheel Loader and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Government Obligation Contract and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Anamosa, Iowa, as follows:

Section 1. This Council shall meet on the 24th day of April, 2017, at the City Hall Council Chambers, in the City, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Government Obligation Contract.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Government Obligation Contract setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 4 nor more than 20 days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

### NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A GOVERNMENT OBLIGATION CONTRACT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$100,095

### (LOCAL OPTION SALES TAX – 65%)

The City Council of the City of Anamosa, Iowa, will meet on the 24th day of April, 2017, at the City Hall Council Chambers, in the City, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a Government Obligation Contract in a principal amount not to exceed \$100,095 for the purpose of paying the cost, to that extent, of acquiring a wheel loader.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a Local Option Sales Tax debt of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Government Obligation Contract. After receiving objections, the City may determine to enter into the Government Obligation Contract, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Anamosa, Iowa.

Tammy Coons City Clerk

Passed and approved April 10, 2017.	
	Dale Barnes, Mayor
Attest:	_ = = = = = = = = = = = = = = = = = = =
Tammy Coons, City Clerk	

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

Section 3.

### RECORD OF COUNCIL PROCEEDINGS

The Council of the Cit Chambers, City Hall, Anamosa Barnes presiding and the follow Shaffer and Weimer.	a, Iowa at 6:00 P.M.	on the 10 <sup>th</sup> day of A	pril, 2017, with the Mayor
Absent: None.			
Councilmember moved for its adoption. Counc was called and the following in	ilmember	seconded the me	ion No. 2017 and otion to adopt. The roll
Council Member	AYE	NAY	ABSENT
CRUMP FELDMANN MACHART SMITH			
SHAFFER WEIMER			
The Mayor Barnes declared <b>Re</b> I, <i>Tammy Coons</i> , the du Anamosa, Iowa, do hereby certi	CLERK'S CERTI	FICATION  ed and acting City C	Clerk of the City of
copy of said Resolution. That s Anamosa, Iowa, at a meeting the	aid Resolution was d	uly adopted by the	Council for the City of
WITNESS my official s day of April, 2017.	signature and the seal	l of the City of Anar	nosa, Iowa, on the 10 <sup>th</sup>
		Tammy Coo	ons, City Clerk
(SEAL)			any very vere

Monthly activity report: March 2017 Street department

SEWER JETTING: all hot spots were jetted and root killer applied

Service and wash Jetter truck

Tree trimming

Haul brush and burn

Haul out ash and dispose of

Snow storm 3-13-17 6-8" No complaints

Clean all trucks and equipment

Clean and wash, wash bay pit of sand

Specs for fire station parking lot concrete project

Started process for solution of expanding goose population

Clean shop floor

Clean up and disposal of 20-30 trash bags dumped in alley by Pistol Annies

New tire on 1 ton truck

Clean storm drain inlets

Tree removal on South Elm Street, for upcoming street improvement project

Storm pumps, checked and fully operational

Work on getting rid of abandoned properties, mowed by city workers

Sign straightening and repair, city wide

Repair 2 street lights

Clean storm drain pit behind waste water plant

Stop light repair at hiway 64 and Chamber Drive: after storm with high winds NO TREES DOWN

Start ordering process for new L50 Volvo

Put up banners downtown

Cold patch streets throughout town

Provide traffic control for crane downtown: Roof repair on building downtown

Pole repair on Main street

Blow sand and debris off of all sidewalks downtown

Fix right of way areas damaged by snow plows

Order new gutter brooms for Tymco sweeper

Back drag all gravel parking lots and alleys

Check and repair all crosswalk lights in town

Tear down, repair, cleaning, of all snow plowing equipment

Haul salt/sand to power plant

STREET SWEEPER, starting street sweeping program for year

### MARCH 2017 LIBRARIAN'S REPORT

### BOARD OF TRUSTEES

At their regular meeting, Monday, March 20th at 7 PM, the Board of Trustees:

- Continued discussion on building improvement projects (LED lights, countertop, security cameras, furniture)
- Made changes to Library's Personnel Policy in regards to paid leave benefits to follow city policy.

Their next regular meeting will be Monday, April 17th at 7 PM at the library.

### FRIENDS OF THE LIBRARY

The Friends of the Library meet on the 2<sup>nd</sup> Tuesday of the month at 10 AM at the library. Their **Spring Gala 2017** is this Saturday, April 8 at the Wapsipinicon Country Club. They aren't selling meal tickets anymore, but after-meal entry is a free-will donation!

### PROGRAMS & SERVICES

### CHILDREN

- Movers and Shakers (Wednesdays at 10:30) Story/play time for babies-preschoolers
- Early Out Wednesdays on the 1st and 3rd Wednesdays continued
- Outreach story time programs at Head Start and Kidz R Us.

Special April Programs: Easter Bunny with live rabbits- Tuesday the 11<sup>th</sup> at 6 PM, Movers & Shakers at Pinicon Place- Wednesday the 12<sup>th</sup>

### **ADULTS**

- Tech Tuesday (Tuesdays 2:30-4:30 PM): Special topic was on new genealogy database.
- U.S. Cellular's Tech Class (Monday, March 13th 4-6 PM)
- The Cedar Street Book Club (Thursday, March 16) "Murder at the Roosevelt Hotel in Cedar Rapids" by Dianne Fannon-Langton.
- Special Programs: Iowa's Hidden Treasures and Prohibition in Eastern Iowa

Special April Programs: Don't be a Target of Medicare Fraud- Tuesday the 11th at 10:30 AM

### SERVICE HIGHLIGHT

Another EBSCOhost product is Novelist Plus, a database meant to help people find their next book to read. You can look for books the 'usual' way (by author, book series, title, subject), but also by what librarians call appeal factors (ways to describe the essence of a book someone enjoys). Are you looking for a book that is heartwarming, frightening, fast-paced, descriptive, or has witty dialogue? Novelist Plus can help.

### STATISTICAL REPORT

The intent of the report is to provide objective data of the library with which to evaluate the library's basic services. It is provided quarterly to the Library Board of Trustees and monthly to the City Council and the Jones County Board of Supervisors.

### Anamosa Library & Learning Center

		ures		1185	
March Librarian's Report	March	Ne Figures 2016 2016	Jate March	AT FIBURES 2017	O2
	2015	John Acatto	2016.7	2016 21 1	/
CHECKOUTS BY ITEM TYPE					
Books	1,970	18,202	1,813	28,200	
Adult	1,284	11,759	1,199	18,366	
Children's	686	6.443	614	9,834	
Other Materials	1,018	9,834	1,239	12,032	
Adult	736	6,918	940	8,313	
Children's	282	2,916	299	3,719	
BRIDGES (Digital Materials)	312	2,385	410	3,045	
Computers	434	4,342	452	4,358	
TOTAL	3,734	34,763	3,914	47,635	
CHECKOUTS BY PATRON TYPE					
City Checkouts	2,132	20,996	2,207	20,672	
Rural Checkouts	1,144	9,930	1,133	9,493	
Anamosa Rural	706	5,536	627	5,732	
Jones County Rural	287	1,899	323	2,645	
Jones County Cities	151	1,154	183	1,116	
Out of County	150	1,491	178	1,222	
TOTAL	3,426	32,417	3,518	31,387	
% OF RURAL CHECKOUTS	33.39%	26.50%	32.21%	30.25%	
NUMBER OF VISITORS	4,358	42,908	5,708	46,267	
NEW REGISTRATIONS					
nterlibrary Loan Library	0	1	1	-	
Adults	18	183	21	3	
Anamosa City	9	115	13	193	
Anamosa Rural	4	33	5	111	
Other Jones County	5	35	3	34	
Children	3	79	13	48	
Anamosa City	2	46	2	53 23	
Anamosa Rural	1	21			
Other Jones County	0	12	3	20	
eenagers	0	19	2	10	
Anamosa City	0	17	2	12	
Anamosa Rural	0	2	0	10	
Out of County	4	22	3	14	
OTAL	25	304	40	276	
ONATIONS					
dult Materials	80	593	37	350	
Books	37	245	11	139	
Audiobooks	6	59	1	54	
CDs	0	0	0	0	
DVDs	37	289	25	157	
nildren's Materials	2	351	14	104	
Books	0	189	7	81	
CDs	0	72	o	0	
Puzzies	0	0	0	0	
DVDs	2	90	7	23	
DTAL	82	944	51	454	

### Definitions

Other Materials: Magazines, Newspapers, DVDs, Blu-Ray,

Audiobooks, Reading Kits,

Anamosa Rural: Residents with a 52205 zip

code who live outside the Anamosa city limits.

Jones County Rural: Residents within the Jones County lines, but outside

the 52205 zip code and not within any city limits.

Jones County Cities: Residents of a Jones

County city, not including Anamosa.

Other Jones County: Residents of Jones County,

not including Anamosa.

Out of County: Residents of Iowa, but not

of Jones County.

### Anamosa Library & Learning Center

			/	and Figures 2015?				on Figures 2016 2
March Librarian's Rep	ort		STOY	016 Figur	016	Date N	of ch	TEIS
			,61	2015	31,50	/ 4	6	2016
	-	<u>v</u>	1	1 76	1	2	1	1,10
PURCHASED MATERIALS			+		+		+	
Books		7.	2	57	1	4	+	
Adult	- 1	4		40		3:	-	380
Children's		2	-	17		1:		185
Magazines			0	5	-		Ť	10:
CD/Book					3		-	11
CD/Music						(	-	- (
DVD				12	-		-	102
Newspaper			-				-	102
TOTAL		72	2	762	2	51	+	659
			-				+	
REMOVED MATERIALS			+		+		+	
Books		39		1,572		4	+	929
CDs		- 0	1	1	_	0	-	1
VHSs		0		276		0	+	221
DVDs		0	T	24		1	t	17
Audiobooks		10	T	87		0	T	3
Magazines		0	T	847		121	T	894
TOTAL		49		2,807		126	i	2,065
			İ					
REVENUE		,	Т					
Fines	\$	396.88	\$	2,707.98	\$	324 58	\$	2,855.17
Copies & Faxes	\$	495.75	\$	3,485.55	\$	386.25	\$	3,149.50
NOW Interest	\$	43.61	\$	64.20	\$	-	\$	14.22
Book Sales	\$	59.10	\$	1,486.85	\$	198.00	\$	1,748.90
Room Rent	\$	250 00	\$	2,615.00	\$	540.00	\$	3,200.00
State of Iowa	\$		\$	3,347.82	\$	1,950.27	\$	3,365.26
Miscellaneous	\$	15.00	\$	164.00	\$	54.50	\$	787.18
Memorials	\$	-	\$		\$	_	\$	200.00
County	\$	-	\$	17,190.00	\$	-	\$	18,280.00
Donations/Friends of the Library	\$	30.75	\$	706.45	\$	1,029.80	\$	2,104.20
TOTAL	\$	1,291.09	\$	31,767.85	\$	4,483.40	\$	35,704.43
ROGRAMS	-		_					
lumber of Programs	210						_	
Adult	NA	-	NA			19	_	148
Children's	NA NA		NA			8		60
umber of Attendees	NA		NA			11		88
Adult	NA NA		NA			419	_	4,307
Children's	NA NA		NA			75		372
Sillatoria	NA		NA			344		3,935
EETING ROOM USE	NA	-	NA			acl	_	
THE PARTY OF THE P	14/4		AF			22		98

## MONTHLY PRODUCTIVITY REPORT WATER DEPARTMENT

### WEEK 1

Rounds, testing, 21 work orders, 29 locates, back wash, monthly testing, worked on outfitting new truck, helped street crew, cleaned trucks, plant

### WEEK

Rounds, testing, 10 work orders, 10 locates, back wash, snow removal, Pm work at plant, cleaned shop, water line tap on Gibb St. 68 door posts, cleaned trucks, plant

### ij WEEK

Rounds, testing, 15 work orders, 31 locates, 27 shut offs, training on valve turner, back wash, valve turner training, brush cleaning on grounds, removal of old dicharge pipe, cleaned trucks, plant.

### 4 WEEK

Rounds, testing, 6 work orders, 13 locates, back wash, removed trees, water main break on 5th st. due to plumber, cleaned dig trailer and tools, clean trucks, plant.

> 52 Orders Work

83 Locates Line

89 Posts Door

Shut Offs

27

### **Monthly Report March-LCC**

With March being a little slower programming wise in our department we have been trying to reorganize and clean-up our facility. To get as much done possible this month we have been utilizing the outs workers for assistance on these projects. Some of the projects that we have been able to get done with their help include; clean-up of wapsiana park, repainting the men's locker room, clean-up of janitorial closets, clean-up of fire escape hallway and clean-up and reorganizing gym storage closets. These workers have been a blessing to our department as they are hard workers and bring handyman skills that a lot of other workers don't have. We would have not been able to complete these projects if we did not have their help as they are time consuming.

We have two weeks left of our second session of Ladies Night Out event. In our second group, we have 22 ladies participating. With the high popularity of this event we must look at different ways to tweak it so that we can get as many people in as possible. Our men's league, Co-Ed Volleyball and Racquetball all came to an end this past month. We had 9 men's basketball teams, 8 Co-Ed Volleyball teams and 6 couples in Racquetball.

Summer registrations have begun for pee-wee and youth baseball. We have started the registrations a little bit earlier than in the past so to get a head start on organizing the league. We are changing up the format a little bit this year and are going to be hand picking the teams ourselves, instead of having a few coaches show up to pick the teams, and then us having to pick the rest.

April is going to be a busy month for us here at the center. I am going to be starting pool prep work in April and we will also have mowing and ball field prep. It seems that Mowing season is starting earlier and earlier each year with the milder weather. Don't look now, but in a few years Iowa may be the new Florida!

Jylu &



### City of Anamosa

107 South Ford Street Anamosa, Iowa 52205 (319)462-6055 Fax (319)462-6081 Wastewater Department

### WASTEWATER DEPARTMENT MONTHLY ACTIVITY REPORT MARCH 2017

### MONTLY SAMPLING COMPLETE - 3 SETS PER WEEK FOR IOWA DNR

In house sampling complete 3 times per week for plant operations. 3 sets of samples mailed to lab Will be running E.coli samples to the lab 5 samples in the month.

ALSO WILL BE DOING QUARTERLEY SLUDGE ANALYSIS SENT TO LAB PER IOWA DNR. THIS IS IN PREPRATION TO SLUDGE HAUL OUT.

HAVE HAD A FEW PROBLEMS WITH UV POWER ITERUPTION WE ARE PUTTING ON A UNINTERUPTABLE POWER SUPPLY. THE COST IS APPROX 1,000 FOR THIS EQ.

WE ALSO HAD A BLOWER FAILIER ABOUT 23,000 HRS ON ALL 3 BLOWERS

WE PULLED THIS IN HOUSE WITH THE HELP OF MARK BRAY 125 HP MOTOR HAD THIS REBUILT AT JANDA ELECTRIC. DELTA INDUSTRIES WANTED 22,000 FOR A REPLACEMENT MOTOR WE FOUND ONE IN CANADA FOR 10,000 THIS IN CASE WE WOULD HAVE A NOTHER BLOWER GO DOWN.

WE INSTALLED REBUILT MOTOR IN BLOWER AND IT WOULD NOT RUN. WE HAD PEOPLE THAT KNOW THE COTROL SIDE OF THE BLOWERS AND DISCOVERED THAT WE ALSO HAD TROUBLE WITH THE VFD THAT COTROLLS THIS BLOWER. IT WAS DETERMINED IT WAS BAD SO WE ARE SENDING IT OUT FOR REPAIRS APROX 6,000

STREET SHOP HELPED WITH HOT SPOT JETTING . THIS IS DONE QUATERLY. THIS WAS VERY MUCH APPRICIATED.

THE WASTEWATER PLANT IS RUNNING VERY WELL. WE HAD A HUGE COMLEMENT AS THE PLANTIS ONE OF THE BEST AT NITROGEN AND PHOSPURUS REMOVAL. THIS IS A GREAT THING AS NUTRIENT REDUCTION IS HUGE TO THE DNR.

OUR OLD DODGE SERVICE TRUCK IS OUT OF THE BODY SHOP NEW FENDERS FIXED THE RUST ON THE DOORS PAINT . KORYS CRANE TRUCK TO GO IN NEXT FOR FENDER REPAIR AND NEW DOORS

I GAVE AL A ESTEMATE FOR NEW BUILDING FOR WWTP 23000 FOR BUILDING AND AROUND 10,000 TO PUT IT UP THIS INCLUDES OVERHEAD DOORS

WE ORDERED A 14FT ROLLING LADDER FOR BELTPRESS BUILDING TO CLEAN PRESS AND CHANGE OUT LIGHT FIXTURES.

AL AND I DISCUSSED JETTING A QUARTER OF THE TOWN. THIS WOULD HAVE TO BE DONE WITH STREET SHOP HELP. I AM TO TALK TO GREG ABOUT THIS. THIS IS SO WE CAN BEGIN TO CAMERA A LOT OF THE SEWER LINES.

CITY OF DYERSVILLE OWES US 4 YEARS OF CAMERA WORK IN EXCHANGE FOR JET TRUCK.
CITY OF MOTICELLO ASKED FOR MUTUAL AID AS THERE JETTER WAS DOWN. WE HELP THEM
OUT. ONCE INA WHILE. THEY ALSO USED OUR ROOT CUTTER FOR THERE JETTER. THEY HAD
A SPOT THE WERE HAVING TROUBLE WITH.

CLEANING PLANT AND OFFICE WEEKLY.

MAKING SURE UV DISENFECTION IS WORKING WELL AND RUNNING CLEAN
BELT PRESS WE RAN APPROX 10 LOADS OF SLUDGE FOR THE MONTH
WE ARE PLANNING ON REBUILDING BELT PRESS WITH THE PARTS I ORDERED LAST MONTH
BELT PRESS MAY NEED NEW BEARINGS ON CONVEYER TRYING TO FIND SOME ONE LOCAL

### **STAFFING UPDATE -**

WE ARE SHORT-HANDED. KORY IS STUDYING FOR EXAM, WHICH AL DISCUSSED WITH HIM.

## DOWN the DRAIN? WHAT HAPPENS TO OUR WASTEWATER?

by Terry Kirschenman

Flush it. Dump it. Pour it down the drain. What happens to all that "stuff" known as wastewater?

Wastewater treatment is a service taken for granted by the general public, and few realize the complexity of the operation, the usefulness of its byproducts and the relative bargain of this service. Despite their complexity, wastewater treatment plants are designed for two basic purposes --- to speed up the natural purification processes that occur in rivers, lakes and streams and reduce pollutants that may interfere with these processes. Designing treatment plants to do these things is a science constantly developing to provide efficient treatment at the lowest cost. However, the goal remains the same — to produce a stream of water that is safe to return to the environment.

### HISTORY

Treatment plants as we know them are a fairly recent development. The science of bacteriology was not developed until the last half of the nineteenth century. The Bible may record the first law mandating separation and land application of human wastes. Sewers constructed in Roman times until the 1840s were principally for storm drainage only. Human waste was not specifically directed to the sewers of London until 1815, Boston until 1833, and Paris until 1880.

Treatment facilities constructed from 1900 to 1930 were built primarily

to remove suspended solids and oxygen-demanding pollutants. From 1930 to 1960, emphasis was on reducing the toxic pollutants and controlling the release of disease-causing bacteria and viruses. Since 1960, additional emphasis has been on protecting the receiving stream from pollutants such as ammonia nitrogen, which is toxic to fish and other aquatic life. Adequately controlling residual sludges generated from the treatment process and recycling these solids for beneficial use has been more recent.

The degree of treatment required for each community depends on the waste quantity and uses of the receiving stream. Larger streams can handle higher pollutant loads without adverse environmental effects. Small streams generally handle less. The federal Clean Water Act of 1972 set minimum treatment standards for all plants, and a goal of fishable and swimmable streams throughout the United States. At many locations, the Iowa DNR requires more advanced treatment than the federal minimum to protect streams for specific uses. Therefore a treatment plant must have adequate capacity to handle the volume of water, microorganisms to convert the organic pollutants in the water to a solid biomass, and settling or straining processes to remove waste solids and microorganisms.

Wastewater is 99.9 percent water by weight. Hence, the name "wastewater." The size of treatment plants is

often an issue of wastewater volume. Only a small fraction of the untreated wastewater is solid matter. The treatment challenge is removing that small objectionable fraction quickly before the treated water is discharged into the receiving stream.

Many cities have sewer collection systems allowing the wastewater to flow by gravity to a treatment plant. Municipalities are required by law to properly treat all polluted waters and all wastewater treatment plants are limited in the amount of flow that can be accommodated. A tight collection system will produce average flows of less than 100 gallons per person per day.

A wastewater treatment plant typically consists of several process units designed to remove different pollutants. The various units have specific tasks, with an overall objective of removing at least 85 percent of the oxygen-demanding pollutants and suspended solids. To a certain extent, all receiving streams have an ability to handle limited pollutants naturally, and for this reason, it is not necessary to remove 100 percent of the organic wastes from the water.

The primary measurement made is BOD—biochemical oxygen demand. This is not a pollutant, but rather an indication of the amount of oxygen in the water necessary for decomposition of organic wastes. The greater the BOD, the greater the degree of pollution. If it is not reduced by the

treatment plant, the oxygen-demanding pollutants may deplete the oxygen in the receiving stream, killing fish and the aquatic life they feed on. Fish and other aquatic life need an adequate supply of dissolved oxygen to survive.

Suspended solids may also contain many BOD pollutants, and are reduced to not only meet BOD requirements, but also for reasons of aesthetics and public health.

### TREATMENT PROCESSES

Most treatment plants include the same basic processes — preliminary treatment, primary treatment, biological oxidation and final clarification. The solids generated from the treatment processes are concentrated into a sludge. This sludge is further treated or stabilized so it can be disposed of or used as a soil conditioner without posing any health problems.

Preliminary treatment includes the physical removal of large debris that has found its way into the collection system — sand, bricks, rags and wood. This stage normally includes screening facilities and grit removal. The screens have steel bars with spacings of about one inch. The grit removal equipment removes sand and small stones. Grit removal tanks are designed to slow the water just enough to let the heavy sand and gravel drop to the bottom. Some grit removal systems spin the wastewater as it moves through the tank; the cyclonic effect helping separate the grit from the wastewater.

These two units remove the large material that tends to plug pipes, clog pumps, cause wear on equipment or collect in later treatment. The grit and debris is collected, lime stabilized to reduce odor and bacteria, and hauled to a sanitary landfill.

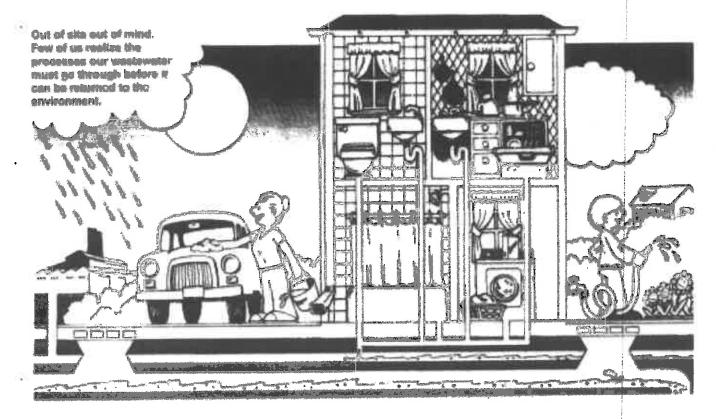
In primary settling the wastewater goes to clarifiers — typically, circular tanks eight feet deep. These settling tanks provide a period of several hours to allow most suspended solids to settle to the bottom. This mass of settled solids is called raw sludge. Up to 60 percent of the solids and more than 30 percent of the BOD pollutants are removed by the primary clarifiers. A mechanical scraper at the

bottom of the tank collects the settled sludge, and surface skimmers collect any rising oil and grease. The wastewater is collected near the top of the tank and directed to the next process.

The wastewater is subjected to biological oxidation in the next treatment stage by a separate unit containing microorganisms, including protozoa, fungi, algae, and a wide variety of bacteria, numbering in the millions. Biological oxidation speeds up the natural decay of the wastes. It is the heart of the treatment plant.

With the solids removed in the previous stages, most of the pollutants in the wastewater, at this point, are dissolved. In the biological oxidation stage, treatment units provide an oxygen-rich environment allowing the microorganisms to use the organic pollutants as food. When the process is completed, the microorganisms are removed from the wastewater by settling or straining.

The most common units used for biological oxidation are trickling filters or activated sludge tanks. In trickling filter plants, the microorganisms attach



themselves as a slime to the surface of corrugated plastic. When the wastewater is trickled over the corrugated plastic, the attached microorganisms feed on the pollutants as they drip and trickle past. Some older treatment plants use rock as a media, but modern trickling filter towers use corrugated plastic about 20 feet deep. The air spaces in the corrugated plastic give the microorganisms access to the oxygen they need.

In activated sludge facilities, the microorganisms are suspended in a tank filled with wastewater by mixing equipment and/or air pumped into the wastewater. The microorganisms are usually mixed in this oxygen-rich solution for 4 to 12 hours. Activated sludge process technology has been used for many years.

Final Clarification - At first glance the final clarifiers look the same as primary settling tanks, but they are typically deeper and larger. Their main function is to capture the microorganisms leaving the biological oxidation units. As in the primary tanks, these units still the water to provide settling and separation. Once the microorganisms are collected at the bottom of the tank, the sludge solids, which are mostly microorganisms, are sent back to the activated sludge tank to continue their job or diverted to a sludge digestion unit if they are no longer needed. The wastewater is clear at this point and is collected near the top of the tank. The wastewater is now either discharged to the receiving stream or gets disinfected.

Disinfection - Disinfection eliminates disease-causing bacteria and viruses remaining in the wastewater. The need to provide disinfection depends on the uses of the receiving water. Treated wastewater discharging into a stream used for swimming, water skiing or other water contact recreation must be disinfected.

Disinfection is typically done by mixing in small doses of chlorine. The chlorine destroys most of the remaining

bacteria and viruses contained in the wastewater. Another type of disinfection uses ultraviolet (UV) light. UV light does not kill the bacteria, but it eliminates the threat of disease in the wastewater by making the bacteria or virus unable to reproduce. It employs tubes with UV lamps located in the flow path of the wastewater. Both types of disinfection are effective. Chlorine disinfection has been used routinely since 1911 whereas UV disinfection technology is more recent.

Sludge Digestion - The waste-

Despite their complex-

ity, wastewater ireatment

plants are designed for two

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processes.

water sludge solids collected from the settling tanks must be further treated or "digested" prior to disposal to reduce odors and the potential for disease. Two types of digestion tanks are employed --one uses oxygen, one does not. With

adequate temperature, either digestion process can be used to significantly reduce the disease-causing bacteria in the wastewater sludge. Both are biological processes using concentrated sludge as a source of food for microorganisms.

Concrete pads and tanks, glass lined steel tanks, or earthen basins designed to protect the groundwater are used to store the resulting "biosolids" prior to disposal. Most communities in Iowa apply their biosolids (digested sludge) to farmland as a fertilizer.

### **ADDITIONAL TREATMENT PROCESSESS**

There are numerous other types of treatment processes and combinations of the above --- sand filters, stabilization lagoons and aerated lagoons - all of which employ physical processes to remove solids from the wastewater such as settling or filtering in addition to the biological oxidation. Lagoons are the most common approach used by small communities in the Midwest. They differ from the previously described mechanical treatment plants by accomplishing all treatment in two or three ponds, and do not have an elaborate means of removing sludge solids after settling. After many years

> of use, the lagoons must be cleaned of the wastewater sludge sediments.

While the appearance of treatment plants has changed with time and new technology, the need to dispose of the residue has not changed. Pollutants remain misplaced resources in the same way weeds can be

misplaced flowers. There always has and always will remain only three places to dispose of waste -- air, land and water. If we remove it from the water, it must go in the air or on the land. We all have a stake in ensuring for our children and grandchildren.

pollutants can be turned into resources

Terry Kirschenman is an environmental engineer for the department's wastewater construction section in Des Moines.

Reprinted from the March/April 1996 Iowa Conservationist.

### Page: 1 of 2

## Arrest Statistics by Month

DATE RANGE: 1/1/2017 to 12/31/2017 AGENCY: All Agencies

														   `
Criminal Incident	Code	Total	Jan	Feb	Mar	Apr	May	Jun	3	And	Seb	oet	N N	٦
Burglary tools posessed	Z06	-	0	0	-	0	0	0	0	0	0	0	0	0
	Agency Name Missing	-			·	0	0	0	0	0	0	0	0	0
Anamosa Police Department														
Criminal Incident	Code	Total	Jan	Feb	Mar	Apr	N ×	1	]=	A	000	å		
Assault (D/A)	206	-	c	6	c	-	}	;   <	3   °	3	2	3	2	Cec
Assault (Serious)	13B	• •	• •	, <del>,</del>	- <	- 0	<b>&gt;</b> 0	) )	0	0	0	0	0	0
Assault Armed with Intent	5 5	- 4		- ,	o (	<b>o</b>	2	0	0	0	0	0	0	0
Assault with a Dangerous Weapon	5 4		> 0		o :	0	0	0	0	0	0	0	0	0
Burglary 3rd Degree	۲	<del>-</del> .	<b>o</b>	-	0	0	0	0	0	0	0	0	0	0
Burglary 3rd Degree affempted	027	-	-	0	0	0	0	0	0	0	0	0	0	0
Child endangerment	DZ -	<del>-</del>	0	•	0	0	0	0	0	0	0	Ó	0	0
Credit Card/Auto Teller Machine Frand	706	<del>.</del>	0	0.	-	0	0	0	0	0	0	0	0	0
Criminal Mischief 5th Decree	26B	4	4	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	290	<del>-</del>	0	0	0	-	0	0	0	0	0	0	0	0
Disorderly Conduct	206	ဖ	7	ന	0	-	0	0	0		0	0	0	0
display of plates	Z06	-	0	-	0	0	0	0	0	0	0	0	0	0
DISTRIBUTION TO DED SON HANDED A OF		_	0	0	0	+	0	0	0	0	0	0	0	0
DOMESTIC ARISE ASSAULT WITH HOUSE TO BE COMPANIED.	Z06	_	0	0	-	0	0	0	0	0	0	0	0	0
CONTROLL ADDION ASSAULT ON OUR CONTROLL CONTROLL SERIOUS INJURY	Z06	~	0	-	0	0	0	0	0	0	0	0	0	0
Debige Mikilo I Isono Bernal	13A	-	-	0	0	0	0	0	0	0	0	0	0	0
Driving Willia Licelise barred	Z06	7	0	-	0	¥	0	0	0	0	0	0	0	0
ORWAND WITH DESTREET OF THE CONTROL	Z06	7	-	0	-	0	0	0	0	0	0	0	0	0
Discussion with Obstruction VIEW		-		D	0	0	0	0	0	0	0	0	0	0
Data Pace Marinera	35A	7	0	2	0	0	0	0	0	0	0	0	0	0
DIIS - Drigha While Linnage Comments	35A	ဖ	-	0	ιΩ	0	0	0	0	0	a	0	0	0
DIC - Driving While Livering Control of the Control		-	-	0	0	0	0	0	0	0	0	0	0	0
	206	4	-	7	~	0	0	0	0	0	0	0	0	0
Forma President	Z06	_	+	0	0	0	0	0	0	0	0	0	0	0
Formery	30S	_	0	÷	0	0	0	0	0	0	0	0	0	0
Haracement	250	<del>-</del>	0	-	0	0	0	0	0	0	0	0	0	0
	206	-	c	c		5	0	(	(					

All Agencies

Improper Rear Lamps INTERFERENCE W/OFFICIAL ACTS-FIREADM	;	~		0	0	0	0	0	0		0	0	0	î
Interference w/official acts	13A	7	0	0	0	2	0	0	0		0	0	0	
Interference w/official acts	90A	_	0	-	0	0	0	0	0		0	0	0	
No D.L.	Z06	7	0	8	0	0	0	0	0	0	0	0	0	
No Insurance	706	-	0	0	Ē	0	0	0	0		0		0	
O.W.I. 1st offense	6	<del>.</del> .	-	0	٥	0	0	0	0		0	0	0	
Obstructing Justice	30G	ယ္	က	-	~ :	0	0	0	0		0		0	
Possession of Contraband	206	- (	0	-	0	0	0	0	0	0			0	
Possession of controlled Substance	Acc.	N ·		-	0	0	0	0	0				0	
Possession of Drug Paraphenalia	35A	<b>⊢</b> ¢	ēn (	0	0	0	0	0	0		0	0	0	
Possession of Drug Paraphenalia	90A	N I	0 1	0	7	0	0	0	0	0			0	
Public Intoxication (1st)	a 198	(B)	DI.	4	က	0	0	0	0				0	
Speeding	U 100	4	-	7	0	-	0	0	0				0	
THEFT 2ND DEGREE \$1,000-\$10,000	706	Ψ,	0	0	-	0	0	0	0				0	
THEFT 3RD DEGREE \$500-\$1,000	230	_	~	0	0	0	0	0	0	0			0	
THEFT 4TH DEGREE \$200-\$500	23H	7	8	0	0	0	0	0	0				0	
THEFT 5TH DEGREE VALUE \$1-\$200 SIMPLE MISDEMEANOR	230	- (	0	-	0	0	0	0	0				0	
VIOLATION OF NO CONTACT/PROTECTIVE ORDER	H62	ر م	-	ഗ	0	0	0	0	0				0	
Warrant -other agency	706	F- '	<del>-</del>	0	0	0	0	0	0				0	
Warrant -other agency	i c		<b>4</b>	0	0	0	0	0	0				0	
Warrant-Jones County	708	τ .	-	0	0	0	0	0	0		0		0	
Warrant-Jones County		•	_	0	0	0	0	0	0				0	
		ဖ		0	ιΩ	0	0	0	0	0			0	
	Anamosa Police Department	<del>0</del>	33	34	24	œ	0	0	0	0 0		0	0	
	Grand Totals:	100	33	8	25	8	0	0	0			<b>C</b>	-	
						1	1	,	-	_		> _	>	

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# Offense Statistics Summary Report by Month

Anamosa Police Department

DATE RANGE: 1/1/2017 to 12/31/2017

	Code	Total	Jan	Feb.	Nar	Ang	Max	1	3	- 1	- 1	- [	- 1	
Assault (D/A)	13B	c	,		- 1	<u>.</u>	- 1		5	Aug :	Sep	z o	Nov Nov	Dec
Assault (Serious)	5 6	7	>	0	<del>-</del>	· · ~	0	0	0	0	0	0		
Assault Armed with Intent	138	<del>-</del>	0	<del>-</del> -	0	0	o	0	0	0	0	0		
Assault with a Dangerous Weapon	13C	<del>-</del> -	0	-	0	0	0	0	0	0	0	0	0	
Burglary 3rd Degree	13A	τ-	0	<del>-</del>	0	0	0	0	0	0	0	0	0	
Burglary tools posessed	220	~	ഹ	-	<b></b>	0	0	0	0	0	0			, ,
Child endangerment	706	0	0	0	0	0	0	0	0	0	0			
Credit Card/Auto Teller Machine Fraud	- S	<del>-</del> -	0	0	<b>-</b>	0	0	0	0	0	0			, ,
Credit Card/Auto Teller Machine Fraud	23E	0	0	0	0	0	0	0	0	0	0			
Criminal Mischief 4th Degree	268	ر د	0	0	0	0	0	0	0	0	0 2			_
Criminal Mischief 5th Degree	290		0	0	-	0	0	0	0	0	0	0	_	
Disorderly Conduct	780	4	0	ო	0	-	0	0	0	0	0	0	-	
DOMESTIC ABUSE ASSAULT IMPEDING AIR/BLOOD FLOW	30.00	- 0	0 .	0	0	-	0	0	0	0	0 0	0	0	-
DOMESTIC ABUSE ASSAULT WITH INTENT TO INFLICT SERIOUS IN ILIBY	13A	ο,	0	0	0	0	0	0	0	0	0	0	_	_
DOMESTIC ABUSE ASSAULT-3RD OR SUBSECTOREENSE	705	-	0	-	0	0	0	0	0	0	0	0	0	
Driving While License Barred	13A	<del>.</del> ·	-	0	0	0	0	0	0	0	0	ı	0	
Forgery	706 200	<del>.</del>	0	_	0	0	0	0	0	0	0			_
Harassment	062	<del>.</del>	0	_	0	0	0	0	0	0	0	C		
Hit & Run	206	<del>.</del>	0	-	0	0	0	0	0	0	0			_
Interference w/official acts	1	- 1	-	0	0	0	0	0	0	0	0 0			ı
Possession of controlled Substance	305	ო	o .	7	0		0	0	0	0	0 0	0		
Possession of Drug Paraphenalia	35A	γ ,	7	0	0	0	0	0	0	0	0 0	0	0	
Public Intoxication (1st)	308		<b>-</b>	0	0	0	0	0	0	0	0 0	0	0	
Sex Abuse 2nd Degree	90E		0	0	0	-	0	0	0	0	0 0	0	0	
Stalking	11D		-	0	0	0	0	0	0	0	0 0	0	0	
THEFT 2ND DEGREE \$1,000-\$10.000	13C	0	0	0	0	0	0	0	0	0	0	0	0	
THEFT 3RD DEGREE \$500-\$1,000	230	21 -	0	<u>-</u>	<del>-</del> .	0	0	0	0	0	0 0	0	0	
THEFT 3RD DEGREE \$500-\$1,000	730	-	-	0	0	0	0	0	0	0	0 0	0	0	
THEFT 4TH DEGREE \$200-\$500	235	· ·	0	0	_	0	0	0	0	0	0	0	0	
THEFT 4TH DEGREE \$200-\$500	73A	<b>.</b> .	0	_	0	0	0	0	0	0	0 0	0	0	
THEFT 4TH DEGREE \$200-\$500	73-11 13-11		0	-	0	0	0	0	0	0	0 0	0	0	
THEFT 5TH DEGREE VALUE \$1-\$200 SIMPLE MISDEMEANOR	73H		0 0	0	-	0	0	0	0	0	0	0	0	
		=	N	20	2	_	0	0	0	0	0	0	0	

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90Z Anamosa Police Department	1 57	- 5	0 23	0 6	, O @	0 0	0 0	0 0	0 0	0	1 0 0 0 0 0 0 0 0 0 15 22 9 6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	0
				1	•	•	>	>	0	0	7	2	_
Grand Totals:	22	15	22	6	9	0	0	0	C	-	6	c	-

VIOLATION OF NO CONTACT/PROTECTIVE ORDER

### **ACCIDENTS BY DATE**

	Dates/Times	Day of Week	City	Road	Intersecting Road	Total Killed	Total Injured	Investigating Agency	Investigating Officer
Notified Off. Arrived Off. Cleared	01/19/2017 0525 01/19/2017 0527	-	ANAMOSA	E 1ST ST AND S SCOTT ST					KELCHEN, MITCH
Notified Off. Arrived Off. Cleared	01/30/2017 1332 01/30/2017 1334	•	ANAMOSA	E034/C O RD E- 34					Ford, Arny
Notified Off. Arrived Off. Cleared	02/03/2017 1513 02/03/2017 1523		ANAMOSA	BOOTH ST AND E 2ND ST					KELCHEN, MITCH
Notified Off. Arrived Off. Cleared	02/21/2017 1600 <sup></sup> 02/21/2017 1603 <sup></sup>	-	ANAMOSA	S DUBUQ UE ST AND 3RD ST				***************************************	Macke, Matt
Notified Off. Arrived Off. Cleared	02/13/2017 1214 A	-	ANAMOSA	W MAIN ST AND N GARNA VILLO ST AND S GARNA VILLO ST					BELL, KEITH M.
Notified Off. Arrived Off. Cleared	02/20/2017 1158 N 02/20/2017 1217 M	•	ANAMOSA	CHAMB ER DR					RICKELS, JAMES
Notified Off. Arrived Off. Cleared	02/20/2017 1849 M 02/20/2017 1850 M		ANAMOSA	U\$ 151 (MM: 55)					BROKAW, NICK
lotified off. Arrived off. Cleared	02/22/2017 0812 W 02/22/2017 0812 W	_	ANAMOSA	E 1ST ST AND S DUBUQ UE ST					RICKELS, JAMES
otified ff. Arrived ff. Cleared	03/06/2017 0723 Mc 03/06/2017 0725 Mc	_	ANAMOSA	N GARNA VILLO ST					RICKELS, JAMES

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Notified Off. Arrived	03/13/2017 1500 Monday 03/13/2017 1506 Monday	ANAMOSA	STATE 64/IOWA 64	Simonson, Robert
Off. Cleared			·	
Notified	03/17/2017 1641 Friday	ANAMOSA	HIGH	VELCUEN
Off. Arrived	03/17/2017 1643 Friday		ST	KELCHEN, MITCH
Off. Cleared				
Notified	03/17/2017 2025 Friday	ANAMOSA	US 151	BELL, KEITH
Off. Arrived	03/17/2017 2035 Friday			M.
Off. Cleared				
Notified	03/27/2017 1930 Monday	ANAMOSA	US 151	Simonson,
Off. Arrived	03/27/2017 1945 Monday			Robert
Off. Cleared				

# Citation Statistics By Month

DATE RANGE: 1/1/2017 to 12/31/2017 AGENCY: All Agencies

	100
	Janar
	Jacile
	Sea P.
	Anamo
-	4

Citation lype	Total	Jan	Feb Mar		Apr	Apr May Jun	Jun	귤	Aug Sep Oct Nov Dec	Sep	50	No No	Dec
	260	9	79	83	7	0	0	0	0	0	0	-	6
Anamosa Police Department	t 260	9	62	83	7	0	0	0	0	0	0	0	. 0
Grand Totals:	260	91 79	2	83	7	0	0	0	0	0	0	0	C

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