

**MONDAY  
--APRIL 23, 2018 --**

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

**AGENDA - AMENDED**

**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 6:00 P.M. ON MONDAY THE 23<sup>rd</sup> DAY OF APRIL, 2018 TO CONSIDER THE MATTERS ENUMERATED IN THE AGENDA BELOW:**

- 1.0) ROLL CALL**
- 2.0) PLEDGE OF ALLEGIANCE**
- 3.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:**
  - 3.1) April 2, 2018 – Special Council Meeting**
  - 3.2) April 9, 2018 – Regular Council Meeting**
  - 3.3) April 10, 2018 – Special Council Meeting**
  - 3.4) April 11, 2018 – Special Council Meeting**
- 4.0) PUBLIC HEARINGS: NONE**
- 5.0) PRESENTATION(S):**
  - 5.1) MRS. LORAS LYONS – REGARDING NEW PROBLEMS ON CHAMBER DRIVE.**
  - 5.2) FRANK WOOD – OLIN TELEPHONE COMPANY INTERNET OPTION.**
  - 5.3) DOUG & KC WORTMAN – COMMUNITY CATALYST GRANT FOR DOWNTOWN BUILDING.**
- 6.0) PROCLAMATIONS: NONE**

***COUNCIL ACTION ITEMS***

- 7.0) COMMUNITY BETTERMENT:**
  - 7.1) DISCUSSION AND POSSIBLE ACTION ON RE-SETTING THE DATE OF THE MAY 29, 2018 REGULAR COUNCIL MEETING DUE TO THE MEMORIAL DAY HOLIDAY.**
  - 7.2) DISCUSSION AND POSSIBLE ACTION ON REQUEST FOR WAIVER OF SUBDIVISION PLATTING REQUIREMENTS FOR HUNTER'S CROSSING BY CASPERS CONSTRUCTION.**
  - 7.3) DISCUSSION AND POSSIBLE ACTION ON EMAIL HOSTING SOLUTIONS.**
  - 7.4) DISCUSSION AND POSSIBLE ACTION ON REVIEW OF EMERGENCY SIREN LOCATIONS.**
  - 7.5) DISCUSSION AND POSSIBLE ACTION ON POTENTIAL LOCATION OF AMERICAN GOTHIC STATUE AND PROJECT UPDATE.**
  - 7.6) DISCUSSION AND POSSIBLE ACTION ON COMMUNITY CATALYST GRANT.**

**8.0) PUBLIC SAFETY:**

- 8.1) MOTION TO APPROVE THE RENEWAL OF BEER AND LIQUOR LICENSES: NONE.
- 8.2) DISCUSSION AND POSSIBLE ACTION ON **SECOND READING OF ORDINANCE** PRESCRIBING CIVIL PENALTIES FOR FAILURE TO LICENSE DOGS. **ROLL VOTE. POSSIBLE WAIVER OF THIRD READING. ROLL VOTE.**
- 8.3) DISCUSSION AND POSSIBLE ACTION ON CIGARETTE/TOBACCO PERMIT FOR EXHALE VAPE SHOP.

**9.0) PUBLIC WORKS: NONE**

**10.0) FINANCE:**

- 10.1) DISCUSSION AND POSSIBLE ACTION ON CHANGE ORDER NO. 1 FOR THE WATER TREATMENT PLANT EXPANSION PROJECT REDUCING THE TOTAL PROJECT COST BY \$24,089.00 WITH CALACCI CONSTRUCTION.
- 10.2) DISCUSSION AND POSSIBLE ACTION APPROVING PAY REQUEST NO. 6 TO CALACCI CONSTRUCTION IN AMOUNT OF \$55,466.70 FOR WATER TREATMENT PLANT EXPANSION PROJECT.
- 10.3) DISCUSSION AND POSSIBLE ACTION APPROVING PAY REQUEST NO. 7 TO CALACCI CONSTRUCTION IN AMOUNT OF \$360,089.90 FOR WATER TREATMENT PLANT EXPANSION PROJECT.
- 10.4) DISCUSSION AND POSSIBLE ACTION APPROVING THE PAYMENT OF BILLS FOR THE MONTH OF APRIL, 2018.
- 10.5) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** SETTING THE DATE FOR THE PUBLIC HEARING AMENDING THE CURRENT CITY BUDGET FOR FISCAL YEAR 2017-18. **ROLL VOTE.**

**11.0) CITY ADMINISTRATORS REPORT:**

**12.0) MAYOR AND COUNCIL REPORTS:**

- 12.1) COUNCIL REPORTS ON BOARDS AND COMMISSIONS.
- 13.0) **PUBLIC WITH BUSINESS WITH THE COUNCIL ON ITEMS NOT ON THE AGENDA.**
- 14.0) **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.

  
\_\_\_\_\_  
Jacob Sheridan, City Administrator

## 4/2/18 Special Council Meeting

The City Council of the City of Anamosa met in Special Work Session this April 2, 2018 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay Smith, John Machart, Rod Smith, Cody Shaffer and Betty Weimer present. Absent: None. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator and Tammy Coons, City Clerk. Guests Present Addressing the Council: None. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Motion by Rod Smith, second by Shaffer to enter into closed session at 6:01 p.m. per Iowa State Code Section 21.5(i) – to evaluate the professional competency or an individual who's appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that person's reputation and that individual has requested a closed session. Roll Vote. All Ayes. Motion Carried.

Returned to open session at 7:55 p.m.

### **Adjournment**

Motion by Kay Smith, second by Shaffer to adjourn at 7:55 p.m. All Ayes. Motion Carried.

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Dale Barnes, Mayor

ATTEST:

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Tammy Coons, City Clerk

The City Council of the City of Anamosa met in Regular Session this April 9, 2018 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay Smith, John Machart, Rod Smith, Cody Shaffer and Betty Weimer present. Absent: None. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator; Penny K. Lode, Deputy City Clerk; Dan Smith, Wastewater Superintendent; Gregg Carpenter, Street Superintendent; Jim Henson, Water Superintendent; Tyler Laing, Parks & Rec Director; Travis McNally, Police Sergeant; and Rebecca Vernon, Library Director. Guests Present Addressing the Council: John Ely, 301 N Davis St.; Kelly Day, 110 W. Walnut St.; Tom Durgin, Fish House Rd.; Nancy Shaffer, 803 N Division Ct.; Bill Carlson, 304 S. Booth St.; Doug Edel, 204 E Walnut St.; Cassie Strube, Chamber of Commerce; Kyle McDonald, Chamber of Commerce. 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 Crump, second by Shaffer to approve the minutes from the March 26, 2018 Regular Council meeting. All Ayes. Motion Carried.

### **Presentations**

John Ely, 301 N Davis Street addressed the Council regarding dog licensing in Anamosa. He compared licenses issued in previous years and voiced concern that the licenses were not being enforced, or being enforced selectively. He believes they need to be enforced and right away. He feels the fine for having an unregistered dog without proof of vaccinations should be \$500 as it is a public health matter. The second offense should be take the dog out of the City or \$750 fine. The cost to license shouldn't be excessive. He suggested an incentive for chipped dogs, perhaps reduction in fee. He also suggested using a database software to make the information more accessible to the Police Dept. and City Hall, and possibly Sheriff Department.

### **COMMUNITY BETTERMENT:**

#### **Cemetery Rules and Procedures**

Sheridan addressed the Council and discussed examples of regulations from other cemeteries stating that it had been discussed in the past and would like to know the desire of the Council as to any changes or updates to the current cemetery regulations. Discussion followed regarding notification to public when items will be removed and items that will be permissible. Sheridan was directed to draft an amendment to the current ordinance for the next council meeting.

#### **Better Together Block Party**

Sheridan addressed the Council stating he had been approached regarding the City sponsoring a block party as a way to promote positive interaction with the City staff. The ideas that have been discussed are having it on Ford Street in front of City Hall and the departments bring a truck or piece of equipment to model what their department does for the City. There will be food and music.

Sheridan stated there would be some items that would need to be purchased but most things would be donated. Discussion followed.

#### **American Gothic Statue**

Sheridan stated that this is kind of a fast moving item that he would like Council direction on. To get the statue moved to Anamosa it will take a \$5,000 commitment down of the total cost of \$20,000. Sheridan believes it will be a good fit for the community and wants the Council's thoughts on contributing to the cost. Discussion followed.

Motion by Weimer, second by K. Smith to contribute \$5,000 to the project. All ayes. Motion carried.

**Walworth Ave. Sidewalk**

Sheridan addressed the Council stating that this issue has been brought up in the past but it needs to be addressed again. Sheridan stated this sidewalk falls under the same guidelines as any other sidewalk in the City, and it is the adjoining property owner's responsibility to repair and maintain. Discussion followed. Sheridan was directed by the Council to meet with the School Superintendent.

**PUBLIC SAFETY:**

**Beer and Liquor Licenses**

None

**Implementation of Fines for Failure to License Dogs in the City of Anamosa**

Motion by Shaffer, second by Weimer to approve the **First Reading of Ordinance** setting fines for failure to license dogs with the City of Anamosa with the addition of statement "A citation for an enhanced violation of this section shall not be filed prior to final adjudication of the preceding citation".

Nancy Shaffer, 803 N. Division asked for clarification of the ordinance and if the offenses are counted on a fiscal year basis or the life of the dog. Sheridan explained the offenses are per dog, not four offenses per year.

John Ely addressed the Council stating that all dogs need to have a rabies shot and be licensed. Bill Carlson, 304 S. Booth St., addressed the Council stating that a dog has to be a certain age before they can get a rabies shot, can they still be licensed. McNally stated the ordinance requires rabies at four months and does accommodate for age of dog. Tom Durgin, Fish House Rd, owns property in Anamosa and asked if dogs visiting the City from out of town would be required to be licensed. It was stated that they would not be required to license with the City as long as they had proof of rabies vaccination. Durgin asked if there are fines for people allowing their dogs to defecate on other peoples' property. The Council will look into if there is a current ordinance to address the issue, if not they will look into adopting one. Kelly Day, 110 W. Walnut St, asked if there is a time frame to get your dog licensed. McNally stated the owner has three days to get a dog licensed. Sheridan stated that there is a two month window when it comes to renewing the license, but it must be obtained within three days of ownership.

Roll vote. All Ayes. Motion carried.

**Noise/Street Closure Permit – Anamosa Chamber of Commerce**

Motion by Shaffer, second by K. Smith to approve the permit as submitted.

Doug Edel, 204 E Walnut, representing the committee organizing the event addressed the Council, as well Cassie Strube with the Chamber; Kylie McDonald, Chamber Vice President and Chuck Bildstein, Chamber member and discussed their plans for the event. Discussion followed. The City will work with the committee to get the signs and barricades put up. The committee will be responsible for the fencing. Sheridan proposed that the Council look at the fee charged for the street closure permit and perhaps increase the fee for events such as this to cover or offset the cost to the City.

All ayes. Motion carried.

**PUBLIC WORKS: NONE**

**FINANCE:**

**Hiring and Setting Salaries of Seasonal Part-Time Employees for Aqua Court and Parks Maintenance**

Motion by Crump, second by Shaffer to approve **Resolution 2018-13** approving the hiring and setting salaries of seasonal part-time employees for the Anamosa aqua court and the parks maintenance department for the upcoming season. No discussion. Roll vote. All ayes. Motion carried.

**CITY ADMINISTRATOR'S REPORT:**

Jacob reported the following: 1) Received 42 very strong applicants for the Police Chief position, nine of which will be interviewed this week. 2) He is working on review of the emergency sirens and locations, 3) He is still gathering information on email hosting solutions, 4) He was approached by a new property owner about a voluntary annexation, and he is gathering information on that possibility.

**MAYOR AND COUNCIL:**

Machart stated that the Landfill will be switching to LED bulbs to save money. Nothing to report from Emergency Management (911).

Crump had nothing to report from the Tourism meeting, just election of officers.

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

Tom Durgin asked about bicycle licensing for out of town residents who bring their bike into town. It was determined that it would need to be licensed. He also believes that dogs should be allowed in the cemetery as it is already a mine field from the geese.

**Adjournment**

Motion by Rod Smith, second by Machart to adjourn at 7:39 p.m. All Ayes. Motion Carried.

\_\_\_\_\_  
Dale Barnes, Mayor

ATTEST:

\_\_\_\_\_  
Penny K. Lode, Deputy City Clerk

## 4/10/18 Special Council Meeting

The City Council of the City of Anamosa met in Special Work Session this April 10, 2018 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay Smith, John Machart, Rod Smith, Cody Shaffer and Betty Weimer present. Absent: None. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator and Tammy Coons, City Clerk. Guests Present Addressing the Council: None. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Motion by Kay Smith, second by Shaffer to enter into closed session at 6:00 p.m. per Iowa State Code Section 21.5(i) – to evaluate the professional competency or an individual who's appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that person's reputation and that individual has requested a closed session. (Initial candidate interviews for Police Chief position.) Roll Vote. All Ayes. Motion Carried.

Returned to open session at 9:39 p.m.

### **Adjournment**

Motion by Crump, second by Machart to adjourn at 9:39 p.m. All Ayes. Motion Carried.

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Dale Barnes, Mayor

ATTEST:

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Tammy Coons, City Clerk

## 4/11/18 Special Council Meeting

The City Council of the City of Anamosa met in Special Work Session this April 11, 2018 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay Smith, John Machart, Rod Smith, Cody Shaffer and Betty Weimer present. Absent: None. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator and Tammy Coons, City Clerk. Guests Present Addressing the Council: None. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Motion by Shaffer, second by Crump to enter into closed session at 6:00 p.m. per Iowa State Code Section 21.5(i) – to evaluate the professional competency or an individual who's appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that person's reputation and that individual has requested a closed session. (Initial candidate interviews for Police Chief position.) Roll Vote. All Ayes. Motion Carried.

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Returned to open session at 8:59 p.m.

### **Adjournment**

Motion by Weimer, second by Shaffer to adjourn at 9:00 p.m. All Ayes. Motion Carried.

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Dale Barnes, Mayor

ATTEST:

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Tammy Coons, City Clerk



April 11, 2018

Gnamosa City Council  
City Hall  
Gnamosa, Iowa 52205

To The Gnamosa City Council:

I would like to be placed on the Monday night,  
April 23rd, 2017, City Council meeting  
agenda. I will be presenting new  
material on the problems of Chamber  
Drine.

Respectfully submitted,

Mrs. Lois Lyons  
423 Chamber Dr.

Gnamosa, Iowa 52205

## Jacob Sheridan

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**From:** Frank Wood <olintel@netins.net>  
**Sent:** Wednesday, April 18, 2018 11:36 AM  
**To:** anamosaca@mchsi.com  
**Subject:** Olin franchise for Anamosa

Hi Jacob,

This is Frank with Olin Telephone. We would like to be on the agenda for April 23, 2018 to discuss bringing a new internet option to the city of Anamosa.

Please let me know if you need any more information from me.

Thanks

Frank Wood  
General Manager  
Olin Telephone Company  
1-319-484-2200

## Jacob Sheridan

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**From:** Wortman, Doug <doug.wortman@orbiscorporation.com>  
**Sent:** Wednesday, April 18, 2018 4:11 PM  
**To:** Jacob Sheridan; Kc  
**Subject:** RE: meeting schedule?

Jacob, This is the formal request for the 23rd. If we can be later in the agenda it would help me.

I will be leaving Gary Indiana about 2:30 and would put me in Anamosa around 6:30 or 7. Would that work? If not, KC can cover.

Do you think any handouts, or ? would help ahead of time?

Regarding the thoughts around City Match, I can always come up with creative thoughts (just might not be good ones) around non cash matches:

1. No water billing during the construction phase (Jul-2018 through Dec 2019) for the Gallery water meter. Say this is worth \$40/month = \$720 for the Gallery.
2. No water billing during the construction phase of the 2<sup>nd</sup> story (all of 2019). Added meter for 2<sup>nd</sup> story (3 total for the building) with No cost for 2019. If \$40 each/mo. X 2 = \$960.
3. No water billing for all 3 meters for 2020. Assuming full use and \$75 each per month: \$2700
4. Full tax Abatement (May need Tammy Coons help to determine what this might be annually) for 5 years and then graduated increases to max. at year 10. Value ?
5. Repair the alley (not an issue directly behind us, but a big issue behind the other buildings to the East of us. Pot hole repair and add a lift. \$20K? (some portion to the Gallery)
6. Purchase the 3 acres of land off 151 Behind the National Motor Cycle museum (Delancey Elect has for sale, was \$199K, now \$150K) for \$125K, and 'give it' to Maq. Valley REC for exchange of the fenced in area they have South of the Lumberyard.
  - a. Turn that into a nice City Parking lot. Total cost \$200K Assign 10% to the Gallery or \$20K.
  - b. You will have Most of the folks in the City happy.

Wait to hear from you. Thank you Jacob!

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**From:** Jacob Sheridan [mailto:anamosaca@mchsi.com]  
**Sent:** Wednesday, April 18, 2018 1:43 PM  
**To:** Wortman, Doug  
**Subject:** RE: meeting schedule?

Doug,

The next meeting is April 23<sup>rd</sup> at 6pm. Jim and I did discuss the creative options regarding the match requirement. It would be helpful if you had ideas how the City might best provide the match. Please send me a request to speak for our documentation. If you want to discuss more details later this week, I will try to make time.

Regards,  
Jacob Sheridan

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**From:** Wortman, Doug [mailto:doug.wortman@orbiscorporation.com]  
**Sent:** Wednesday, April 18, 2018 12:23 PM

**To:** Honorable Mayor and City Council  
**From:** Penny K. Lode, Secretary – Planning and Zoning Commission  
**Date:** 04/18/2018  
**Re:** Waiver to Platting Requirements

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**Planning & Zoning Recommendations**

**Waiver to Platting Requirements – Hunter's Crossing**

The Planning and Zoning Commission met on Tuesday, April 17, 2018 to review a request by Randy Caspers to waive the City's platting requirements for Hunter's Crossing subdivision located within two miles of the corporate boundary.

The Planning & Zoning Commission recommends the City Council approve a waiver to the platting requirements.

# Caspers Construction

20901 131<sup>st</sup> street

Anamosa, Iowa 52205

319-480-1225

Request for City Waiver for Hunter's Crossing rural subdivision.

Reasons for waiver are as follows:

Distance of 1.5 to 2 miles from City to proposed subdivision.

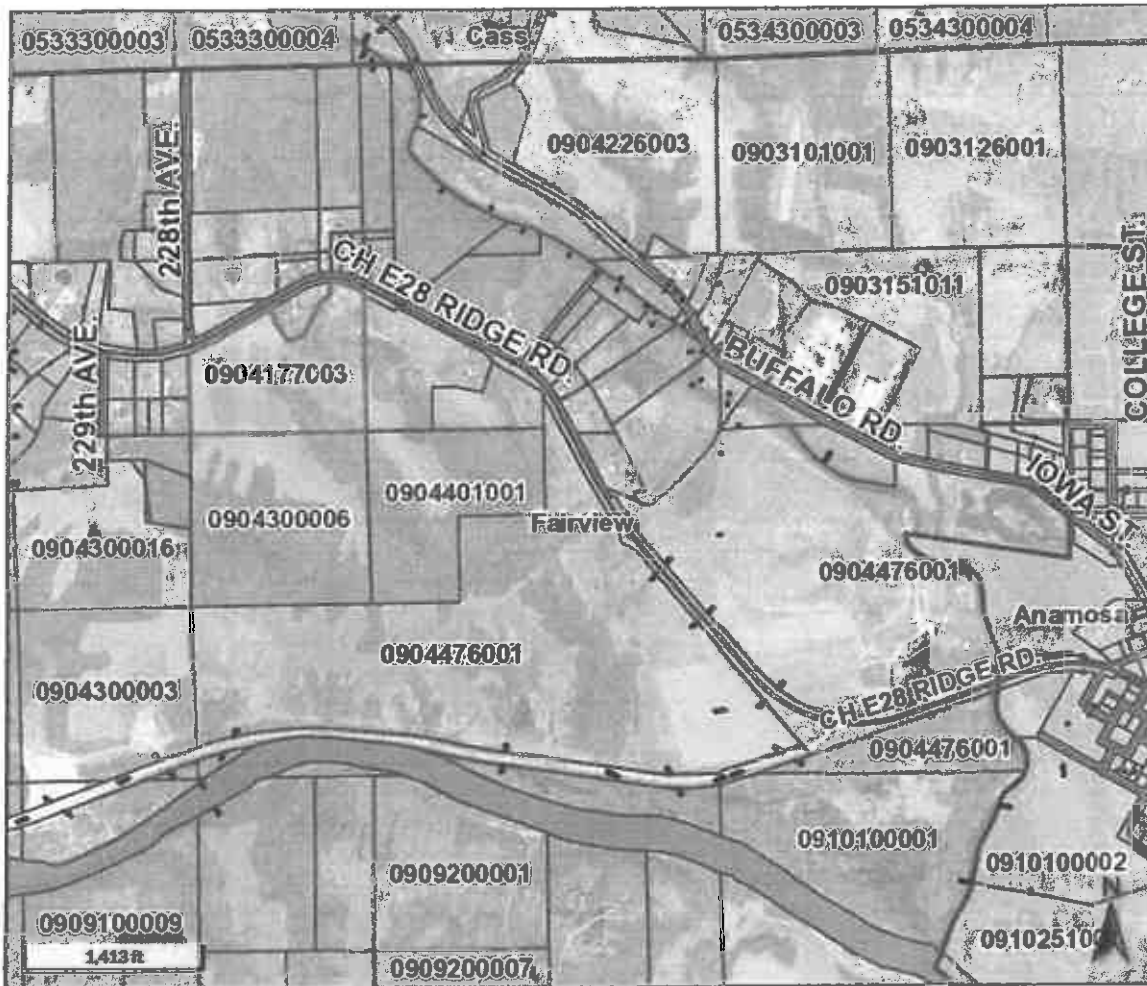
Lot sizes of up to 12 acres, four of which are 10 acre wooded lots that cannot be developed, lay between Subdivision and the City.

Land tracts between proposed Subdivision and City limits are large tracts of hilly ground with minimal to none developing possibilities.

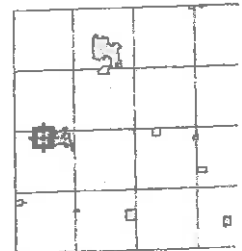
The Buffalo Creek with a large flood area on each side of creek lays between Subdivision and City Limits.

Thank you for your consideration

Randy Caspers Date 3-21-19  
Randy and Rosann Caspers



**Overview**



**Legend**

- ☐ Corporate Limits
- ☐ Political Township
- ☐ Parcels
- ☐ Cartography
- ☐ Major Roads
- ☐ Road Centerline

<b>Parcel ID</b>	0904177003	<b>Alternate ID</b>	048300	<b>Owner Address</b>	ORTGIES, VERAM ET AL LFEST ORTGIES, VERAM
<b>Sec/Twp/Rng</b>	04-84-04	<b>Class</b>	A		13113 CO RD X31
<b>Property Address</b>		<b>Acreage</b>	24.74		ANAMOSA IA 52205
<b>District</b>	FAVAN				
<b>Brief Tax Description</b>	04 84 04 S 3/4 SE NW EXC PARCEL 2016-87 (Note: Not to be used on legal documents)				

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

Date created: 3/21/2018  
Last Data Uploaded: 3/20/2018 5:45:29 PM

## 2018 City of Anamosa Email Hosting Solutions

Cost Type	ITS	Iowa Solutions	Google	Server
Installation	\$300 (basic training)	\$3,287.50 (includes email migration, basic training, & travel)	Quick Start Option: \$5,000 Complete Setup Training & Webinars	
Annual Email (35 users)	\$3,255	\$2,100	Business: \$4,200 Enterprise: \$10,500	
Spam Filtering	Standard Spam Filtering Included	\$420 Barracuda Inbound	Standard Spam Filtering Included	
Customer Support	\$100/hour	\$125/hour	24/7/365 Support Included	
Archiving	Standard File Retention (Based on usage)	\$1,260 (6 – Year retention)	Included (Unlimited retention and storage)	
Total Initial Cost	\$300	\$3,287.50	\$5,000 (Optional)	
Total Annual Cost	\$3,255 (No Support)	\$3,780 (No Support)	\$4,200	



# IOWA

# SOLUTIONS

Professional Technology Support Services

**Proposal For:**

Jacob Sheridan  
City Of Anamosa  
107 S. Ford St  
Anamosa IA 52205

**Prepared By:**

Lauren Sharon  
Iowa Solutions, Inc.  
1045 Sherman Rd  
Hiawatha, IA 52233

## Exchange E-Mail Hosting

Prepared Friday, March 23, 2018

**One Time Items****1 Overview**

Switch from multiple e-mail platforms to a single locally hosted Exchange system.

*Iowa Solutions which is based in Cedar Rapids, IA but also maintains two data centers one in Des Moines, IA and Chicago, IL. These geographically diverse locations provide a stable and redundant e-mail platform.*

Price	Qty	Extended
\$0.00	1	\$0.00

**2 Time & Materials**

Contact via telephone or e-mail seven (7) days per week, twenty-four (24) hours per day.

Normal customer service hours (7am - 6pm CST), telephone access is directed via Iowa Solutions Inc customer service. Outside normal customer service hours, telephone access is directed to a queue for call back.

*Service calls made during normal business hours will be billed on an hourly basis at a rate of \$125/hr. Calls made outside of those hours will be billed at a rate of time and a half. Requests that require us to come onsite have a flat \$25 travel charge.*

\$0.00	1	\$0.00
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**3 System Setup & Configuration**

- Document domains and systems utilized
- Come up with exact switchover plan
- Schedule switchover days
- Migrate DNS and Domain names if applicable
- Switchover copier (scan to e-mail) if applicable.

\$1,000.00	1	\$1,000.00
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**4 Switchover Costs**

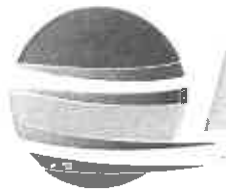
Demonstrate webmail to users  
Re-Configure Outlook if utilized  
Import any existing PSTs into Exchange.  
Provide instructions to setup smart-phones.  
*Approximately 1/2hr per User.*

\$62.50	35	\$2,187.50
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**5 Local Travel Charge**

\$25.00	4	\$100.00
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# IOWA

# SOLUTIONS

Professional Technology Support Services

**Proposal For:**

Jacob Sheridan  
City Of Anamosa  
107 S. Ford St  
Anamosa IA 52205

**Prepared By:**

Lauren Sharon  
Iowa Solutions, Inc.  
1045 Sherman Rd  
Hiawatha, IA 52233

## Exchange E-Mail Hosting

Prepared Friday, March 23, 2018

### One Time Items

**1 Overview**

**Price Qty Extended**  
\$0.00 1 \$0.00

Switch from multiple e-mail platforms to a single locally hosted Exchange system.

*Iowa Solutions which is based in Cedar Rapids, IA but also maintains two data centers one in Des Moines, IA and Chicago, IL. These geographically diverse locations provide a stable and redundant e-mail platform.*

**2 Time & Materials**

\$0.00 1 \$0.00

Contact via telephone or e-mail seven (7) days per week, twenty-four (24) hours per day.

Normal customer service hours (7am - 6pm CST), telephone access is directed via Iowa Solutions Inc customer service. Outside normal customer service hours, telephone access is directed to a queue for call back.

*Service calls made during normal business hours will be billed on an hourly basis at a rate of \$125/hr. Calls made outside of those hours will be billed at a rate of time and a half. Requests that require us to come onsite have a flat \$25 travel charge.*

**3 System Setup & Configuration**

\$1,000.00 1 \$1,000.00

- Document domains and systems utilized
- Come up with exact switchover plan
- Schedule switchover days
- Migrate DNS and Domain names if applicable
- Switchover copier (scan to e-mail) if applicable.

**4 Switchover Costs**

\$62.50 35 \$2,187.50

Demonstrate webmail to users  
Re-Configure Outlook if utilized  
Import any existing PST's into Exchange.  
Provide instructions to setup smart-phones.  
*Approximately 1/2hr per User.*

**5 Local Travel Charge**

\$25.00 4 \$100.00

## Recurring Items

<b>6 Exchange Hosting</b>	\$5.00	35	\$175.00
A business grade email system that is fully supported and hosted by Iowa Solutions. This service includes Barracuda spam and virus filtering.			
<ul style="list-style-type: none"><li>- Global Address Books</li><li>- Shared Calendars</li><li>- Improved SYNC capabilities</li></ul>			
\$5 per account			
Purchaseable in 5-packs.			
<b>7 Barracuda Inbound</b>	\$35.00	1	\$35.00
Scans email and incoming files using three layers of powerful virus scanning technology. Provides the most up-to-date protection against the latest email-borne threats.			
\$1 per account			
Purchaseable in 5-packs.			
<b>8 Exchange Archiving</b>	\$105.00	0	\$0.00
Every corporate e-mail sent or received from your organization is automatically written to a separate database location thus ensuring that users can not delete or loose critical e-mail. All e-mail is retained for the standard 6YR Hipaa retention policy.			
This archive DATA is meant as a reference perspective and not for mission critical document/correspondence retrieval and thus does not replace a backup solution.			
\$3 per account			
Quoted amount is for 35 Users			
Purchaseable in 5-packs			
*Service would start from Today. No historical.			
**Highly recommended service for City/State organizations.			
Optional item - not included in quote total.			

**One Time Items: \$3,287.50**

**Recurring Items: \$210.00**

Sales Tax: \$0.00

**Total: \$3,497.50**

**Acceptance:** Proposal valid for 30 days. To proceed, please call Lauren at 319-378-3778 Ext. 114, send an email to Lauren@IowaSolutions.com, or sign below and return. After Sunday, April 22, 2018, please contact us for updated pricing.

Acceptance Signature \_\_\_\_\_

Date \_\_\_\_\_



**Infrastructure Technology  
Solutions, LLC**  
22068 Business Hwy 151  
Monticello, IA 52310

**Quote**  
**No.: 10900**  
**Date: 3/22/2018**

Prepared for:  
Jacob Sheridan  
City of Anamosa  
107 S Ford St  
Anamosa, IA 52205 USA

Prepared by: Ryan Scheckel  
Account No.: 45  
Phone: (319) 462-6055

Quantity	Item ID	Description	UOM	Sell	Total
<b>SonicWall TZ300 Hardware with 3 Year License</b>					
1	01-SSC-1702	SonicWall TZ300 Total Secure-Advanced Edition	EA	\$1,104.74	\$1,104.74
1	01-SSC-1432	Advanced Gateway Security Suite Bundle for TZ300 Series- 3 Year Support	EA	\$1,253.98	\$1,253.98
<b>Purchase price</b>					<b>\$2,358.72</b>
<b>SonicWall Monthly Security As a Service.</b>					
<b>12 month commitment required. After 12 months, this becomes a monthly agreement.</b>					
<b>Service includes updates and hardware monitoring.</b>					
1	01-SSC-1691	SONICWALL TZ300 FWAAS TOTAL SECURE - ADVANCED EDITION AND GMS BUNDLE SUBSCRIPTION 1 MONTH, Including GMS Management	EA	\$112.00	\$112.00
<b>Security as a service - MONTHLY</b>					<b>\$112.00</b>
4.00	INSTALLESTIMATE	Installation ESTIMATE - Will be billed following completion	HR	\$100.00	\$400.00

**Your Price: \$2,870.72**

**Total: \$2,870.72**

Prices are firm until 4/5/2018      Terms: Net 15

**Prepared by:** Ryan Scheckel, ryan@infrastructuretech.net

**Date:** 3/22/2018

Unless quoted here, shipping/handling and installation may be an additional charge. All sales are subject to the terms of the ITS Master Service Agreement. By signing below, you are agreeing to these terms. This document is located at <http://www.iowadatecenters.com/ITSMasterServiceAgreement.pdf>

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

Please fax signed quote to 319-465-4659 or email to sales@infrastructuretech.net so that your order can be placed. Thank you for your business.



**Infrastructure Technology  
Solutions, LLC**  
22068 Business Hwy 151  
Monticello, IA 52310

**Quote**  
**No.:** 10901  
**Date:** 3/22/2018

Prepared for:  
Jacob Sheridan  
City of Anamosa  
107 S Ford St  
Anamosa, IA 52205 USA

Prepared by: Ryan Scheckel  
Account No.: 45  
Phone: (319) 462-6055

Quantity	Item ID	Description	UOM	Sell	Total
35	exchuser-no	Hosted Exchange Mailbox - Estimated 35 Mailboxes - MONTHLY	EA	\$7.75	\$271.25
3.00	INSTALLESTIMATE	Installation ESTIMATE - Will bill following completion	HR	\$100.00	\$300.00

**Administrator could gain access to emails through exchange.**

**Your Price:** \$571.25  
**Total:** \$571.25

Prices are firm until 4/5/2018      Terms: Net 15

**Prepared by:** Ryan Scheckel, ryan@infrastructuretech.net

**Date:** 3/22/2018

Unless quoted here, shipping/handling and installation may be an additional charge. All sales are subject to the terms of the ITS Master Service Agreement. By signing below, you are agreeing to these terms. This document is located at <http://www.iowadatacenters.com/ITSMasterServiceAgreement.pdf>

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

Please fax signed quote to 319-465-4659 or email to sales@infrastructuretech.net so that your order can be placed. Thank you for your business.

Donor	Amount	Received?
City of Anamosa	\$5,000.00	
Grant Wood Art	\$1,000	
Black Hills	\$500	
MVEC	\$400	
Chamber	\$3,000	
Go Fund Me	\$770	
Alliant		
Cecelia Hatcher/ Antiques of Anamosa	\$50.00	
Deloris Rickels	\$100	
Grant Wood Loop/ request Will know by end of month		\$3,000
Jo.Co. Tourism-req		
Art Auction Fundraiser June 9th		
Alliant-request sent		
General Store- req. made		
Total	\$10,820.00	

## SCULPTURE LOAN AGREEMENT FOR SEWARD JOHNSON WORK(S)

This Agreement is made this 12<sup>th</sup> day of April 2018 ("Effective Date") by The Seward Johnson Atelier, Inc. ("TSJA"), a nonprofit corporation organized under the laws of the State of New Jersey, with a place of business at 14 Fairgrounds Road, Hamilton, New Jersey 08619, and the City of Anamosa, Iowa ("Exhibitor"), with a place of business at 107 South Ford Street, Anamosa, IA 52205 (TSJA and Exhibitor shall each be referred to herein as a "Party" or, collectively, as the "Parties").

WHEREAS, TSJA is a nonprofit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose mission is to: promote public appreciation and knowledge of art and public placement and view of sculpture; support and lend art to businesses, individuals, charitable organizations, and government entities for public exhibition; and build and revitalize communities through the public placement of art; and

WHEREAS, TSJA owns certain works of art created by Seward Johnson for the purposes of public exhibition, display, loan, sale and donation in furtherance of its charitable and educational purposes; and

WHEREAS, TSJA desires to loan certain sculptural work(s) of art to Exhibitor for the purposes of public display and education in accordance with the terms of this Agreement; and

WHEREAS, Exhibitor wishes to publicly display certain sculpture(s) received from TSJA for charitable purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### **TERMS AND AGREEMENT**

#### **1. Definitions.**

(a) Loaned Sculpture(s). The term "Loaned Sculpture(s)" shall mean sculpture(s) owned by TSJA created by Seward Johnson, loaned to Exhibitor in accordance with the terms of this Agreement and listed in Exhibit A, including, if any, related frames, pedestals, bases, installation structures, background material crating, packaging and/or any other item supplied by TSJA in connection with any Loaned Sculpture(s).

(b) Loan Period. The term "Loan Period" will mean the period from the date on which Exhibitor receives the Loaned Sculpture(s) listed in Exhibit A, until the date that the Exhibitor

makes the Loaned Sculpture(s) available for return to Foundation in accordance with the terms of Section 15(a) herein.

(c) Exhibit Site. The term “Exhibit Site” shall mean the following location: to be determined.

(d) Exhibition Period. The term “Exhibition Period” shall mean Exhibitor’s planned exhibition at the Exhibit Site, presently scheduled to commence on June 12, 2018 and conclude on April 1, 2019.

## **2. Term.**

The term of this Agreement shall be from the Effective Date until sixty (60) days after the Loaned Sculpture(s) are returned to TSJA, or the termination of this Agreement in accordance with the terms of Section 18 herein, whichever is less.

## **3. Purpose of Loan.**

(a) Exhibition. Exhibitor agrees to use and display the Loaned Sculpture(s) in furtherance of TSJA’s charitable purpose and in accordance with the terms of this Agreement.

(b) Public Display. Exhibitor hereby represents that the Loaned Sculpture(s) will be on continuous public display during the Exhibition Period at venues or spaces including, but not limited to the Exhibit Site, that are customarily open and accessible to the public for a minimum period of thirty (30) hours each week.

(b) Admission of public. During the Exhibition Period, Exhibitor will admit the public to the Exhibit Site and any other site where the Loaned Sculpture(s) are displayed in accordance with the terms of this Agreement without discrimination or segregation on the basis of race, religious creed, skin color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, or sexual orientation.

## **4. Assignment.**

(a) Exhibitor. Exhibitor may not, at any time, assign or transfer to any party (i) its rights under this Agreement, (ii) possession of the Loaned Sculpture(s), or (iii) any interest in the Loaned Sculpture(s).

(b) Foundation. TSJA may assign all or any portion of its rights under this Agreement to any third party without prior written notice to Exhibitor.

## **5. Care and Safekeeping.**

(a) Standard of care. Exhibitor will at all times during the Loan Period (24-hour, seven day basis), handle and care for the Loaned Sculpture(s) in accordance with the highest standards for and best practices concerning the treatment and protection of artworks of a similar nature and

value adopted and/or used by major art institutions that regularly handle and care for art of the same nature and value as the Loaned Sculpture(s), taking into account the specific nature and value of the Loaned Sculpture(s), its/their materials, the fragility of the Loaned Sculpture(s) and the other unique properties of the Loaned Sculpture(s) as works of art. Exhibitor will check the condition of the Loaned Sculpture(s) a minimum of one (1) time per month for the duration of the Loan Period.

(b) Security. Exhibitor will protect the Loaned Sculpture(s) from fire, theft, acts of the public, vandalism, and mishandling, and otherwise provide a safe and secure environment in all respects during the Loan Period, including retrieval, custody, and immediate notification of TSJA in the event of an emergency.

(c) Installation. TSJA has the right to supervise and approve the installation of the Loaned Sculpture(s) at the Exhibit Site and the right to specify installation and removal requirements. Unless otherwise agreed upon by the Parties in a signed writing, TSJA will provide professional installation expertise, manpower, and equipment. Once installed, the Loaned Sculpture(s) may not be removed or moved in any manner without TSJA's prior written consent, except in an emergency (for example, fire).

(d) Siting / Withdrawal of Sculptures. Siting of any Loaned Sculpture(s) at the Exhibit Site shall be subject to TSJA's sole approval. The Loaned Sculpture(s) shall not be moved or relocated from its/their original installation sites at the Exhibit Site, including any re-siting of the Loaned Sculpture(s) to any location other than the Exhibit Site and/or withdrawal of the Loaned Sculpture(s) from public display, without TSJA's prior written consent, except in an emergency (for example, fire). All costs associated with moving, relocating, re-siting and/or withdrawal of any Loaned Sculpture(s) will be paid for by the Party that initiated the moving, relocating, re-siting and/or withdrawal. In the event Exhibitor requests the moving, relocating or re-siting of the Loaned Sculpture(s) or withdrawal of the Loaned Sculpture(s) from display, the Exhibitor shall pay the expenses of an experienced art handler/installer (selected by TSJA) ("Art Handler") to accompany the Loaned Sculpture(s) during such moving, relocating re-siting or withdrawal. Such expenses may include, without limitation, the Art Handler's hourly wages or fees and reasonable economy class travel, lodging, and meal costs.

(e) Handling. In every instance, Exhibitor warrants that the Loaned Sculpture(s) will be handled only by trained staff and/or recognized fine art handlers under competent supervision, and under conditions including but not limited to, security measures approved by TSJA. The Loaned Sculpture(s) must not be handled except as expressly permitted in this Agreement.

(f) Inspection. Within thirty (30) days after the execution of this Agreement, TSJA may inspect the Exhibit Site. If the Exhibit Site is not approved by TSJA, TSJA may terminate this Agreement without any liability to Exhibitor. At all times during the Loan Period and upon reasonable notice to Exhibitor, TSJA and/or its representatives will have the right to access, inspect, and view the Loaned Sculpture(s). If at any time during the Loan Period TSJA identifies any damage to the Loaned Sculpture(s), TSJA may, in its sole discretion, require immediate remedial measures, remove the damaged Loaned Sculpture(s) and/or terminate this Agreement under Section 18 hereunder without any liability or further obligation to Exhibitor.



(g) No waiver. TSJA's approval, review, or supervision of, or attendance at, Exhibitor's facilities, or of any packing, installation, removal, and/or other handling of the Loaned Sculpture(s), will not in any way make TSJA liable or responsible for any such activity or events, or waive or diminish any of Exhibitor's obligations and responsibilities under this Agreement or at law.

**6. Loan Fee.**

Exhibitor agrees to pay and TSJA agrees to accept a total loan fee in the amount of U.S. \$20,000 (twenty thousand dollars) for the loan of the Loaned Sculpture(s) pursuant to this Agreement (the "Loan Fee"). The Loan Fee shall be payable by Exhibitor according to the following schedule: \$5,000 (five thousand dollars) of the Loan Fee will be payable upon execution of the Agreement and \$3,000 (three thousand dollars) of the Loan Fee will be payable upon installation of the sculpture, currently scheduled for June 12, 2018. \$10,000 (ten thousand dollars) of the Loan fee will be payable by January 1, 2019 and \$2,000 (two thousand dollars) of the Loan Fee will be payable by March 1, 2019. No rights other than those set forth in this Agreement shall pass to Exhibitor upon payment of the Loan Fee to TSJA.

**7. Shipping and Installation.**

(a) Shipping. TSJA shall be fully responsible for properly and securely packing the Loaned Sculpture(s) for shipment and for paying all costs of packing, loading, and professional and secure roundtrip transportation of the Loaned Sculpture(s). TSJA will have the right to specify a carrier of its own choosing, or to approve a professional carrier and to specify packing and transportation requirements, which Exhibitor agrees to follow. In no event will Exhibitor appoint any provider of transportation or packing services or implement any transportation or packing measures for the Loaned Sculpture(s) without TSJA's prior written consent.

(b) Installation. TSJA will be responsible for all costs associated with installation of the Loaned Sculpture(s) at the Exhibitor's Exhibit Site. TSJA retains the right to require that Exhibitor pay the expenses of an Art Handler to accompany the Loaned Sculpture(s) while in transit, during installation and/or removal, packing and/or unpacking, and/or any other inspection or handling. Such expenses may include, without limitation, the Art Handler's hourly wages or fees and reasonable economy class travel, lodging, and meal costs.

**8. Storage.** All crate and packing materials used in transporting and packing the Loaned Sculpture(s) must be stored and preserved during the Loan Period by the Exhibitor. Any lost or damaged crate and/or packaging materials will be replaced at Exhibitor's expense.

**9. Conservation; Alteration.** Exhibitor agrees not to perform any invasive examination or inspection of the Loaned Sculpture(s), and not to conserve, repair, alter, modify, unmat, unframe, remat or reframe, remove or add any base or pedestal to, restore the Loaned Sculpture(s) or any part of the Loaned Sculpture(s), or otherwise disassemble any part of the Loaned Sculpture(s), or substitute or replace any glass or other cover, or consent to or permit any of the foregoing, without the express prior written consent of TSJA. Hanging or mounting devices existing on the

Loaned Sculpture(s) may not be removed or repositioned from the Loaned Sculpture(s), nor may any other devices be attached, without TSJA's prior written consent.

**10. Damage or Loss.**

(a) Report. Exhibitor must immediately report to TSJA by telephone (to be followed up in writing delivered within three (3) business days), any evidence of damage to or loss or deterioration of, or endangerment to, the Loaned Sculpture(s) during the Loan Period.

(b) Mitigation. Following any damage, loss, deterioration, or endangerment to the Loaned Sculpture(s), without limiting any other provision of this Agreement, Exhibitor must take and pay the cost of any reasonable actions TSJA may require to secure and protect the Loaned Sculpture(s) from further damage, loss, deterioration, or endangerment. Exhibitor (itself or its insurer) will be solely responsible for all costs of conservation necessitated by any damage, loss, deterioration, or endangerment that occurs during the Loan Period.

(c) Expenses. Exhibitor will be responsible for all expenses of Foundation representatives and/or employees incurred relating to any loss or damage to any Loaned Sculpture(s) occurring during the Loan Period while the Loaned Sculpture(s) are in Exhibitor's possession, including, but not limited to, reasonable business class travel, lodging, and meal costs.

**11. Insurance; Liability for Loss or Damage.**

(a) Insurance Requirements. Unless otherwise agreed upon by the Parties in a signed writing, Exhibitor agrees to: (1) insure the Loaned Sculpture(s) against "all risks" of physical loss or damage while on the Exhibit Site throughout the Loan Period as set forth in this Section 11; and (2) procure and maintain commercial general liability insurance in the aggregate amount of \$2,000,000 (two million dollars) insuring against any claims for damage or destruction of property, bodily injury, or death arising out delivery, storage, installation, maintenance, transportation, and/or exhibition of the Loaned Sculpture(s), whether at the Exhibit Site or otherwise. All insurance obtained by Exhibitor to insure the Loaned Sculpture(s) (the "Exhibitor Policies") must be acceptable to TSJA in form and content and must comply with all of the following requirements:

(i) Valuation. Exhibitor must insure the Loaned Sculpture(s) fully for the current market value(s), as such value(s) may change from time to time, but no less than the stated value(s) indicated on Exhibit A of this Agreement (the "Stated Value(s)"), each of which Exhibitor agrees represents a fair, reasonable, and accurate value for the associated Loaned Sculpture. TSJA will have the right to solicit new valuations to determine the Stated Value(s) of the Loaned Sculpture(s), as TSJA deems appropriate, in its reasonable discretion. Promptly after receipt of TSJA's written request(s) (including via e-mail), Exhibitor must take any and all necessary steps to ensure that the insurance coverage hereunder is increased accordingly (including without limitation by increasing the Stated Value(s) of the Loaned Sculpture(s) on all Exhibitor Policies).

(ii) Additional Insured and Loss Payee. The Exhibitor Policies must name TSJA either as named insured or as additional insured and loss payee in the event of loss, damage, or destruction of the Loaned Sculpture(s). If Exhibitor receives any insurance proceeds in respect to the Loaned Sculpture(s), Exhibitor will only receive and hold such proceeds in trust for TSJA and will promptly deliver all such proceeds to TSJA.

(iii) Severability. The Exhibitor Policies must provide for coverage independent from, and regardless of, any defenses insurer may have against, Exhibitor or any other insured. The Exhibitor Policies must provide that coverage under such policies cannot be invalidated or prejudiced by Exhibitor's actions. To the extent that any Exhibitor Policies also provide coverage for Exhibitor's legal liability to TSJA, such insurance must provide for severability of interests, and must not include any exclusion that would preclude suits between insureds and/or between insureds and loss payees.

(iv) Partial and Total Loss. If the Loaned Sculpture(s) are damaged, the amount of loss will be the cost and expense of restoration plus the diminution in value. The diminution in value will be measured by taking the greater of the current market value of the Loaned Sculpture(s) immediately before the damage occurred or the Stated Value(s) of the Loaned Sculpture(s) and subtracting the current market value after restoration as determined in the sole discretion of TSJA. If any of the Loaned Sculpture(s) are lost (including, without limitation, stolen) or destroyed, the proceeds from the policies must be paid directly to TSJA in an amount equal to the greater of the current market value of the Loaned Sculpture(s) at the time of loss or the Stated Value(s).

(v) No Contest. Exhibitor's insurer(s) must agree not to contest or litigate this Agreement.

(vi) Other Insurance. If TSJA elects to maintain its own insurance coverage, such coverage will in all events be secondary and noncontributory to the coverage provided by Exhibitor, and will not release Exhibitor from, or waive or diminish, any of Exhibitor's obligations or liabilities under this Agreement.

(vii) Repurchase Right. If any Loaned Sculpture(s) is/are lost (including, without limitation, stolen) and then recovered after TSJA has been reimbursed by the insurer, TSJA will have the option to exchange the insurance proceeds for the recovered Loaned Sculpture(s).

(viii) Notice. TSJA must receive at least ninety (90) days prior written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate ("Revision to Insurance Coverage"). After receipt of notice of any Revision to Insurance Coverage, TSJA may, at its sole discretion, terminate this Agreement without liability to Exhibitor.

(ix) Lenders paid first. If the Exhibitor Policies are not exclusive to TSJA (if, for example, the Loaned Sculpture(s) are insured under blanket insurance policies), then the Exhibitor Policies must provide that third party lenders to Exhibitor (such as TSJA) have

priority of recovery over Exhibitor and any other insureds, additional insureds, and loss payees under the Exhibitor Policies, according to allocation provisions that are acceptable to TSJA, such that TSJA is fully compensated for any loss.

(x) Jurisdiction. The Exhibitor Policies must agree to the jurisdiction and governing law provisions of Section 20 of this Agreement; provided, however, that if Exhibitor has used its best efforts to cause the Exhibitor Policies to agree to such jurisdiction and governing law provisions, Exhibitor will not be in breach of this Agreement for failing to comply with the jurisdiction and governing law provisions of Section 20 if Exhibitor's insurers will not agree or will agree only if Exhibitor pays an additional premium or fee.

(b) Endorsements; Certificate of Insurance. Exhibitor agrees to notify its insurers of the terms of this Agreement, and to obtain from its insurers an endorsement including any of the provisions of this Section 11 not already included in the policy terms. In addition, Exhibitor will obtain and provide TSJA with a certificate of insurance (i) naming TSJA as a named insured or additional insured and, in either event, loss payee, and (ii) evidencing coverage of the Loaned Sculpture(s) for loss or destruction for the Stated Value(s), in a manner satisfactory to TSJA. Exhibitor agrees to deliver such certificate and endorsement (if applicable), along with a copy of the provisions of the Exhibitor Policies pertaining to: (1) all risks coverage; (2) exclusions; (3) valuation; (4) severability; (5) determination of partial and total loss; (6) arbitration; (7) treatment of other insurance; (8) repurchase right (right to exchange proceeds); and (9) lenders priority of payment to TSJA no fewer than ten (10) business days prior to the commencement of the Loan Period. At TSJA's request, Exhibitor will also deliver a copy of the terms of Exhibitor's policy.

(c) Deductibles. Exhibitor agrees to pay any and all deductibles relating to insurance coverage for the Loaned Sculpture(s) and/or relating to any claim made under the general commercial general liability insurance required pursuant to Section 11(a), which deductibles may not exceed an amount approved by TSJA.

(d) Separate Insurance Policy. At TSJA's option, in lieu of adding the Loaned Sculpture(s) and TSJA to Exhibitor's existing policy, TSJA may require Exhibitor to obtain and pay for a separate insurance policy covering only the Loaned Sculpture(s), issued by a carrier of TSJA's choice and otherwise meeting the requirements of this Section 11.

(e) Disposition of damaged art work. Notwithstanding any other term or provision of this Agreement, in the event of any partial damage to the Loaned Sculpture(s) during the Loan Period, TSJA will, in all events, have the right to retain the Loaned Sculpture(s) and title thereto, and will not have any obligation to transfer the Loaned Sculpture(s) to Exhibitor or Exhibitor's insurers. If there is total damage to any of the Loaned Sculpture(s) during the Loan Period, and if Exhibitor itself pays TSJA for the loss under the provisions of this Agreement, then TSJA will have the right to retain the Loaned Sculpture(s) and title thereto, and will not have any obligation to transfer the Loaned Sculpture(s) to Exhibitor, even if the Loaned Sculpture(s) are worthless. If there is total damage to the Loaned Sculpture(s) during the Loan Period, and if Exhibitor's insurer(s) pay TSJA in full for the loss, Exhibitor will nevertheless use its best efforts to cause its insurer(s) to return the Loaned Sculpture(s) to TSJA, and to ensure that TSJA retains all title

thereto, even if the Loaned Sculpture(s) are worthless. If Exhibitor is unable to cause Exhibitor's insurer(s) to return the Loaned Sculpture(s) to TSJA despite Exhibitor's best efforts, then Exhibitor will continue to use its best efforts to ensure that Exhibitor's insurer(s) dispose of the Loaned Sculpture(s) in consultation with TSJA and in a manner respectful of TSJA's wishes. Notwithstanding any other term or provisions of this Agreement, retention by TSJA of the Loaned Sculpture(s) and/or title thereto will in no way affect any right of TSJA's under this Agreement.

(f) Exhibitor's liability beyond insurance; duty to indemnify. Exhibitor agrees to assume absolutely and unconditionally all liability, and to fully reimburse and indemnify TSJA for any and all loss, damage and/or destruction relating to the Loaned Sculpture(s), or to any part of the Loaned Sculpture(s), during the Loan Period, where such loss, damage and/or destruction (i) is not fully covered (including all expenses required of TSJA) under the terms of the Exhibitor Policies for any reason, and (ii) the result of or caused directly or indirectly by any negligent, wrongful or intentional act, omission or error of, or other failure to meet any term(s) or special standard(s) of care set forth in this Agreement, of Exhibitor or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors. This obligation to reimburse and indemnify TSJA extends, without limitation, to any shortfall in insurance that results from any instance in which Exhibitor's fine arts insurance does not or cannot meet the insurance or indemnity related terms of this Agreement. Notwithstanding any inference to the contrary contained in this paragraph, Exhibitor's liability will not be limited in any way with regard to any intentional harm (be it an act or omission) by Exhibitor, or anyone on its behalf or any of its employees, agents, officers, directors, representatives, or contractors, during the Loan Period.

(g) No Waiver. Exhibitor's failure to provide any information, certificates, or policies required by this Agreement, including without limitation, either a certificate of insurance or an endorsement establishing that all of the insurance requirements set forth herein have been met, and/or TSJA's acceptance of any policy or certificate of insurance not in compliance with the requirements of this Agreement will not in any event be or be deemed to be, or constitute, a waiver by TSJA of any of the requirements of this Agreement or of Exhibitor's covenants, liabilities, or obligations under this Agreement.

## **12. Copyright; Indemnification; Photography Limitations.**

(a) Compliance with law. Exhibitor agrees to observe and comply with all copyright, trademark, and other intellectual property laws and regulations, all moral rights including, without limitation, attribution rights, any rights under 17 U.S.C. §106(a), and all rights of privacy and publicity (individually and collectively "I.P. Rights"), relating to the Loaned Sculpture(s), and not to infringe or violate any I.P. Rights.

(b) Copyright. It is understood that TSJA is the copyright owner of the Loaned Sculpture(s) and shall retain copyright ownership of the Loaned Sculpture(s), including the exclusive right to make reproductions. Exhibitor agrees never to contest the copyright(s) of TSJA and/or its successors, heirs, and/or assigns in the Loaned Sculpture(s).

(c) Reproductions prohibited. Exhibitor may not make or use any reproduction of the Loaned Sculpture(s) including, but not limited to two-dimensional images or photographs depicting the Loaned Sculpture(s), for any commercial purpose without prior written consent of TSJA.

(d) Authorized Images. Exhibitor may publicly display, reproduce, and distribute photographic reproductions of Loaned Sculpture(s) approved by TSJA to promote and market Exhibitor's exhibitions which include the Loaned Sculpture(s) ("Authorized Images"). Copies of all Exhibitor's materials containing Authorized Images shall be provided to TSJA for TSJA's records. All Authorized Images must show the appropriate notice as provided below in Section 12(f). All Authorized Images must show the appropriate notice as provided below in Section 12(b)(v). All of Exhibitor's rights to use Authorized Images provided herein shall cease on the earliest of: (1) the close of the Exhibition Period; (2) the date that any Loaned Sculpture(s) is withdrawn or replaced pursuant to Section 22 herein, for Authorized Images featuring such Loaned Sculpture(s); or (3) the date of termination of this Agreement pursuant to Section 19 herein.

(e) Use of photographic reproductions. Other than as provided in Section 12(c), Exhibitor may not use photographic reproductions of the Loaned Sculpture(s) for any purpose, including postcards, note cards, posters, books, CDs, DVDs, and prints, without TSJA's prior written approval.

(f) Copyright Notice.

(i) Credit line for Authorized Images. The following credit line shall appear adjacent to each Authorized Image:

"[title of the Loaned Sculpture] by Seward Johnson, On Loan From The Seward Johnson Atelier, Inc."

(ii) Copyright notice for individual Authorized Images. Unless otherwise instructed by TSJA, in addition to the credit line required by Section 12(f)(i) above, the following copyright notice shall appear adjacent to individual Authorized Images in which Foundation owns the copyright:

"Photograph – © [year of publication of photograph], The Seward Johnson Atelier, Inc."

In the event TSJA advises Exhibitor that TSJA is not the copyright owner of the Authorized Image, the notice above must be modified to replace "The Seward Johnson Atelier, Inc." with the name of the photographer or party who owns the copyright in the Authorized Image.

(iii) Copyright notice for materials containing Authorized Images. If Exhibitor elects to produce materials containing Authorized Images, the following copyright notice shall appear in each copy thereof:

“© [year of publication], [Exhibitor], All rights reserved”

Unless otherwise instructed by TSJA the following additional copyright notice must appear directly below Exhibitor’s copyright notice:

“The photographs contained herein are © [include the most recent publication date for any Authorized Image used] or earlier, The Seward Johnson Atelier, Inc., except where otherwise noted, and are used with permission of The Seward Johnson Atelier, Inc. All rights reserved.”

(iv) Notices not mutually exclusive. The credit lines and copyright notices above are not mutually exclusive and, depending on Exhibitor’s respective use, circumstances may require use of one or more of the credit line and/or notices.

### **13. Copies of Exhibitor Materials.**

Use of Foundation photographs in catalogues and other promotional media is subject to TSJA’s prior consent. Exhibitor will provide TSJA with twenty (20) complimentary copies of any catalogue (including hardback, CD, DVD and any other media) and other written material that it may publish or distribute or authorize relating to the Loaned Sculpture(s) and/or the Exhibitor’s Exhibit Site.

### **14. Return/Removal of Loaned Sculptures.**

(a) Unless otherwise agreed upon by the Parties in a signed writing pursuant to Section 7(a) of this Agreement, Exhibitor agrees to make the Loaned Sculpture(s) available for return to Foundation no later than one (1) week after the end of the Exhibition Period or within five (5) days of receipt of a notice of termination from TSJA (“Termination Notice”) if this Agreement is terminated under Section 18 herein. Exhibitor will not have any right to retain the Loaned Sculpture(s) after the end of the Exhibition Period under any circumstances.

(b) In the event that the Loaned Sculpture(s) are not made available for return to TSJA in accordance with this Agreement, TSJA and/or its representative(s), at Exhibitor’s cost and expense, will have the right to terminate this Agreement and immediately retrieve the Loaned Sculptures (without waiver of any claims), including without limitation, and to the extent allowed by law, enter Exhibitor’s premises without prior notice and immediately retrieve the Loaned Sculpture(s) without responsibility for any unintentional loss or damage due to such removal and without liability to Exhibitor.

(c) Exhibitor will only release the Loaned Sculpture(s) to, and take instructions concerning the Loaned Sculpture(s) from, TSJA or its duly authorized agent. In the case of an agent acting on TSJA’s behalf, Exhibitor must not act without reliable written proof of the agent’s authorization from TSJA.

**15. Responsibility.**

(a) No liability or warranty. TSJA will bear no expense relating to the lending of the Loaned Sculpture(s) to Exhibitor. TSJA does not make (and hereby expressly disclaims) any and all warranties or representations (express or implied), including to Exhibitor or otherwise, in respect of the Loaned Sculpture(s), or any right in the Loaned Sculpture(s), including, but not limited to, title, quiet enjoyment, or authenticity.

(b) Indemnification. In all events, Exhibitor agrees to and will release, indemnify, and defend TSJA and its trustees, directors, officers, employees, contractors, representatives, and agents from and against all costs, losses, taxes, assessments, demands, fees, and expenses (including attorneys' fees and costs), claims, damages, suits, actions and/or proceedings, threatened against or suffered by Exhibitor or TSJA or their respective trustees, directors, officers, employees, or agents, and relating to or arising out of this Agreement; any breach or failure to perform by Exhibitor under this Agreement; any act or omission by or on behalf of Exhibitor or any director, officer, employee, agent, contractor, representative, or invitee of Exhibitor ("Exhibitor's Agents"); any prohibited use of I.P. Rights by Exhibitor or Exhibitor's Agents not consistent with this Agreement and/or the lending of the Loaned Sculpture(s) to Exhibitor, including, without limitation, the transportation, possession, preservation, reproduction, and/or display of the Loaned Sculpture(s), and the return of the Loaned Sculpture(s) to TSJA.

**16. Ownership.** Exhibitor will at all times recognize only TSJA as the legal owner of the Loaned Sculpture(s), and will not recognize nor entertain any competing claims by any third party in respect of the Loaned Sculpture(s). Exhibitor agrees never to contest TSJA's and/or its successors', heirs', and/or assigns' title in the Loaned Sculpture(s). If Exhibitor becomes aware of any claim or circumstances that may give rise to a claim in respect of the Loaned Sculpture(s), it will immediately inform TSJA and take such reasonable steps as TSJA may require (including the immediate removal of the Loaned Sculptures from the Exhibitor's Exhibit Site), at the Exhibitor's sole cost and expense. Exhibitor hereby waives any and all interest and claim in the Loaned Sculpture(s), and agrees not to in any way encumber, claim or assert or cause or allow any other party to claim, any interest of any kind in the Loaned Sculptures.

**17. Confidentiality.** The terms of this Agreement, including, but not limited to, the Loan Fee (if any), the condition of the Loaned Sculpture(s), all transportation and shipping arrangements, and all additional information designated or provided by TSJA as confidential relating to this Agreement and the Loaned Sculpture(s), must be kept confidential by Exhibitor. Except as reasonably related and necessary to fulfilling its obligations under this Agreement, Exhibitor will not publish or disclose such information or permit any trustee, director, officer, agent, representative, employee, or affiliate of Exhibitor to publish or disclose such information, to any person, by any means, at any time, without TSJA's prior written consent.

**18. Termination.**



(a) Breach. TSJA may, at any time, terminate this Agreement, without any liability to or further obligation to the Exhibitor, in the event of a breach by Exhibitor of any conditions or term of this Agreement, including, but not limited to damage to the Loaned Sculpture(s). If the Agreement is terminated by TSJA, TSJA shall notify the Exhibitor of such termination and provide a Termination Notice to Exhibitor. Exhibitor shall make the Loaned Sculpture(s) available for return shipping pursuant to the terms of Section 14 herein within five (5) days of receipt of the Termination Notice.

(b) Termination upon transfer of assets. Should ownership of an individual Loaned Sculpture be legally transferred from TSJA to Exhibitor, this Agreement shall terminate with respect to such Loaned Sculpture upon the effective date of such transfer.

(c) Termination upon withdrawal. If TSJA, in its sole discretion, withdraws all Loaned Sculpture(s) pursuant to Section 21(a) herein and does not provide Exhibitor with Substitute Sculpture(s) as defined in Section 21(b) herein, this Agreement shall terminate upon the date of withdrawal of the last Loaned Sculpture(s).

**19. Applicable Law; Exclusive Jurisdiction; Venue and Removal.**

(a) Applicable law. This Agreement and all disputes relating to or arising out of this Agreement (including insurance disputes, unless prohibited by the insurance laws and regulations applicable to the policy(ies)) will be governed by and construed in accordance with the laws of any jurisdiction that is most favorable to TSJA as an insured, without giving effect to the provisions of such jurisdiction relating to conflicts or choice of law.

(b) Exclusive jurisdiction; venue and removal. All disputes and matters arising under, in connection with, or incidental to this Agreement and/or the Loaned Sculpture(s), including, but not limited to, any dispute involving insurance coverage or proceeds, will be litigated, if at all, in and before a federal court with diversity jurisdiction in the State of New Jersey or the Superior Court of New Jersey located in Mercer County, New Jersey, USA, to the exclusion of other courts of other states and to the exclusion of other venues. Exhibitor and TSJA EXPRESSLY CONSENT TO THE JURISDICTION OF EITHER COURT and agree that this venue is convenient and not to seek a change of venue or to seek to dismiss the action on the ground of forum non conveniens, not to assert any defense based on lack of jurisdiction of this court, and not to bring any action arising under, in connection with, or incidental to this Agreement in any other court.

**20. Taxes.** Exhibitor agrees to be fully responsible for (and to promptly pay) any and all levies, liens, taxes (including, but not limited to, personal property taxes and/or GST, VAT, or similar taxes) and/or all other assessments of any kind or nature relating to the lending of the Loaned Sculpture(s) for the use by Exhibitor of the Loaned Sculpture(s) during the Loan Period, including, but not limited to, the transportation, possession, presence, and/or display of the Loaned Sculpture(s).

**21. Withdrawal and Substitution.**

(a) Withdrawal. While it is the intention of TSJA to permit the Loaned Sculpture(s) listed in Exhibit A to remain available to Exhibitor for the full duration of the Loan Period, TSJA also expressly reserves the right in its sole discretion (with prior written notice when feasible in TSJA's judgment) to withdraw any Loaned Sculpture listed in Exhibit A at any time without liability to the Exhibitor.

(b) Substitution. If TSJA, in its sole discretion, withdraws a Loaned Sculpture(s), TSJA may, in its sole discretion, substitute any other Loaned Sculpture owned by TSJA in its place ("Substitute Sculpture"), which Substitute Sculpture shall then be deemed a Loaned Sculpture, without any liability to TSJA. The Parties shall amend Exhibit A from time to time, as needed, to reflect substitution of any Loaned Sculpture(s).

(c) Costs. Consistent with Section 21(a) of this Agreement, all costs associated with withdrawing and substituting any Loaned Sculpture(s) will be paid for by TSJA when such withdrawal or substitution is initiated by TSJA pursuant to Section 21(a) and/or 21(b).

**22. Miscellaneous.** This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute the same instrument. Nothing in this Agreement will be deemed to create a joint venture, partnership, lease, or principal-agent, employer-employee, or any similar relationship or arrangement, between Exhibitor and TSJA. Nothing in this Agreement will be construed to give any party (other than Exhibitor and TSJA, and their successors and assigns as provided herein) any legal or equitable right, benefit, remedy, or claim in respect of this Agreement and Exhibitor's and/or TSJA's covenants and obligations hereunder. Any waivers under this Agreement must be in writing to be effective. The party signing this Agreement on behalf of Exhibitor hereby represents and warrants that s/he is duly authorized to sign this Agreement on behalf of and bind Exhibitor as provided in this Agreement. The terms and conditions of Sections 11, including, but not limited to full satisfaction of all obligations to reimburse TSJA thereunder, 14, 15, 18, 19, 20, 21 and 22 of this Agreement will survive the expiration of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision or portion thereof as to that application will be severed from the rest of this Agreement and such event will not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. If at any time TSJA's consent or approval is required as set forth in this Agreement, such approval or consent may be given or denied by TSJA in its sole discretion. The captions and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

**23. Compliance with Laws and Regulations.** Exhibitor shall adhere to all federal and state laws and regulations applicable to its obligations and responsibilities under this Agreement.

**24. Notice.** All notices, requests, demands, consents, approvals, and other communications (including any change to this provision) required to be given in writing under this Agreement are considered given upon receipt if delivered personally or sent by recognized courier, certified mail (return receipt requested and postage-prepaid), or fax (if delivery is confirmed by the sender), as follows:

**For Exhibitor:**

City of Anamosa  
107 South Ford Street  
Anamosa, IA 52205  
319-462-6055

**For TSJA:**

Curator  
2525 Michigan Avenue, Ste. A-6  
Santa Monica, California 90404  
(310) 264-2400  
(310) 264-2403 fax

**With a Copy to:**

Chief Administrative Officer  
The Seward Johnson Atelier, Inc.  
14 Fairgrounds Road  
Hamilton, NJ 08619  
(609) 689-1040  
(609) 689-1059 fax

**25. Entire Agreement.** This Agreement (including all Exhibit(s) hereto) constitutes the entire agreement between TSJA and Exhibitor with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing, which writing must be signed by both parties.

TSJA and Exhibitor execute this Agreement by their duly authorized agents as of the Effective Date.

**THE SEWARD JOHNSON ATELIER, INC.      EXHIBITOR**

By: \_\_\_\_\_  
Name: Paula Stoeke  
Title: Curator

By: \_\_\_\_\_  
Name:  
Title:

**Exhibits**

**Exhibit A: Sculpture(s) on Loan from TSJA**  
**Exhibit B: Maintenance Instructions**

**EXHIBIT A**

**Sculpture(s) on Loan from TSJA**

- |    |                                |              |
|----|--------------------------------|--------------|
| 1. | God Bless America (monumental) | \$880,000.00 |
|----|--------------------------------|--------------|

## **EXHIBIT B**

### **Maintenance Instructions**

## **Seward Johnson's Painted Bronze Sculpture**

### **Required Maintenance Procedure**

Loaned Sculptures must be washed with good water and very mild non-ionic or neutral detergent at least twice a week.

While cleaning, please inspect closely, to make sure there are no inconsistencies developing in the paint due to atmospheric influences. Small areas of bare metal on a larger whole will tend to corrode faster than normal and it is important to insulate those areas when they appear. Re-painting, with the help of the artist's studio, should be done when the condition of the paint layer is compromised beyond the scope of a small touch up.

**CLEANING PROCEDURE:** Simple cleaning with mild non-ionic or neutral detergent (see below list) using a soft non-metallic scrub brush, sponge or cloth. Never use a rough-bristled or wire-bristled brush. Rinse well with water and dry thoroughly by hand.

It is recommended not to wax the painted sculptures. First, because of the durability of the paint that is a two part component urethane Clear. This Clear, with or without waxing, will last just as long. Secondly the wax will get into the texture and porosity of the piece. This makes it difficult to remove and inhibits future restoration. Lastly, the wax, on a hot day gets soft, which traps dust. This makes the colors look extremely dirty, especially the whites.

**NON-IONIC AND NEUTRAL DETERGENT:** *(used in a 1:10 ratio of soap to water)*

**Orvus Liquid Soap**  
Conservation Materials, Ltd.  
1165 Marietta Way  
Sparks, NV 89431

**Non-Ionic Detergent\***  
Industrial Soap Company  
2930 Marker Street  
St. Louis, MO 63103

\* Ivory Liquid, Joy, and other neutral detergent soap

Feel free to contact us for additional information or details at:  
**The Seward Johnson Atelier** (tel) 310 264 2400 (fax) 310 264 2403 [info@sewardjohnsonatelier.org](mailto:info@sewardjohnsonatelier.org)

# COMMUNITY CATALYST BUILDING REMEDIATION PROGRAM

**IOWA**  
economic development

*261-45.1(15) Purpose Pursuant to Iowa Code sections 15.231 and 15.106A, the authority is directed to establish a community catalyst building remediation program fund for the purpose of providing grants to cities for the remediation or redevelopment of underutilized buildings. The authority shall administer the fund in a manner to make grant moneys annually available to cities for the purposes of this chapter.*

## PROGRAM DEFINITION

Through the Community Catalyst Building Remediation Program, the Iowa Economic Development Authority (IEDA) will provide grants to communities for the redevelopment, rehabilitation or deconstruction of buildings to stimulate economic growth or reinvestment in the community. Strong applications will show the potential of catalytic economic growth in the community; improve appearances and safety; make use of underutilized property, exhibit appropriate design standards; and be well-funded. Economic growth may include the creation of additional jobs, growth of new or existing businesses, development of new housing units, increase property values or potential population growth.

## PROGRAM DETAILS

- Funding based on annual availability
- Maximum grant: \$100,000
- 40% of funds will be awarded to cities with populations under 1,500
- A mandatory pre-application process **will** precede the official grant application
- Applications are by invitation only, after approved pre-application
- City must be the applicant and provide financial and/or in-kind resources
- Funds available for the rehabilitation of one commercial building per community or two buildings with same ownership that are adjacent
- Deconstruction is allowed in dire situations or for safety reasons
- Limited number of \$5,000 planning grants available for future projects after approved pre-application



Building for sale in Woodbine, Iowa



Back view of building for sale in Woodbine, Iowa.



Rehabilitated building in Woodbine, Iowa

### Scoring Criteria (50 points total)

Project Impact (0-25 Points)

Project Appropriateness (0-10 points)

Project Funding/Partnerships (0-10 Points)

Sustainability/Smart Growth Principles (0-5 Points)

Questions may be directed to Jim Thompson, 515.348.6183 or email [catalyst@iowaeda.com](mailto:catalyst@iowaeda.com).

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VISIT US ONLINE AT [iowaeconomicdevelopment.com](http://iowaeconomicdevelopment.com)

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE PRESCRIBING CIVIL PENALTIES FOR FAILURE TO LICENSE DOGS**

WHEREAS Section 55 of the City Code, in requiring the licensing of dogs, does not prescribe minimum penalties for violations thereof; and,

WHEREAS this Council believes minimum penalties should be prescribed for failing to license dogs as required by Section 55.21 of the City Code;

BE IT ORDAINED, THEREFORE, that the following numbered paragraph be added to Section 55.21 of the City Code:

6. For each day a dog required to be licensed is unlicensed its owner shall be subject to the following civil penalties:

A. For first offense, \$65.00.

B. For second offense, \$130.00.

C. For third offense, \$260.00.

D. For fourth offense, \$750.00 along with removal of the dog from the corporate City limits.

Dog licenses shall be effective for the fiscal year July 1st through June 30th. Dog license renewals shall be available June 1<sup>st</sup> each year. However, no citation shall issue for renewal violations prior to August 1<sup>st</sup> each year.

A citation for an enhanced violation of this section shall not be filed prior to final adjudication of the preceding citation.

PASSED, ADOPTED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Dale Barnes, Mayor

ATTEST: \_\_\_\_\_  
Tammy Coons, City Clerk

Iowa Department of  
**REVENUE**

**Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

**Instructions on the reverse side**

For period (MM/DD/YYYY) 4/23/18 through June 30, 2018

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

**Business Information:**

Trade Name/DBA EXHALE VAPE SHOP  
Physical Location Address 208 West Main St City Anamosa ZIP 52205  
Mailing Address 208 West Main St City Anamosa State IA ZIP 52205  
Business Phone Number 319 654 7008

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Steve Chapman / Cynthia Clabough  
Mailing Address 357 Deerwood Drive City Anamosa State IA ZIP 52205  
Phone Number 319 654 7008 Fax Number \_\_\_\_\_ Email exhalervape@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☐ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☒

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☒ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Steve Chapman Name (please print) Cynthia Clabough  
Signature Steve Chapman Signature Cynthia Clabough  
Date 4/10/18 Date 4/10/18

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$18.75
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Anamosa
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375





HRGreen

**HR Green, Inc.**  
8710 Earhart Lane SW  
Cedar Rapids, IA 52404  
(319) 841-4000 FAX (319) 841-4012


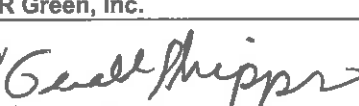
## CHANGE ORDER

**Distribution:**

Owner	<u>X</u>
Engineer	<u>X</u>
Contractor	<u>X</u>
Field	<u>          </u>
Other	<u>          </u>

<b>PROJECT:</b> City of Anamosa, IA - WTP Expansion	<b>Change Order No.</b>	Change Order 1
	<b>Date</b>	March 9, 2018
<b>To Contractor:</b> Calacci Construction Co., Inc. 2881 Independence Road Iowa City, IA 52244	<b>Project No.</b>	10150050
	<b>Original Contract Date</b>	August 7, 2017
<b>The contract is changed as follows:</b> <ol style="list-style-type: none"> <li>CAR 001 – credit for existing yard piping adjacent to south edge of new building to remain. Footing adjacent to existing piping to extend deeper for protection.</li> <li>CAR 002 – credit for interior column footing concrete not meeting design strength.</li> </ol>		
The original (Contract Sum) was		\$1,899,900.00
Net change by previously authorized Change Orders		\$0.00
The (Contract Sum) prior to this Change Order was		\$1,899,900.00
The Contract Sum will be decreased by this Change Order in the amount of		\$24,089.00
The new Contract Sum including this Change order will be		\$1,875,811.00
The Contract Time will be (increased) by		No change
The date of Substantial Completion as of the date of this Change Order therefore is		September 1, 2018
The date of Final Completion as of the date of this Change Order therefore is		November 1, 2018

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER**

<b>Contractor</b> Calacci Construction Co., Inc.	<b>Owner's Representative</b> HR Green, Inc.	<b>Owner</b> City of Anamosa
By  John Adam - District Manager	By  Gerald Shipper	By
Date: 3/13/18	Date: 4/3/18	Date:

# Application and Certificate For Payment

To: City of Anamosa  
107 S. Ford St.  
Anamosa, IA 52205

Project: Water Treatment Plant Expansion  
City of Anamosa, IA

Application No.: 6  
Distribution To: Owner  
Application Date: 19-Mar-18  
Period To: 19-Mar-18  
Project #: 17-020  
Contract Date: 9/14/2017  
Contract For: General Construction

From: Calacci Construction Co., Inc.  
P.O. Box 1906  
Iowa City, IA 52244-1906

CC Architect

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
A continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,899,900.00
2. Net Change by Change Orders	\$ (24,089.00)
3. CONTRACT SUM TO DATE	\$ 1,875,811.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 565,436.00
5. RETAINAGE	
a. 5% of Completed Work	\$ 28,271.80
b. 5% of Stored Material	\$ -
Total Retainage	\$ 28,271.80
6. TOTAL EARNED LESS RETAINAGE	\$ 537,164.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 481,697.50
8. CURRENT PAYMENT DUE	\$ 55,466.70
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$ 1,338,646.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	0	0
TOTAL APPROVED THIS MONTH	-24089	-24089
TOTALS	-24089	0
NET CHANGES BY CHANGE ORDER		-24089

## ARCHITECT'S CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED: 55,466.70

ARCHITECT:

BY:

This certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein and issuance, payment and acceptance of payments are without prejudice to any rights of the Owner or Contractor under the this Contract.

DATE: 4-3-18

Approved by the City of Anamosa

Date:

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

Contractor: **Calacci Construction Co., Inc.**

By:  Date: 19-Mar-18

John J. Adam, Project Manager

State of: Iowa County of: Johnson

Subscribed and sworn before me this 19th day of March 2018

John J. Adam, Project Manager personally appeared before me, the undersigned

notary public and provided satisfactory evidence or identification to be

the person who signed this document in my presence and swore or

affirmed that to me that the contents of this document are true and

to the best of his/her knowledge and belief.

Notary Public: 



ALICIA L. MAIN  
Commission Number 782654  
My Commission Expires 2-13-20



Contractor Construction Co., Inc.		Architect:	HR Green, Inc.	Owner:	City of Anamosa			
Schedule of Values			8710 Easthart Lane SW		107 S. Ford St.			
Water Treatment Plant Extension			Cedar Rapids, IA		Anamosa, IA 52205			
City of Anamosa, IA								
A	B	C	D	E	F	G	H	I
Item	Description of Work	Scheduled Value	Work Completed From Previous Applications	This Period	Materials Properly Stored	Total Completed and Stored to Date	%	Balance to Finish
1	Bond & Insurance	45000	45000	0	0	45000	100	0
2	General Conditions	246900	80000	15000	0	95000	38	151900
3	Mobilization	25000	25000	0	0	25000	100	0
4	Section 02 41 13 - Selective Site Demolition	25000	20000	0	0	20000	80	5000
5	Section 03 00 00 - Concrete (Labor)	95000	25000	15000	0	40000	42	55000
6	Section 03 00 00 - Concrete (Material)	75600	20000	12000	0	32000	42	43600
7	Section 04 20 00 - Masonry (Labor)	64000	32260	0	0	32260	50	31740
8	Section 04 20 00 - Masonry (Material)	60000	57000	0	0	57000	95	3000
9	Section 05 12 00 - Structural Framing (Labor)	15000	15000	0	0	15000	100	0
10	Section 05 12 00 - Structural Framing (Material)	20000	20000	0	0	20000	100	0
11	Section 05 21 00 - Steel Joists (Labor)	6000	5000	1000	0	6000	100	0
12	Section 05 21 00 - Steel Joists (Material)	20000	20000	0	0	20000	100	0
13	Section 05 31 00 - Steel Deck (Labor)	2500	2500	0	0	2500	100	0
14	Section 05 31 00 - Steel Deck (Material)	5000	5000	0	0	5000	100	0
15	Section 05 50 00 - Metal Fabrications (Labor)	3368	3368	0	0	3368	100	0
16	Section 05 50 00 - Metal Fabrications (Material)	2300	2300	0	0	2300	100	0
17	Section 06 00 00 - Woods & Plastics (Labor)	2300	2300	0	0	2300	100	0
18	Section 06 00 00 - Woods & Plastics (Material)	4500	4500	0	0	4500	100	0
19	Section 07 21 00 - Building Insulation	2500	2500	0	0	2500	100	0
20	Section 07 27 26 - Fluid Applied Membrane	4500	4500	0	0	4500	100	0
21	Section 07 63 23 - EPDM Roofing	45400	45400	0	0	45400	100	0
22	Section 07 84 13 - Plastering	300	300	0	0	300	100	0
23	Section 07 81 00 - Prefabricated Joint Seals	4000	4000	0	0	4000	100	0
24	Section 07 82 00 - Joint Sealants	5000	5000	0	0	5000	100	0
25	Section 08 11 13 - Hollow Metal Doors (Labor)	3500	3500	0	0	3500	100	0
26	Section 08 11 13 - Hollow Metal Doors (Material)	10000	10000	0	0	10000	100	0
27	Section 08 38 13 - Sectional Doors	8542	8542	0	0	8542	100	0
28	Section 08 53 13 - Vinyl Windows (Labor)	1326	1326	0	0	1326	100	0
29	Section 08 53 13 - Vinyl Windows (Material)	1500	1500	0	0	1500	100	0
30	Section 08 71 00 - Hardware (Labor)	3000	3000	0	0	3000	100	0
31	Section 08 71 00 - Hardware (Material)	6183	6183	0	0	6183	100	0
32	Section 08 80 00 - Siding	1100	1100	0	0	1100	100	0
33	Section 09 22 16 - Gyp Board Assemblies (Labor)	3000	3000	0	0	3000	100	0
34	Section 09 22 16 - Gyp Board Assemblies (Material)	700	700	0	0	700	100	0
35	Section 09 51 13 - Acoustical Panel Ceiling (Labor)	1320	1320	0	0	1320	100	0
36	Section 09 51 13 - Acoustical Panel Ceiling (Material)	890	890	0	0	890	100	0
37	Section 09 80 00 - Painting	41958	41958	0	0	41958	100	0
38	Section 10 00 00 - Specialties (Labor)	600	600	0	0	600	100	0
39	Section 10 00 00 - Specialties (Material)	900	900	0	0	900	100	0
40	Section 12 00 00 - Clad Lab Casework	8000	8000	0	0	8000	100	0
41	Section 22 00 00 - Plumbing (Labor)	100000	100000	0	0	100000	100	0
42	Section 22 00 00 - Plumbing (Material)	69000	69000	0	0	69000	100	0
43	Section 23 00 00 - HVAC (Labor)	20000	20000	0	0	20000	100	0
44	Section 23 00 00 - HVAC (Material)	27300	27300	0	0	27300	100	0
45	Section 25 00 00 - Instrumentation	82760	82760	0	0	82760	100	0
46	Section 26 00 00 - Electrical (Labor)	30000	30000	0	0	30000	100	0
47	Section 26 00 00 - Electrical (Material)	24657	24657	0	0	24657	100	0
48	Section 31 00 13 - Asbestos Piers (Labor)	50000	50000	0	0	50000	100	0
49	Section 31 00 13 - Asbestos Piers (Material)	13500	13500	0	0	13500	100	0
50	Section 33 00 00 - Utilities (Labor)	39000	39000	0	0	39000	100	0
51	Section 33 00 00 - Utilities (Material)	45000	45000	0	0	45000	100	0
52	Section 46 31 11 - Gas Chlorination Systems (Labor)	2000	2000	0	0	2000	100	0
53	Section 46 31 11 - Gas Chlorination Systems (Material)	134687	134687	0	0	134687	100	0
54	Section 48 33 83 - Liquid Chemical Equipment (Labor)	1500	1500	0	0	1500	100	0
55	Section 48 33 83 - Liquid Chemical Equipment (Material)	134687	134687	0	0	134687	100	0
56	Section 48 81 27 - Vertical Pressure Filters (Labor)	8300	8300	0	0	8300	100	0
57	Section 48 81 27 - Vertical Pressure Filters (Material)	245825	245825	0	0	245825	100	0
58	Change Order 001	-24089	-24089	0	0	-24089	0	24089
Totals		\$ 1,875,811.00	\$ 507,050.00	\$ 58,396.00	\$	\$ 565,436.00	30%	\$ 1,310,375.00
								\$ 28,271.80

# Application and Certificate For Payment

To: City of Anamosa  
107 S. Ford St.  
Anamosa, IA 52205

Project: Water Treatment Plant Expansion  
City of Anamosa, IA

Application No.: 7 Distribution To:

Owner	4
Architect	
Contractor	1
Other	

Application Date: 16-Apr-18

Period To: 16-Apr-18

Project #: 17-020

Contract Date: 9/14/2017

Contract For: General Construction

From: Calacci Construction Co., Inc.  
P.O. Box 1906  
Iowa City, IA 52244-1906

CC Architect

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
A continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,899,900.00
2. Net Change by Change Orders	\$ (24,089.00)
3. CONTRACT SUM TO DATE	\$ 1,875,811.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 944,478.00

### 5. RETAINAGE

a. 5% of Completed Work	\$ 47,223.90
b. 5% of Stored Material	\$ -
Total Retainage	\$ 47,223.90
6. TOTAL EARNED LESS RETAINAGE	\$ 897,254.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 537,164.20
8. CURRENT PAYMENT DUE	\$ 360,089.90
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$ 978,556.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	-24089	
TOTAL APPROVED THIS MONTH	0	
TOTALS	-24089	0
NET CHANGES BY CHANGE ORDER		-24089

## ARCHITECT'S CERTIFICATION FOR PAYMENT

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

AMOUNT CERTIFIED: **360,089.90**

ARCHITECT:

BY: Cecilia Plummer

DATE: **4-11-18**

This certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein and issuance, payment and acceptance of payments are without prejudice to any rights of the Owner or Contractor under the this Contract.

Approved by the City of Anamosa

Date:

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

Contractor: Calacci Construction Co., Inc.

By: [Signature] Date: 16-Apr-18

John J. Adam, Project Manager

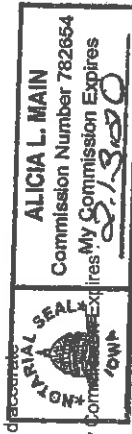
State of: Iowa

County of: Johnson

Subscribed and sworn before me this 16th day of April 2018

John J. Adam, Project Manager personally appeared before me, the undersigned notary public and provided satisfactory evidence or identification to be the person who signed this document in my presence and swore or affirmed that to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Notary Public: Alicia L. Main My Commission Expires 8-13-20





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CHECK #	DATE	VENDOR	VENDOR #	DESCRIPTION	AMOUNT	INVOICE	EXPENDITURE #
61471	4/23/2018	AGVANTAGE FS, INC	5147	FUEL WWTP GENERATOR	576.73	10773	52.00.3.5200.330010
61472	4/23/2018	ALFIE PACKERS, INC	5875	CLEAN & CALIBRATE SCALE	100.00	201810237	52.00.3.5200.260000
61473	4/23/2018	ALL SEASONS AUTO BOD	4897	RPR LEFT PANEL 2014 DODGE	219.50	1140	52.00.3.5200.265000
61474	4/23/2018	ALL SECURE	4898	FIRE ALARM MONITORING	75.00	24364	01.43.2.4043.230052
61475	4/23/2018	AMERICAN BANKERS INS	5876	FLOOD INSUR ST SHOP	3,325.00		01.70.3.7000.220049
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	2/26 SPEC COUNCIL MTG	18.07	17228	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	2/26 REG COUNCIL MTG	203.81	17228	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	2017 GROSS WAGES	58.73	17237	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	03/12 REG COUNCIL MTG	162.15	17237	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	ALLILANT TOWER VARIANC	9.04	17237	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	FEB CLAIMS PAID	62.75	17237	01.00.4.8004.210001
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	SPRING SPORTS PREVIEW	25.00	17271	01.42.2.4042.210000
61476	4/23/2018	ANAMOSA PUBLICATIONS	5299	WATER QUALITY REPORT	81.83	17297	51.00.3.5100.210000
					621.38	*CHECK TOTAL	
61477	4/23/2018	ANAMOSA STATE PENITE	4787	INMATE LABOR	5.00	3646	01.43.2.4043.230052
61477	4/23/2018	ANAMOSA STATE PENITE	4787	INMATE LABOR	50.00	3663	01.43.2.4043.230052
					55.00	*CHECK TOTAL	
61478	4/23/2018	AUTOMOTIVE SERVICES	185	BATTERY 2017 FORD	149.95	59090	01.00.1.1111.265000
61479	4/23/2018	BANOWETZ LUMBER COMP	5731	WOOD TO RPR BARRICADES	92.95	9362	06.00.3.7000.320100
61480	4/23/2018	BARRON MOTOR SUPPLY	191	OIL FILTERS	9.42	236420	51.00.3.5100.265000
61480	4/23/2018	BARRON MOTOR SUPPLY	191	BACK UP ALARM	34.55	236520	06.00.3.7000.260000
					43.97	*CHECK TOTAL	
61481	4/23/2018	BOOMERANG	4362	SNOW REMOVALS (X4)	23,356.50	1539	06.00.3.7000.320110
61482	4/23/2018	BRECKE MECHANICAL CO	4717	RPR WTR LINES FIX A	2,781.53	36450	52.00.3.5200.260000
61483	4/23/2018	BROWN SUPPLY CO., IN	4421	PARTS	310.00	82899	51.00.3.5100.320010
61483	4/23/2018	BROWN SUPPLY CO., IN	4421	PARTS	48.00	82904	51.00.3.5100.320010
61483	4/23/2018	BROWN SUPPLY CO., IN	4421	PARTS	517.50	82957	51.00.3.5100.320010
					875.50	*CHECK TOTAL	
61484	4/23/2018	BSN SPORTS	51	FLOOR TAPE	59.94	901575684	01.42.2.4042.310051
61485	4/23/2018	C.J. COOPER & ASSOCI	4209	EMPLOYEE DRUG TSTG	35.00	122014	06.00.3.7000.220060
61486	4/23/2018	CALACCI CONSTRUCTION	5957	PAY REQ NO 6 WTP PLANT	55,466.70		71.05.8.9051.520000
61487	4/23/2018	CASEY'S GENERAL STOR	3169	MAR FUEL: P&R 27.59 GA	66.06		01.00.2.4001.330010
61488	4/23/2018	CASPER'S/RANDY	5564	NEW ROOR WAPSI SHEL	2,125.00		01.00.2.4041.268000
61489	4/23/2018	CENTRAL IOWA DISTRIB	3283	JANITORIAL SUPP	153.70	163590	01.43.2.4043.320080
61490	4/23/2018	CHEMSEARCH	808	BELT PRESS CLEANING S	206.92	3052650	52.00.3.5200.320000
61490	4/23/2018	CHEMSEARCH	808	DRAIN MAINT	160.57	3080221	52.00.3.5200.320000
					367.49	*CHECK TOTAL	
61491	4/23/2018	CHIEF L.E. SUPPLY	5763	SEARCH MIRROR	126.01	407626	01.00.1.1111.320060
61492	4/23/2018	CITIZENS SAVINGS BAN	210	QTR ACH PAYROLL	71.35		01.00.4.8004.320010
61492	4/23/2018	CITIZENS SAVINGS BAN	210	QTR ACH UB	44.78		51.00.3.5100.320011
61492	4/23/2018	CITIZENS SAVINGS BAN	210	QTR ACH UB	44.77		52.00.3.5200.320011
					160.90	*CHECK TOTAL	
61493	4/23/2018	CONDUENT ENTERPRICE	3981	MNTHLY CONTRACT: 04/18	3,126.87	1454156	09.10.4.8004.410000
61494	4/23/2018	CUSTOM CAR CREDIT	0.0704	SEWER CREDIT 30002510	500.00		52.00.3.5200.920000
61495	4/23/2018	DIGITAL ALLEY, INC	5165	CABLE/CHARGER BODY CA	109.00	1099663	01.00.1.1111.310000
61496	4/23/2018	DRJ GROUP LLC	5985	REFILL FIRE EXTINGUISH	41.00		01.00.1.1111.260000
61497	4/23/2018	ECICOG	3826	CDBG GRANT ADMIN WTR	837.00	8237	71.05.8.9051.220000
61498	4/23/2018	FIRE SERVICE TRAININ	4319	TRAINING (X8)	785.00	1130	01.14.1.1114.280020
61499	4/23/2018	FUTURE LINE TRUCK BO	4047	OUTSTANDING BAL	27.60	51-22855/23	06.00.3.7000.260000
61500	4/23/2018	GALL'S INC.	3059	UNIFORM PANTS	149.98	9471094	01.00.1.1111.180001
61501	4/23/2018	GAZETTE COMMUNICATIO	206	POLICE CHIEF JOB OPEN	682.80		01.00.1.1111.210000
61502	4/23/2018	GLOBAL SOFTWARE	5848	FINAL CONVERSION TA	3,500.00	XT1800118	01.00.1.1111.230090
61502	4/23/2018	GLOBAL SOFTWARE	5848	TAC 10 CONVERSION	9,900.00	XT1800121	01.00.1.1111.230090
					13,400.00	*CHECK TOTAL	
61503	4/23/2018	HACH COMPANY	703	CHEMICALS	55.43	10870833	51.00.3.5100.260050
61504	4/23/2018	HEIMAN FIRE EQUIPMEN	1101	BIV VALVE	1,400.25	867268	01.14.1.1114.320090
61505	4/23/2018	HOWARD R GREEN	4946	ENG: WTR TRTM PLANT	9,265.50	117741	71.05.8.9051.220020
61506	4/23/2018	IA DEPT PUB SAFETY I	4917	QTR ONLINE PROGRAM FEE	300.00		01.00.1.1111.230090
61507	4/23/2018	INFRASTRUCTURE TECHN	5184	WEBSITE/DOMAIN REG	43.95	18022/18021	01.00.4.8004.230090
61507	4/23/2018	INFRASTRUCTURE TECHN	5184	EMAIL HOST/COMP BU	213.00	18059	01.00.1.1111.230090
61507	4/23/2018	INFRASTRUCTURE TECHN	5184	RPR CAMERA INTERVIEW	300.00	18060	01.00.1.1111.350000
61507	4/23/2018	INFRASTRUCTURE TECHN	5184	SONIC WALL UPGRADE	1,600.00	18061	01.00.1.1111.268010
					2,156.95	*CHECK TOTAL	
61508	4/23/2018	INTEGRA CHEMICAL COM	5543	DEHCHLORIN TABS	1,382.68	126533	51.00.3.5100.260050
61509	4/23/2018	IOWA ASSOC. OF MUNIC	96	ECIASSIO DUES 4TH QTR	808.48	17119	06.00.3.7000.220001
61509	4/23/2018	IOWA ASSOC. OF MUNIC	96	ECIASSIO DUES 4TH QTR	808.48	17119	51.00.3.5100.220001
61509	4/23/2018	IOWA ASSOC. OF MUNIC	96	ECIASSIO DUES 4TH QTR	808.48	17119	52.00.3.5200.220001
					2,425.44	*CHECK TOTAL	
61510	4/23/2018	J&R SUPPLY	285	CONCRETE EQUIP	2,190.02	1803184	52.00.3.5200.310000
61510	4/23/2018	J&R SUPPLY	285	CONCRETE EQUIP	474.98	1803286	52.00.3.5200.310000

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					2,665.00	*CHECK	TOTAL	
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PARTS/SUPP	390.54			06.00.3.7000.320010
61511	4/23/2018	JOHN DEERE FINANCIAL	387	SNAP CLASPS	11.96			01.00.1.1111.360030
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PAINT/SUPP	66.80			06.00.3.7000.320100
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PARTS	12.26			06.00.3.7000.350000
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PARTS	37.98			51.00.3.5100.320010
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PULL ROPE	1.64			06.00.3.7000.260000
61511	4/23/2018	JOHN DEERE FINANCIAL	387	PARTS	139.89			52.00.3.5200.320010
61511	4/23/2018	JOHN DEERE FINANCIAL	387	STAIN/BRUSHES	55.97			52.00.3.5200.360020
61511	4/23/2018	JOHN DEERE FINANCIAL	387	FAUCET	29.99			01.43.2.4043.260000
61511	4/23/2018	JOHN DEERE FINANCIAL	387	BOOTS/JEANS	149.98			52.00.3.5200.180001
61511	4/23/2018	JOHN DEERE FINANCIAL	387	CARPET CLEANER	4.79			06.00.3.7000.265000
					901.80	*CHECK	TOTAL	
61512	4/23/2018	JONES COUNTY AUDITOR	293	FUNDING CONTIB WAP 15,	-			01.00.4.8001.380010
61513	4/23/2018	JONES COUNTY ENGINEE	245	MAR FUEL: PD	1,115.73		P	01.00.1.1111.330010
61513	4/23/2018	JONES COUNTY ENGINEE	245	MAR FUEL: FD	257.17			01.14.1.1114.330010
61513	4/23/2018	JONES COUNTY ENGINEE	245	MAR: FUEL WWTP	372.59			52.00.3.5200.330010
61513	4/23/2018	JONES COUNTY ENGINEE	245	MAR FUEL: WTR DEPT	178.70			51.00.3.5100.330010
61513	4/23/2018	JONES COUNTY ENGINEE	245	MAR FUEL: ST DEPT	2,431.72			06.00.3.7000.330010
					4,355.91	*CHECK	TOTAL	
61514	4/23/2018	JONES COUNTY ENVIRON	971	FOOD SVC LICENSE RENEW	67.50			01.44.2.4044.220070
61515	4/23/2018	JONES COUNTY SAFE &	5983	DIVERSITY TRAINING (X8)	80.00			01.00.1.1111.280010
61516	4/23/2018	JONES COUNTY SENIOR	4413	FY 18 CONTRIBUTION	3,900.00			01.00.4.8001.290000
61517	4/23/2018	JONES COUNTY SOLID W	296	4TH QTR FY 18 ASSES	4,872.62		12033	01.00.3.5400.236000
61518	4/23/2018	KIECK'S	299	UNIFORM	83.25		17-09-004	01.00.1.1111.180001
61519	4/23/2018	KIRKWOOD COMMUNITY C	77	REG CONF (WIMS/HERMAN)	270.00		24850	52.00.3.5200.280010
61520	4/23/2018	KLINGER PAINT COMPAN	301	BLDG PAINT	891.71		M0101195	52.00.3.5200.360020
61521	4/23/2018	KONICA MINOLTA BUSIN	5364	ADD'L COPY MAINT FEE YRLY	23.27		2511035316	01.00.4.8004.230070
61521	4/23/2018	KONICA MINOLTA BUSIN	5364	COPIER CONTRACT QTRLY	81.00		251134221	01.00.4.8004.230070
					104.27	*CHECK	TOTAL	
61522	4/23/2018	KONICA PREMIER FINAN	5907	COPIER CONTRACT	151.64		31719832	01.00.4.8004.230070
61523	4/23/2018	MATHESON TRI-GAS INC	5908	ARGON GAS TANK RENTAL	4.48		51289189	52.00.3.5200.320010
61523	4/23/2018	MATHESON TRI-GAS INC	5908	ARGON GAS TANK RENTAL	17.36		51300651	52.00.3.5200.320010
					21.84	*CHECK	TOTAL	
61524	4/23/2018	MCOTTO'S	3946	PIZZA - GIRLS BASKETBA	36.00			01.42.2.4042.320015
61525	4/23/2018	MEDIACOM	4769	APR: INTERNET SVS L	63.02			01.00.2.4001.270010
61525	4/23/2018	MEDIACOM	4769	APR: INTERNET SVS	63.02			51.00.3.5100.320020
61525	4/23/2018	MEDIACOM	4769	APR INTERNET SVS CH	129.95			01.00.4.8004.230054
					255.99	*CHECK	TOTAL	
61526	4/23/2018	MENARDS	3146	CULVERT /HYDRANT WE 1,	242.92		77185	51.00.3.5100.360001
61526	4/23/2018	MENARDS	3146	BOARDS-RPR BARRICADES	299.70		78548	06.00.3.7000.320100
61526	4/23/2018	MENARDS	3146	KITCHEN FAUCET	67.31		78966	01.43.2.4043.260000
					1,609.93	*CHECK	TOTAL	
61527	4/23/2018	MICHAEL TODD & CO.,	331	CUTTING EDGES ENDLR	1,391.27		160810	06.00.3.7000.260000
61528	4/23/2018	MJ ELECTRIC	0.07041	REF OVERPD BULK WTR BILL	234.00			51.00.3.5100.920000
61529	4/23/2018	MONKEYTOWN	694	OFFICE SUPPLIES	191.44		641647-1	01.00.4.8004.320020
61529	4/23/2018	MONKEYTOWN	694	OFC SUPP	19.24		641647-3	01.00.4.8004.320020
61529	4/23/2018	MONKEYTOWN	694	OFC SUPP	91.33		641884-1	01.00.1.1117.320020
					302.01	*CHECK	TOTAL	
61530	4/23/2018	MONTICELLO SPORTS	339	SOCCER TSHIRTS	1,026.00		40318-2	01.42.2.4042.320015
61531	4/23/2018	NORLIN/GREG	3478	APR: QUARRY LEASE	300.00			01.00.3.5400.237100
61532	4/23/2018	OVERHEAD DOOR COMPAN	4596	RPR ENTRY GATE WWTP	188.25		XW54918	52.00.3.5200.260000
61533	4/23/2018	PUSH PEDAL PULL	5070	RPR EQUIP	315.00		219417	01.43.2.4043.230052
61534	4/23/2018	QC ANALYTICAL SERVIC	5835	TESTING	706.57		1803089	52.00.3.5200.220070
61534	4/23/2018	QC ANALYTICAL SERVIC	5835	PURIFIED WTR FOR TSTG	130.00		1804022	52.00.3.5200.220070
61534	4/23/2018	QC ANALYTICAL SERVIC	5835	TESTING	296.00		1804026	52.00.3.5200.220070
61534	4/23/2018	QC ANALYTICAL SERVIC	5835	TESTING	1,358.00		184097	52.00.3.5200.220070
					2,490.57	*CHECK	TOTAL	
61535	4/23/2018	RADIO COMMUNICATIONS	40	RPR CAR BODY MIC	87.07		95012	01.00.1.1111.260000
61535	4/23/2018	RADIO COMMUNICATIONS	40	RPRGM RADIOS ADDED FR	200.00		95012	01.00.1.1111.260000
					287.07	*CHECK	TOTAL	
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	17.72		44665	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	PARTS MOWER	14.75		44708	06.00.3.7000.260000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	19.92		44725	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.68		44735	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	OIL FILTER MOWER	8.32		44741	06.00.3.7000.260000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	18.92		44774	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.68		44780	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	19.34		44819	52.00.3.5200.250000
61536	4/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.88		44827	52.00.3.5200.250000
					149.21	*CHECK	TOTAL	
61537	4/23/2018	RED'S SALES & SERVIC	364	SVC TRUCK 5	539.45		44512	01.14.1.1114.265000

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61538	4/23/2018	REECE ELECTRIC, INC	5817	RPR UPS & RPR DOOR OP	319.44	746	52.00.3.5200.260000
61539	4/23/2018	REED/BRIANNA	0.07042	REF: OVERPMT INCOME OF	49.00		01.00.4.8004.930000
61540	4/23/2018	RHINO INDUSTRIES INC	5981	BLEACH	436.50	1936	52.00.3.5200.320010
61540	4/23/2018	RHINO INDUSTRIES INC	5981	POLYMER BELT PRESS	1,278.00	1938	52.00.3.5200.320010
					1,714.50	*CHECK	TOTAL
61541	4/23/2018	RICKELS/JAMES	5849	WIPER BLADES	27.83		01.00.1.1111.265000
61542	4/23/2018	SANDSTROM/STEVE	4685	TUNE PIANO	112.00		01.43.2.4043.260000
61543	4/23/2018	SEAMER/BRADY	0.07043	REF OVERPMT 6000290001	49.87		51.00.3.5100.920000
61544	4/23/2018	SENSUS METERING SYST	99	ANNUAL SOFTWARE CONTR	974.97	ZA18005094	51.00.3.5100.260050
61544	4/23/2018	SENSUS METERING SYST	99	ANNUAL SOFTWARE CONTR	974.97	ZA18005094	52.00.3.5200.260050
					1,949.94	*CHECK	TOTAL
61545	4/23/2018	SHOVER/JEREMY	5968	DRILL/SET	340.19	D2798	06.00.3.7000.260000
61546	4/23/2018	SNYDER & ASSOCIATES	1036	ENG: PRETREATMENT ASP	1,362.88	115.0648.08.	52.00.3.5200.220020
61546	4/23/2018	SNYDER & ASSOCIATES	1036	ENG: 2ND ST LS IMPR	3,108.88	116.0518.08.	72.03.8.9052.220020
					4,471.76	*CHECK	TOTAL
61547	4/23/2018	STATE INDUSTRIAL PRO	5677	LIFT STATION CHEMICAL	234.00	900393593	52.00.3.5200.320000
61547	4/23/2018	STATE INDUSTRIAL PRO	5677	LIFT STATION CHEMICAL	234.00	900432959	52.00.3.5200.320000
61547	4/23/2018	STATE INDUSTRIAL PRO	5677	PIT RAIDER	286.31	900433935	52.00.3.5200.320000
61547	4/23/2018	STATE INDUSTRIAL PRO	5677	PIT RAIDER	287.03	900448162	52.00.3.5200.320000
					1,041.34	*CHECK	TOTAL
61548	4/23/2018	TRUCK COUNTRY	4430	HORN PARTS	25.97	X103360313:	06.00.3.7000.330020
61548	4/23/2018	TRUCK COUNTRY	4430	MUFFLER - PLOW TRUCK	347.40	X10336521:0	06.00.3.7000.330020
					373.37	*CHECK	TOTAL
61549	4/23/2018	U.S. CELLULAR	4002	SQUAD MODEMS	170.00		01.00.1.1111.230080
61550	4/23/2018	UNITY POINT HEALTH P	5821	EMPLOYEE PHYSICAL	141.00	710001535	01.00.2.4001.220060
61551	4/23/2018	USA BLUE BOOK	4565	AMONIA TEST STRIPS	68.08	513473	51.00.3.5100.320010
61551	4/23/2018	USA BLUE BOOK	4565	DROPPERS/GLOVES LAB	203.88	515205	52.00.3.5200.320010
					271.96	*CHECK	TOTAL
61552	4/23/2018	VONDERHAAR CONSTRUCT	5984	NEW SWR LINE	720.00	1048	52.00.3.5200.410020
61553	4/23/2018	WALMART COMMUNITY BR	398	SUPP	24.29	P	01.00.4.8004.320010
61553	4/23/2018	WALMART COMMUNITY BR	398	SUPP	244.07	P	01.43.2.4043.320070
61553	4/23/2018	WALMART COMMUNITY BR	398	OFC SUPP	125.69	P	01.00.4.8004.320020
61553	4/23/2018	WALMART COMMUNITY BR	398	SUPP	204.68	P	52.00.3.5200.320010
61553	4/23/2018	WALMART COMMUNITY BR	398	SUPP	600.43	P	01.42.2.4042.320015
61553	4/23/2018	WALMART COMMUNITY BR	398	SUPP RECEPTION CITY AD	73.97		01.00.4.8001.380010
61553	4/23/2018	WALMART COMMUNITY BR	398	COMPUTER SUPP	28.76		01.00.4.8004.320030
61553	4/23/2018	WALMART COMMUNITY BR	398	FLASH DRIVES	19.97		01.00.1.1111.310000
					1,321.86	*CHECK	TOTAL
61554	4/23/2018	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	320.00	1866	01.00.3.5400.237000
61554	4/23/2018	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	40.00	1866	01.14.1.1114.268000
61554	4/23/2018	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	40.00	1866	52.00.3.5200.220000
					400.00	*CHECK	TOTAL
61555	4/23/2018	WATER SOLUTIONS UNLI	4987	PHOSPHATE/LMI REPAIR KIT	1,445.13	44122/43904	51.00.3.5100.260050
61556	4/23/2018	WAYNE HALL CHRYSLER	144	RPR 05 DODGE TRK	438.57	97828	52.00.3.5200.265000
61557	4/23/2018	WELAND CLINCAL LABS	5476	DRUG SCREENING	204.00	201803	01.00.1.1111.350000
				<b>TOTAL</b>	<b>185,531.36</b>		



**RESOLUTION NO. 2018-\_\_**

***RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING FOR  
AMENDING THE CURRENT CITY BUDGET FOR FISCAL YEAR 2017-18***

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
ANAMOSA, IOWA***, that the City of Anamosa City Council does hereby set the date of May 29<sup>th</sup>, 2018 and the time of 6:00 p.m. for the public hearing on amending the Fiscal Year 2017-18 Budget. The hearing shall be held in the Council Chambers at the Anamosa City Hall, Anamosa, Iowa.

***PASSED AND APPROVED*** this 23<sup>rd</sup> day of April, 2018.

***APPROVAL BY MAYOR***

I hereby approve the foregoing Resolution No. 2018-\_\_ by affixing below my official signature as Mayor of the City of Anamosa, Iowa, this 23<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Mayor Dale Barnes

ATTEST:

\_\_\_\_\_  
Tammy Coons, City Clerk



## **City of Anamosa**

107 South Ford Street  
Anamosa, Iowa 52205  
Jacob Sheridan, City Administrator  
(319)462-6055, Ext 304 Fax (319)462-6081  
Email: [anamosaca@mchsi.com](mailto:anamosaca@mchsi.com)

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04-23-18

### City Administrator's Report

- ❖ Chief of Police Search
- ❖ Walworth Avenue Sidewalk
- ❖ Cemetery Rules