

MONDAY

-- JULY 23, 2018 --

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

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ANAMOSA IOWA, WILL MEET AT THE CITY HALL COUNCIL CHAMBERS, ANAMOSA, IOWA, REGULAR SESSION AT 6:00 P.M. ON MONDAY THE 23rd DAY OF JULY, 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) July 9, 2018 – Regular Council Meeting**
- 4.0) PUBLIC HEARINGS: NONE**
- 5.0) PRESENTATION(S):**
 - 5.1) ENERGY CONSULTANTS GROUP LLC – JASON C. GIDEON – REAGARDING SOLAR ENERGY POWER.**
 - 5.2) UTILITY SERVICE PARTNERS, INC. – ASHLEY SHIWARSKI- REGARDING. UTILITY SERVICE WARRANTY PROGRAM FOR RESIDENTS.**
- 6.0) PROCLAMATIONS: NONE**

COUNCIL ACTION ITEMS

- 7.0) COMMUNITY BETTERMENT:**
 - 7.1) DISCUSSION AND POSSIBLE ACTION ON THE APPOINTMENT OF DEREK MARLOWE TO THE ANAMOSA LIBRARY BOARD OF TRUSTEES.**
 - 7.2) DISCUSSION AND POSSIBLE ACTION ON UTILITY SERVICE LINE WARRANTY PROGRAM MARKETING AGREEMENT.**
 - 7.3) DISCUSSION AND POSSIBLE ACTION ON PROPOSAL RECEIVED FROM MIKE DEUTMEYER, WEBER STONE CO. REGARDING THE OLD HOSPITAL PROPERTY LOCATED AT 104 BROADWAY PLACE.**
 - 7.4) DISCUSSION AND POSSIBLE ACTION ON MEMORANDUM OF AGREEMENT – JIM MCDONOUGH PRODUCTIONS, INC.**

8.0) PUBLIC SAFETY:

- 8.1) MOTION TO APPROVE THE RENEWAL OF BEER AND LIQUOR LICENSES:
A.) RENEWAL OF CLASS B WINE PERMIT, CLASS C LIQUOR LICENSE,
OUTDOOR SERVICE WITH SUNDAY SALES PRIVILEGES – AMERICINN
LODGE AND SUITES.

9.0) PUBLIC WORKS:

- 9.1) DISCUSSION AND POSSIBLE ACTION ON ENGINEERING SERVICES AGREEMENT
FOR PHOSPHORUS REMOVAL WWTP PROJECT (NUTRIENT REDUCTION).

10.0) FINANCE:

- 10.1) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** APPROVING THE
TRANSFER OF FULL TIME WATER OPERATOR TRAINEE TO STREETS
DEPARTMENT AND SETTING SALARY FOR FISCAL YEAR ENDING JUNE 30, 2019.
ROLL VOTE.
- 10.2) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** APPROVING THE HIRING
OF FULL TIME WATER OPERATOR II EMPLOYEE AND SETTING SALARY
FOR FISCAL YEAR ENDING JUNE 30, 2019. **ROLL VOTE.**
- 10.3) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** APPROVING THE HIRING
AND SETTING SALARY OF SEASONAL PART TIME EMPLOYEE FOR THE
ANAMOSA AQUA COURT FOR THE CURRENT SEASON. **ROLL VOTE.**
- 10.4) DISCUSSION AND POSSIBLE ACTION ON PAY REQUEST NO. 7 IN THE AMOUNT
OF \$38,332.50 TO BOOMERANG (FORMERLY RICKLEFS EXCAVATING, LTD) FOR
THE 2ND STREET LIFT STATION IMPROVEMENTS PROJECT.
- 10.5) DISCUSSION AND POSSIBLE ACTION ON THE PAYMENT OF BILLS FOR THE
MONTH OF JULY, 2018.

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

The City Council of the City of Anamosa met in Regular Session this July 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; Tammy Coons, City Clerk; Jeremiah Hoyt, Police Chief; Rebecca Vernon, Library Director and Dan Smith, Wastewater Superintendent. Guests Present Addressing the Council: Terry Swick, Swick Cable Contractors; Mike Dearborn, 405 N. Division St.; Tom Durgin; and Dick Dearborn, 600 N. Williams St. 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 Rod Smith, second by Crump to approve the minutes of the June 25, 2018 Regular Council meeting. All Ayes. Motion Carried.

PUBLIC HEARINGS: NONE

COMMUNITY BETTERMENT:

Library Board Re-Appointments

Motion by Crump, second by Shaffer to approve the re-appointments of Dennis Owen and Dale Condry, Jr. to the Anamosa Library Board of Trustees. All Ayes. Motion Carried.

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

Jacob Sheridan stated that this is the next step in the process to move forward with intent to provide economic development support for the property located at 106 E. Main Street.

Motion by Weimer, second by Kay Smith to approve **Resolution 2018-24** Setting Date for Public Hearing on Urban Renewal Plan Amendment. Roll Vote. All Ayes. Motion Carried.

Wyoming Mutual Telephone Company Fiber Project to Cell Towers

Jacob reviewed the proposal from Wyoming Mutual Telephone Company to install fiber to and between cell towers in Anamosa located by Theisen's and Fareway. He is requesting approval from the Council to the terms of the excavation permit they will be submitting which will include a \$5,000 bond and insurance coverage.

Motion by Weimer, second by Shaffer to approve the submission of the excavation permit with a \$5,000 bond amount and insurance coverage from Wyoming Mutual Telephone Company to install fiber to cell towers in Anamosa.

Terry Swick, Swick Cable Contractors addressed the Council answering questions regarding the location and size of the boxes and the depth (24" – 40" deep) and size of the conduit (1.25"). He also clarified that this install is for end users of two cell phone companies. All Ayes. Motion Carried.

PUBLIC SAFETY: NONE

PUBLIC WORKS: NONE

FINANCE:

Resolution Approving the Hiring of Full Time Wastewater Operator II Employee and Setting Salary for Fiscal Year Ending June 30, 2019

Motion by Crump, second by Shaffer to approve **Resolution 2018-25** Approving the hiring of Full Time Wastewater Operator II Employee and Setting Salary for Fiscal Year Ending June 30, 2019. Discussion followed. Roll Vote. All Ayes. Motion Carried.

Resolution Approving the Hiring of Full Time Water Operator II Employee and Setting Salary for Fiscal Year Ending June 30, 2019

Motion by Weimer, second by Crump to approve **Resolution** Approving the Hiring of Full Time Water Operator II Employee and Setting Salary for Fiscal Year Ending June 30, 2019.

Mike Dearborn, 405 N. Division St. addressed the Council questioning what open position this was for. Jacob stated that there will be internal movement between departments. Mike questioned if the water position or the potential “new” position will be advertised or posted for the public. Jacob reviewed the circumstances surrounding the potential shift of employees and the current hirings. Jacob stated he is recommending approval of these hires. Mike questioned what the City’s previous process and procedure was for posting these open or new positions and he suggested following the past practices on posting of job openings. Discussion followed. Tammy stated that to her knowledge the City is required by the Civil Section of the Iowa Code to, at the minimum post job openings for a minimum of 10 days. More discussion followed.

Weimer withdrew her motion and Crump withdrew his second to the motion.

CITY ADMINISTRATOR’S REPORT:

Jacob reported on the following:

- The situation of the purchase of the new police vehicle as budgeted for this fiscal year as related to the new resolution regarding the payment of claims prior to Council review.
- Police Officer Michelle Gehl has submitted her resignation as she has taken a job with the Jones County Sheriff’s Department. They will be posting for this job opening.
- The new Children’s Librarian is Veronica Broesbeck.
- The “Ride It Like You Stole It” bike event went pretty well overall and they are looking at some things to revamp with the event to make improvements.
- July 15th is the “Anamosa Day” at the Kernels Game.
- The Anamosa Library will also be hosting an event entitled “Dessert with Eleanor Roosevelt” the same day, July 15th.
- The week of July 16th the Street Projects will be starting.
- He will be attending the annual IACMA conference this week July 11 – 13th.

MAYOR AND COUNCIL:

Machart, Landfill – Reported that they are still looking at adding LED lighting.

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

Tom Durgin addressed the Council asking when the barricades got picked up and when they were put up. He thought they were set up on Thursday and he questioned the blocking of parking spaces for viable open businesses. Jacob stated he will follow up on this. Tom also questioned a comment that it cost the City \$3,000 to help with the bike event on Saturday. Jacob stated that the actual cost is not known at this time. Discussion followed.

Dick Dearborn, 600 N. Williams St. addressed the Council suggesting once again that the City look into to tax abatement for the possible demolition of older dilapidated buildings in Anamosa. He also stated that there have been a lot of great events in Anamosa and suggested that the City do more promotion of the community. Dick suggested possibly using an outside source to do some advertising using hotel/motel tax funds. Discussion followed. Crump explained that the Jones County Tourism receives hotel/motel tax money from the City and they do a lot advertising for not only Anamosa but all of Jones County.

Adjournment

Motion by Crump, second by Rod Smith to adjourn at 6:41 p.m. All Ayes. Motion Carried.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk



Jacob Sheridan <jacob.sheridan@anamosa-ia.org>

FW: agenda

1 message

Tammy Coons <tcoons@mchsi.com>

Tue, Jun 19, 2018 at 1:54 PM

To: Jacob Sheridan <jacob.sheridan@anamosa-ia.org>

FYI

Tammy Coons

City Clerk

City of Anamosa

Population 5,533

From: Jason Gideon [mailto:Jason@ecgllp.com]**Sent:** Tuesday, June 19, 2018 10:19 AM**To:** tcoons@mchsi.com**Subject:** agenda

Tammy, I was hoping I could be added to the next meeting's agenda to briefly outline some opportunities for us to save the city a fair amount over operating overhead cost by deploying solar like we have done for other government agencies. This would not cost the city any money upfront, and save money from the start. Thanks!

Iowa's Premier Solar Provider

Energy Consultants Group, LLC

Jason C. Gideon, President

Office: 9635 230th Ave Anamosa, Ia 52205Shop: 9663 230th Ave Anamosa, Ia 52205

319-462-5600 PBX/FAX

319-481-9635 CELL

NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities and utilities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 500)

Phoenix, AZ

Ottawa, KS

Independence, MO

Tucson, AZ

Elsmere, KY

Las Vegas, NV

San Diego, CA

Baltimore, MD

Dayton, OH

Ft. Lauderdale, FL

Beverly Hills, MI

Tulsa, OK

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to City/Public Works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure quality service
- Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind – with one toll-free call a reputable plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars
- No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



BBB Torch Award for Marketplace Ethics
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®

- Accredited Better Business Bureau member with A+ rating for nearly a decade
- 2013 Western Pennsylvania Better Business Bureau Torch Award winner for Marketplace Ethics

- The **only** utility line warranty program endorsed by the National League of Cities
- **More than 97%** of all submitted claims are approved
- **A customer satisfaction rating of 98%**
- **9 of 10 customers surveyed** have recommended the program to friends, family and neighbors

Learn more about the program at www.utilitysp.net or call 1-866-974-4801.

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Anamosa, Iowa ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City;
ATTN: Jacob Sheridan
City of Anamosa
107 S Ford St
Anamosa, IA 52205
Phone: (319) 462-6055

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Iowa. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF ANAMOSA

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Anamosa
Term Sheet
March 28, 2018

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$6.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the main to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

CITY OF ANAMOSA
BOARD/COMMISSION CONSIDERATION REQUEST

BOARD/COMMISSION
NAME: _____

Library Board

NAME: _____

Derek Marlowe

ADDRESS: _____

904 E 2nd St. Anamosa Ia 52205

PHONE NUMBER: _____

319 640 9233

BRIEF BIOGRAPHY (Please give us some background information about yourself including employment, areas of interest, why this committee is of interest to you, how long you have lived in Anamosa, etc.)

I moved to Anamosa when I was five in 1988. I remember as a child going to the library at its old location, and going into the basement children section in amazement every time. I grew up here in Anamosa but moved to Vinton after my sophomore year. My wife and I made the decision to move back as this is the perfect place to raise our children. We have two children, Sam, 5, will start kindergarten this fall and Lily, 1 1/2, is our little tyke. I work Insurance Claims for Toyota Financial Services. I'd like to join the Library Board because the positive impact the library has on our town is amazing. I think being a young father, I believe I can provide valuable insight as part of the board.

I would like to start by introducing myself; I am Mike Deutmeyer with Weber Stone Co. located in Stone City.

I am interested in the property located at 104 Broadway PL in Anamosa. This property was at one time the Anamosa Hospital, more recently it belonged to Community Care Inc. As you all know the City of Anamosa owns the property at the present time.

I have taken some time the last two weeks to gather up some proposals to repair and abate some of the problems associated with this property. Let's start with the flat roof area (8700 sf) on the hospital. I reached out to a company located in Manchester, IA to quote this portion of repair. To get the roof repaired with a R24 insulation rating it would cost \$46,500.00, this is a complete tear off and replace on that portion of the building. I also received pricing on a gable style roof for the 8700sf; material was \$56,230.00 with an installation price of \$4.00/sf. totaling \$91,030.00

Asbestos Abatement per the 2014 report was quoted at \$44,000.00 plus \$150.00 per window, at the current time I have not counted all the windows in the building, I do know there are over one hundred windows putting a minimum cost of \$15,000.00 for the window abatement.

There is black mold throughout the structure, this was quoted as mold remediation and that cost was \$170,000.00

Other costs to bring the building back on line would be the utilities. As we know the building was without power during the winter months leading to broken water pipes throughout the building. The boiler system was also exposed to the freezing temperatures damaging this system. The electrical in the 8700sf area that is affected by the roof leaking will also have to be carefully looked at, currently there are light fixtures hanging by electrical wires throughout this area. I do not have any projected costs for any of these repairs as I do not know the extent of the damage.

There also has been much vandalism to the building (windows, doors, walls etc....) all will need repair to secure the building.

As for the building on the north side of the hospital I received quotes for roof repair, asbestos abatement and mold remediation. Roof repair \$9,000.00, Asbestos abatement \$12,000.00, Mold remediation \$8,400.00

Again this building has had no heat during the winter months there will be considerable repairs needed prior to the utilities being turned on.

The very first question from anyone that I have talked to is "What are your plans for the property". Let's start with the exterior of the building; it needs a roof first, then the broken windows and doors, this is just to seal up the building so the interior can be dried out and dehumidified. The grounds have been neglected for years, everything from mowing, weed trimming, tree pruning needs addressed as so it not be such an eye sore for the neighbors.

Getting electricity to the property would be a top priority; security lighting and cameras would help considerably with the vandalism.

Of course there are the repairs needed on the interior caused by the roof leaking for the last four years. This is above the quoted asbestos abatement and mold remediation.

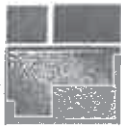
This is a sound structure in dire need of repair. It will take considerable time and money to get it back to a usable building. In the long run what are my plans for the property...to get it to a point that any business or businesses would find this to be an acceptable property for them to use on a daily basis and to relocate that business to Anamosa.

The property has been part of Anamosa since 1966; Weber Stone Co. has been there from the start, from the crushed stone subbase material to the stone cladding used in the construction of the hospital. Now fifty two years later it is my feeling that Weber Stone Co. can resurrect this once pristine property to a useable state again, to benefit all of Anamosa!

Thanks you for your time and consideration on this subject.

Mike Deutmeyer

Weber Stone Co.



ECCO Midwest, Inc.

2939 Enterprise Avenue, Suite B Hastings, MN 55033-4145 | Phone: 651-788-9556 | Fax: 651-788-9562 | eccomidwest.com

July 12, 2018

Mike Deutmeyer
Weber Stone Company
12791 Stone City Road X28
Anamosa, Iowa 52205

Re: Old Anamosa Hospital
104 Broadway Place
Anamosa, Iowa 52205

Mike,

Asbestos and Mold Pricing of Old Hospital:

Asbestos Pricing

Abatement of asbestos containing items listed in October 2014 report - \$44,000.00
(excluding windows).

Window abatement - unit cost per window opening - \$150.00

Allow 3 weeks to complete.
2 week notification to the State of Iowa will be required.
OSHA air monitoring included.

Mold Remediation Pricing

This will require extensive demo of walls, ceilings and most floor coverings to remediate the mold in East wing all levels.

North wing has less mold damage but still will require some demo of walls, ceilings and floor coverings. Items not demoed will need extensive cleaning.

Note - If building is not climate controlled after mold remediation is done mold will regrow very quickly.

Cost of mold remediation - \$170,000.00

Neonatal Annex Building:

Asbestos Abatement - \$12,000.00
Mold Remediation - \$ 8,400.00

If power and water supplied by ECCO Midwest - \$5,300.00

Thanks,


Jeff Dahl

PROPOSAL

July 5, 2018

To: Mike Deutmeyer
Weber Stone Company
12791 Stone City Road X-28
Anamosa, Iowa 52205

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Subject: Remove existing EPDM Roof System & install new Firestone 60mil. Adhered EPDM Roof System, on the old hospital, Anamosa Iowa.

Roof Quote Includes: (Approx. 8,700 sq. ft.)

1. Remove existing EPDM Roof System & ISO Insulation.

Install new 2x4 wood nailers on the perimeter of the roof to match the height of the new insulation.

2. Mechanically fasten 1-layer of 2" flat ISO Insulation (R-12) to the existing metal deck with heavy duty deck screws & 3" insulation plates.

Sump the ISO Insulation around all roof drains. (Damaged roof drains are to be replaced by the owners plumber, if needed.)

3. Fully adhere the Firestone 60mil. EPDM to the ISO Insulation per mfg. specifications.
4. All accessories for the installation of the EPDM Roof System.

Install (6) roof vents.

5. Fabricate & install Firestone 24ga. Una-Clad Steel Roof Edge/Clips & Counter Flashings.
(Color Optional)

6. All debris to be cleaned up & hauled to the landfill. (Owner will furnish the dump trucks.)

7. Firestone 20yr. Labor/Material Warranty.

8. City Permits to be furnished by the Owner if required.

9. Applicable sales tax is included.

10. Payment due upon completion.

TOTAL CONTRACT: \$ 38,700.00

Alternate: Install 4" of ISO Insulation (R-24) in lieu of the 2" ISO Insulation, (ADD)

\$ 7,800.00 to the Total Contract listed above.

All of the above work to be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material & labor will only be executed upon

PROPOSAL

July 5, 2018

Mike Deutmeyer
Weber Stone Company
12791 Stone City Road X-28
Anamosa, Iowa 52205

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Subject: Remove existing shingles & install new on the house located behind the old Anamosa Hospital, Anamosa Iowa.

Roof Quote Includes:

1. Remove existing shingles down to the wood decking, haul to the landfill.
2. Install Ice & Water Shield on the roof edge & 15# roof felt on the remainder of the roof.
3. Install new style D-Roof Edge. (Color Optional)
4. Install GAF Timberline HD 30yr. Shingles. (Color Optional)
5. GAF Warranty.
6. Applicable tax is included.
7. City permits to be furnished by Owner if required.
8. Payment due upon completion.

TOTAL CONTRACT: \$ 9,400.00

*** Any water damaged plywood will be replaced time + material and will be approved by the Owners representative.**

All of the above work to be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material& labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. The Contractor agrees to carry Workman's Compensation and Public Liability Insurance, also to pay all Sales Taxes, and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the state in which this work is performed.

Phone: 563-927-2882

Lynch Roofing & Siding, Inc.

MEMORANDUM OF AGREEMENT



ARTIST: International Steinway Artist, Jim McDonough & His Orchestra & Singers

SHOW: "Holiday Grande 2018"

ARTIST MANAGEMENT: Jim McDonough Productions, Inc.

P.O. Box 107

Monticello, IA 52310-0107

OFFICE PHONE: (800) 375-7095

ADMINISTRATIVE ASSISTANT: Susan Bohlken (800) 375-7095

SHOW DIRECTOR / COORDINATOR: Michelle Philgreen (563) 920-1677

SHOW DATE: Saturday, December 1, 2018

SHOW TIME: 7:00 p.m.

VENUE: Ellen Kennedy Fine Arts Center

ADDRESS: 209 Sadie Street

CITY, STATE, ZIP: Anamosa, IA 52205

PRESENTER: Anamosa Parks and Recreation Department

CONTACT NAME: Tyler Laing, Director, Anamosa Parks and Recreation Department

DIRECT PHONE: o: (319) 462-6181 / c:

The PRESENTING VENUE ("PRESENTER") agrees to present ARTIST in concert on the above noted date and time.

PRESENTER shall compensate ARTIST at the rate of \$12,500. A non-refundable deposit of 20% (\$2,500) is due upon execution of this agreement. The balance of \$10,000 is due, in person, upon completion of the concert. In both cases, payment shall be in the form of a check payable to Jim McDonough Productions, Inc.

PRESENTER shall provide the performance venue, and shall provide ushers and other front-of-house staffing.

PRESENTER shall provide items requested in a Technical Rider attached hereto which, once executed, becomes part of this agreement. This agreement is not binding until all riders have been initialed by the PRESENTER and ARTIST.

ARTIST shall present the best possible performance for PRESENTER on the date, time and place noted above, and for the compensation noted.

ARTIST shall provide all the performance personnel (on-stage talent) and perform in appropriate concert attire, provide all necessary instruments, stage props, special stage equipment, except as required to be provided by PRESENTER in the attached Technical Rider.

ARTIST shall present a program which will consist roughly of two equal halves of at least 45 minutes each, plus intermission of approximately 15 minutes. Run time (including intermission) is typically 120-135 minutes.

ARTIST agrees to make every effort to have all setup and sound check procedures finished 30 minutes before curtain time.

ARTIST shall be responsible for compensating all on-stage talent, including transportation, housing and food, except as noted on the attached Technical Rider.

ARTIST shall, upon request by PRESENTER, provide full press materials once available.

PRESENTER shall be responsible for all advertising, promotion, and ticketing for the event.

PRESENTER shall, upon request by ARTIST, provide a maximum of six complimentary tickets.

PRESENTER shall not advertise an adult ticket priced lower than \$35.00 if utilizing one-zone pricing; and no lower than \$29.00 if utilizing multi-zone pricing.

ARTIST shall use their best efforts in performing the above noted concert, and fostering goodwill for PRESENTER.

ARTIST shall hold harmless PRESENTER from any and all liability for damages to person or property occurring en route to, from or during the above noted performance for PRESENTER, which is proximately caused by ARTIST.

INSURANCE: Upon request, ARTIST shall provide PRESENTER with proof of commercial liability insurance. If PRESENTER wishes to be named as an "additionally insured" party, this request shall be made at least two weeks in advance of the event.

FORCE MAJEURE: Neither ARTIST nor PRESENTER shall be liable to the other for any failure or delay of the above noted performance caused by illness or injury to ARTIST, illness or death of an immediate family member of ARTIST, interruption or delay of transportation services, acts or regulations of public authorities, pandemics, labor disputes or strikes, failure of visa, or acts of God. In the event that the above noted performance is canceled due to one or more of the foregoing reasons, then ARTIST and PRESENTER shall use their best efforts to reschedule the cancelled performance at a mutually agreeable date and for under the same terms as defined herein.

INDEPENDENT CONTRACTOR: ARTIST (FEIN# 14-1890145) is engaged by PRESENTER as an independent contractor, and no employee/employer relationship is created. No partnership or joint venture is formed by this engagement.

ENTIRE AGREEMENT: This Memorandum of Agreement constitutes the entire understanding of the parties and supersedes all prior proposals, negotiations, communications, arrangements and/or understandings, whether written or oral.

ASSIGNMENT: This Memorandum of Agreement may not be assigned or transferred without written consent of both parties.

ARBITRATION: This Memorandum of Agreement shall be governed by the laws of The State of Iowa, whose courts shall have jurisdiction over it and its parties.

PRESENTER Signature DATE
Anamosa Parks and Recreation Department

 6/25/18

James W. McDonough, Pres. DATE
Jim McDonough Productions, Inc.

PRESENTER (Print)

CONTRACT ADDENDUM FOR PIANO



ARTIST: International Steinway Artist, Jim McDonough & His Orchestra & Singers

SHOW: "Holiday Grande 2018"

ARTIST MANAGEMENT: Jim McDonough Productions, Inc.

P.O. Box 107

Monticello, IA 52310-0107

OFFICE PHONE: (800) 375-7095

ADMINISTRATIVE ASSISTANT: Susan Bohlken (800) 375-7095

SHOW DIRECTOR / COORDINATOR: Michelle Philgreen (563) 920-1677

SHOW DATE: Saturday, December 1, 2018

SHOW TIME: 7:00 p.m.

VENUE: Ellen Kennedy Fine Arts Center

ADDRESS: 209 Sadie Street

CITY, STATE, ZIP: Anamosa, IA 52205

PRESENTER: Anamosa Parks and Recreation Department

CONTACT NAME: Tyler Laing, Director, Anamosa Parks and Recreation Department

DIRECT PHONE: o: (319) 462-6181 / c:

- 1) Jim McDonough is a Steinway Artist and as such requires a Steinway & Sons concert grand piano, with matching adjustable bench, in excellent performance and cosmetic condition, serviced by a Steinway-recommended Technician.
- 2) The piano should be tuned to standard pitch on location the day of the engagement. It is essential that the piano be in tune and must remain in a moderate and stable environment with regard to temperature and humidity. ARTIST reserves the right to request another tuning should tuning issues arise. Should a second tuning be necessary, tuning must begin and end before doors to the hall open.

ARTIST agrees to make the necessary arrangements to provide a Steinway concert grand piano, and shall be responsible for the rental, cartage and insurance charges and requirements. Delivery will be made at some point during the week prior to the event, and pick up will take place at some point during the week after the event. Both dates will be scheduled with the PRESENTER, who shall be on site to allow delivery personnel access to the venue.

ARTIST also agrees to provide a qualified piano technician to complete a tuning on the day of the event.

In exchange, PRESENTER shall compensate ARTIST \$1,500. Payment shall be in the form of a check payable to Jim McDonough Productions, Inc., and delivered in person, upon completion of the concert, at the same time the final payment is made for the concert presentation.

PRESENTER Signature

DATE

James W. McDonough, Pres.

DATE

Jim McDonough Productions, Inc.

PRESENTER (Print)

Note to Presenter: Please provide the contact information of the individual at the performance venue who will be available to accept delivery, etc.

Contact name, Title

Phone

Email Address

TECHNICAL RIDER



ARRIVAL:

Representatives of Jim McDonough Productions, Inc. shall have access to the venue beginning no later than 8:00 a.m. on the day of the show, with a time to be mutually agreeable, in advance, between PRESENTER and the ARTIST'S Production Representative(s).

GENERAL:

ARTIST'S Representatives shall work in conjunction with PRESENTER'S (or VENUE'S) Staff; both in advance and on the day of the show; to ensure that all technical needs are understood and communicated. Those needs include, but are not limited to the following:

LOBBY AND FRONT OF HOUSE:

- 1) PRESENTER shall provide, as applicable; tickets and ticketing personnel, ushers, and house manager.
- 2) PRESENTER shall provide ARTIST'S Lobby Representatives 4 (FOUR) eight-foot tables, undraped, and provide one electrical access to them.
- 3) PRESENTER shall provide ARTIST'S Lobby Representatives 1 (ONE) pub-height table, for use by ARTIST during post-show lobby meet-and-greet.
- 4) ARTIST may sell merchandise (CDs, etc.) in the lobby before the performance, during intermission, and after the performance.
- 5) ARTIST shall retain 100% of the money from sales of their own merchandise, provided ARTIST'S lobby representatives provide labor for sales. ARTIST shall be responsible for paying all applicable sales taxes.
- 6) PRESENTER may likewise conduct catering sales during the engagement, provided that it does not interfere with the presentation.
- 7) PRESENTER shall retain 100% of the money from sales of their own merchandise.
- 8) PRESENTER may print and insert information into the ARTIST-provided printed program. This insert may contain information specific to the presentation, such as sponsors, thank you's, etc.

LIGHTING:

- 1) ARTIST'S Technical Director shall work in conjunction with PRESENTER'S Technical Staff; in advance and on the day of the show; to achieve the desired effect, utilizing in-house fixtures and labor.
- 2) PRESENTER shall provide equipment in its possession and readily available for use, as determined by the PRESENTER'S staff.
- 3) PRESENTER shall provide a minimum of one, preferably two, follow spotlights with operators who are in communication with Light Board Operator.
- 4) ARTIST shall provide PRESENTER with final lighting needs at least two weeks prior to the performance.
- 5) PRESENTER shall complete pre-hang and other preliminary set-up, as mutually agreeable, prior to the arrival of ARTIST'S Representatives.

SOUND SYSTEM:

- 1) ARTIST shall provide two sound engineers, who will work in advance with the PRESENTER'S Technical Staff to ensure that any sound reinforcement needs are met.
- 2) PRESENTER shall provide equipment in its possession and readily available for use, as determined by the PRESENTER'S staff.
- 3) ARTIST shall provide PRESENTER with final sound needs at least two weeks prior to the performance.

STAGE:

- 1) Stage dimensions shall be a minimum of 35' (proscenium opening width) x 24' (depth from back wall to main drape.)
- 2) PRESENTER shall also furnish the following miscellaneous items:
 - a) 20 (TWENTY) black music stands.
 - b) A black-draped small quick-change area, located on stage right.
- 3) ARTIST shall provide PRESENTER with final staging needs at least two weeks prior to the performance.

LABOR:

- 1) In addition to the labor indicated above (Technical Director, House Manager, Ushers, Ticketing Personnel, etc.), PRESENTER shall provide suitable stage labor for load-in, operation of performance, and load-out. Generally four stage hands is adequate, but final number shall be mutually agreeable between PRESENTER and ARTIST, based on specific needs of the show, at least two weeks prior to the performance.

INSTRUMENTS:

- 1) PIANO: See "Contract Addendum for Piano"
- 2) MISCELLANEOUS: Miscellaneous instruments (i.e. large percussion, etc.), which are in the possession of PRESENTER, may be requested by ARTIST, at least two weeks prior to the performance.


OTHER:

- 1) PRESENTER shall provide access to all dressing rooms, green room, etc., all of which shall be in clean, sanitary and fully-functioning condition.
- 2) PRESENTER shall provide 2 cases of bottled water back stage.

ACCEPTED:

PRESENTER INITIALS, DATE _____

ARTIST INITIALS, DATE _____

 6/25/18

Applicant License Application (LC0043756)

Name of Applicant: <u>PKS HOSPITALITY GROUP, INC</u>		
Name of Business (DBA): <u>AMERICINN LODGE AND SUITES</u>		
Address of Premises: <u>101 HARLEY AVE</u>		
City <u>Anamosa</u>	County: <u>Jones</u>	Zip: <u>52205</u>
Business <u>(319) 462-4119</u>		
Mailing <u>101 HARLEY AVE</u>		
City <u>Anamosa</u>	State <u>IA</u>	Zip: <u>52205</u>

Contact Person

Name <u>Happy Kaur</u>	
Phone: <u>(214) 240-8073</u>	Email <u>hpreet19@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/31/2018

Expiration Date: 08/30/2019

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

JASWINDER SINGH

First Name: <u>JASWINDER</u>	Last Name: <u>SINGH</u>	
City: <u>MOLINE</u>	State: <u>Illinois</u>	Zip: <u>61265</u>
Position: <u>PRESIDENT</u>		
% of Ownership: <u>33.33%</u>	U.S. Citizen: <u>Yes</u>	

MALKIAT SINGH

First Name: <u>MALKIAT</u>	Last Name: <u>SINGH</u>	
City: <u>AMANA</u>	State: <u>Iowa</u>	Zip: <u>52203</u>
Position: <u>VICE PRESIDENT</u>		
% of Ownership: <u>33.33%</u>	U.S. Citizen: <u>No</u>	

HARPREET KAUR

First Name: <u>HARPREET</u>	Last Name: <u>KAUR</u>
------------------------------------	-------------------------------

City: BURLINGTON

State: Iowa

Zip: 52601

Position: SECRETARY

% of Ownership: 33.33%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: IMT Insurance Co

Policy Effective Date: 08/31/2018

Policy Expiration 08/31/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

EXHIBIT A
SCOPE OF SERVICES**WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL**
ANAMOSA, IA

CLIENT: CITY OF ANAMOSA
107 SOUTH FORD STREET
ANAMOSA, IA 52205
JACOB SHERIDAN, CITY ADMINISTRATOR

ENGINEER: SNYDER & ASSOCIATES, INC.
5005 BOWLING STREET SW, SUITE A
CEDAR RAPIDS, IA 52404

PROJECT: WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL

DATE: JULY 23, 2018

SCOPE OF SERVICES:**I. GENERAL**

- A. An upgrade to the existing continuously discharged activated sludge extended aeration (Aero-Mod) wastewater treatment facility. The improvements shall be designed to meet the requirements of the December 1, 2014 issued NPDES permit and the Nutrient Reduction Strategy Feasibility Report that was submitted to DNR in December 2016 and approved on September 7, 2017.
- B. The improvements include concrete tankage, mixers, yard piping and controls work to optimize plant performance to provide phosphorus reduction as outlined in the Nutrient Reduction Strategy Feasibility Report dated December 2016.

II. Engineering Services

Snyder & Associates shall prepare documents for Design and Bid Services, which includes the following:

A. DESIGN SERVICES

- a. Preliminary Survey – The Engineer shall perform the necessary preliminary surveys within the limits of the predetermined alignments, including location and elevation of existing surface features and to locate, where possible, unground utilities from existing records and field locates by the utility companies as made available.
- b. Plans, Specifications and Contract Documents – The Engineer shall prepare design criteria, plans, specifications and contract documents for the project and shall furnish copies of these documents to the City for review and approval. The comments and review recommendations

will then be incorporated into the final plans and specifications. Plans, specifications, and contract documents will be prepared for a single construction contract.

- c. Iowa DNR Construction Permits – The Engineer will complete and submit the applications for the construction permits with all the pertinent information. The Permit application will be revised as necessary to meet the requirements of the DNR. Permit fees and publication costs shall be paid by the City.
- d. Opinion of Probable Cost – The Engineer shall prepare an opinion of probable construction cost for the project based upon the design developed. Opinions of probable construction costs prepared by the Engineer represent the best judgement as a design professional familiar with the construction industry. The Engineer does not guarantee that the actual costs will not vary from the cost estimate prepared by the Engineer.
- e. During the Design Phase of the project, the Engineer shall confer with the Wastewater Superintendent or his designee to report on the project status. A written progress report shall be submitted if required and written in such a way that it is suitable for use a City Council information item.
- f. The Engineer will provide monthly updates on the design progress to the City Council, including reports of any anticipated problems or delays to the project. The Engineer will be in attendance at periodic council meetings to answer questions related to the progress and schedule of the project.

B. BIDDING SERVICES

Upon receipt of authorization by the City to proceed, the Engineer shall perform the following services for the project:

- a. Preparation of Construction Contract Documents – The Engineer shall prepare the construction contract documents for the review and approval of the City Attorney.
- b. Advertising – The Engineer shall notify Contractors, distribute plan sets, answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda, and coordinate with City staff during this phase of services. Publication costs shall be paid by the City.
- c. Bidding – The Engineer shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding the awarding of the construction contract.

FEES FOR SERVICES LUMP SUM \$39,600

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION



- a. **Preconstruction Conference** – The Engineer shall arrange and conduct a preconstruction conference, if necessary, with the Contractor and City to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
- b. **Contractors Payment Requests** – The Engineer shall review the requests of the contractor for progress payments and shall, based on site observations, recommend approval, modification, or denial of payments.
- c. **Notification of Nonconformance** – The Engineer shall notify the City of any known work which does not generally conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the Contractor
- d. **Shop Drawings** - The Engineer shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract. Engineer’s response on submittals/resubmittals shall generally be within 14 days of receipt of submittals/resubmittals.
- e. **Change Orders** – The Engineer shall negotiate and prepare change orders for approval of the City prior to the work progressing, when conditions permit. Prior to commencement of construction, the City shall develop guidance for addressing authorization of time-sensitive changes which require more immediate decisions.
- f. **Final Site Observation** – The Engineer shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make a recommendation of final payment.
- g. **If the Contractor exceeds the contract completion date in completing construction of the project, of if change orders or project additions require and extension of the completion date, the Engineer will be compensated for any additional administration, construction observation and staking services when authorized by the City.**
- h. **Final Acceptance** – It is understood that the City will accept any portion of a project only after recommendation by the Engineer. Final acceptance of a project by the City shall not release the Contractor from responsibility that the work is free of defects in materials and workmanship nor the Engineer for his liability of design.
- i. **Record Drawings** – Develop record drawings in an electronic format, for delivery to the City following completion of the construction contracts. Record drawing information shall be developed from notes, mark-ups and red line drawings provided by the contractors, City observation staff, and periodic observations by the Engineer. Said drawings shall be complete to the extent of the information provided to the Engineer, with the primary intent of the drawings to provide location records for facilities which are buried. Construction changes above grade will be shown to the extent of major location changes of equipment or building structures.

FEEES FOR SERVICES.....LUMP SUM \$10,400

B. CONSTRUCTION STAKING



- a. The Engineer shall be responsible for providing construction staking for the project. The construction documents will contain a provision that the Engineer will provide one set of stakes for each construction operation of the project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

FEE FOR SERVICES.....LUMP SUM \$1,800

C. CONSTRUCTION OBSERVATION

- a. The Engineer will provide periodic site observation for the project during the Construction Phase. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. Observation services will be provided at an amount to be mutually determined by the City and the Engineer following receipt of bids. If a contractor requests a waiver of any provisions of the plans and specifications, the Engineer will make a recommendation to the City of the request. The Engineer will give guidance to the project during the construction period, including the following:
 - i. Observation of the work for general compliance with plans and specifications.
 - ii. Keep a record or log of Contractor's activities throughout construction whenever the Engineer provides observation, including notation on the nature and cost of any extra work or changes ordered during construction.
 - iii. Construction Observation Services provide the Owner with representation at the job site during the Construction Phase of the project, which results in an increase in the probability that the project, which results in an increase in the probability that the project will be constructed in substantial compliance with the plans and specifications. However, such services do not guarantee the Contractor's performance. Nor do such services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.
 - iv. The Engineer will coordinate the acceptance testing and monitoring according to the specifications, including the services provided by an independent testing laboratory.

FEE FOR SERVICES.....HOURLY ESTIMATED \$6,200

IV. ADDITIONAL SERVICES – BID PROPOSAL PRINTING AND DISTRIBUTION

- a. The Engineer shall print, bind, and distribute bidding documents to plan rooms, prospective bidders, subcontractors, and material suppliers. A list of all plan holders shall be maintained by the Engineer and sent to plan rooms, contractors and material suppliers upon request. In addition to printed plan documents, the Engineer, at his sole discretion, may provide plans to prospective bidders in electronic format.

FEE FOR SERVICES.....HOURLY ESTIMATED \$2,000



V. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Meetings above listed in scope of services.
2. Submittal fees to any and all regulatory agencies.
3. Easement and/or legal documents.
4. Client requested major revisions.
5. Color presentation drawings.
6. Easement plats.
7. Variance petitions.
8. Wetland delineation or environmental analysis.
9. Geotechnical services and soil borings.

The City shall authorize, in writing, the request for additional services prior to the Engineer initiating any Additional Services.



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form)

NOW ON THIS ____ day of _____, 2018, **Snyder & Associates, Inc.**, 5005 Bowling Street S.W., Suite A., Cedar Rapids, IA 52404 (hereinafter, Professional), and City of Anamosa, 107 South Ford St, Anamosa, IA 52205 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
- 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
 - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
 - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. MUTUAL WAIVERS: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. LIMITATION: In allocating the risks of this Project, Client agrees that: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

14.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

15. CERTIFICATIONS, GUARANTEES AND WARRANTIES: The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

16. RIGHT TO RETAIN SUBCONSULTANTS: The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

17. SUSPENSION OF SERVICES: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

17.1.If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

17.2.If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

18.1.The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

18.2.The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.3.It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

19. TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

19.1.The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

21. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).

22. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

23. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services
Exhibit

Exhibit
Exhibit

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

_____(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

By: Lindsay Beaman
(Authorized agent)

LINDSAY BEAMAN
(Printed or typed signature)

Route executed copy to:

RESOLUTION NO. 2018-__

RESOLUTION APPROVING THE TRANSFER OF FULL TIME WATER TRAINEE TO THE PUBLIC WORKS DEPARTMENT - STREETS DEPARTMENT AND SETTING SALARY FOR FISCAL YEAR 2018-19

WHEREAS, there is a need to hire a full time employee for the Streets Department; and

WHEREAS, this position was posted at City Hall for the required 10 days; and

WHEREAS, only one candidate applied for the position, who is currently an employee in the City's Water Department; and

WHEREAS, the City Administrator interviewed the candidate; and

WHEREAS, the City Administrator is recommending to the City Council the transfer of current employee Dave Carson from the Water Department to the Streets Department, with the understanding that this employee will remain in the Water Department until such a time that the replacement employee has been hired and trained.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that Dave Carson be approved to transfer from the Water Department to Streets Department to fill the full time position indicated below and at the pay rates shown below for Fiscal Year 2018-19.

Position	Employee Name	Hourly Rate
Public Works Employee II	Dave Carson	\$16.00/hr. (\$16.50/hr after satisfactory completion of the 90-day probationary period.)

PASSED AND APPROVED this 23rd day of July, 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 23rd day of July, 2017.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk

LAWRENCE

Community Center



Anamosa Parks & Recreation Department

600 East Main Street Anamosa, Iowa 52205

319-462-6181

Dear Council,

I would like to adjust the pay of Lexi Maruga from \$9.50 to \$10.00 an hour as she is replacing the previous manager Samantha Fitzgerald.

Thanks,
Tyler Laing
Parks and Rec Director

RESOLUTION NO. 2018-__

***RESOLUTION APPROVING THE HIRING OF FULL TIME WATER OPERATOR II
EMPLOYEE AND SETTING SALARY FOR FISCAL YEAR ENDING JUNE 30, 2019***

WHEREAS, there is a need to fill a vacant position in the Water Department; and

WHEREAS, there is also a need to assist the other Public Works Departments, Wastewater and Streets Department as situations occur; and

WHEREAS, the City of Anamosa advertised for this position; and

WHEREAS, the City Administrator and Water Superintendent interviewed 3 candidates from the applications received and on file; and

WHEREAS, Steven Kramer was selected to be recommended to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that Steve Kramer be approved to fill the full time position indicated below and at the pay rates shown below for Fiscal Year 2018-19.

Position	Employee Name	Hourly Rate
Water Operator <u>II</u>	Steven Kramer	\$19.50/hour

PASSED AND APPROVED this 9th day of July, 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 9th day of July, 2018.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk

RESOLUTION NO. 2018-__

***RESOLUTION APPROVING THE HIRING AND SETTING SALARIES OF SEASONAL PART TIME
EMPLOYEE FOR THE ANAMOSA AQUA COURT FOR THE CURRENT SEASON***

WHEREAS, a vacancy has been created for a Pool Manager for this season, due to an employee resignation; and

WHEREAS, Lexi Maruga was hired as an Assistant Pool Manager for this season; and

WHEREAS, Lexi has shown an interest and ability to fill this vacant position; and

WHEREAS, the Parks and Recreation Director is recommending this position transfer to the Anamosa City Council for their review and approval.

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

Position	Employee Name	Hourly Rate
POOL MANAGER		
4 th Year	Lexi Maruga	\$10.00

PASSED AND APPROVED this 23rd of July, 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 2018-__** fixing below my official signature as Mayor of the City of Anamosa, Iowa, this 23rd day of July, 2018.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk



Transmittal

To: Tammy Coons, City of Anamosa, 107 South Ford St. Anamosa, IA 52205 **Date:** June 26, 2018

From: Lindsay Beaman, P.E.

Project: 2nd St. Lift Station and Sewer System Improvements – Phase 1 **Project No.** 116.0518.08

RE: Pay Application No. 7

Sent via: Mail **Fax #** **# of Pages**

Documents are transmitted as checked below:

☒ For Approval

☐ As Requested

☐ Review/Comment

☐ For Your Use

☒ Signature & Return

☐ Other:

Copies	Date	Description
3	6.20.18	Pay Application No. 7
1	6.26.18	Recommendation Memo to Council

Notes:

Signed



Memorandum

To: City of Anamosa

Date: June 26, 2018

From: Lindsay Beaman

CC:

RE: Recommended Approval of Pay Application No. 7 – 2nd St. Lift Station and Sewer System Improvements

Snyder & Associates recommends approval of Pay Application No. 7 for work completed on the 2nd St. Lift Station and Sewer System Improvements – Phase 1 in the amount of **\$38,332.50**.

This pay estimate includes purchased materials, equipment, and work completed during the time period from February 16, 2018 through June 15, 2018, less 5% retainage. The work includes hydraulic seed, installation of concrete pavement, grading on site, abandonment of existing 6-inch diameter force main, installation of electrical equipment, installation of fence, installation of sidewalk, and various punch list items.

Attached: Pay Application No. 7

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

City of Anamosa
407 S Ford St.
Anamosa, IA 52205

PROJECT:

Anamosa 2nd Street
Lift Station

APPLICATION NO: 7

PERIOD TO: 6/15/2018

PROJECT NOS:

FROM CONTRACTOR:

Ricklefs Excavating, Ltd
12536 Buffalo Road
Anamosa, Iowa 52205

VIA ENGINEER:

Snyder and Associates
Attn: Lindsay Bearman
5005 Bowling St SW
Cedar Rapids, IA 52404

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information 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 issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$1,834,420.00

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,834,420.00

4. TOTAL COMPLETED & STORED TO DATE \$196,239.20

5. RETAINAGE:

a. 5% of Work Completed
(Columns D + E on Continuation Sheet)

\$96,811.96

b. 5% of Stored Material
(Column F on Continuation Sheet)

\$

Total Retainage (Line 5a + 5b)
(Total in Column I on Continuation Sheet)

\$96,811.96

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)

\$1,839,427.24

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)

\$1,801,094.74

8. CURRENT PAYMENT DUE

\$38,332.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$5,007.24

CONTRACTOR: RICKLEFS EXCAVATING, LTD.

By:

Date:

6/27/18

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information 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 payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$38,332.50

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ENGINEER: Snyder and Associates

By:

Date:

6/29/18

OWNER'S APPROVAL: City of Anamosa

By:

Date:

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Anamosa 107 S. Ford Street Anamosa, IA 52205			PROJECT: Anamosa 2nd St. Lift Station 107 S. Ford Street Anamosa, IA 52205			APPLICATION NO: 7 PERIOD TO: 6/15/2018		DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR				
FROM (CONTRACTOR): BOOMERANG 12536 Buffalo Road Anamosa, IA 52205			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO:						
CONTRACT FOR:			CONTRACT DATE:									
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
01100-01	Mobilization	1.000	15,000.00000	15,000.00	.834	12,510.00	.166	2,490.00	0.00	15,000.00	100.00	.00
02000-02	Strip and Re-Spread Top Soil	484.000	5.0000	2,420.00	242.000	1,210.00	242.000	1,210.00	0.00	2,420.00	100.00	.00
01110-01	Trench Compaction Testing	1.000	100.0000	100.00	.000	0.00	.000	0.00	0.00	0.00	.00	100.00
02300-01	Sanitary Sewer Gravity Main, Trenched, 16"	153.000	65.0000	9,945.00	153.000	9,945.00	.000	0.00	0.00	9,945.00	100.00	.00
02300-01	Sanitary Sewer Gravity Main, Trenched, 18"	457.000	80.0000	36,560.00	457.000	36,560.00	.000	0.00	0.00	36,560.00	100.00	.00
02300-01	Sanitary Sewer Gravity Main, Trenchless, 12"	268.000	95.0000	25,460.00	268.000	25,460.00	.000	0.00	0.00	25,460.00	100.00	.00
02300-01	Sanitary Sewer Gravity Main w/ Casing Pipe, Trenched Or Trenchless, 12"	105.000	75.0000	7,875.00	105.000	7,875.00	.000	0.00	0.00	7,875.00	100.00	.00
02300-30	Sanitary Sewer Force Main, Trenched 8"	30.000	50.0000	1,500.00	30.000	1,500.00	.000	0.00	0.00	1,500.00	100.00	.00
02300-30	Sanitary Sewer Force Main, Trenched, 12"	35.000	70.0000	2,450.00	595.000	41,650.00	.000	0.00	0.00	41,650.00	700.00	-39,200.00
02300-30	Sanitary Sewer Force Main, Trenchless, 12"	1,910.000	95.0000	181,450.00	2,350.000	223,250.00	.000	0.00	0.00	223,250.00	123.04	-41,800.00
02300-30	Sanitary Sewer Force Main Abandonment, Fill and Plug, Flowable Mortar, 6"	14.500	100.0000	1,450.00	.000	0.00	14.500	1,450.00	0.00	1,450.00	100.00	.00
02300-12	Building Sanitary Sewer Service Reconnection	4.000	800.0000	3,200.00	6.000	4,800.00	.000	0.00	0.00	4,800.00	150.00	-1,600.00
00001-01	Fire Hydrant Assembly	1.000	4,590.0000	4,590.00	1.000	4,590.00	.000	0.00	0.00	4,590.00	100.00	.00
02300-20	Sanitary Sewer Manholes, 48"	5.000	5,000.0000	25,000.00	8.000	40,000.00	.000	0.00	0.00	40,000.00	160.00	-15,000.00
02300-20	Sanitary Sewer Manholes, 72"	2.000	10,500.0000	21,000.00	2.000	21,000.00	.000	0.00	0.00	21,000.00	100.00	.00
02300-20	Sanitary Sewer Manhole, 84" w/ drop connection	1.000	15,200.0000	15,200.00	1.000	15,200.00	.000	0.00	0.00	15,200.00	100.00	.00
02400-50	Storm Sewer Intake Remove and Replace	1.000	1,500.0000	1,500.00	1.000	1,500.00	.000	0.00	0.00	1,500.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): City of Anamosa 107 S. Ford Street Anamosa, IA 52205				PROJECT: Anamosa 2nd St. Lift Station 107 S. Ford Street Anamosa, IA 52205				APPLICATION NO: 7 PERIOD TO: 6/15/2018				DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR			
FROM (CONTRACTOR): BOOMERANG 12536 Buffalo Road Anamosa, IA 52205				VIA (ARCHITECT):				ARCHITECT'S PROJECT NO:							
CONTRACT FOR:				CONTRACT DATE:											
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE			
01400-42	Removal of Sanitary Manhole	8.000	250.0000	2,000.00	9.000	2,250.00	.000	0.00	0.00	2,250.00	112.50	-250.00			
02700-70	PCC Sidewalk	75.000	40.0000	3,000.00	30.050	1,202.00	43.500	1,740.00	0.00	2,942.00	98.07	58.00			
02700-30	PCC Full Depth Patch	543.000	40.0000	21,720.00	572.180	22,887.20	.000	0.00	0.00	22,887.20	105.37	-1,167.20			
02900-10	Seeding, Fertilizing, and Mulching for Hydraulic Seeding	.600	5,000.0000	3,000.00	.300	1,500.00	1.300	6,500.00	0.00	8,000.00	266.67	-5,000.00			
00001-01	Electrical	1.000	250,000.0000	250,000.00	.980	245,000.00	.020	5,000.00	0.00	250,000.00	100.00	.00			
00001-01	Lift Station, Complete	1.000	200,000.0000	1,200,000.00	.980	1,176,000.00	.018	21,960.00	0.00	1,197,960.00	99.83	2,040.00			
00001-01	Lift Station, Complete, DA Bunch	.000	12,850.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Jim Giese	.000	13,980.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Kelley Dewatering	.000	25,750.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Kraus Plumb	.000	46,300.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Life Time Fence	.000	17,900.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, LL Pelling	.000	20,800.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Mark Pesek Masonry	.000	7,185.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Mid-States Con.	.000	103,500.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Mft Vernon Const.	.000	2,160.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			
00001-01	Lift Station, Complete, Raynor Door	.000	15,297.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	0.00	.00			

**AIA Type Document
Application and Certification for Payment**

Pg 4 of 4

TO (OWNER): City of Anamosa 107 S. Ford Street Anamosa, IA 52205	PROJECT: Anamosa 2nd St. Lift Station 107 S. Ford Street Anamosa, IA 52205	APPLICATION NO: 7 PERIOD TO: 6/15/2018	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): BOOMERANG 12536 Buffalo Road Anamosa, IA 52205	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO:	

CONTRACT FOR:				CONTRACT DATE:								
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
00001-01	Lift Station, Complete, Blechler Electric	.000	239,391.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
REPORT TOTALS				\$1,834,420.00		\$1,895,889.20		\$40,350.00		\$1,936,239.20		
									\$.00			
										\$-101,819.20		

**JULY 2018
COUNCIL VOUCHERS**

CHECK	DATE	VENDOR	VENDOR #	DESCRIPTION	AMOUNT	INVOICE	EXPENDITURE #
61934	7/23/2018	ALL CLEAR WINDOW CLE	5858	WINDOW CLEANING LCC	212.50	28045	01.43.2.4043.230052
61935	7/23/2018	ALL SECURE	4898	FIRE ALARM MONITORING	75.00	24823	01.43.2.4043.230052
61936	7/23/2018	ALTORFER MACHINERY C	422	RPR GENERATOR ENGIN	3,114.02	WO00024591	52.00.3.5200.260000
61937	7/23/2018	AMVETS POST 110	4435	FLAGS	136.00	522181	06.00.3.7000.350000
61937	7/23/2018	AMVETS POST 110	4435	FLAGS	105.40	522181	01.00.4.8410.320070
61937	7/23/2018	AMVETS POST 110	4435	FLAGS	276.25	522181	01.57.3.5700.320090
61937	7/23/2018	AMVETS POST 110	4435	FLAGS	173.40	522181	01.31.2.3100.320070
					691.05	*CHECK	TOTAL
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	REVOVE CEM FLOWERS	60.00	17535	01.57.3.5700.320010
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	REVOVE CEM FLOWERS	60.00	17535	01.57.3.5700.320010
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	BLOCK PART AD	220.00	17535	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	5/14 SPEC COUNCIL MTG	103.91	17838	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	CORR 5/14 MINUTES	5.02	17845	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	5/29 REG COUNCIL MTG	107.93	17845	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	HLP WANTED AD	60.00	17876	52.00.3.5200.210000
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	MUSIC IN PARK	1,430.00	17904	01.42.2.4042.210000
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	ORD 924	9.43	17927	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	6/11 REG COUNCIL MTG	86.85	17927	01.00.4.8004.210001
61938	7/23/2018	ANAMOSA PUBLICATIONS	5299	MAY CLAIMS PAID	74.80	17927	01.00.4.8004.210001
					2,217.94	*CHECK	TOTAL
61939	7/23/2018	ANAMOSA STATE PENITE	4787	INMATE LABOR	225.00	3690	01.43.2.4043.230052
61939	7/23/2018	ANAMOSA STATE PENITE	4787	INMATE LABOR	80.00	3691	01.43.2.4043.230052
					305.00	*CHECK	TOTAL
61940	7/23/2018	ANIMAL WELFARE FRIEN	5971	PLEDGE MINUS CREDIT	215.00	1005	01.00.1.1300.230060
61941	7/23/2018	ARCH CHEMICALS INC	5814	CHEMICALS	1,154.00	93594904	01.44.2.4044.320018
61942	7/23/2018	ATLANTIC COCA-COLA	47	PRODUCT	705.15	392466	01.44.2.4044.321000
61942	7/23/2018	ATLANTIC COCA-COLA	47	PRODUCT	398.66	396376	01.44.2.4044.321000
					1,103.81	*CHECK	TOTAL
61943	7/23/2018	AUTOMOTIVE SERVICES	185	SEASONAL TIRE ROTATIO	305.00	60345	01.00.1.1111.265000
61944	7/23/2018	BANOWETZ LUMBER COMP	5731	WOOD	70.50	10224	06.00.3.7000.268000
61944	7/23/2018	BANOWETZ LUMBER COMP	5731	TORK BIT	11.16	10353	06.00.3.7000.268000
					81.66	*CHECK	TOTAL
61945	7/23/2018	BARD CONCRETE	189	CONCRETE-SPILLWAY	648.00	317154	09.10.3.7000.540018
61945	7/23/2018	BARD CONCRETE	189	CONCRETE	212.00	320704/320705	06.00.3.7000.320100
61945	7/23/2018	BARD CONCRETE	189	CONCRETE ELM/CEMETERY	106.00	320706	06.00.3.7000.320100
					966.00	*CHECK	TOTAL
61946	7/23/2018	BARRON MOTOR SUPPLY	191	SUPP/PART	121.99	239542/239148	52.00.3.5200.360010
61946	7/23/2018	BARRON MOTOR SUPPLY	191	BATTERY	85.74	240127	06.00.3.7000.260000
					207.73	*CHECK	TOTAL
61947	7/23/2018	BOOMERANG	4362	7TH PAY REQ 2ND ST	38,332.50		72.03.8.9052.520000
61948	7/23/2018	BRAY ELECTRIC	973	RPR LIGHT/SLIDE MOTOR	563.03	5635	01.44.2.4044.360020
61948	7/23/2018	BRAY ELECTRIC	973	RPR LIGHTS FIELDS/LCC	589.46	5636/5637/561	01.00.2.4041.230050
					1,152.49	*CHECK	TOTAL
61949	7/23/2018	BUNTING/DON	5402	REIMB: PLANTINGS ARBO	470.65		01.00.2.4041.320090
61950	7/23/2018	CARROLL DISTRIBUTING	5269	CAULK FOR POOL	545.18	MA28371	09.10.2.4044.591000
61951	7/23/2018	CASEY'S GENERAL STOR	3169	JUN FUEL:P&R 136.13 GAL	373.60		01.00.2.4001.330010
61952	7/23/2018	CEDAR RAPIDS KERNELS	3552	ANAMOSA DAY AT BALL	2,350.00		01.42.2.4042.220000
61953	7/23/2018	CELEBRATION RIVER CR	5423	RIVER CRUISE	757.51	23252-7	01.42.2.4042.230000
61954	7/23/2018	CENTRAL IOWA DISTRIB	3283	JANITORIAL SUPP	209.60	167727	01.43.2.4043.320080
61955	7/23/2018	CENTURY FENCE	6008	NEW BACKSTOP ST PAT	2,120.00	184654501	01.00.2.4041.268000
61956	7/23/2018	CHEM RIGHT LABORATOR	4883	TESTING	75.00	19024	51.00.3.5100.220070
61957	7/23/2018	CITIZENS SAVINGS BAN	210	ACH PAYROLL	86.25		01.00.4.8004.320010
61957	7/23/2018	CITIZENS SAVINGS BAN	210	QTR ACH UB	45.43		51.00.3.5100.320011
61957	7/23/2018	CITIZENS SAVINGS BAN	210	QTR ACH UB	45.42		52.00.3.5200.320011
					177.10	*CHECK	TOTAL
61958	7/23/2018	CLIFTON LARSON ALLEN	5531	FY 18 AUDIT PROGRES	3,350.00	1865021	01.00.4.8004.220040
61959	7/23/2018	CONDUENT ENTERPRICE	3981	MNTHLY CONTRACT:07/18	3,251.95	1465946	01.00.4.8004.230090
61960	7/23/2018	CULVER'S GARDEN CENT	4151	PLANTS	189.07	R-538467	01.44.2.4044.320090
61961	7/23/2018	CUSTOM HOSE & SUPPLI	3117	PARTS	539.04	965073	06.00.3.7000.260000
61962	7/23/2018	CYRIL FROMMELT	5365	TREE REMOVED N HUBER	1,000.00	1367	01.00.3.5400.237300
61963	7/23/2018	ECICOG	3826	CDBG GRANT ADMIN WTR	372.00	8339	71.05.8.9051.220000
61964	7/23/2018	FAREWAY STORES, INC.	4334	PAPER TOWELS	188.73		06.00.3.7000.320010
61964	7/23/2018	FAREWAY STORES, INC.	4334	SWM LESSONS SUPP	26.45	12042	01.44.2.4044.320090
61964	7/23/2018	FAREWAY STORES, INC.	4334	POOL SUPP	24.97	143498	01.44.2.4044.320090
61964	7/23/2018	FAREWAY STORES, INC.	4334	POOL SUPP	15.48	41933	01.44.2.4044.320090
61964	7/23/2018	FAREWAY STORES, INC.	4334	MUSIC IN PARK SUPP	9.74	42031	01.42.2.4042.220000
61964	7/23/2018	FAREWAY STORES, INC.	4334	SWM LESSONS SUPP	17.14	87890	01.44.2.4044.320090
61964	7/23/2018	FAREWAY STORES, INC.	4334	SWM LESSONS SUPP	17.84	88163	01.44.2.4044.320090
					300.35	*CHECK	TOTAL
61965	7/23/2018	FROZEN BEVERAGES OF	2164	SLUSHIE SUPP	743.00	FBI-180046	01.44.2.4044.321000

**JULY 2018
COUNCIL VOUCHERS**

61966	7/23/2018	GALL'S INC.	3059	UNIFORMS	242.95	9968927	01.00.1.1111.180001
61967	7/23/2018	HOME DECORATING CENT	3615	CARPET SAMPLE PIECES	20.00	98243	52.00.3.5200.320010
61968	7/23/2018	HOWARD R GREEN	4946	ENG: WTR TRTMT PLAN	7,130.00	119591	71.05.8.9051.220020
61969	7/23/2018	HOYT/JEREMIAH	6007	MEMBERSHIP	200.00		01.00.1.1111.240000
61970	7/23/2018	IA DIVISION OF LABOR	4108	BOILER INSPEC	40.00	163341	01.44.2.4044.230050
61971	7/23/2018	IIMC	5694	ANNUAL IIMC MEMBERSHI	160.00		01.00.4.8004.240000
61972	7/23/2018	INFRASTRUCTURE TECHN	5184	WEBSITE	25.00	18741	01.00.4.8004.230090
61973	7/23/2018	IOWA ASSOC. OF MUNIC	96	ECIASO DUES JUL-SEPT	2,425.44	17553	06.00.3.7000.220001
61974	7/23/2018	IOWA DEPT OF NATURAL	5112	ANNUAL WATER SUPP PER	491.92		51.00.3.5100.220000
61975	7/23/2018	IOWA LAW ENFORCEMENT	3600	MMPI EXAM - HOYT	150.00	310285	01.00.1.1111.220060
61976	7/23/2018	IOWA LEAGUE OF CITIE	313	ANNUAL MEMBERSHIP DUES	2,732.00	78064	01.00.4.8001.240000
61977	7/23/2018	JOHN DEERE FINANCIAL	387	PARTS/SUPP	177.97		06.00.3.7000.320010
61977	7/23/2018	JOHN DEERE FINANCIAL	387	CELL PHONE CHARGER	11.99		01.00.1.1111.320010
61977	7/23/2018	JOHN DEERE FINANCIAL	387	PARTS	122.32		06.00.3.7000.260000
61977	7/23/2018	JOHN DEERE FINANCIAL	387	WORK JEANS	84.98		51.00.3.5100.180001
61977	7/23/2018	JOHN DEERE FINANCIAL	387	MOWRE PARTS	217.95		01.00.2.4041.310040
61977	7/23/2018	JOHN DEERE FINANCIAL	387	LIGHT BULB	4.99		01.00.4.8004.320010
61977	7/23/2018	JOHN DEERE FINANCIAL	387	SUPP/PARTS	185.55		52.00.3.5200.320010
61977	7/23/2018	JOHN DEERE FINANCIAL	387	SUPP/EQUIP	583.86		01.00.2.4041.260000
61977	7/23/2018	JOHN DEERE FINANCIAL	387	PARTS MOWERS	117.07		01.57.3.5700.360010
					1,506.68	*CHECK	TOTAL
61978	7/23/2018	JONES COUNTY ECONOMI	3105	1ST FY 19 CONTRIB	2,500.00		01.00.4.8001.290000
61979	7/23/2018	JONES COUNTY ENGINEE	245	JUN FUEL: PD	1,132.31		01.00.1.1111.330010
61979	7/23/2018	JONES COUNTY ENGINEE	245	JUN FUEL: FD	294.69		01.14.1.1114.330010
61979	7/23/2018	JONES COUNTY ENGINEE	245	JUN: FUEL WWTP	124.42		52.00.3.5200.330010
61979	7/23/2018	JONES COUNTY ENGINEE	245	JUN FUEL: WTR DEPT	320.82		51.00.3.5100.330010
61979	7/23/2018	JONES COUNTY ENGINEE	245	JUN FUEL: ST DEPT	1,499.55		06.00.3.7000.330010
61979	7/23/2018	JONES COUNTY ENGINEE	245	GUARD RAIL/POSTS BRIDGE	71.38		06.00.3.7000.320100
					3,443.17	*CHECK	TOTAL
61980	7/23/2018	JONES COUNTY SOLID W	296	1ST QTR FY 19 ASSESSMENT	5,416.25		01.00.3.5400.236000
61981	7/23/2018	JONES COUNTY TOURISM	295	FY 19 PER CAPITA CONTRIB	1,276.00	12141	01.00.4.8001.290000
61982	7/23/2018	JP COOKE COMPANY	4992	DOG TAGS	85.99	516564	01.00.1.1111.350000
61983	7/23/2018	KEYSTONE LABORATORIE	4415	TESTING	480.90	1B05267	51.00.3.5100.220070
61984	7/23/2018	KLINGER PAINT COMPAN	301	WHITE EPOXY PAINT	300.27	M0104778	52.00.3.5200.320070
61985	7/23/2018	KNUTH/ATTY AT LAW AD	165	GEN LEGAL:06/04-07/14	1,387.75		01.00.4.8210.230000
61985	7/23/2018	KNUTH/ATTY AT LAW AD	165	PD LEGAL SVS:06/07-06	307.35		01.00.1.1111.220010
					1,695.10	*CHECK	TOTAL
61986	7/23/2018	KONICA MINOLTA BUSIN	5364	COPIER MAINT	32.37		01.00.1.1111.230070
61986	7/23/2018	KONICA MINOLTA BUSIN	5364	COPIER CONTRACT QTRLY	81.00	252839906	01.00.4.8004.230070
					113.37	*CHECK	TOTAL
61987	7/23/2018	KONICA PREMIER FINAN	5907	COPIER CONTRACT	151.64	32121878	01.00.4.8004.230070
61988	7/23/2018	KONICA PREMIER FINAN	5945	COPIER PURCH AGRMT	73.23	588887850	01.00.1.1111.230070
61989	7/23/2018	L.L. PELLING COMPANY	321	PREMIX	2,201.50	123099/123155	06.00.3.7000.320100
61990	7/23/2018	LODE/ERIC	4483	REIMB SUPP	9.62		06.00.3.7000.320010
61991	7/23/2018	LYNCH FORD	4902	2018 FORD EXPLORER 28	,975.00		09.10.1.1111.430000
61992	7/23/2018	MATHESON TRI-GAS INC	5908	ACETYLENE/O2/ARG GAS	38.44	51323494	06.00.3.7000.320010
61993	7/23/2018	MCALIEER	5161	WTR COOLER RENT/WATER	29.00		52.00.3.5200.320020
61994	7/23/2018	MCOTTO'S	3946	CONCESSION SUPP	572.50		01.44.2.4044.321000
61995	7/23/2018	MEDIACOM	4769	JUL: INTERNET SVS	73.02		01.00.2.4001.270010
61995	7/23/2018	MEDIACOM	4769	JUL: INTERNET SVS	63.02		51.00.3.5100.320020
61995	7/23/2018	MEDIACOM	4769	JUL :FD INTERNET SVS	57.04		01.00.1.1111.230080
61995	7/23/2018	MEDIACOM	4769	JUL INTERNET SVS CH	129.95		01.00.4.8004.230054
					323.03	*CHECK	TOTAL
61996	7/23/2018	MENARDS	3146	POOL SUPP	149.42	82505	01.44.2.4044.320070
61996	7/23/2018	MENARDS	3146	POOL SUPP	1,276.48	82667	01.44.2.4044.320070
61996	7/23/2018	MENARDS	3146	PLANTS/SUPP POOL	142.80	82819	01.44.2.4044.320070
					1,568.70	*CHECK	TOTAL
61997	7/23/2018	MONKEYTOWN	694	OFC SUPP	29.20	645132-1	01.00.2.4001.320020
61997	7/23/2018	MONKEYTOWN	694	OFC SUPP	482.07	645320-1/313-	01.00.4.8004.320020
61997	7/23/2018	MONKEYTOWN	694	OFC SUPP	198.95	645320-1/313-	01.00.4.8004.320030
61997	7/23/2018	MONKEYTOWN	694	SUPP	6.25	645324-1	52.00.3.5200.320020
61997	7/23/2018	MONKEYTOWN	694	OFC SUPP	165.12	645395-1	01.00.1.1111.320020
61997	7/23/2018	MONKEYTOWN	694	OFFICE SUPP	70.98	645396-1	01.00.4.8004.320030
61997	7/23/2018	MONKEYTOWN	694	OFC SUPP	65.28	645396-1	01.00.4.8004.320030
61997	7/23/2018	MONKEYTOWN	694	OFFICE SUPPLIES	66.43	645877-1	01.00.4.8004.320020
					1,084.28	*CHECK	TOTAL
61998	7/23/2018	MUNICIPAL PIPE TOOL	3303	RPR JETTER BLOWER	217.59	30377	52.00.3.5200.360010
61999	7/23/2018	MUNICIPAL SUPPLY, IN	3491	PAINT WAND	112.50	696995	51.00.3.5100.310000
62000	7/23/2018	NORLIN/GREG	3478	JUL: QUARRY LEASE	300.00		01.00.3.5400.237100
62001	7/23/2018	NORTHLAND SECURITIES	5421	ANNUAL DISCLOSURE REP	435.00	4378	01.00.4.8001.380010
62002	7/23/2018	PACE SUPPLY	5885	CHEMICALS	324.62	10012051	52.00.3.5200.320000
62003	7/23/2018	QC ANALYTICAL SERVIC	5835	TESTING	1,358.00	1807053	52.00.3.5200.220070

**JULY 2018
COUNCIL VOUCHERS**

62004	7/23/2018	RADIO COMMUNICATIONS	40	TECH SVS	45.00	95416	01.00.1.1111.260000
62004	7/23/2018	RADIO COMMUNICATIONS	40	BATTERIES	165.20	95441	01.00.1.1111.260000
					210.20	*CHECK	TOTAL
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	34.27	45111	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	18.44	45140	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	19.11	45151	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.99	45157	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	21.22	45174	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.14	45182	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.14	45183	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	19.11	45205	52.00.3.5200.260050
62005	7/23/2018	RECREATIONAL MOTOR S	5741	SHIPPING	16.85	45208	52.00.3.5200.260050
					178.27	*CHECK	TOTAL
62006	7/23/2018	RED'S SALES & SERVIC	364	TRUCK 5 SVC	176.26		01.14.1.1114.265000
62006	7/23/2018	RED'S SALES & SERVIC	364	TRUCK 3 SVS	310.43	17517/3	01.14.1.1114.265000
62006	7/23/2018	RED'S SALES & SERVIC	364	TRUCK 1 SVC	318.96	44859/1	01.14.1.1114.265000
62006	7/23/2018	RED'S SALES & SERVIC	364	TRUCK 6 SVC	334.46	44859/6	01.14.1.1114.265000
					1,140.11	*CHECK	TOTAL
62007	7/23/2018	REHAB SYSTEMS INC	5664	MANHOLE REHABS	25,000.00		52.00.3.5200.520010
62008	7/23/2018	RHINO INDUSTRIES INC	5981	PLYMER BELT PRESS 1	,278.00	1969	52.00.3.5200.320000
62009	7/23/2018	SANDER/DARIN	0.07088	REF UB 200.0277.00.05	53.92		51.00.3.5100.920000
62010	7/23/2018	SANDER/NICOLE	0.07087	REF UB 200.0277.00.05	53.92		51.00.3.5100.920000
62011	7/23/2018	SANDRY FIRE SUPPLY,	4584	BOOTS	365.13	1963	01.14.1.1114.260000
62011	7/23/2018	SANDRY FIRE SUPPLY,	4584	COAT/PANTS/BOOTS	2,463.03	1976	01.14.1.1114.260000
					2,828.16	*CHECK	TOTAL
62012	7/23/2018	SCHERRMAN'S IMPLEMEN	991	HYDRAULIC HOSE	56.53	IM41128	06.00.3.7000.260000
62013	7/23/2018	SELECT SERVICE PORTA	5575	PORTABLE RESTROOM REN	510.00	3824	01.00.2.4041.230050
62014	7/23/2018	SHOVER/JEREMY	5968	FIN STRAIGHTNER	23.99	D4522	06.00.3.7000.265000
62015	7/23/2018	SHUTTLEWORTH & INGER	6003	EMP HARASSMENT TRNG	2,158.00	434/466	01.00.4.8001.380010
62015	7/23/2018	SHUTTLEWORTH & INGER	6003	CONSULTING LABOR ISSUE	728.00	4341467	01.00.4.8001.380010
					2,886.00	*CHECK	TOTAL
62016	7/23/2018	SNYDER & ASSOCIATES	1036	ENG: 2ND ST LS IMPROV	907.69	116.0518.08.2	72.03.8.9052.220020
62017	7/23/2018	SPRAY-LAND USA	4488	HOSE	72.00	87144	01.00.2.4041.310040
62018	7/23/2018	STAR FOOD SERVICE EQ	644	PUMP FOR CONCESSION	147.00	117267	01.44.2.4044.320090
62019	7/23/2018	STATE HYGENIC LABORA	265	WTR TESTING	13.00	140156	01.44.2.4044.220070
62020	7/23/2018	STATE INDUSTRIAL PRO	5677	PIT RAIDER	287.03	900551203	52.00.3.5200.320000
62020	7/23/2018	STATE INDUSTRIAL PRO	5677	TREATMENT PROGRAM	234.00	9005553818	52.00.3.5200.320000
62020	7/23/2018	STATE INDUSTRIAL PRO	5677	PIT RAIDER/FRAGRANCE	512.24	900563075	52.00.3.5200.320000
					1,033.27	*CHECK	TOTAL
62021	7/23/2018	STONE CITY QUARRIES	385	ROAD ROCK	1,997.92	174809/176350	06.00.3.7000.320100
62021	7/23/2018	STONE CITY QUARRIES	385	ROAD ROCK STORM SEWER	276.70	175811/176003	09.10.3.7000.540018
					2,274.62	*CHECK	TOTAL
62022	7/23/2018	STRAIT/JAMIE	5457	REIMB: POSTAGE	29.35		01.00.1.1111.320050
62023	7/23/2018	STROTHER LANDSCAPING	5711	LAWN MAINT	65.00		01.43.2.4043.268000
62024	7/23/2018	TAPKEN'S CONVENIENCE	740	JUN FUEL: 64.12GAL	201.41		01.00.2.4001.330010
62025	7/23/2018	THURM/JOSHUA	6009	LIFEGUARD CERTIFICATION	2,920.00	718	01.44.2.4044.220000
62026	7/23/2018	TOWN & COUNRTY WHOLE	5660	CONCESSION SUPP	1,505.95	321800	01.44.2.4044.321000
62026	7/23/2018	TOWN & COUNRTY WHOLE	5660	CONCESSION SUPP	765.98	322332	01.44.2.4044.321000
62026	7/23/2018	TOWN & COUNRTY WHOLE	5660	CONCESSION SUPP	602.63	323298	01.44.2.4044.321000
					2,874.56	*CHECK	TOTAL
62027	7/23/2018	U.S. CELLULAR	4002	SQUAD MODEMS (2 MONTH	345.00		01.00.1.1111.230080
62028	7/23/2018	UNIFORM DEN, INC	5465	UNIFORMS	170.68	96597	01.00.1.1111.180001
62029	7/23/2018	US TACTICAL SUPPLY	6010	SUPP	76.86	CPA118550	01.00.1.1111.320060
62030	7/23/2018	VESSCO INC.	2219	LUBICRANT FOR PUMP	223.22	73380	51.00.3.5100.320010
62031	7/23/2018	VJ ENGINEERING, INC	5179	BIANNUAL BRIDGE INSPE	880.00	6619929	06.00.3.7000.220020
62032	7/23/2018	WALMART COMMUNITY BR	398	SUPP	34.95		01.44.2.4044.320090
62032	7/23/2018	WALMART COMMUNITY BR	398	SUPP	542.50		01.43.2.4043.320080
62032	7/23/2018	WALMART COMMUNITY BR	398	SUPP	73.10		01.00.1.1111.310000
					650.55	*CHECK	TOTAL
62033	7/23/2018	WAPSI WASTE SERICE,	4582	JUN: WASTE PU	320.00	1970	01.00.3.5400.237000
62033	7/23/2018	WAPSI WASTE SERICE,	4582	JUN: WASTE PU	40.00	1970	01.14.1.1114.268000
62033	7/23/2018	WAPSI WASTE SERICE,	4582	JUN: WASTE PU	40.00	1970	52.00.3.5200.220000
					400.00	*CHECK	TOTAL
62034	7/23/2018	WAYNE HALL CHRYSLER	144	SVC 2017 DODGE	49.00	98317	51.00.3.5100.265000
62035	7/23/2018	WELAND CLINICAL LABS	5476	DRUG SCREEN	482.00	201806-0	01.00.1.1111.350000
				TOTAL	183,201.75		