#### **MONDAY**

#### -- FEBRUARY 11, 2019 -

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

#### **AGENDA**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ANAMOSA IOWA, WILL MEET AT THE CITY HALL COUNCIL CHAMBERS, ANAMOSA, IOWA, REGULAR SESSION AT 6:00 P.M. ON MONDAY THE 11<sup>TH</sup> DAY <u>OF</u>

FEBRUARY, 2019 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) January 28, 2019 Regular Council Meeting
- 4.0) PUBLIC HEARINGS: NONE
- 5.0) PRESENTATION(S): NONE
- 6.0) PROCLAMATIONS: NONE

#### **COUNCIL ACTION ITEMS**

#### 7.0) COMMUNITY BETTERMENT:

- 7.1) DISCUSSION AND POSSIBLE ACTION ON THE **THIRD READING OF ORDINANCE** AMENDING CHAPTER165 OF THE CITY CODE TO AMEND THE
  REGULATIONS REGARDING DRIVEWAYS AND OFF STREET PARKING. **ROLL VOTE.**
- 7.2) DISCUSSION AND POSSIBLE ACTION ON GRANT APPLICATION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN REVITALIZATION PROGRAM.
- 7.3) DISCUSSION AND POSSIBLE ACTION ON SERVICE AGREEMENT WITH THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (ECICOG) FOR CBDG DOWNTOWN REVITALIZATION PROGRAM GRANT WRITING.

#### **8.0) PUBLIC SAFETY:**

8.1) MOTION TO APPROVE THE RENEWAL OF BEER AND LIQUOR LICENSES: NONE

- 9.0) PUBLIC WORKS:
  - 9.1) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION SETTING THE DATE FOR THE HEARING AND LETTING AND APPROVING THE FORM OF NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST AND NOTICE TO BIDDERS FOR THE WASTEWATER IMPROVEMENTS PHOSPHORUS REMOVAL PROJECT. ROLL VOTE.
- 10.0) FINANCE: NONE
- 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) BUDGET WORK SESSION
  - 14.1) PARKS AND RECREATION
  - 14.2) LIBRARY
- 15.0) 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 January 28, 2019 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; Dan Smith, Wastewater Superintendent; Gregg Carpenter, Streets Superintendent; Jim Henson, Water Superintendent; and Rebecca Vernon, Library Director. Guests Present Addressing the Council: Mike Dearborn, 405 N. Division St., Bill Sperfslage, Warden – ASP, 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 Crump, second by Shaffer to approve the minutes of the January 14, 2019 Regular Council meeting. All Ayes. Motion Carried.

#### **PUBLIC HEARINGS: NONE**

**Presentations: None** 

#### **COMMUNITY BETTERMENT:**

## Ordinance Amending Chapter 165 of the City Code to Amend the Regulations Regarding Driveways and Off Street Parking

Motion by Crump, second by Weimer to approve the **Second Reading of Ordinance** Amending Chapter 165 of the City Code to Amend the Regulations Regarding Driveways and Off Street Parking. Rod Smith asked if we had received any comments from the public regarding this ordinance. Tammy Coons, stated that no they had not. Roll Vote. All Ayes. Motion Carried.

### Ordinance Amending Chapters 92 and 99 of the City Code to Amend the Rates for Water and Wastewater Utilities

Jacob Sheridan asked the Council if everyone had a chance to review the changes to the proposed ordinance. Kay Smith asked how this would affect a residential billing under the ordinance. Jacob stated that there is more emphasis on the usage rate rather than the base rate and low-end residential users will most likely see a decrease in their bill. Discussion followed on the definitions of the user types listed in the ordinance and where some of the current users will fall. More discussion followed.

Motion by Kay Smith, second by Shaffer to approve the First Reading of Ordinance Amending Chapters 92 and 99 of the City Code to Amend the Rates for Water and Wastewater Utilities.

Mike Dearborn, 405 N Division St. addressed the Council asking if these rate increases will hit the highend users, will this deter businesses from locating in our town. He also asked how these rates compare to other communities our size. Jacob stated that we cannot just compare our rates to same size communities, as our needs and infrastructure may differ. Mike also stated that the as the ASP is the only industrial user, that they be afforded the opportunity to comment.

Bill Sperfslage, Warden – ASP addressed the Council distributing handouts relating to the past history of the ASP's contribution/payment history for wastewater. Bill reviewed these documents. He also reviewed the wastewater finances from the 2018 Audit report. He stated that he felt the formula was too complicated for only one industrial user. He voiced concerns over raising one customer's cost, while decreasing others. Bill stated he is not agreement with this proposed rate structure for industrial users. Discussion followed. Bill stated in closing that he is fine with paying a little more, but this scale is very extreme. More discussion followed.

Dick Dearborn, 600 N. Williams St. addressed the Council pointed out Bill's numbers and percentages indicated that the ASP paid more than their share. He also indicated that putting that amount of money in reserves was not needed. Dick stated that the Council should be looking at the increase in terms of percentage, not price per cubic foot. Discussion followed. Dick said he agreed with Mike that the rate increase could detract from new businesses coming to town. More discussion followed.

Mayor Barnes asked for a roll vote. Roll Vote. 4 – Nays, Crump, Machart, Rod Smith and Shaffer. 2 – Ayes, Kay Smith and Weimer. Motion Failed.

#### Resolution Approving the Final Plat of Wapsi Ridge 1st Addition to Jones County, Iowa

Motion by Shaffer, second by Rod Smith to approve **Resolution 2019-04** Approving the Final Plat of Wapsi Ridge 1<sup>st</sup> Addition to Jones County, Iowa. Roll Vote. All Ayes. Motion Carried.

#### Proposed Employee Wage Classification Structure and Raise Determination Process

Jacob stated he is not looking for any official action on this proposal tonight. This is on the agenda for discussion and direction from the Council before he proceeds any further with the proposal. He stated that rather than implement a flat "across-the-board" wage increase, he would like to have a cost of living amount and also a merit based amount in the wage increase. He distributed a hand out illustrating what such a wage classification structure could look like. Shaffer and Crump both indicated that this was a good idea. It was suggested that employee evaluations be completed before January 1st each year. Discussion followed on who gives the evaluations to the employees and Jacob's participation.

#### **PUBLIC SAFETY:**

#### **Beer and Liquor Licenses**

Motion by Crump, second by Weimer to approve the renewal of Class E Liquor License for Walmart Supercenter #646. All Ayes. Motion Carried.

#### **PUBLIC WORKS: NONE**

#### **FINANCE:**

#### Payment of Bills for the Month of January, 2019

Motion by Crump, second by Kay Smith to approve the payment of bills for the month of January, 2019. Discussion followed. All Ayes. Motion Carried.

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

Jacob reported the following:

They held two meetings last week with downtown property owners re: CDBG Downtown Revitalization Grant. Derek Lumsden, JCED did the presentation. It was a good turnout. They are sending out letters of interest to the property owners.

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

Kay Smith – Library Board, stated they are replacing a geothermal unit and looking at insurance for the Civil War flag. She stated that they have a good kid's program and there will be a movie event in May. Crump – Jones County Tourism, the meeting was cancelled last week.

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

Mike Dearborn, 405 N. Division St. addressed the Council on the following snow removal items:

- How the snow emergency affects downtown commercial businesses.
- The trucks are not using the "tandem" method on Main Street, not staggered and snow is being thrown up against the buildings on Main Street.
- Shouldn't the City parking lots be cleared during a snow emergency?

#### **Budget Work Session**

General Budget Review – Jacob distributed and reviewed graphs and charts showing the overview of the budgets over the past several years illustrating the expenditures and revenues by department and category. Discussion followed.

#### 1/28/19 Regular Council Meeting

Street Department Budget – Gregg Carpenter, Streets Superintendent reviewed the proposed budget for the Streets Dept. Discussion followed. It was suggested that an expense for additional street lights on Council Street be added. Discussion followed.

Administration Department Budget – Jacob reviewed the City Administrator budget and Tammy reviewed the Administration Budget. Discussion followed.

Motion by Weimer, second by Machart to enter into closed session at 9:14 p.m. per Iowa State Code Section 21.5(j) – To discuss the purchase or sale of particular real estate. All Ayes. Motion Carried.

Returned to open session at 9:29.

djournment otion by Machart, second by Crump to adjourn at 9:29 p.m. All Ayes. Motion Carried.	
Dale Barnes, Mayor  ITEST:	_
ammy Coons, City Clerk	

ORDINANCE NO.
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#### ORDINANCE AMENDING CHAPTER 165 OF THE CITY CODE TO AMEND THE REGULATIONS REGARDING DRIVEWAYS AND OFF STREET PARKING

WHEREAS Chapter 165 of the City Code addresses the supplementary regulations of the zoning code for the City of Anamosa; and,

WHEREAS Subsection 7 & 8 of Section 165.23 of the City Code addresses the regulations of driveways and off-street parking within the City; and,

WHEREAS the Planning and Zoning Board has recommended the ordinance be amended to require that all new driveways and off-street parking be paved, permit maintenance but not expansion of grandfathered gravel driveways and off-street parking, and remove language regarding the grade of the driveway; and,

WHEREAS the City Council accepts the recommendation of the Planning and Zoning Board and believes Subsection 7 & 8 of Section 165.23 of the City Code shall be amended as prescribed below;

**BE IT ORDAINED, THEREFORE**, that Chapter 165.23 of the City Code be amended as follows:

- 1. By amending the regulation of driveways in Section 165.23 to read as follows:
  - 7. Driveways. All new driveways from the paved portion of the street to the garage, carport or off-street parking area and loading zones shall be paved with asphalt or Portland cement concrete pavement, as approved by the City. Maintenance, including the addition of new rock, to existing gravel driveways shall be permitted, but the area of the gravel driveways shall not be permitted to expand.

All driveways, including those which are grandfathered above, from the paved portion of the street to the property line shall be paved with asphalt or Portland cement concrete pavement, as approved by the City.

- 2. By amending the regulation of off-street parking in Section 165.23 to read as follows:
  - 8. Off-Street Parking and Loading.
  - A. Off-Street Parking. All new off-street parking areas shall be paved with asphalt or Portland cement concrete pavement as approved by the City. Maintenance, including the addition of new rock, to existing gravel off-street parking areas shall be permitted, but the area of the gravel off-street parking shall not be permitted to expand.

ENACTED THIS	_day of	, 2018.
	Dale Barnes, Mayor	
ATTEST:  Tammy Coons, City Clerk		



#### SERVICE AGREEMENT

<u>Purpose</u>. This SERVICE AGREEMENT is hereby entered into by the CITY OF ANAMOSA, IOWA (hereinafter referred to as "the CITY") and the EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (hereinafter referred to as the "SERVICE PROVIDER") for the purpose of contracting with the SERVICE PROVIDER for the preparation of a DOWNTOWN REVITALIZATION (DTR) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION (hereinafter referred to as "APPLICATION").

<u>Terms & Fee.</u> The SERVICE PROVIDER will provide staff services at **no charge**. The CITY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the project if the APPLICATION is successful, the fee for such service to be stipulated in the APPLICATION.

If at such time the CITY chooses not to enter into an agreement for CDBG administrative services with the SERVICE PROVIDER, the CITY shall be billed for the cost of preparing the APPLICATION at the SERVICE PROVIDER'S hourly rate of \$63.00, not to exceed \$5,000.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be **February 11, 2019** and the SERVICE AGREEMENT shall remain in effect until **funding disposition**. Upon award of a grant, the CITY and the SERVICE PROVIDER shall enter into a separate SERVICE AGREEMENT for grant administration.

<u>Termination</u>. This SERVICE AGREEMENT may be terminated by either the CITY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than seven (7) days before the end date of this SERVICE AGREEMENT.

This SERVICE AGREEMENT represents the entire and integrated agreement between the CITY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the CITY and the SERVICE PROVIDER.

CITT:		
Chief Elected Official or City Administrator, City of Anamosa, Iowa	Date	
SERVICE PROVIDER:		
Executive Director, ECICOG	Date	

## CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES

Contract for Community Development Block Grant Services (the

	"Contract")
Contractor: (payments to)	East Central Iowa Council of Governments 700 16th Street NE, Suite 301 Cedar Rapids, IA 52402
Contract Number:	TBD, the "CDBG Contract"
Local Government:	Anamosa, Iowa
Contract Amount:	NOT TO EXCEED \$30,000.00
Effective Date:	Date of grant award
Expiration Date:	Three years from date of grant award
Economic Developme and responsibilities up represents that it is in perform all services subtraction. The rights and individually, a "Party General Conditions. Conform to fees show this Contract is for the parties, including any confer any rights to or Contract funding.  To the extent of any in	ent Authority ("IEDA") prior to directly or indirectly assigning its rights ander the CDBG Contract. By executing this Contract, Local Government compliance with CDBG Contract obligations. The Contractor agrees to et forth in the attached Special Conditions, for the consideration stated dobligations of the parties to this Contract (collectively, the "Parties"; ") shall be subject to and governed by the Special Conditions and the Any work performed by the Contractor beyond this Contract's scope will in in Appendix "A". The Parties agree that the Contractor's performance of e sole benefit of the Local Government and not for the benefit of any third and all subrecipients of CDBG Contract funding. This Contract does not benefits on any third parties, including any and all subrecipients of CDBG contract funding. The General Conditions, so or other conditions which are made a part of this Contract, by reference or
otherwise, the Special	Conditions and the General Conditions shall control. To the extent of any n the Special Conditions and the General Conditions, the Special
IN WITNESS THERI specified below.	EOF, the Parties hereto have executed this Contract on the day and year last
Local Government:	Contractor:

Director, East Central Iowa

Chief Elected Official

Contract Title:

Local Government	Council of Governments	
Date	Date	

#### SPECIAL CONDITIONS

#### Article 1.1.0 Identification of Parties

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

#### Article 1.2.0 Statement of Purpose

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

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

THEREFORE, the Parties hereto do agree as follows:

#### Article 1.3.0 Area Covered

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

#### Article 1.4.0 Statement of Work and Services

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

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

#### Article 1.5.0 Reports and Products

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

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#### 1.5.1 Environmental Review Record.

- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

#### Article 1.6.0 Designation of Officials

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

#### Article 1.7.0 Time of Performance

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

#### Article 1.8.0 Additional Special Conditions

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

#### Article 1.9.0 Conditions of Payment

1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of

- work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$93.00 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

#### Article 1.10.0 Project Budget

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

#### GENERAL CONDITIONS - HUD CDBG PROGRAM

#### Article 2.1.0 Amendment of this Document

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

#### Article 2.2.0 Release of Data and Findings

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

#### Article 2.3.0 Access and Maintenance of Records

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

#### Article 2.4.0 Allowable Costs

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

#### Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a

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fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.

- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.
- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### Article 2.6.0 Equal Employment Opportunity

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

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

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

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#### 2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

  States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
   Mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).
   Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
   Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101336, 42 U.S.C. 1210112213) Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
   The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with the existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for

housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

- Federal Executive Order 11246, as amended by Executive Order 11357. Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

**EXECUTIVE ORDER 11246, as amended by Executive Order 11375**FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

- 2.6.4 "During the performance of this contract, the Contractor agrees as follows:
  - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

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purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this

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Contract no person having any such interest shall be employed.

- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

#### Article 2.8.0 Assignment of Interest

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

#### Article 2.9.0 Personnel

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

#### Article 2.10.0 Subcontractors

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

#### Article 2.11.0 Contract Coverage

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

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

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#### Article 2.12.0 Liability

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

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

#### Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

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person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

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#### APPENDIX A

#### FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

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

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#### RESOLUTION NO. 2019-

RESOLUTION SETTING THE DATE FOR THE HEARING AND LETTING AND APPROVING THE FORM OF NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST AND NOTICE TO BIDDERS FOR THE WASTEWATER IMPROVEMENTS – PHOSPHORUS REMOVAL PROJECT

WHEREAS, the City Council of the City of Anamosa, Iowa now desires to construct certain WASTEWATER IMPROVEMENTS- PHOSPHORUS REMOVAL PROJECT in the City of ANAMOSA, Iowa; and

WHEREAS, the City Council has contracted with Snyder & Associates to design the improvements to the Wastewater Plant; and

WHEREAS, the City Council of the City of ANAMOSA, Iowa, has heretofore authorized the preparation of plans, specifications and bid documents for the construction of the "WASTEWATER IMPROVEMENTS – PHOSPHORUS REMOVAL PROJECT", said plans having been filed with the City Clerk on, or about, FEBRUARY 6, 2019, and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of ANAMOSA, Iowa, that said improvements are hereby ordered constructed, and that the City Clerk publish notice of date of letting for MARCH 7, 2019 at which time the City Clerk will receive bids for said work up until 2:00 pm, at which time all bids will be opened and publicly read with action to be taken on said bids at a City Council meeting at 6:00 P.M. on MARCH 11, 2019, said notice to be published once at least four, but not more than 45 clear days prior to the date set for letting.

**BE IT FURTHER RESOLVED**, that a public hearing be held, on MARCH 11, 2019, at 6:00 P.M. for consideration of the adoption by the City Council of the proposed plans, specifications and proposed form of contract for said improvements. The City Clerk shall publish notice of said hearing once at least four, but not more than 20 days prior to the date set for hearing.

PASSED AND APPROVED THIS 11TH day of FEBRUARY, 2019.

	Dale Barnes, Mayor	
ATTEST:		
Tammy Coons, City Clerk		

City of Anamosa Treasurer's Monthly Report as of January 31, 2019

		Beginning Cash	_	Monthly	Monthly	Monthly	Monthly	End	Ending Cash	Investment *	Petty		Ending Fund
		Balance as of						Bala	Balance as of	Balance as of		20	Balance as of
Fund		01/01/19	4	Revenue	Expenditure	Transfers In	Transfers Out	9	01/31/19	01/31/19	Cash		01/31/19
General **	9	\$ 3,152,049.33	67	62,413.45	\$ 413,865.81	-		\$ 2,8	2,800,596.97	\$ 9,184.81	\$ 750.00	69	2.810.531.78
Forfiture-Police Dept.	02	\$ 618.25						69	618.25			69	618.25
Police Canlne	03	\$ 4,334.52	69	0.33	69			69	4,334.85			69	4,334.85
Local Access	8	\$ 3,827.03	69	3.57				69	3,830.60			69	3.830.60
Road Use Tax	90	\$ 1,109,541.01	69	60,368.91	\$ 97,127.71	1		3,1	1,072,782.21	49		69	1.072.782.21
Local Option-35%	60	\$ 102,453.17	69	11,648.14	\$ 350.00	0		69	113,751.31	9		69	113,751.31
Local Option-65%	66	\$ 240,912.77	မာ	21,454.37	\$ 11,755.45	2			250,611.69			69	250.611.69
Debt Service	Ξ	\$ 113,169.77	69	561.84	69	69		69	113,731.61	€ <del>/</del>		69	113,731,61
TIF.	72	\$3	69	1	69			69	315,110.90			69	315,110.90
Special Assesment	5	\$ 156,097 44	44	262.56	<b>1</b> 0		49	69	156,360.00	•		69	156.360.00
Employee Benefit	8	\$ 412,408.55	64	3,592.87	69			69	416,001.42	·		69	416.001.42
Library Special Gift	2	49	69		69		\$	69	,	\$ 587,712,09-		69	587.712.09
Library Campaign Frund	ន	5	49	1	4			€9	•	1	4.	69	
Cemetery Operations	22	\$ 10,000.00	69		(s)			69	10,000.00	- -		69	10.000.00
Cemetery Perpetual Care	28	\$ 93,352.52	49	•	10			49	93,352.52	¥	٥	69	93,352,52
Wetlands Project	46	69	69	1	±			69	800.53	59		69	800.53
Consumer Deposit		\$ 184,437.26	47	1,414,06	\$ 1,528.69			69	_			69	184.322.63
Water	5	\$ 959,539.23	69	75,315.45	\$ 66,431,42	2		\$	968,423.26	59		69	968,423.26
WasteWater	22	\$ 3,520,442.99	69	98,801.73	\$ 130,939.95	2		\$ 3,4	3,488,304.77	5		69	3.488.304.77
Senior Center	8	· ·										69	,
Street Projects	2	\$ (83,436.16)	\$		49				(83,436.16)			69	(83,436,16)
Water Projects	7	\$ (689,820.83)	8	•	\$ 13,343.61			\$	(703.164.44)			65	(703 164 44)
Sewer Projects	72	\$ 590,859.44	69	-	69				590,859.44			69	590.859.44
Downtown Projects	73	69										49	
Building Projects	74	69			69			69				69	
Park & Rec Projects	75	\$ 35,235.50	69	1	69-	9		69	35,235.50			69	35 235 50
Capital Projects	92	\$ 0.38	69	•	49		69	69	0.38			69	0.38
Payroll Clearing	8	•						69	,			69	
Total	7	\$ 10,231,933.60	69	335,837.28	\$ 735,342.64	4	·	8,9,8	9,832,428.24	\$ 596,896.90	\$ 750.00	69	10,430,075.14

<sup>\*\*</sup> Includes Savings Acct. and \$7,000 in Library Fund.

Investments on only be used for specific purpose.

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

The beginning cash balance increased by \$2,269.00 due to an adjusting JE from auditor to reflect payroll account balance increase as of 6/30/15.

The beginning cash balance decreased by \$27,650 due to an adjusting JE from auditor to reflect payroll account balance decrease as of 6/30/16.

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

# Monthly Productivity Report Water Department

Week 1:

Testing, rounds, 14 work orders, 1 Line Locates, Po4 Hot test, 1 meter change out, walking route for meters, Cleaned out sand pits in water plant cleaned trucks and plant

Week 2:

well 5, Bacteria testing for the month, ordered fuel for all gererators in Testing, rounds,6 work orders, 2 Line locates, Well testing well 4 and the city Water/Sewer, Cleaned plant and trucks.

Week 3:

testing and rounds, 5 Work orders, 4 Line locates, Well draw down on both city wells, 57 Door posts, Cleaned trucks and Plant

Week 4:

Testing, rounds, 12 work orders, 7 locates, Ran street shops dump truck to Manchester for repair, Plowed water plant properties( well 5, south tower and water plant. 1 meter change out. Intergrated new hmo pumps and CL2 room.

> 37 Orders Work

14 Locates Line

27 Posts Door

Offs

18 Shut

City of Anamosa Investment Report for Month Ending January 31, 2019

Investments	Financial Institution	Financial Investment Institution Number	Amount of CD	Purchase Date	Purchase Maturity Date Date	Redemption Interest Date Rate	-	YTD CD Value as of Dec 31, 2018	This month's Investments	This Month's Interest Earned	YTD and Maturity Interest Earned	YTD and Maturity Monthly Interest Earned Interest Added	YTD and Maturity Interest Added	YTD CD Value as of	Redemption
General Fund															
Sub-Total			55					S	S		69	59	50	64	50
Housing Rehab MM								s							
Memorial Hall	Citizens	9-920605	\$ 1,979.17					\$ 2,184.81				69	3.33	\$ 2,184.81	
Total General Fund			\$ 1,979.17	1	50			\$ 2,184.81	8		99	9	\$ 3.33	99	l l
LCC Fund															
30T	Fidelity	19284	\$ 650,000.00 08/09/12 08/09/14 \$ 600.000.00 06/77/14 06/77/16	08/09/12	08/09/14	06/26/14	1.100%								
CCC	Citizens	1		06/29/16	06/29/18	06/29/18	4			45	\$ 11,481.48				\$ 612,228.98 \$ 611,481.48
LCC-McHugh/Historical	Citizens	76124	\$ 32,000.00	32,000.00 01/20/12 01/20/13	01/20/13	01/24/13	%008'0								\$ 32,257,22
Sub-Total	-		\$ 4,768,807.70								\$ 11,481.48	55	· ·	w w	4
Sub-Total			€9												
Total			\$ 4,768,807.70						69		\$ 11,481.48	S	n 60	60	\$ 4,932,855.72
Road Use Tax Fund															
TOTAL			C 1 215 514 04						6						
			PC-FICACION &					2		2	9	9	59	·	\$ 1,356,905.95
LOT 35%															
LOT 35%	Citizens	76069	\$ 250,000.00 11/01/11	$ +$ $ \cdot$	05/01/12	05/07/12	0.65%								25081027
Sub Total							-								
LOT 65%									49		<b>∞</b>	(A	8	\$	·
Sub-Total			50					\$	9		٠				
Total	_														
			•								1	95	69	×	-
Debt Service Fund															
Debt Service	Citizens	76205	\$ 129,118.97 08/09/12		05/09/13	05/10/13	0.50%								\$ 129,602.24
Total		İ						\$	69	69	49	50	is.	6/2	
TIF Fund															
- 0															
Total			#REF!				\$		50		S	S	5		S

City of Anamosa Investment Report for Month Ending January 31, 2019

	Financial	Financial Investment		Purchase	Maturity	Purchase Maturity Redemption Inter	est	YTD CD Value as of	This month's	This Month's Mat	YTD and Maturity Mo	Monthly	YTD and Maturity	YTD CD Value as	Redermeton
Investments Special Assesment	Institution	Number	Amount of CD	Date	Date	Date	Rate	Dec 31, 2018	Investments	Interest Earned Interesi	Interest Earned Interest Added	est Added	Interest Added	Jan 31, 2019	/Rollover Amount
Special Assessment	Citizens	76206	\$ 347,127.23	08/09/12	05/09/13	05/10/13	0.50%								348,426.46
Total			60					S	S	w	6/9 I	1		12	
Employee Benefit															
Employee Benefits	Citizens	5, 76203	\$ 76,526.34	08/09/12	05/09/13	05/10/13	0.50%								\$ 76,812.76
Total Library									8	s.	<i>9</i> 2	- 7	69	6	
Library	Citizens	1 76125	69	11.860.15 01/20/12	01/20/13	01/24/13	0 80%								
Library-Benton Book Trust	F&M		i i	7,000.00 03/20/14 03/20/15	03/20/15	03/23/15	0.40%								7 028 03
Library-Benton Book Trust Library-Benton Book Trust	Fidelity Fidelity	4E+09 125083	\$ 7,000.00	7,000.00 03/25/15 03/25/16 7,000.00 04/05/16 04/05/20	03/25/16	03/28/16	0.60%	3,000.00						7,000,00	
Library Special Gift	Citizens	1-	\$ 23,322.12	01/20/12	01/20/13	01/24/13	0.80%								23 509 58
Library Special Giff	Citizens	76202	\$ 5,741.25		08/09/13	08/14/13	0.45%								\$ 5,767.11
Library Special Gift	F&M		\$ 118,194.20	12/24/15	06/24/16	06/24/16	0.67%								\$ 118.591.57
Library Special Giff	F&M	400045502		12/24/15 06/24/16	06/24/16	06/24/16	%200								
Library Special Gift	F&M		\$ 118,194.20 12/24/15	12/24/15	06/24/16	06/24/16	0.67%								118,591.57
Library Special Gift	F&M			12/24/15	06/24/17	06/26/17	1.25%				6/9		'		
Library Special Gift	F&M	400045563	\$ 118,591.57	06/27/16	06/27/18	06/27/18	1.26%					: - <del> </del>			
Library Special Gift	Fidelity	-+	\$ 118,591.57		06/27/20		. ,	\$ 118,591.57						İ	
Library Special Gift	Fidelity	1-1	1	06/27/16	06/27/21		1 4	ļi						\$ 118,591.57	
Library Special Gift Library Special Gift	Fidelity	127026	\$ 110,322.85	06/29/18	06/29/23		1.30%	\$ 110,322.85	100					\$ 110,322.85	
											-	-		\$ 121,014.33	
Total			\$ 1,601,967.26					s 594,712.09		S	νs	1	69	\$ 594,712.09	\$ 1,023,175.52
Berndes Trust												1			
Cemetery Operations	Citizens	76200	\$ 10,000.00 08/09/12		08/09/14	08/11/14	1.00%				69	,			\$ 10,201.51
Sub-Total			\$ 60,000.00					69	•	6	69	1	S	50	\$ 60,752.84
Cemetery PC															
Cemetery PC	Citizens	76128	\$ 84,502.52	01/20/12	01/20/13	01/24/13	%08'0								\$ 85,224,29
Sub-Total			50						1	· s				~	
Total			\$ 60,000.00						5	9	5/3				10 CST 03
Wetlands											-				
Total			59					· · ·	9	· ·	S	1		9	9

Investments Water Fund	Financial Institution	Financial Investment Institution Number	Purchase Maturity Amount of CD Date Date	Purchase Date	Maturity Date	Purchase Maturity Redemption Interest Date Date Date Rate		Dec 31, 2018	This month's Investments	This Month's Interest Earned	This Month's Maturity Monthly Interest Earned Interest Added	Monthly Interest Added	YTD and Maturity Interest Added	YTD CD Value as of Jan 31, 2019	Redemption /Rollover Amount
Consumer Deposits	Citizens	76201	\$ 305,000.00 08/09/12 08/09/14 08/11/14	08/09/12	08/09/14		1.05%								31146569
Sub-Total			\$ 1,425,000.00						\$		89.	69	69	69	\$ 1.441.442.11
Water	Citizens	76207	\$ 600,000.00 08/09/12 05/09/12	08/09/12	05/09/12	05/10/13	0.50%								\$ 602 245 68
Sub-Total			\$ 950,245.82					S		₩.	•	2	149	5-9	\$ 1,745,254,25
TOTAL			\$ 2,375,245.82					<b>S</b>	S		50	9	64	<b>1</b>	\$ 3,186,696,36
Wastewater Fund															
WWTR WWTR	Citizens	76127 76204	\$ 500,000.00 01/20/12 01/20/13 01/24/13 \$ 700,000.00 08/09/12 08/09/13 08/14/13	01/20/12	01/20/13		0.80% 0.65%								\$ 504,270.73
TOTAL			\$ 955,794.66					8	9		8	\$	¥9.	· · · · · · · · · · · · · · · · · · ·	\$ 5,202,787.44
Total	al							\$ 596,896.90	59		\$ 11,481.48	. 649	3.33 \$	ļ	596.896.90 \$ 15.763.173.83

Jan. 2019 Month End Utility Billing Report	D M == 44-1-4-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-
--	--

UB Monthly totals for Jan. 2019	•	140	Anna Contract		Ī	
		Jan. 10	water customers	omers		Unpaid as of Jan. 2019
				2019	2018	\$54.031.08
01 WA Residential	\$52,874.81	\$52,407,06	\$52,407,06 Residential 01	1,793	1 791	
02 WA Commercial Gallon		\$2,182.71	\$2,182.71 Comm.02 gal.			
03 WA Commercial	\$9,198.34	\$6,541.50	\$6,541.50 Comm. 03	139	140	
04 WA Tax Exempt	\$2,260.93	\$2,303.28	Gov/School 04	21	2	22 Tax-evempt
05 Outside WA Only	\$0.48	\$0.94	Outside WA 05	i <del>I</del>	1 5	
06 Outside WA	\$189.92	\$120.62	\$120.62 Outside WA 06	0		•
20 WA Non City	\$84.24	\$64.20	\$64.20 Non City 20	; c	10	_
MQ 66	\$0.00	\$0.00	Dummy Meters	<u> </u>	100	Unbaid as of Jan 2018
Total Water	\$64,608.72	\$63,620.31	Totals	1,986	1,987	\$46,282.25
	1					
	\$78,595.52	\$77,882.53	\$77,882.53 Sewer Customers			
11 SW Commercial	\$10,802.31	\$8,213.84	Residential 10	1,764	1,765	
12 SW Commercial Gallon		\$2,077.12	Comm. 11	141	142	
14 SW Commercial Tax-ex	\$2,202.79	\$2,157.91	Comm. Gal 12		2	
21 SW Non City	\$500.06	\$465.94	Comm. 14	00	0	19 Tax-exempt
Total Sewer	\$92,100.68	\$90,797.34	Non City 21	ıOl	(C)	
Landfill - Misc	\$4,374.00	\$4,388,00	Totals	1,928	1,933	
Total	\$161,083.40	\$158,805.65				Total custs billed Jan. 2019-1995
						Total custs billed Jan. 2018-2006

Current Water Base \$19.87/\$4.51 per hundred CF over base Current Sewer Flat Base \$24.00 - \$4.10 per hundred CF

Jan. 2018 Water Base \$19.87/\$4.42 per hundred CF over base Jan. 2018 Sewer Flat Base \$24.00-\$4.10 per hundred CF

Total SW & WA consumption Jan. 2019 2,641,130 billing for Dec. 2018 usage Total SW & WA consumption Jan. 2018 2,466,880 billing for Dec. 2017 usage

These figures reflect the Jan. 2019 billing for Dec. 2018 usage

Prepared by Linda Iben

Monthly report: January 2019 Street Department

Install new traffic signs

Build new barricades

Wash and clean all trucks and equipment

12-31-18 Sanding operations

1-2-19 Sanding operations

Plow truck repair

Oil webs on plow trucks

Clean storm drains x2

Stop sign repair Chamber dr. and Chamber ct.

1-4-19 IAMU Training

**Takedown Christmas lights and decorations** 

Cold patch

Repair and paint Ford truck

Fix street light on South Ford Street

Clean up leaves downtown

Haul rock to Tower rd. and repair for W/W

Repair Banner hangers

**New Stop sign installs** 

Service 2014 1 ton

Service 2010 Ford

Service Water Dept. truck

Check LCC roof leak

New cylinders for plow truck and send 2 out for rebuild

Prepare plow trucks and sanders

Tree removal on 1st street by P.D.

Pick up and store tires for P.D.

1-12-19 and 1-13-19 Snow event Plowing and sanding

Haul sand and mix x 2

Snow removal uptown x3

Wash and lean plow tucks

Plow back snow in all areas of town

Snow emergency 1-18-19 and 1-19-19

Snow removal- all parking lots, dead ends and cuidesacs

Temporary stop sign at 3rd street and South Linn st.

1-22-19 and 1-23-19 snow event, plowing and sanding

Plow tuck repair at Henderson

1-28-19 Snow event Plowing and sanding

## CITY OF ANAMOSA PAYMENTS FOR PUBLICATION JANUARY 2019

Vendor Name	Description	Amount
FIRE PAY		
BARNES/CHUCK	7/1/18-12/31/18 FIRE PAY	260.00
BARNES/JASON	7/1/18-12/31/18 FIRE PAY	175.50
BICKFORD/DYLAN	7/1/18-12/31/18 FIRE PAY	10.00
BUCK/JUSTIN	7/1/18-12/31/18 FIRE PAY	175.50
CAMP/RICHARD	7/1/18-12/31/18 FIRE PAY	168.50
CAMPBELL/TOM	7/1/18-12/31/18 FIRE PAY	140.50
CARSON/DAVID	7/1/18-12/31/18 FIRE PAY	344.00
EDWARDS/ROBERT	7/1/18-12/31/18 FIRE PAY	322.50
ENGLISH/CURTIS	7/1/18-12/31/18 FIRE PAY	47.50
ERICKSON/SCOTT	7/1/18-12/31/18 FIRE PAY	48.50
FABER/ALEXANDER	7/1/18-12/31/18 FIRE PAY	85.50
FRANK/DANIEL	7/1/18-12/31/18 FIRE PAY	462.50
GIBBS JR/TIM	7/1/18-12/31/18 FIRE PAY	201.50
GINTER/DANIEL	7/1/18-12/31/18 FIRE PAY	347.50
GINTER/JAMIE	7/1/18-12/31/18 FIRE PAY	249.50
HANDEL/LANCE	7/1/18-12/31/18 FIRE PAY	179.00
KOOB/WESLEY	7/1/18-12/31/18 FIRE PAY	457.00
KULA/DYLAN	7/1/18-12/31/18 FIRE PAY	85.50
MCGREEVY/MICHAEL	7/1/18-12/31/18 FIRE PAY	448.50
MCNAMARA/MATT	7/1/18-12/31/18 FIRE PAY	89.50
MCWHORTOR/DUSTIN	7/1/18-12/31/18 FIRE PAY	85.00
MINER JR/MIKE	7/1/18-12/31/18 FIRE PAY	120.00
MINER/CHRIS	7/1/18-12/31/18 FIRE PAY	144.50
MOELLER/CODY	7/1/18-12/31/18 FIRE PAY	112.50
MOELLER/JAMES	7/1/18-12/31/18 FIRE PAY	200.00
PAULSON/KEITH	7/1/18-12/31/18 FIRE PAY	187.00
RUHL/CHRIS	7/1/18-12/31/18 FIRE PAY	295.00
SHADA/TIM	7/1/18-12/31/18 FIRE PAY	816.50
SNOW/JASON	7/1/18-12/31/18 FIRE PAY	183.00
STRUBE/KYLE	7/1/18-12/31/18 FIRE PAY	127.00
SWISHER/JEFF	7/1/18-12/31/18 FIRE PAY	260.50
TAPKEN/MATTHEW	7/1/18-12/31/18 FIRE PAY	142.00
TAYLOR/PRESTON	7/1/18-12/31/18 FIRE PAY	51.50
ZIMMERMAN/BRODY	7/1/18-12/31/18 FIRE PAY	81.00
LIBRARY & UTILITY		
ALLIANT ENERGY	DEC SRVC	27,150.45
AMAZON	HP INK	205.89
BAKER & TAYLOR	BOOKS	698.26
BLACK HILLS ENERGY	DEC SRVC	3,554.49
BOOK SYSTEMS, INC	1 YR SUBSCRIPTION	995.00
CENTURYLINK	DEC SRVC	961.46
DES MOINES REGISTER	ANNUAL SUBSCRIPTION	728.06

#### CITY OF ANAMOSA

#### **PAYMENTS FOR PUBLICATION**

PAYMENTS FOR PUBLICATION		
JANWARDS SARITATION	FEB/MAR GARBAGE PU	33.50
MAQUOKETA VALLEY ELECTRIC	DEC ELEC SVS COM PARK	84.79
MIDWEST TAPE	INVOICE BALANCE MISSED	3.07
OFFICE EXPRESS	PAPER PRODUCTS	179.83
PETTY CASH	POSTAGE: PETTY CASH	35.64
TRANSWORLD NETWORK, CORP	DEC SRVC	105.78
U.S. CELLULAR	DEC:CELL PH	602.18
VISA	WIX SUBSCRIP/DOMAIN NAME	218.90
WALMART COMMUNITY BRC	SUPP KIDS PROGRAM	146.45
WAPSIPINICON ALMANAC	NEW ALMANAC	9.00
COUNCIL VOUCHERS APPROVED 1/28/1	19	
AERO RENTAL	GAME RENTALS SPOOKE PARADE	635.89
AFFORDABLE HEATING & COOLING	SVC CALL: BOILER RPR	127.50
ALL CLEAR WINDOW CLEANING INC	WINDOW CLEANING	70.00
ALL SECURE	FIRE ALARM MONITORING	75.00
ALTORFER MACHINERY CO	RPL PANEL ROSEMARY LS	6,336.45
AMERICAN BANKERS INSURANCE CO	FLOOD INSUR WWTP	4,202.00
ANAMOSA CARE CENTER	REF WTR BILLED GAL IN ER	16,165.46
ANAMOSA COMMUNITY SCHOOL	SPONSORSHIP AD	75.00
ANAMOSA FLORAL	COMMUNITY CONCERT DECOR	81.00
ANAMOSA STATE PENITENTIARY	INMATE LABOR	320.00
BANOWETZ LUMBER COMPANY INC	LUMBER REBLD BARRICADES	486.24
BARD CONCRETE	CEMENT BLOCKS WWTP	1,880.00
BARRON MOTOR SUPPLY	PAINT	402.44
BRAY ELECTRIC	ELEC MAINTENANCE OUTAGE	70.00
BROWN SUPPLY CO., INC.	SUMP PUMPS/MANHOLE LFTRS	2,799.00
BSN SPORTS	FLOOR TAPE	23.96
C.J. COOPER & ASSOCIATES, INC.	EMPLOYEE DRUG TESTING	105.00
CARPENTER/GREGG	REIMB: WORK JEANS	22.00
CARQUEST	TORCH KIT	246.98
CARSON/DAVID	REIMB: FUEL	5.00
CASEY'S GENERAL STORES INC.	DEC FUEL	405.61
CENTRAL IOWA DISTRIBUTING	CLEANING SUPP	461.51
CHAMPEAU/BRIAN	REIMB: MEALS TRAINING	8.34
CHEM RIGHT LABORATORIES INC	WATER TESTING	150.00
CHEMSEARCH	GLASS CLEANER	220.46
CITIZENS SAVINGS BANK	QTR BILLING ACH	173.45
CLIFTON LARSON ALLEN LLP	gFY 18 AUDIT FINAL BILLING	3,750.00
CONDUENT ENTERPRICE SOLUTIONS	MNTHLY CONTRACT:01/19	3,251.95
CONRACTOR SOLUTIONS	CHAIN SLING & TRASH PUMP	2,682.00
COTTON GALLERY	BBALL JERSEYS	593.85
CUTTING EDGE GRAPHICS	TSHIRTS VOLLEYBALL	172.50
DENNISTON/DEREK	REIMB: JCERT TRAING EQUP	230.79
DORSEY & WHITNEY LLP	LEGAL SVS WTR REV ISSUE	9,500.00
ENAQUA	RPL BULBS UV SYSTEM	827.00
FAREWAY STORES, INC.	SUPP/TREE WALK/CONCERT	514.45

#### **CITY OF ANAMOSA**

#### **PAYMENTS FOR PUBLICATION**

IANUARY 2019	UNIFORM PANTS	88.00
GINTER/JAMIE	FD MTGS 11/7 & 12/15	30.00
HAWKINS, INC	CHLORINE	4,962.80
HENDERSON TRUCK EQUIPMENT	PLOW CYLINDERS	997.14
HOME DECORATING CENTER	CARPET REMNANT/TAPE	142.07
HOWARD R GREEN	ENG: WTR TRMT PLNT DELAY	16,646.75
IA WORKFORCE DEVELOPMENT	UNEMPLOYMENT K HERMAN	1,960.00
INFRASTRUCTURE TECHNOLOGY SOLU	BACK UP	136.00
IOWA ASSOC. OF MUNICIPAL UTIL.	QTR ECIASSIO DUES	2,709.36
IOWA PRISON INDUSTRIES	SIGNS	1,444.50
IOWA PUMP WORKS INC	PULL/RPR VAUGHN CHPR PMP	813.76
JETCO INC	SONIC WALL - WWTP	3,672.20
JJ MERRILL CUSTOM FABRICATION	RAPTOR LINER	465.00
JOHN DEERE FINANCIAL	TOOLS	1,160.23
JONES COUNTY AUDITOR	WAPSI TRAIL IMPROV REAP	95,903.41
JONES COUNTY ECONOMIC DEVELOP-	3RD QTR FY 19 CONTRIB	2,500.00
JONES COUNTY ENGINEER	CITY SHARE SHAW RD PRJCT	90,799.86
JONES COUNTY SOLID WASTE MGMT	3RD QTR FY 19 ASSESSMENT	5,416.25
JOURNAL-EUREKA	PUBLICATIONS	1,533.45
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT QTRLY	102.31
KONICA PREMIER FINANCE	COPIER CONTRACT	151.64
KONICA PREMIER FINANCE	COPIER LEASE	233.49
L.L. PELLING COMPANY	PREMIX	503.20
LAHACIENDA MEXICAN RESTU	REF SWR GALLON MTR ERROR	6,748.48
LINN CO-OP OIL CO.	DIESEL: WWTP	1,027.14
LINNH2O LLC	ANNUAL CALIBRATION LAB	149.00
LOU'S GLOVES	GLOVES	172.00
MATHESON TRI-GAS INC	SPOOL GUN	809.79
MCALEER	WATER COOLER RENT	12.00
MEDIACOM	JAN INTERNET SVS	334.01
MENARDS	SUPPLIES/SPRAY FOAM KIT	1,123.53
MID-STATES ORGANIZED CRIME INF	MEMBERSHIP	100.00
MISSISSIPPI VALLEY PUMP, INC.	REPAIR VAUGHN PUMP	15,254.00
MMS CONSULTANTS, INC.	ENG: UPDATE ZONING MAP	458.00
MONTICELLO SPORTS	MINI BASKETBALL GOALS	1,250.00
NORLIN/GREG	JAN: QUARRY LEASE	300.00
NORTH CENTRAL LABORATORIES	LAB SUPP	42.95
QC ANALYTICAL SERVICES LLC	TESTING	6,250.57
RADIO COMMUNICATIONS	ANNUAL MAINT CONTRACT	527.75
RED'S SALES & SERVICE	RPR 2014 EXPLORER	768.99
REECE ELECTRIC,INC	HOOK UP MIXER	1,975.80
RHINO INDUSTRIES INC	NEW PLOYMER INJECTION UN	14,526.02
ROTO ROOTER	ROOT CUTTING SWR MAIN	740.00 131,751.29
SANDRY FIRE SUPPLY, LLC	SCBA-GRANT REC'D	151,751.29
SCHIMBERG CO.	PARTS RPR GYM HEATERS	3,734.87
SHAFFER PLBG & HTG	LEGAL SVS: PD UNION	5,129.64
SHUTTLEWORTH & INGERSOLL	LEGAL 3V3. FD UNION	3,123.04

#### **CITY OF ANAMOSA**

#### **PAYMENTS FOR PUBLICATION**

PATIVIENTS FOR PUBLICATION		
<b>₩₩₽₽</b> ₩₽₽₽	REIMB: MEALS/FUEL	55.56
SNYDER & ASSOCIATES INC.	<b>ENG: PHOSPHORUS REMOVAL</b>	16,485.00
STATE HYGENIC LABORATORY AR	POOL INSPEC - AUG	13.00
STATE INDUSTRIAL PRODUCTS	PIT RAIDER	1,114.18
STONE CITY QUARRIES	SAND	2,025.74
STOREY KENWORTHY	SCANNER	472.13
STROTHER LANDSCAPING & LAWNCAR	WEED CONTROL BALL DIAMON	85.00
TAPKEN'S CONVENIENCE PLUS	DEC: FUEL 103.81 GAL	257.23
TREY ELECTRIC CORP	RPL PUSH BUTTONS	350.00
U.S. CELLULAR	SQUAD MODEMS	176.20
USA BLUE BOOK	GLOVES	238.83
VONDERHAAR CONSTRUCTION	RPR SWR LINE	160.00
WALMART COMMUNITY BRC	CLEANING SUPP	606.74
WAPSI WASTE SERICE, INC.	DEC: WASTE PU	480.00
WATER SOLUTIONS UNLIMITED	BOOSTER PUMP	1,380.37
WELAND CLINCAL LABS	DRUG SCREENING	185.50
WELTER STORAGE EQUIPMENT CO.	CONFERENCE TABLE - WTR	220.00
CONSUMER DEPOSIT REFUNDS		
BARNETTE/KRISTEN	CD REFUND	92.31
CASPERS/RANDY	CD REFUND	0.65
ELON HOMES INC	CD REFUND	73.73
HILDEBRANDT/GARY	CD REFUND	83.94
HUMPAL/MARGUERITE	CD REFUND	49.34
JAMISON/RICH	CD REFUND	70.55
K & M RENTALS	CD REFUND	41.97
RESCHKE/ALEX	CD REFUND	30.76
SAUNDERS/SHERRI	CD REFUND	13.83
VONBEHREN/STEPHANIE	CD REFUND	46.23
HANDCHECKS		
US POSTMASTER	POSTAGE	96.18
ELAN CARDMEMBER SVS	LODGING/MEALS/MEMBERSHIP	587.80
CITY OF ANAMOSA - PAYROLL	PAYROLL	99,429.76
US POSTMASTER	POSTAGE	509.36
CITY OF ANAMOSA - PAYROLL	PAYROLL	3,618.80
PETTY CASH - PD	POSTAGE	199.24
IOWA DEPT OF NATURAL RESOURCES	LICENSE FEE	20.00
IA MUNICIPAL FINANCE OFFICERS	MEMBERSHIP	50.00
CITY OF ANAMOSA - PAYROLL	PAYROLL	67,543.65
USA BLUE BOOK	REFRIGERATOR - WTP	1,985.74
EXHALE VAPE SHOP	REFUND CIGARETTE PERMIT	56.25
TREASURER STATE OF IOWA	SALES/WET TAX	4,153.73