

MONDAY

-- APRIL 8, 2019 --

**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 8TH DAY OF APRIL, 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) April 8, 2019 – Regular Council Meeting
 - April 15, 2019 – Special Session
- 4.0) PUBLIC HEARINGS: NONE**
- 5.0) PRESENTATION(S):**
 - 5.1) Swimming Pool Evaluation – Water Technology, Inc. (WTI)
- 6.0) PROCLAMATIONS: NONE**

COUNCIL ACTION ITEMS

- 7.0) COMMUNITY BETTERMENT:**
 - 7.1) DISCUSSION AND POSSIBLE ACTION ON SERVICE AGREEMENT WITH WATER TECHNOLOGY, INC. (WTI) FOR EVALUATION OF AQUATIC COMPONENTS OF THE ANAMOSA AQUA COURT.
 - 7.2) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** OPPOSING HF773 (FORMERLY HSB165) A PROPERTY TAX REFORM BILL UNDER CONSIDERATION IN THE IOWA LEGISLATURE. **ROLL VOTE**
 - 7.3) DISCUSSION AND POSSIBLE ACTION ON **THIRD READING OF ORDINANCE** RE-ZONING OF PROPERTY LOCATED IN THE MEADOW RIDGE 8TH ADDTION FROM 8(R-1) SINGLE FAMILY RESIDENTIAL TO 2 (R-2) MULTI-FAMILY RESIDENTIAL. **ROLL VOTE.**
 - 7.4) DISCUSSION AND POSSIBLE ACTION ON **THIRD READING OF ORDINANCE** AMENDING CHAPTER 92 AND 99 OF THE ANAMOSA CITY CODE TO RESTRUCTURE WATER AND SEWER RATES TO FINANCE IMPROVEMENTS TO UTILITIES INFRASTRUCTURE. **ROLL VOTE.**

- 7.5) DISCUSSION AND POSSIBLE ACTION ON **SECOND READING OF ORDINANCE** AMENDING CHAPTER 74 OF THE CITY CODE (GOLF CARTS AND UTVS) AND CHAPTER 75 OF THE CITY CODE (ATVS AND SNOWMOBILES) TO (1) SEPARATE THE REGULATION OF GOLF CARTS FROM THE REGULATION OF UTVS, (2) SEPARATE THE REGULATION OF ATVS FROM THE REGULATION OF SNOWMOBILES, AND (3) MERGE THE REGULATION OF ATVS AND UTVS. **ROLL VOTE. POSSIBLE WAIVER OF 3RD READING. ROLL VOTE.**

8.0) **PUBLIC SAFETY:**

- 8.1) MOTION TO APPROVE THE RENEWAL OF BEER AND LIQUOR LICENSES:
A.) NEW CLASS C LIQUOR LICENSE WITH CATERING PRIVILEGE AND SUNDAY SALES – LOS TRES AGAVES, INC.

9.0) **PUBLIC WORKS:**

- 9.1) DISCUSSION AND POSSIBLE ACTION **RESOLUTION** APPROVING THE AGREEMENT AND NOTICE TO PROCEED WITH F.L. KRAPFL FOR THE WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL PROJECT. **ROLL VOTE.**

10.0) **FINANCE:**

- 10.1) DISCUSSION AND POSSIBLE ACTION ON REQUEST BY DEAN WOOD TO PURCHASE SECTION OF RIGHT OF WAY ADJACENT TO 218 E. MAIN STREET (COTTAGE ON MAIN).
- 10.2) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION** SETTING THE DATE FOR THE PUBLIC HEARING AMENDING THE CURRENT CITY BUDGET FOR FISCAL YEAR 2018-19. **ROLL VOTE.**
- 10.3) DISCUSSION AND POSSIBLE ACTION ON THE PAYMENT OF BILLS FOR THE MONTH OF APRIL, 2019.

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**
(This section is for public comment only. Elected officials will not be able to respond to any comments made due to Iowa Code Section 21.4)

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 April 8, 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; Dan Smith, Wastewater Superintendent; Dave Carson, Streets Employee and Jeremiah Hoyt, Police Chief. Guests Present Addressing the Council: None. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Council Minutes

Motion by Crump, second by Shaffer to approve the minutes of the March 25, 2019 Regular Council meeting. All Ayes. Motion Carried.

PUBLIC HEARINGS: NONE

COMMUNITY BETTERMENT:

Ordinance Re-Zoning the Property located in the Meadow Ridge 8th Addition from 8(R-1) Single Family Residential to 2(R-2) Multi-Family Residential

Motion by Weimer, second by Kay Smith to approve the **Second Reading of Ordinance** Re-Zoning the Property located in the Meadow Ridge 8th Addition from 8(R-1) Single Family Residential to 2(R-2) Multi-Family Residential. Roll Vote. All Ayes. Motion Carried.

Ordinance Amending Chapter 69 of the City Code (Parking Regulations)

Motion by Crump, second by Machart to approve the **Third Reading of Ordinance 931** Amending Chapter 69 of the City Code (Parking Regulations). Roll Vote. All Ayes. Motion Carried.

Ordinance Amending Chapter 92 and 99 of the Anamosa City to Restructure Water and Sewer Rates to Finance Improvements to Utilities Infrastructure

Motion by Crump, second by Kay Smith to approve the **Second Reading of Ordinance** Amending Chapter 92 and 99 of the Anamosa City to Restructure Water and Sewer Rates to Finance Improvements to Utilities Infrastructure. Roll Vote. All Ayes. Motion Carried.

Ordinance Amending Chapter 74 of the City Code (Golf Carts and UTVS) and Chapter 75 of the City Code (ATVS and Snowmobiles) to (1) Separate the Regulation of Golf Carts From the Regulation of UTVS, (2) Separate the Regulation of ATVS from the Regulation of Snowmobiles, and (3) Merge the Regulation of ATVS and UTVS

Discussion was held on the two different proposed versions of Chapter 74: version one – without equipment requirements and version two with equipment requirements. (Flag and slow moving vehicle sign)

Motion by Shaffer, second by Crump to approve the **First Reading of Ordinance** Amending Chapter 74 of the City Code (Golf Carts and UTVS) and Chapter 75 of the City Code (ATVS and Snowmobiles) to (1) Separate the Regulation of Golf Carts From the Regulation of UTVS, (2) Separate the Regulation of ATVS from the Regulation of Snowmobiles, and (3) Merge the Regulation of ATVS and UTVS adopting version one without equipment requirements (flag and slow moving vehicle sign). Discussion followed. Jacob Sheridan explained the jurisdiction issues on the section of Highway 64 that passes underneath Highway 151 that is not in the City limits. More discussion followed. Roll Vote. All Ayes. Motion Carried.

PUBLIC SAFETY: NONE

PUBLIC WORKS: NONE

FINANCE:

Resolution to Transfer Full Time Employee, Dave Carson to Wastewater Department

Motion by Kay Smith, second by Machart to approve **Resolution 2019-11** Approving the Transfer of Full Time Public Works – Streets Department Employee to the Wastewater Department and Setting Salary for Fiscal Year 2018-19. Rod Smith verified with Dave Carson that he is in favor of this transfer. Roll Vote. All Ayes. Motion Carried.

Resolution Approving the Hiring and Setting Salaries of Seasonal Part Time Employees for the Anamosa Aqua Court and the Parks Maintenance Department for the Upcoming Season

Motion by Weimer, second by Rod Smith to approve **Resolution 2019-12** Approving the Hiring and Setting Salaries of Seasonal Part Time Employees for the Anamosa Aqua Court and the Parks Maintenance Department for the Upcoming Season, with correction noted on salary for Pool Manager. Roll Vote. All Ayes. Motion Carried.

CITY ADMINISTRATOR'S REPORT:

Jacob reported the following:

- 1 - We have received the construction permit from Iowa DNR for the Phosphorus Removal Project.
- 2 - We are moving forward with the new website and the credit/debit card payment process.

Shaffer inquired as to why we had to write a hand check for \$306,000 for insurance. Jacob explained that we had received the billing after the March 25th council meeting and the policy will be expiring in April. Discussion followed.

MAYOR AND COUNCIL:

Machart – Landfill, reported that they will be raising the fees for recycling due to the processing of material brought in from outside the county.

Machart – E911, reported that are still working on getting a new system to provide better communication.

Public with Business with the Council on Items not on the Agenda: None

Adjournment

Motion by Crump, second by Machart to adjourn at 6:25 p.m. All Ayes. Motion Carried.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk

4/15/19 Special Council Meeting

The City Council of the City of Anamosa met in Special Session this April 15, 2019 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay, John Machart, Rod Smith, and Cody Shaffer present. Absent: Weimer. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator; and Tammy Coons, City Clerk. Guests Present Addressing the Council: None. Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Resolution Adopting Guidelines for Small Cell Facilities

Rod Smith he stated that he felt it would be wise to add an abandonment clause in the policy. Discussion followed.

Motion by Crump, second by Shaffer to approve **Resolution 2019-13** adopting Guidelines for Small Cell Facilities. 1 – Absent, Weimer. All Remaining Ayes. Motion Carried.

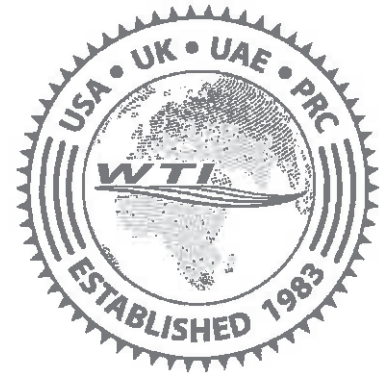
Adjournment

Motion by Rod Smith, second by Crump to adjourn at 6:15 p.m. All Ayes. Motion Carried.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk



Professional Services Proposal

Anamosa Swimming Pool Evaluation

Anamosa, Iowa

WTI Project Number: 17278.01

January 9, 2019

Client

City of Anamosa, Iowa

600 E Main St.

Anamosa, IA 52205

Tyler Laing

Director of Parks & Recreation

319.462.6181

tyler.laing@anamosa-ia.org

Consultant

Water Technology, Inc. (WTI)

100 Park Avenue, PO Box 614

Beaver Dam, WI 53916

www.wtiworld.com

Matthew W. Freeby, AIA, LEED AP, NCARB

Regional Director of Project Development

M. 920.210.2194

mfreeby@wtiworld.com

Jen Gerber

Business Development

M.763.360.0594

jgerber@wtiworld.com



WORLD LEADERS IN AQUATIC PLANNING, DESIGN AND ENGINEERING

Project Understanding

Scope

WTI services involve the on-site observation of the existing aquatic components and professional recommendation regarding aquatic repair, renovation, and replacement.

Description

The project involves an outdoor pool with six lap lanes, zero depth entry, diving well, and a single body flume waterslide.

Budget

The project budget is undetermined or unknown to WTI.

Schedule

The project schedule is undetermined or unknown to WTI.

Requirements

The following information, materials, and approvals are required for WTI to effectively and efficiently perform the services described in this proposal. The Client shall provide WTI, at no cost, with the following:

- Project site surveys
- Project record drawings, if applicable
- Written approval of WTI produced Deliverables

Scope of Services

Aquatic Evaluation

WTI will consult with the Client to document physical condition of the current aquatic facility and provide recommendations regarding inadequacies. WTI will conduct a non-destructive observation of the aquatic elements to form a professional opinion on necessary repairs, renovations, and replacements. WTI will perform the following tasks:

- Conduct site visit and document current conditions
- Identify deficiencies of aquatic components regarding current local health codes and industry standards. WTI will address the following components:
 - Pool Vessels
 - Pool Finishes
 - Pool Circulation Pumps, Fittings, Valves, Flow Meters, Gauges, and Controls
 - Pool Filtration System and Overflow Recovery System
 - Pool Water Chemistry Treatment System
 - Pool Deck Areas and Equipment
- Develop recommendations for repairs, renovations, and replacements
- Develop Rough Order of Magnitude (ROM) Aquatic Construction Budget regarding recommendations

Deliverables

Aquatic Evaluation

- Aquatic Evaluation Report
- ROM Aquatic Construction Budget

Services Provided By Others

WTI will assist with coordinating all WTI provided services with other disciplines of the project team. A non-comprehensive outline of scope for coordination and exclusion from the proposed WTI Scope of Services is below. The following services and project scope shall be the responsibility of the Client, or other Consultants of the Client.

Architecture

- Pool Room/ area evaluation
- Change Facilities, Bathhouses, Locker Rooms, Food Areas, Retail Areas, Offices
- Pool Mechanical Equipment Rooms, Pool Chemical Storage Rooms
- Evaluation of Accessibility to pool areas & decks

Civil Engineering

- Parking and vehicular access
- Storm and Sanitary sewers
- Site grading and drainage
- Utility distribution, including gas, electric and water

Feasibility and Operations

- Demographic research and analysis
- Revenue and expense forecasting
- Operational evaluation and analysis
- Facility and market research

Testing and Analysis

- Geotechnical testing and analysis
- Local water testing and analysis
- Water loss and leak Detection

Administrative

- Permits and regulatory fees
- LEED® Registration and Application
- Document reproduction and distribution

Terms and Conditions

Basis of Agreement

This proposal incorporates by reference AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect, or AIA Document C401-2007, Standard Form of Agreement Between Architect and Consultant. The general conditions of the contract will be defined in AIA Document A201-2007, General Conditions of the Contract for Construction.

Scope of Services

Services offered are limited to those services described in the proposal. No other services are offered or implied unless specifically addressed in the proposal.

Expiration

The attached proposal is considered valid for a period of ninety (90) days from the date of the proposal or its last revision date, if any. Proposals older than ninety (90) days are expired, unless reissued by WTI with a reissue date.

Payment

All proposals are based upon payment in US dollars. Invoices will be issued monthly and are payable within forty-five (45) days of date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Client. WTI will invoice professional fees monthly, on a percent complete basis, throughout the project term.

Hourly Charges/Additional Services

WTI personnel will be charged at the following rates:

Principal/Director	\$200.00
Project Manager/Engineer	\$150.00
Creative Studio	\$130.00
Project Design	\$115.00
Mechanical Design	\$135.00
Technical Design	\$85.00
Administrative	\$60.00

These rates are valid for a period of twelve (12) months from date of an accepted proposal. These rates are not valid for work involving claims settlement, expert witness or litigation work. Additional services, if requested by Client, will be performed on a stipulated sum or hourly basis, as agreed to in writing by both parties prior to initiating the additional services.

Reimbursable Expenses

Expenses and services not directly provided by WTI will be invoiced at one and 10/100 (1.10) times cost. Reimbursable expenses include travel expenses, printing of drawings and/or specifications and expedited delivery service. International travel is business class air. Domestic airfare will be premium economy (changeable and refundable). These costs are not included in WTI's fee unless specifically noted as included in our proposal. Air fares are based on seven (7) days advanced purchase. Costs associated with customer requested modifications to travel arrangements after purchase by WTI will be an addition to the contract sum.

Additional Project Related Costs

The following costs are not included in our proposal and should be anticipated in the owner's budgeting: geotechnical services and reports, topographic and boundary surveys (site surveys), testing, project related insurance, legal and safety consultant services, permits and fees, and marketing and operations development.

Project Requirements

The following information, records and electronic media will be provided to WTI at no cost:

- AutoCAD files of building, site and other work being prepared by others.
- Copies of geotechnical investigations, surveys and programming information.
- Complete set of plans and specifications of the building and site bid documents.

Standard of Care

Services provided by WTI under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the governing codes and regulations adopted at the time of the execution of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications or reports.

Risk Allocation

Client agrees that to the fullest extent permitted by law, WTI's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of fees for services for this project or twenty-five thousand and no/100 dollars (\$25,000.00), whichever is greater.

Governance

This Agreement shall be governed by the laws of the State of Wisconsin.



Insurance

Notwithstanding any other provisions in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement. During the term of this agreement, WTI agrees to provide evidence of insurance coverage as shown in the example Insurance Certificate attached hereto. In addition, WTI will attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage. Owner will require that any party hired for the construction of the project, including but not limited to the general contractor, construction manager, and subcontractors will include, in addition to the Owner, Water Technology, Inc. and its consultants as additional insured for all policies related to the project. Standard insurance carried by WTI is as follows:

General Liability (Occurrence)	\$1.0 Million USD
General Aggregate (Project)	\$2.0 Million USD
Automobile	\$1.0 Million USD
Umbrella/ Excess (Occurrence)	\$4.0 Million USD
Workers Compensation	Statutory
Professional Liability (Occurrence)	\$2.0 Million USD
Professional Liability (Aggregate)	\$4.0 Million USD

Costs for additional coverage limits, if requested, will be paid for by Client.

Photography

The project architect agrees that any published photos, descriptions or award submittals of the project that include reference to the aquatic work shall include WTI as the aquatic consultant.

Client Services

As part of WTI's quality assurance program, WTI will contact the Owner regarding services provided by WTI.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and WTI agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and WTI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing all mediation as the primary method for dispute resolution, between the parties to those agreements. No mediation arising out of or relating to this agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement, except by written consent containing a specific reference to this agreement signed by Client, WTI and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity duly consented to by the parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Hazardous Materials

Client represents to WTI that to the best of Client's knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated.

Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing site/structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees, to fullest extent permitted by law, to indemnify and hold the design professional harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the design professional.

Termination

Either party may terminate the agreement for convenience after seven (7) days written notice of intent to terminate. Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for WTI to close the work and organize files. WTI agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to Client upon receipt of final payment.

Fee for Professional Services

WTI professional services are offered for a stipulated lump sum, and are contingent upon WTI Terms and Conditions.

Fee for Professional Services \$9,850.00 USD

Project related expenses are reimbursable and are not included in the proposed fee. Reimbursable expenses include travel, express shipping, and printing. WTI will perform a total of up to the following number of trips to facilitate meetings and/or conduct site visits.

Trips / Visits / Meetings 1

Trip cost may vary depending on length of stay and number of WTI professionals required. Adding or combining tasks and meetings to trips will vary the cost of travel. Trip cost may vary as a result of unanticipated fluctuation in the cost of travel. WTI will make every reasonable effort to travel efficiently. WTI will charge \$1,500.00 USD plus travel expenses in addition to the above fee for additional travel, if requested, involving one WTI professional for one overnight stay.

Acknowledgement

This proposal will remain valid for a period of 90 days. Please provide the signature of an authorized representative on the line below indicating acceptance of the proposed scope and fee for professional services.

Water Technology, Inc.

City of Anamosa, Iowa

Signature

Signature

Name / Title

Name / Title

Date

Date



RESOLUTION NO. 2019-

RESOLUTION OPPOSING HF773 (FORMERLY HSB165) A PROPERTY TAX REFORM BILL UNDER CONSIDERATION IN THE IOWA LEGISLATURE

WHEREAS, the City Council of the City of Anamosa believes that, in the spirit of Home Rule, city budgeting and spending is best left in the hands of locally elected governments; and

WHEREAS, the City of Anamosa takes great care to provide top notch city services while remaining committed to conservative spending and responsible fund balances; and

WHEREAS, increasing city taxes are often the result of state mandates, such as pension contributions, and commercial and multi-residential property tax rollbacks; and

WHEREAS, each city has unique needs, goals and priorities such that uniform caps are not appropriate; and,

WHEREAS, the property tax reform bill under consideration was developed with little input from stakeholders and may result in unintended consequences damaging to the City of Anamosa and other cities in the State of Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, the City of Anamosa remains committed to keeping taxes low and providing great value to its citizens, but opposes HF773 as follows:

The City opposes limitations on the authority of locally elected officials;

The City opposes proposed caps on property tax revenue growth;

The City opposes proposed caps on ending fund balances;

The City opposes limitations on the permitted use of the Trust and Agency Levy for costs of pensions and employee health insurance.

PASSED AND APPROVED this 22nd day of April, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 2019-** fixing below my official signature as Mayor of the City of Anamosa, Iowa, this 22nd day of April, 2019.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk

ORDINANCE NO. _____

**ORDINANCE RE-ZONING OF PROPERTY LOCATED IN THE MEADOW
RIDGE 8TH ADDITION, ANAMOSA, IOWA, FROM SINGLE FAMILY
RESIDENTIAL 8 (R-1) TO MULTI-FAMILY RESIDENTIAL 2 (R-2)**

WHEREAS the request of Eagleview Land Development to re-zone the property they own in the Meadow Ridge 8th Addition in Anamosa, Iowa, from Single Family Residential 8 (R-1) to Multi-Family Residential 2 (R-2) came on for public hearing this date as previously scheduled; and,

WHEREAS advance notice of the public hearing held this date was published as required by both State and City Code; and,

WHEREAS the subject property was posted in advance of the public hearing held this date as required by City Code; and,

WHEREAS no objections were voiced this date to the re-zoning request of Eagleview Land Development; and,

WHEREAS the Council believes the re-zoning request of Eagleview Land Development is in accord with the comprehensive zoning plan for the City and the immediate neighborhood in question;

BE IT ORDAINED, THEREFORE, that the real estate located in the Meadow Ridge 8th Addition, Anamosa, Iowa, legally described as follows:

A portion of Outlot "B" Meadow Ridge Eighth Addition, Anamosa, Jones County, Iowa

is hereby re-zoned from Single Family Residential 8 (R-1) to Multi-Family Residential 2 (R-2). The City Clerk is directed to change the official zoning map for the City accordingly.

ENACTED THIS 25th day of March, 2019.

Dale Barnes, Mayor

ATTEST: _____
Tammy Coons, City Clerk

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 92 (WATER RATES) AND CHAPTER 99
(SEWER SERVICE CHARGES) OF THE ANAMOSA CITY CODE TO RESTRUCTURE
WATER AND SEWER RATES TO FINANCE IMPROVEMENTS TO UTILITIES
INFRASTRUCTURE**

WHEREAS the City of Anamosa is obligated by State and Federal law to comply with safe drinking water standards and to operate a water treatment facility in compliance with State and Federal mandates; and,

WHEREAS the City's water distribution system currently loses approximately thirty (30) percent of the water being pumped by the City's wells while the City's wastewater treatment influent consists of approximately forty (40) percent illegal inflow and infiltration; and,

WHEREAS the infrastructure of the City's water and wastewater utilities is in need of major maintenance and repair in order to address water loss in the City's water distribution system and illegal inflow and infiltration in the City's wastewater treatment utility; and,

WHEREAS the City is required to maintain water rates and sewer rates that are adequate to generate sufficient revenues to finance operational expenses, previously incurred debt, capital equipment costs, and required debt coverage ratios; and,

WHEREAS the City Council has determined that the City will need to increase water and sewer rates in order to meet its financial obligations;

BE IT ORDAINED, THEREFORE, that the following changes be made to Chapter 92 of the City Code:

1. Deletion of the provision including 360 cubic feet of water usage in the base rate charge per month per meter.
2. Deletion of the provision implemented with the enactment of Ordinance No. 912 in 2016 automatically increasing water rates by 2% per annum.

Deletion of the current monthly water rates chart set forth at Section 92.01 of the City Code and substituting it with the following two new water rate charts; one for the base rate, the other for the volumetric rate, both differentiating between the three user types (residential, commercial and industrial): in six phases; the first December 1, 2019, the second December 1, 2020, the third December 1, 2021, the fourth December 1, 2023, the fifth December 1, 2026 and the sixth December 1, 2024:

MONTHLY BASE RATES

User Type	Dec. 1, 2019	Dec. 1, 2020	Dec. 1, 2021	Dec. 1, 2022	Dec. 1, 2023	Dec. 1, 2024
Residential	\$15.00	\$10.00	\$7.00	\$5.00	\$5.00	\$5.00
Commercial	\$16.00	\$14.00	\$12.00	\$10.00	\$10.00	\$10.00
Industrial	\$50	\$100	\$150	\$200	\$250	\$300

MONTHLY VOLUMETRIC RATES

User Type	Volume (cubic feet)	Rate Per Cubic Foot					
		Dec. 1, 2019	Dec. 1, 2020	Dec. 1, 2021	Dec. 1, 2022	Dec. 1, 2023	Dec. 1, 2024
Residential	0 – 100 CF	\$0.045	\$0.055	\$0.06	\$0.065	\$0.068	\$0.07
	101 – 750 CF	\$0.05	\$0.06	\$0.07	\$0.075	\$0.078	\$0.08
	751 – 1,500 CF	\$0.06	\$0.07	\$0.08	\$0.09	\$0.095	\$0.10
	1,501 + CF	\$0.08	\$0.09	\$0.10	\$0.11	\$0.115	\$0.12
Commercial	0 – 500 CF	\$0.045	\$0.055	\$0.06	\$0.065	\$0.068	\$0.07
	501 – 3,750 CF	\$0.05	\$0.06	\$0.07	\$0.075	\$0.078	\$0.08
	3,751 – 7,500 CF	\$0.06	\$0.07	\$0.08	\$0.09	\$0.095	\$0.10
	7,501 + CF	\$0.08	\$0.09	\$0.10	\$0.11	\$0.0115	\$0.12
Industrial	0 – 900,000 CF	\$0.045	\$0.05	\$0.055	\$0.06	\$0.065	\$0.07
	900,001 – 1,000,000 CF	\$0.045	\$0.05	\$0.06	\$0.07	\$0.075	\$0.08
	1,000,001 – 1,100,000 CF	\$0.05	\$0.06	\$0.07	\$0.08	\$0.09	\$0.10
	1,100,001 + CF	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12

3. Establishing that residential outside water meters will be charged a flat volumetric rate equal to the 1,501 + CF volume tier.
4. By adding to Chapter 92 the following user type definitions:
 - a. Residential: A meter that measures water being provided to an area where residential activities are the primary activities. Apartment buildings and assisted living facilities that typically provide for long term residence will be considered residential.
 - b. Commercial: A meter that measures water to an area being provided where commercial activities are the primary activities. Hospitals, nursing homes, and hotels that provide temporary residential services will be considered commercial.

- c. **Industrial:** If a user meets the following criteria regarding its wastewater discharge, it will be considered an industrial user for both water and wastewater utilities, regardless of how the other user classifications may apply:
- (i) Discharges an average of 25,000 gallons per day or more of processed wastewater;
 - (ii) Contributes a processed waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the City's wastewater treatment facility;
 - (iii) Is subject to National Pretreatment Standards under Title 40 of the Code of Federal Regulations; or
 - (iv) Is designated by the Iowa Department of Natural Resources as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the City's wastewater treatment facility or for violating any pretreatment standards or requirements.

BE IT FURTHER ORDAINED that the following changes be made to Chapter 99 of the City Code:

1. Repeal of the sewer service rate chart set forth at Section 99.02(1) of the City Code and substituting it with the following two monthly rate charts; one for base rates, the other for volumetric rates, both differentiating between the three user types (residential, commercial and industrial):

MONTHLY BASE RATES

User Type	Dec. 1, 2019	Dec. 1, 2020	Dec. 1, 2021	Dec. 1, 2022	Dec. 1, 2023	Dec. 1, 2024
Residential	\$18.00	\$12.00	\$8.00	\$5.00	\$5.00	\$5.00
Commercial	\$20.00	\$16.00	\$13.00	\$10.00	\$10.00	\$10.00
Industrial	*	*	*	*	*	*

* See paragraph 2 following.

MONTHLY VOLUMETRIC RATES

User Type	Volume (cubic feet)	Rate Per Cubic Foot					
		Dec. 1, 2019	Dec. 1, 2020	Dec. 1, 2021	Dec. 1, 2022	Dec. 1, 2023	Dec. 1, 2024
Residential	0 – 100 CF	\$0.05	\$0.06	\$0.07	\$0.07	\$0.07	\$0.07
	101 – 750 CF	\$0.06	\$0.07	\$0.08	\$0.08	\$0.08	\$0.08
	751 – 1,500 CF	\$0.07	\$0.08	\$0.09	\$0.10	\$0.10	\$0.10
	1,501 + CF	\$0.09	\$0.10	\$0.11	\$0.12	\$0.12	\$0.12
Commercial	0 – 500 CF	\$0.04	\$0.05	\$0.06	\$0.07	\$0.07	\$0.07
	501 – 3,750 CF	\$0.05	\$0.06	\$0.07	\$0.08	\$0.08	\$0.08
	3,751 – 7,500 CF	\$0.06	\$0.07	\$0.08	\$0.09	\$0.10	\$0.10
	7,501 + CF	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12
Industrial	0 – 900,000 CF	\$0.045	\$0.05	\$0.055	\$0.06	\$0.065	\$0.07
	900,001 – 1,000,000 CF	\$0.055	\$0.06	\$0.065	\$0.07	\$0.075	\$0.08
	1,000,001 – 1,100,000 CF	\$0.065	\$0.07	\$0.075	\$0.08	\$0.09	\$0.10
	1,100,001 + CF	\$0.075	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12

2. In lieu of a base rate, industrial users shall pay \$0.02 per cubic foot for wastewater discharge in excess of the volume of water used by the industrial user, regardless of source.
3. By changing the base rate and volumetric rate charged sewer service customers located outside the corporate city limits under Section 99.02(1) of the City Code from 250% of the base and volumetric rates to 200% of the base and volumetric rates charged sewer service customers within the City's corporate limits.
4. By adding to Chapter 99 the following user type definitions:
 - a. Residential: A meter that measures water being provided to an area where residential activities are the primary activities. Apartment buildings and assisted living facilities that typically provide for long term residence will be considered residential.
 - b. Commercial: A meter that measures water to an area being provided where commercial activities are the primary activities. Hospitals, nursing homes, and hotels that provide temporary residential services will be considered commercial.
 - c. Industrial: If a user meets the following criteria regarding its wastewater discharge, it will be considered an industrial user for both water and wastewater utilities, regardless of how the other user classifications may apply:
 - (i) Discharges an average of 25,000 gallons per day or more of processed wastewater;

- (ii) Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the City's wastewater treatment facility;
- (iii) Is subject to National Pretreatment Standards under Title 40 of the Code of Federal Regulations; or
- (iv) Is designated by the Iowa Department of Natural Resources as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the City's wastewater treatment facility or for violating any pretreatment standards or requirements.

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2019.

Dale Barnes, Mayor

ATTEST: _____
Tammy Coons, City Clerk

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 74 OF THE CITY CODE (GOLF CARTS AND UTVS) AND CHAPTER 75 OF THE CITY CODE (ATVS AND SNOWMOBILES) TO (1) SEPARATE THE REGULATION OF GOLF CARTS FROM THE REGULATION OF UTVS, (2) SEPARATE THE REGULATION OF ATVS FROM THE REGULATION OF SNOWMOBILES, AND (3) MERGE THE REGULATION OF ATVS AND UTVS

WHEREAS Chapter 74 of the City Code currently provides for regulation of both golf carts and UTVs within the City; and,

WHEREAS this Council believes there should be separate regulation of UTVs from that of golf carts; and,

WHEREAS Chapter 75 of the City Code currently provides for regulation of both ATVs and snowmobiles; and,

WHEREAS this Council believes there should be separate regulation of ATVs and snowmobiles and that the regulation of ATVs should be merged with the regulation of UTVs;

BE IT ORDAINED, THEREFORE, that Chapter 74 is repealed in its entirety with the new Chapter 74 accompanying this ordinance enacted in its stead to address the regulation of ATVs and UTVs within the City.

FURTHER, IT IS ORDAINED that the accompanying new Chapter 74A be enacted with respect to regulation of golf carts within the City.

FURTHER, BE IT ORDAINED that Chapter 75 is repealed in its entirety with the new Chapter 75 accompanying this ordinance enacted in its stead to address the regulation of snowmobiles within the City.

ENACTED THIS _____ day of _____, 2019.

Dale Barnes, Mayor

ATTEST: _____
Tammy Coons, City Clerk

CHAPTER 74

ATV AND UTV REGULATIONS

74.01	Definitions.	74.06	Insurance Requirements.
74.02	General Regulations.	74.07	Registration Requirements.
74.03	Required Equipment.	74.08	Unlawful Operation.
74.04	Hours of Operation.	74.09	Penalties.
74.05	Speed Limit		

74.01 DEFINITIONS.

- A. ATVs (all-terrain vehicles) are a motorized flotation-tire vehicle with not less than three (3) low pressure tires but not more than six (6) low pressure tires, that is limited in engine displacement to less than one thousand two hundred (1,200) cubic centimeters and a total dry weight of less than one thousand two hundred (1,200) pounds, and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
- B. UTVs (off-road utility vehicles) are a motorized vehicles with not less than four (4) and no more than eight (8) low pressure tires, that is limited in engine displacement to less than two thousand five hundred (2,500) cubic centimeters but having a minimum two hundred (200) cubic centimeters and a total dry weight no less than nine hundred (900) pounds with seats of either a bucket or bench design not intended to be straddled by the operator and with a steering wheel for control.

74.02 GENERAL REGULATIONS. ATVs and UTVs may be operated upon the streets and alleys of the City by (1) persons possessing a valid driver's license being at least eighteen (18) years old, and (2) individuals sixteen (16) or seventeen (17) years of age having passed a course offered or sanctioned by the Iowa Department of Natural Resources on the operation of ATVs and/or UTVs. ATVs and UTVs shall not be operated upon City sidewalks unless engaged in snow removal, lawn care, landscaping, or sidewalk maintenance of abutting properties. Nor shall ATVs or UTVs be operated upon that portion of the street right-of-way between the curb or edge of the street paving and the sidewalk (parking) unless engaged in snow removal, maintenance, lawn care or landscaping activities on abutting properties.

74.03 REQUIRED EQUIPMENT. ATVs and UTVs operated within the City shall be equipped with brakes capable of stopping and holding the vehicle and a muffler adequate to ensure operation of the ATV/UTV does not disturb the peace and quiet of the City.

74.04 HOURS OF OPERATION. ATVs and UTVs may be operated round the clock provided they are equipped with and use headlights and taillights between sunset and sunrise.

74.05 SPEED LIMIT. ATVs and UTVs shall not exceed the posted speed limit for the street or alley upon which being operated, but in no event shall ATVs or UTVs exceed 35 MPH within the City.

74.06 INSURANCE REQUIREMENTS. ATVs and UTVs operated within the City must be covered by liability insurance with the following minimum coverages: \$500,000.00 per person/per incident and \$100,000.00 for property damage. Upon the request of any law enforcement officer the operator shall produce proof of liability insurance coverage for the ATV or UTV being operated.

74.07 REGISTRATION REQUIREMENTS. ATVs and UTVs operated within the City must be currently registered with the State of Iowa and have on open display a current registration sticker unless the operator of the ATV or UTV has in their possession evidence of current registration of the ATV or UTV.

74.08 UNLAWFUL OPERATION. A person shall not operate an ATV or UTV under any of the following conditions:

- A. In a careless, reckless, or negligent manner so as to:
 - 1. Endanger any person;
 - 2. Cause injury or damage to person or property; or,
 - 3. Create unnecessary skidding or sliding or cause any wheel or wheels to unnecessarily lose contact with the ground.
- B. Without wearing a properly adjusted and fastened seatbelt if the ATV or UTV is so equipped from the manufacturer.
- C. Possess on/in the ATV or UTV an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage.
- D. While driving impaired from an intoxicating beverage and/or narcotic and/or habit forming drug.
- E. With more persons on the ATV or UTV than it was designed to carry.

74.09 PENALTIES. Violation of any of the provisions of this chapter shall constitute a municipal infraction and subject the operator of the ATV or UTV to the issuance of a municipal infraction citation seeking the assessment of a civil penalty not to exceed \$750.00 for first offense and not to exceed \$1,000.00 for subsequent offenses. In addition, the Chief of Police or City Administrator may, in their discretion, suspend the operator of the ATV or UTV from further

operation of an ATV or UTV within the City. If the Chief of Police or City Administrator invokes this provision the operator shall be given advance notice of the City's proposed action and afforded the opportunity to be heard before the City Council before implementation of the suspension. If the operator of the ATV or UTV being given notice of the proposed suspension of their operating privileges desires to invoke their right to have a hearing before the City Council before implementation of the suspension they shall give the City written notice of that fact within seven (7) days of receiving notice of the City's proposed suspension of their operating privileges.

CHAPTER 74A

GOLF CART REGULATIONS

74A.01 Definition.

74A.02 General Regulations.

74A.03 Required Equipment.

74A.04 Hours of Operation.

74A.05 Speed Limit.

74A.06 Insurance Requirements.

74A.07 Registration Requirements.

74A.08 Unlawful Operation.

74A.09 Penalties.

74A.01 DEFINITION. Golf carts are electric or gasoline powered carts originally designed for operation on a golf course with a minimum of four wheels and an attainable top speed not greater than 35 miles per hour. Specifically excluded from this definition are those motorized vehicles commonly referred to as ATVs, four-wheelers, UTVs, side by sides, mules, and gators.

74A.02 GENERAL REGULATIONS. Golf carts may be operated upon the streets and alleys of the City by persons possessing a valid driver's license and being at least eighteen (18) years of age. Golf carts shall not be operated upon City sidewalks unless engaged in snow removal, lawn care, landscaping, or sidewalk maintenance of abutting properties. Nor shall golf carts be operated upon that portion of the street right-of-way between the curb or edge of the street paving and the sidewalk (parking) unless engaged in snow removal, maintenance, lawn care or landscaping activities on abutting properties.

74A.03 REQUIRED EQUIPMENT. Golf carts operated within the City shall be equipped with brakes adequate to stop and hold the vehicle, a slow-moving sign attached to the rear of the vehicle, and a bicycle safety flag, the top of which shall be a minimum five (5) feet from ground level, unless the golf cart is equipped with a canopy. Gas powered golf carts shall be equipped with an adequate muffler so as not to disturb the peace and quiet of the City.

74A.04 HOURS OF OPERATION. Golf carts may be operated round the clock provided they are equipped with and use operational headlights and taillights between sunset and sunrise.

74A.05 SPEED LIMIT. Golf carts shall not exceed the posted speed limit for the right-of-way upon which they are being operated, but in no event shall they exceed 35 MPH.

74A.06 INSURANCE REQUIREMENTS. Each golf cart operated within the City shall have liability insurance with a minimum \$500,000.00 per person/per incident and \$100,000.00 for property damage. Upon the request of any law enforcement officer the operator shall produce proof of liability insurance coverage for the golf cart being operated.

74A.07 REGISTRATION REQUIREMENTS. No golf cart shall be operated upon the streets of alleys within the City without its owner first securing a permit from the Police Department, which permit shall be issued annually on a calendar year basis. The permit shall only be issued to the owner of the golf cart who shall be at least eighteen (18) years of age, possess a valid Iowa driver's license and present proof there is liability insurance coverage for the golf cart meeting the limits of paragraph 74A.05. The permit issued the golf cart shall contain the name and address of the owner of the golf cart, the date of the permit's issuance, its expiration date and shall be prominently displayed on the golf cart or in the possession of the operator of the golf cart. The annual fee for the permit shall be \$25.00.

74A.08 UNLAWFUL OPERATION. A person shall not operate a golf cart under any of the following conditions:

- A. In a careless, reckless, or negligent manner so as to:
 - 1. Endanger any person;
 - 2. Cause injury or damage to person or property; or,
 - 3. Create unnecessary skidding or sliding or cause any wheel or wheels to unnecessarily lose contact with the ground.
- B. Without wearing a properly adjusted and fastened seatbelt if the golf cart is so equipped from the manufacturer.
- C. Possess in the golf cart an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage.
- D. While driving impaired from an intoxicating beverage and/or narcotic and/or habit forming drug.
- E. With more persons on the golf cart than it was designed to carry.

74A.09 PENALTIES. Violation of any of the provisions of this chapter shall constitute a municipal infraction and subject the operator of the golf cart to the issuance of a municipal infraction citation seeking the assessment of a civil penalty not to exceed \$750.00 for first offense and not to exceed \$1,000.00 for subsequent offenses. In addition, the Chief of Police or City Administrator may, in their discretion, suspend the operator of the golf cart from further operation of a golf cart within the City. If the Chief of Police or City Administrator invokes this provision the operator shall be given advance notice of the City's proposed action and be afforded the opportunity to be heard before the City Council before implementation of the suspension. If the operator of the golf cart being given notice of the proposed suspension of their operating privileges desires to invoke their right to have a hearing before the City Council before implementation of the suspension, they shall give the City written notice of that fact within seven (7) days of receiving notice of the City's proposed suspension of their operating privileges.

CHAPTER 75

SNOWMOBILE REGULATIONS

75.01	Purpose.	75.06	Insurance Requirements.
75.02	Definition.	75.07	Registration Requirements.
75.03	General Regulations.	75.08	Unlawful Operation.
75.04	Places of Operation.	75.09	Penalties.
75.05	Negligence.		

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of snowmobiles within the City.

75.02 DEFINITION. "Snowmobile" means a motorized vehicle weighing less than one thousand (1,000) pounds which uses sled-type runners or skis, endless belt-type tread, or any combination of runners, skis or tread, and is designed for travel on snow or ice.

75.03 GENERAL REGULATIONS. No person shall operate a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

75.04 PLACES OF OPERATION. The operators of snowmobile shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council. Snowmobiles shall not exceed the posted speed limit for the street or alley upon which being operated, but in no event shall snowmobiles exceed 35 MPH within the City.

2. Exceptions. Snowmobiles may be operated on prohibited streets only under the following circumstances:

- A. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

- B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited street provided:

- (1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;

- (2) The snowmobile is brought to a complete stop before crossing the street;
- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and,
- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

3. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

4. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalks or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

75.05 NEGLIGENCE. The owner and operator of a snowmobile is liable for any injury or damage occasioned by the negligent operation of the snowmobile.

75.06 ACCIDENT REPORTS. Whenever a snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to two hundred dollars (\$200.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report within forty-eight (48) hours, in accordance with State law.

75.07 THAW BAN. During a posted and publicized thaw ban, snowmobiles are prohibited from use. Posting shall be at City Hall, and publication shall be by an approved City newspaper.

Applicant License Application ()

Name of Applicant: <u>los tres agaves inc</u>		
Name of Business (DBA): <u>los tres agaves</u>		
Address of Premises: <u>300 w main st</u>		
City <u>Anamosa</u>	County: <u>Jones</u>	Zip: <u>52205</u>
Business <u>(402) 202-5340</u>		
Mailing <u>300 w main st</u>		
City <u>Anamosa</u>	State <u>IA</u>	Zip: <u>52205</u>

Contact Person

Name <u>luis salazar</u>	
Phone: <u>(402) 202-5340</u>	Email <u>luistrucking@hotmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/11/2019

Expiration Date: 01/01/1900

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

luis salazar

First Name: luis

Last Name: salazar

City: anamosa

State: iowa

Zip: 52205

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>AmGUARD Insurance Company</u>	
Policy Effective Date: <u>04/11/2019</u>	Policy Expiration <u>04/11/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

RESOLUTION NO. 2019-__

RESOLUTION APPROVING THE AGREEMENT AND NOTICE TO PROCEED WITH F.L. KRAPFL, INC. FOR THE WASTEWATER IMPROVEMENTS – PHOSPHORUS REMOVAL PROJECT

WHEREAS, F.L. Krapfl, Inc. was the lowest responsible bidder for the Wastewater Improvements – Phosphorus Project; and,

WHEREAS, Snyder & Associates the Engineer for this project has recommended that the agreement with F.L. Krapfl, Inc. for the Wastewater Improvements – Phosphorus Project be signed by the City of Anamosa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the that the Agreement and Notice to Proceed for the Wastewater Improvements – Phosphorus Project are hereby accepted and approved for the sum of \$445,000.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign said agreement and notice to proceed on behalf of the City of Anamosa, Iowa.

PASSED AND APPROVED this 22nd day of April, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing Resolution No. 2019-__ by affixing below my official signature as Mayor of the City of Anamosa, Iowa, this 22nd day of April 2019.

Dale Barnes, Mayor

ATTEST:

Tammy Coons, City Clerk



April 08, 2019

Honorable Mayor and Council Members
City of Anamosa
107 S Ford Street
Anamosa, IA 52205

RE: WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL
RECOMMENDATION TO APPROVE CONTRACTS

Dear Mayor and Council Members:

We have received and reviewed the contracts, bonds, and insurance sent by F.L. Krapfl for the WWTP Improvements – Phosphorus Removal project. The documents all conform to specifications.

We recommend that the City approve the contracts, bonds, and insurance for the project at the April 22, 2019 council meeting

If you have any questions relating to the award of this project, please do not hesitate to call.

Respectfully,

SNYDER & ASSOCIATES, INC.

Patrick Williams
Project Engineer

Enclosure

CONTRACT NO. _____

DATE _____

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between the City of Anamosa, upon order of its City Council hereinafter called the "Jurisdiction," and F.L. Krapfl, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Anamosa City Hall. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

The project generally includes furnishing all labor, material and equipment necessary for construction and installation of Bio-P Fermentation Tank, installation of Aero-Mod Mixers and Electrical Equipment, site restoration and other miscellaneous items.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Four Hundred, Forty Five Thousand dollars (\$445,000) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project by November 1, 2019; the project will be assessed with an incentive/disincentive daily rate; the incentive daily rate will be applied at a rate of \$1,000 per working day with a maximum of \$14,000 if the project is completed before November 1, 2019; the disincentive rate will be applied if the project is completed after November 1, 2019 at a rate of \$1,000 per working day with no maximum amount.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

By _____

(Seal)
ATTEST:

CONTRACTOR

F.L. Krapfl, Inc.

Contractor

By



Signature



Title

PO Box 303

Street Address

Dyersville, IA 52040

City, State, Zip Code

563.875.8938

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C094201 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Delaware County)

On this 19 day of March, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cory Krapf and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Cory Krapf and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.


Notary Public in and for the State of Iowa
My commission expires 9-22, 2021



PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 2019, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the lump sum price below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing.

Four Hundred, Forty-Five Thousand Dollars
(amount in words)

(\$ 445,000.00)
(amount in figures)

March 26, 2019

Dean Wood
9941 Forest Chapel Rd.
Anamosa, IA 52205
(319)350-4234

City Council of City of Anamosa
107 S. Ford St.
Anamosa, IA 52205

RE: PROPERTY PURCHASE

Anamosa City Council,

I own the building located at 218 E. Main St., Anamosa, IA 52205 (Cottage on Main). I am interested in purchasing a portion of the former railroad right of way owned by the City of Anamosa, and adjoining my property to the North.

I have contacted the only two adjoining property owners, being Julie Corpstein (owner of 214 E. Main St.) and Keith Vernon (owner of 220 E. Main St.). Both of said owners have disclaimed any interest in the property I wish to acquire.

Attached to this letter are the following:

- 1) An aerial photo of the property I wish to acquire;
- 2) Disclaimer signed by Julie Corpstein; and
- 3) Disclaimer signed by Keith Vernon.

Thank you for your consideration.


Dean Wood

March 20, 2019

Dean Wood, owner of the building located at 218 E. Main St. Anamosa, Iowa contacted me regarding his interest in purchasing a portion of the former railroad right of way owned by the City of Anamosa, adjoining his property to the North. He furnished me with a copy of the map of the area he wishes to acquire.

I, Keith Vernon, owner of the building located at 220 E. Main St. Anamosa, Iowa, as an adjoining property owner, hereby disclaim any interest in said property.



Keith Vernon



Phone Number

March 20, 2019

Dean Wood, owner of the building located at 218 E. Main St. Anamosa, Iowa contacted me regarding his interest in purchasing a portion of the former railroad right of way owned by the City of Anamosa, adjoining his property to the North. He furnished me with a copy of the map of the area he wishes to acquire.

I, Julie Corpstein, owner of the building located at 214 E. Main St. Anamosa, Iowa, as an adjoining property owner, hereby disclaim any interest in said property.


Julie Corpstein

Phone Number

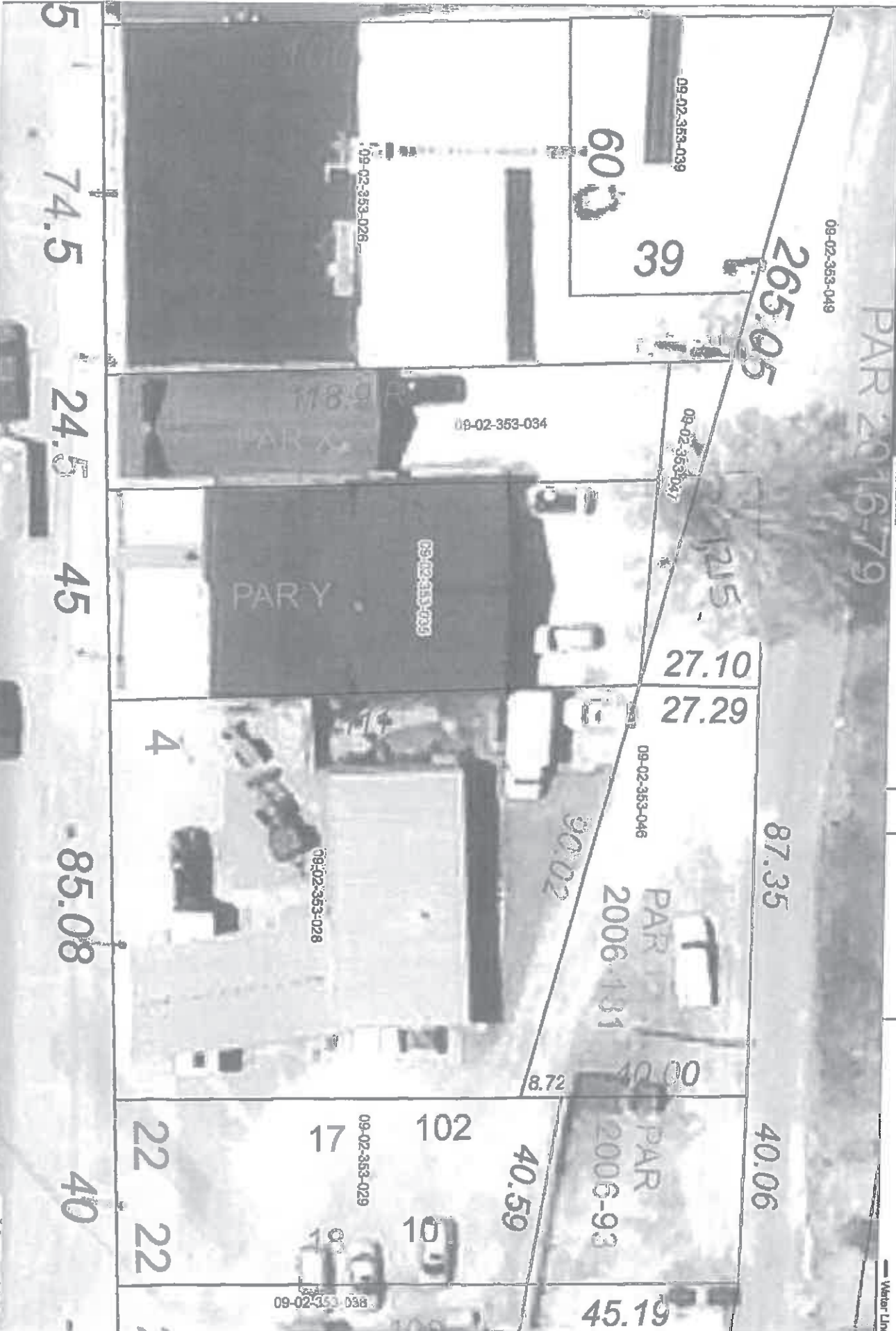


Jones County, Iowa CADASTRAL MAPPING

This map does not represent a survey. No liability is assumed for the accuracy of the data depicted herein, other than that provided by the Jones County or the recorder's office. This map is compiled from official records, including the recorded deeds, and reflects, and only reflects, information recorded for public information. The map was produced from data maintained in the Jones County Geographic Information System. For further information regarding maps, data sources or the availability of GIS products and services, please contact Jones County GIS at: 319.462.5303.



LEGEND	
— Client Line	Road Cent
— Corporate Boundary	Parcel Line
— County Line	Township Line
— Lot Line	Road ROW
— Railroad ROW	Section Lin
— Water Line	Subdivisor



RESOLUTION NO. 2019-__

***RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING FOR
AMENDING THE CURRENT CITY BUDGET FOR FISCAL YEAR 2018-19***

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
ANAMOSA, IOWA***, that the City of Anamosa City Council does hereby set the date of
May 28, 2019 and the time of 6:00 p.m. for the public hearing on amending the Fiscal
Year 2018-19 Budget. The hearing shall be held in the Council Chambers at the
Anamosa City Hall, Anamosa, Iowa.

PASSED AND APPROVED this 22nd day of April, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing Resolution No. 2019-__ by affixing below my
official signature as Mayor of the City of Anamosa, Iowa, this 22nd day of April, 2019.

Mayor Dale Barnes

ATTEST:

Tammy Coons, City Clerk

APRIL 2019
COUNCIL VOUCHERS

CHECK #	DATE	VENDOR	VENDOR #	DESCRIPTION	AMOUNT	INVOICE	EXPENDITURE #
63158	4/22/2019	ACCO UNLIMITED	2071	SEALANT	478.58	191353	01.44.2.4044.320070
63159	4/22/2019	ALL SECURE	4898	FIRE ALARM MONITORING	75.00	26277	01.43.2.4043.230052
63160	4/22/2019	AMERICAN BANKERS INS	5876	FLOOD INSUR STREET	3,774.00		01.70.3.7000.220049
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	02/25 REG COUNCIL MTG	60.14	51361	01.00.4.8004.210001
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	FEB CLAIMS PAID	63.22	51372	01.00.4.8004.210001
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	PH EAGLEVIEW REZONING	9.25	51372	01.00.4.8004.210001
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	03/11 REG COUNCIL MTG	110.51	51500	01.00.4.8004.210001
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	ANNUAL WTR REPORT	118.73	51500	01.00.3.5100.210000
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	3/11 REG MTG CORRECTION	7.20	51529	01.00.4.8004.210001
63161	4/22/2019	ANAMOSA JOURNAL-EURE	5299	HYDRANT FLUSHING	60.00	51544	01.00.3.5100.210000
					429.05	*CHECK	TOTAL
63162	4/22/2019	ANAMOSA STATE PENITE	4787	INMATE LABOR	130.00	3772/378	52.00.3.5200.220000
63162	4/22/2019	ANAMOSA STATE PENITE	4787	INMATE LABOR	85.00	3780	01.43.2.4043.230052
					215.00	*CHECK	TOTAL
63163	4/22/2019	AUTOMOTIVE SERVICES	185	RPR TIRE MOWER	25.50	37916	01.00.2.4041.310040
63164	4/22/2019	BARRON MOTOR SUPPLY	191	PRKG LIGHT BULB	1.65	247420	06.00.3.7000.265000
63164	4/22/2019	BARRON MOTOR SUPPLY	191	BATTERIES	256.20	248238	06.00.3.7000.260000
					257.85	*CHECK	TOTAL
63165	4/22/2019	BROWN SUPPLY CO., IN	4421	CLAMP	152.00	91518	51.00.3.5100.320010
63166	4/22/2019	CARRICO AQUATIC RESO	6055	TEST KIT	121.00	20191244	01.44.2.4044.320018
63167	4/22/2019	CASEY'S BUSINESS MAS	6039	MAR FUEL:P&R 23.96 GAL	63.57		01.00.2.4001.330010
63167	4/22/2019	CASEY'S BUSINESS MAS	6039	MAR FUEL PD: 11.48 GAL	28.70		01.00.1.1111.330010
					92.27	*CHECK	TOTAL
63168	4/22/2019	CENTRAL IOWA DISTRIB	3283	VACUUM REPAIR	201.65	178537	01.43.2.4043.320090
63168	4/22/2019	CENTRAL IOWA DISTRIB	3283	SUPPLIES	183.00	178538	01.43.2.4043.320090
63168	4/22/2019	CENTRAL IOWA DISTRIB	3283	VACUUM REPAIR	147.40	178847	01.43.2.4043.320090
63168	4/22/2019	CENTRAL IOWA DISTRIB	3283	SUPP	355.40	178848	01.43.2.4043.320090
					887.45	*CHECK	TOTAL
63169	4/22/2019	CHEM RIGHT LABORATOR	4883	WATER TESTING	75.00	20031	51.00.3.5100.220070
63170	4/22/2019	CITIZENS SAVINGS BAN	210	DEPOSIT TICKETS	120.36		01.00.2.4001.320020
63171	4/22/2019	CLAUSEN HARDWARE COM	6053	WEATHER STRIPPING	372.00	23557	51.00.3.5100.360020
63172	4/22/2019	COONS/TAMMY	4499	MLG REIMB: IMFOA CONF	178.76		01.00.4.8004.280020
63173	4/22/2019	CR LC SOLID WASTE AG	5715	GRIT REMOVAL	158.78	33067/33	52.00.3.5200.350000
63174	4/22/2019	CUSTOM HOSE & SUPPLI	3117	RPR HYDRAULIC PUMP	483.04	991471	52.00.3.5200.260000
63175	4/22/2019	DYNAMIX	5871	VARIABLE SPEED PUMP	3,070.95	14592	51.00.3.5100.410030
63176	4/22/2019	FAREWAY STORES, INC.	4334	SUPP	68.68		06.00.3.7000.320010
63176	4/22/2019	FAREWAY STORES, INC.	4334	SUPPLIES	202.77		01.43.2.4043.320090
					271.45	*CHECK	TOTAL
63177	4/22/2019	FOX APPARATUS	5592	PUMP REPAIR	216.14	1145	01.14.1.1114.320090
63178	4/22/2019	GALL'S INC.	3059	INSIGNIAS	35.35	1225937	01.00.1.1111.320060
63178	4/22/2019	GALL'S INC.	3059	BOOTS	199.96	12178096	01.00.1.1111.180001
					235.31	*CHECK	TOTAL
63179	4/22/2019	HOME DECORATING CENT	3615	PAINT & SUPP	439.90	100096/1	01.43.2.4043.320090
63179	4/22/2019	HOME DECORATING CENT	3615	PAINT & SUPP	75.73	99968/10	01.43.2.4043.320090
					515.63	*CHECK	TOTAL
63180	4/22/2019	HOWARD R GREEN	4946	ENG: GIS	1,975.17	125218	51.00.3.5100.220020
63180	4/22/2019	HOWARD R GREEN	4946	ENG: WTR TRMT PLT EXP	9,096.48	125278	71.05.8.9051.220020
63180	4/22/2019	HOWARD R GREEN	4946	ENG: GIS	664.00	125586	51.00.3.5100.220020
63180	4/22/2019	HOWARD R GREEN	4946	ENG: GIS	476.00	125586	52.00.3.5200.220020
63180	4/22/2019	HOWARD R GREEN	4946	ENG: GIS	196.00	125586	06.00.3.7000.220020
					12,407.65	*CHECK	TOTAL
63181	4/22/2019	HUNT/TYLER	6056	REIMB: FUEL	20.00		01.00.1.1111.280020
63182	4/22/2019	INFRASTRUCTURE TECHN	5184	BACK UP/CONSULTING	264.00	20581	01.00.1.1111.230090
63182	4/22/2019	INFRASTRUCTURE TECHN	5184	WEBSITE & DOMAIN NAME	43.95	20592/20	01.00.4.8004.230090
					307.95	*CHECK	TOTAL
63183	4/22/2019	IOWA ASSOC. OF MUNIC	96	ECIASSICO DUES	1,957.99	19454	52.00.3.5200.220001
63184	4/22/2019	IOWA DEPT. OF PUBLIC	795	POOL LICENSE RENEWAL	70.00	20059312	01.44.2.4044.268000
63184	4/22/2019	IOWA DEPT. OF PUBLIC	795	WADING POOL LIC RENEWAL	35.00	20059312	01.44.2.4044.268000
					105.00	*CHECK	TOTAL
63185	4/22/2019	IOWA PARK & RECREATI	28	CPO CLASS	265.00	2867	01.00.2.4001.280010
63186	4/22/2019	IOWA PRISON INDUSTRI	75	AIR FILTER	115.20	87842	09.00.1.1200.410000
63186	4/22/2019	IOWA PRISON INDUSTRI	75	TRUCK DECALS	295.50	950804	52.00.3.5200.320010
					410.70	*CHECK	TOTAL
63187	4/22/2019	JETCO INC	5397	RPR AUTO DIALER	240.00	14890	52.00.3.5200.260000
63188	4/22/2019	JOHN DEERE FINANCIAL	387	BATTERIES	31.95		01.00.1.1111.320060
63188	4/22/2019	JOHN DEERE FINANCIAL	387	CABLE & SWITCH	4.99		06.00.3.7000.260000
63188	4/22/2019	JOHN DEERE FINANCIAL	387	TOOL	14.99		06.00.3.7000.310060

**APRIL 2019
COUNCIL VOUCHERS**

63188	4/22/2019	JOHN DEERE FINANCIAL	387	PARTS/SUPP	50.98		51.00.3.5100.320010
63188	4/22/2019	JOHN DEERE FINANCIAL	387	TOOLS/EQUIP	893.94		01.00.2.4041.320014
63188	4/22/2019	JOHN DEERE FINANCIAL	387	DOOR LOCK	11.99		01.00.4.8410.320070
63188	4/22/2019	JOHN DEERE FINANCIAL	387	PARTS/SUPP	113.42		52.00.3.5200.320010
63188	4/22/2019	JOHN DEERE FINANCIAL	387	SUPP/TRASH BAGS	25.98		51.00.3.5100.320070
63188	4/22/2019	JOHN DEERE FINANCIAL	387	TIE CABLE	17.99		09.10.3.7000.540018
63188	4/22/2019	JOHN DEERE FINANCIAL	387	LIFT ARM	205.46		51.00.3.5100.360010
					1,371.69	*CHECK	TOTAL
63189	4/22/2019	JOHNSON IOWA MEDIA I	6054	12/27 REG COUNCIL MTG	135.04	16823	01.00.4.8004.210001
63189	4/22/2019	JOHNSON IOWA MEDIA I	6054	DEC 17 CLAIMS PAID	67.27	16823	01.00.4.8004.210001
					202.31	*CHECK	TOTAL
63190	4/22/2019	JONES COUNTY AUDITOR	293	RELOCATE WTR MAIN	10,844.00		51.00.3.5100.510010
63191	4/22/2019	JONES COUNTY ECONOMI	3105	4TH FY 19 CONTRIBUT	2,500.00		01.00.4.8001.290000
63192	4/22/2019	JONES COUNTY ENGINEE	245	MAR FUEL: PD	1,020.68		01.00.1.1111.330010
63192	4/22/2019	JONES COUNTY ENGINEE	245	MAR FUEL: FD	104.56		01.14.1.1114.330010
63192	4/22/2019	JONES COUNTY ENGINEE	245	MAR: FUEL WWTP	738.85		52.00.3.5200.330010
63192	4/22/2019	JONES COUNTY ENGINEE	245	MAR FUEL: WTR DEPT	192.17		51.00.3.5100.330010
63192	4/22/2019	JONES COUNTY ENGINEE	245	MAR FUEL: ST DEPT	775.29		06.00.3.7000.330010
63192	4/22/2019	JONES COUNTY ENGINEE	245	PLANKS	825.30		06.00.3.7000.310060
					3,656.85	*CHECK	TOTAL
63193	4/22/2019	JONES COUNTY ENVIRON	971	FOOD SERIVCE LICENSE	150.00		01.44.2.4044.220000
63194	4/22/2019	JONES COUNTY SOLID W	296	4TH QTR FY 19 ASSES	5,416.25	12420	01.00.3.5400.236000
63195	4/22/2019	JP COOKE COMPANY	4992	DOG TAGS/FINANCE FEES	57.73	512723	01.00.1.1111.350000
63196	4/22/2019	KERP'S SERVICE CENTE	5560	TIRES FOR JETTER TRUCK	3,266.20	48367	52.00.3.5200.260055
63197	4/22/2019	KNUTH/ATTY AT LAW AD	165	GEN LEGAL:02/27-03/22	1,048.25		01.00.4.8210.230000
63197	4/22/2019	KNUTH/ATTY AT LAW AD	165	PD LEGAL SVS:02/26-03/22	283.70		01.00.1.1111.220010
					1,331.95	*CHECK	TOTAL
63198	4/22/2019	KONICA MINOLTA BUSIN	5364	COPIER SVC CONTRACT	19.86	25757204	01.00.1.1111.230070
63198	4/22/2019	KONICA MINOLTA BUSIN	5364	COPIER CONTRACT QTRLY	81.00	25808517	01.00.4.8004.230070
					100.86	*CHECK	TOTAL
63199	4/22/2019	KONICA PREMIER FINAN	5907	COPIER CONTRACT	151.64		01.00.4.8004.230070
63200	4/22/2019	KONICA PREMIER FINAN	5945	COPIER CONTRACT	79.85	62901679	01.00.1.1111.230070
63201	4/22/2019	LEAF	6042	COPIER LEASE PMT	179.53	331170	01.00.2.4001.320020
63201	4/22/2019	LEAF	6042	COPIER PAYMENT	61.47	9314152	01.00.2.4001.320020
63201	4/22/2019	LEAF	6042	MONTHLY COPIER LEASE	197.72	9345049	01.31.2.3100.230071
					438.72	*CHECK	TOTAL
		CITIZENS SAVINGS BANK					
63202	4/22/2019	LODE/ERIC	4483	REIMB: WORK BOOTS	57.79		01.70.3.7000.180001
63203	4/22/2019	LOU'S GLOVES	5842	GLOVES	86.00	27663	52.00.3.5200.320010
63204	4/22/2019	MATHESON TRI-GAS INC	5908	TANK RENTAL	38.44	51441066	06.00.3.7000.260000
63205	4/22/2019	MCALEER	5161	WATER	18.00		52.00.3.5200.320020
63206	4/22/2019	MEDIACOM	4769	APR: INTERNET SVS LCC	69.62		01.00.2.4001.270010
63206	4/22/2019	MEDIACOM	4769	APR: INTERNET SVS WTR	69.62		51.00.3.5100.320020
63206	4/22/2019	MEDIACOM	4769	APR :PD INTERNET SVS PD	68.02		01.00.1.1111.230080
63206	4/22/2019	MEDIACOM	4769	APR INTERNET SVS CH	129.95		01.00.4.8004.230054
					337.21	*CHECK	TOTAL
63207	4/22/2019	MENARDS	3146	CEILING TILES	39.52	3586	01.43.2.4043.320070
63208	4/22/2019	MIDWEST WHEEL COMPAN	647	GRILL GUARD NEW PICK	573.44	1546365	52.00.3.5200.360010
63209	4/22/2019	MISSISSIPPI VALLEY P	3950	FLOATS	293.54	12651	09.10.3.7000.540018
63210	4/22/2019	MONTICELLO SPORTS	339	SOCCER GOALS	800.00	32519-2	01.42.2.4042.320015
63210	4/22/2019	MONTICELLO SPORTS	339	BAT	69.99	32519-5	01.42.2.4042.320015
63210	4/22/2019	MONTICELLO SPORTS	339	TSHIRTS YOUTH SOCCER	531.00	32819-16	01.42.2.4042.320015
					1,400.99	*CHECK	TOTAL
63211	4/22/2019	NELSON ELECTRIC	5547	LED LIGHTS FOR GYM	4,305.82	171201	09.10.2.4043.530000
63211	4/22/2019	NELSON ELECTRIC	5547	LED LIGHTS FOR GYM	5,147.18	171201	01.43.2.4043.268000
					9,453.00	*CHECK	TOTAL
63212	4/22/2019	NORLIN/GREG	3478	APR: QUARRY LEASE	300.00		01.00.3.5400.237100
63213	4/22/2019	NORTH CENTRAL LABORA	5880	LAB SUPPLIES	104.63	421220	52.00.3.5200.320010
63214	4/22/2019	PEARSON/NATHAN	6057	TOOLS	109.90	1574	06.00.3.7000.260000
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	23.64	47806	52.00.3.5200.260050
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	17.22	47829	52.00.3.5200.260050
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	46.30	47837	52.00.3.5200.260050
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	23.67	47921	52.00.3.5200.260050
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	23.67	47992	52.00.3.5200.260050
63215	4/22/2019	RECREATIONAL MOTOR S	5741	SHIPPING SAMPLES	22.67	48057	52.00.3.5200.260050
					157.17	*CHECK	TOTAL
63216	4/22/2019	RED'S SALES & SERVIC	364	RPR 2014 EXPLORER	192.33	4579/14	01.00.1.1111.265000
63217	4/22/2019	REECE ELECTRIC,INC	5817	RPR THERMOSTAT	97.44	906	51.00.3.5100.260050
63217	4/22/2019	REECE ELECTRIC,INC	5817	RPR PANEL	140.00	907	52.00.3.5200.260000

APRIL 2019
COUNCIL VOUCHERS

63217	4/22/2019	REECE ELECTRIC, INC	5817	RPR RAW PUMP VFD	2,410.05	910	52.00.3.5200.260000
					2,647.49	*CHECK	TOTAL
63218	4/22/2019	SANDRY FIRE SUPPLY,	4584	CHARGER	420.00	4809	01.14.1.1114.320090
63218	4/22/2019	SANDRY FIRE SUPPLY,	4584	BATTERIES	1,440.00	4809	01.14.1.1114.320090
					1,860.00	*CHECK	TOTAL
63219	4/22/2019	SANDSTROM/STEVE	4685	TUNE PIANO	95.00		01.43.2.4043.230050
63220	4/22/2019	SENSUS METERING SYST	99	ANNUAL SOFTWARE CONTR	974.97	AZ190053	51.00.3.5100.260050
63220	4/22/2019	SENSUS METERING SYST	99	ANNUAL SOFTWARE CONTR	974.97	AZ190053	52.00.3.5200.260050
					1,949.94	*CHECK	TOTAL
63221	4/22/2019	SHAFFER PLBG & HTG	377	SEPARATE WTR SVC LINES	1,070.58	7209A	51.00.3.5100.510010
63222	4/22/2019	SHERIDAN/JACOB	5975	MLG REIMB LEAGUE LEG DAY	160.78		01.00.4.8003.280020
63223	4/22/2019	SHOVER/JEREMY	5968	DRILL	212.99	D7853	06.00.3.7000.260000
63223	4/22/2019	SHOVER/JEREMY	5968	SPARK PLUB SOCKET	292.97	D8247	06.00.3.7000.260000
					505.96	*CHECK	TOTAL
63224	4/22/2019	SIMMONS, PERRINE, AL	4510	LEGAL SVS WTR PLANT	1,225.00	332460	51.00.3.5100.220010
63225	4/22/2019	SKYLINE CONSTRUCTION	6058	ICE REMOVAL PRODUCT	752.50	409246	06.00.3.7000.320110
63226	4/22/2019	SNYDER & ASSOCIATES	1036	ENG: PLAT REVIEWS	3,874.50	119.0008	01.00.4.8004.220021
63226	4/22/2019	SNYDER & ASSOCIATES	1036	ENG: ANNUAL BIOSOLIDS	585.00	119.0008	52.00.3.5200.220020
					4,459.50	*CHECK	TOTAL
63227	4/22/2019	STAR EQUIPMENT LTD.	3236	RPR STORM WATER PUMP	7,769.00	2487218	52.00.3.5200.260000
63228	4/22/2019	STATE INDUSTRIAL PRO	5677	TREATMENT PROGRAM	234.00	90094954	52.00.3.5200.320000
63228	4/22/2019	STATE INDUSTRIAL PRO	5677	PIT RAIDER	615.89	90095552	52.00.3.5200.320000
63228	4/22/2019	STATE INDUSTRIAL PRO	5677	TREATMENT PROGRAM	474.97	90096063	52.00.3.5200.320000
					1,324.86	*CHECK	TOTAL
63229	4/22/2019	STONE CITY QUARRIES	385	ROAD ROCK	1,752.97	179582	52.00.3.5200.320010
63230	4/22/2019	STOREY KENWORTHY	694	OFC SUPP	43.11	PINV6762	01.00.4.8004.320020
63230	4/22/2019	STOREY KENWORTHY	694	OFC SUPP	98.97	PINV6762	01.00.4.8004.320020
63230	4/22/2019	STOREY KENWORTHY	694	OFC SUPP	4.62	PINV6762	01.00.4.8003.320020
63230	4/22/2019	STOREY KENWORTHY	694	OFC SUPP	75.98	PINV6762	01.00.4.8004.320030
					222.68	*CHECK	TOTAL
63231	4/22/2019	SUMMIT FIRE PROTECTI	5796	FIRE EXTINGUISHER INSPEC	93.75	136712	01.00.4.8410.268000
63232	4/22/2019	TAPKEN'S CONVENIENCE	740	MAR: FUEL 63.69 GAL	190.09		06.00.3.7000.330010
63232	4/22/2019	TAPKEN'S CONVENIENCE	740	MAR FUEL: 24.32 GAL	63.01		52.00.3.5200.330010
					253.10	*CHECK	TOTAL
63233	4/22/2019	TECHNICOM, INC.	4601	EMAIL TO PHONE JACOB	282.68	28245	01.00.4.8004.230090
63233	4/22/2019	TECHNICOM, INC.	4601	YEARLY MAINT PHONE SYS	300.00	28307	01.00.4.8004.230090
					582.68	*CHECK	TOTAL
63234	4/22/2019	U.S. CELLULAR	4002	SQUAD MODEMS	176.16		01.00.1.1111.230080
63235	4/22/2019	ULINE	5461	DUMPSTER CASTERS	252.37	10692442	52.00.3.5200.410000
63235	4/22/2019	ULINE	5461	DUMPSTER/HOPPER	1,611.67	10703418	52.00.3.5200.410000
					1,864.04	*CHECK	TOTAL
63236	4/22/2019	UNITY POINT HEALTH	6059	LAB TESTING S KRAMER	65.00		51.00.3.5100.220060
63237	4/22/2019	USA BLUE BOOK	4565	EQUIPMENT	850.64	847765	52.00.3.5200.320010
63238	4/22/2019	WALMART COMMUNITY BR	398	SUPP	26.88		01.00.2.4001.320020
63238	4/22/2019	WALMART COMMUNITY BR	398	SUPP	58.87		01.00.1.1111.320020
63238	4/22/2019	WALMART COMMUNITY BR	398	CLEANING SUPP	349.85		01.43.2.4043.320070
63238	4/22/2019	WALMART COMMUNITY BR	398	SUPP	218.66		01.42.2.4042.320015
63238	4/22/2019	WALMART COMMUNITY BR	398	SUPP	13.90		01.00.1.1117.320020
					668.16	*CHECK	TOTAL
63239	4/22/2019	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	335.00	2318	01.00.3.5400.237000
63239	4/22/2019	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	45.00	2318	01.14.1.1114.268000
63239	4/22/2019	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	45.00	2318	52.00.3.5200.220000
63239	4/22/2019	WAPSI WASTE SERICE,	4582	MAR: WASTE PU	55.00	2343	51.00.3.5100.220000
					480.00	*CHECK	TOTAL
63240	4/22/2019	WELTER STORAGE EQUIP	2	FILE CABINET	229.00	M130645	01.00.4.8004.410000
63241	4/22/2019	WIMS/WILLIAM	5881	REIMB: SUPPLIES	12.82		52.00.3.5200.320010
				TOTAL	101,721.03		



Anamosa Police Department

Dedication > Community > Integrity

March 2019 *Monthly Activity Report*

Prepared by Jeremiah Hoyt, Chief of Police

Introduction

In addition to routine activities, calls-for-service, incident reports generated, and arrests were considerably higher during the month of March, than the previous month. Operational aspects were the primary contributing factor to the higher levels of activities during the month. Other police department activities remained fairly constant.

As we begin to transition into warmer weather, preparations for handling nuisance ordinance violations are underway. Personnel are familiarizing themselves with a shared Google Doc that is used to track nuisance properties and document how they are handled. This document was implemented in the Summer of 2018, which was likely too late in the year to be maximally effective. In theory, this system should streamline the process of handling nuisance properties, by organizing how the properties are tracked and improving the collaborative efforts of Anamosa PD personnel. In practice, this document gives every PD officer the ability to record when a nuisance ordinance violations are reported/discovered, view the progress being made on each violation and/or follow-up on the handling of a specific violation.

This month, Infrastructure Technology Solutions (ITS) was contacted to handle an IT issue that was encountered at the Anamosa PD. While handling this issue, ITS personnel informed Jamie that support for Windows 7 (currently being used on all nine Anamosa PD computers-except mobile data terminals) would end in January 2020. They advised that the computers are at, or past, the end of their lives and have been upgraded numerous times. Due to these factors ITS indicated that a complete replacement of each terminal (laptop or desktop) is necessary. In addition, ITS advised that the server currently being used is also outdated and at the end of it's useful life and must also be replaced. We are working with ITS and other IT contacts to identify a cost-effective solution to this issue.

Finally, union negotiations was a prominent and time-consuming task this month, for all department personnel. Several union negotiation meetings occurred during the month. Information and other concerns were shared by multiple department members. These circumstances were new and different for almost all personnel, resulting in periods of uncertainty, tension, and anticipation.

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Personnel

The Anamosa Police Department currently consists of:

- Police Chief:
Jeremiah Hoyt
- Sergeant:
Travis McNally
- Full-time Officers:
Matt Macke, James Rickels, Nick Brokaw, Keith Bell, Tyler Hunt, Brandon French
- Part-time Officer:
Derek Denniston
- Administrative Assistant
Jamie Ginter

The officers of the Anamosa PD work 12-hour shifts, from 6am-6pm, 3pm-3am, and 6pm-6am.

During union negotiations in March, officers indicated that department turnover has, “Always been a problem” at the Anamosa Police Department. Specifically, it was mentioned that this trend continues as, “Several officers” are expected to leave the Anamosa Police Department this year. Currently, at least two officers have indicated that they have applied and will continue to apply to the Jones County Sheriff's Office, which is planning to hire 2-3 deputies this year. In addition, it has been reported that another officer is actively seeking employment with multiple agencies that are currently hiring.

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PD Activities

In addition to the typical day-to-day activities, police department personnel were involved in the following activities during the month of March:

- March 2nd - Chief Hoyt and Officer Bell assisted with testing of the Outdoor Warning System. Despite a delay in testing, all four (4) weather sirens in Anamosa are functioning properly! Let's hope they don't have to be sounded...outside of testing.
- March 7th - In search of solution to address the ailing police department, Chief Hoyt viewed the property at 301 Old Dubuque Road with the City Administrator. While the structure itself appeared promising, the property owner advised that the property was not for sale and permanent renovations were not allowed. The search continues.
- March 8th - Chief Hoyt, Jacob Sheridan, and multiple officers attended union negotiations. Other present: legal representatives for the City of Anamosa and union representatives for the Teamster's Labor Union.
- March 11th - Chief Hoyt attended a meeting with Jones County Attorney, Kristofer Lyons. The purpose of this meeting was to discuss the expectations of Mr. Lyons, as the new County Attorney, and collaborative efforts among the two agencies.
- March 12th - Chief Hoyt, Jacob Sheridan, and multiple officers attended union negotiations. Others present: legal representatives for the City of Anamosa and union representatives for the Teamster's Labor Union.
- March 13th - Chief Hoyt attended a Jones County Safe & Healthy Youth meeting in Olin.
- March 14th - Chief Hoyt met with Dawn Koob, of Redd's Towing, to discuss procedures for towing vehicles that have been abandoned or will likely be abandoned by the owners.
- March 22nd - Officer Rickels conducted TIPS training in Anamosa. Employees from several local business establishments attended the training.
- March 26th - Chief Hoyt attended an Area Substance Abuse Council (ASAC) meeting in Anamosa.
- March 27th - Chief Hoyt, Jacob Sheridan, and multiple officers attended union negotiations. Others present: legal representatives for the City of Anamosa and union representatives for the Teamster's Labor Union.

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PD Operations

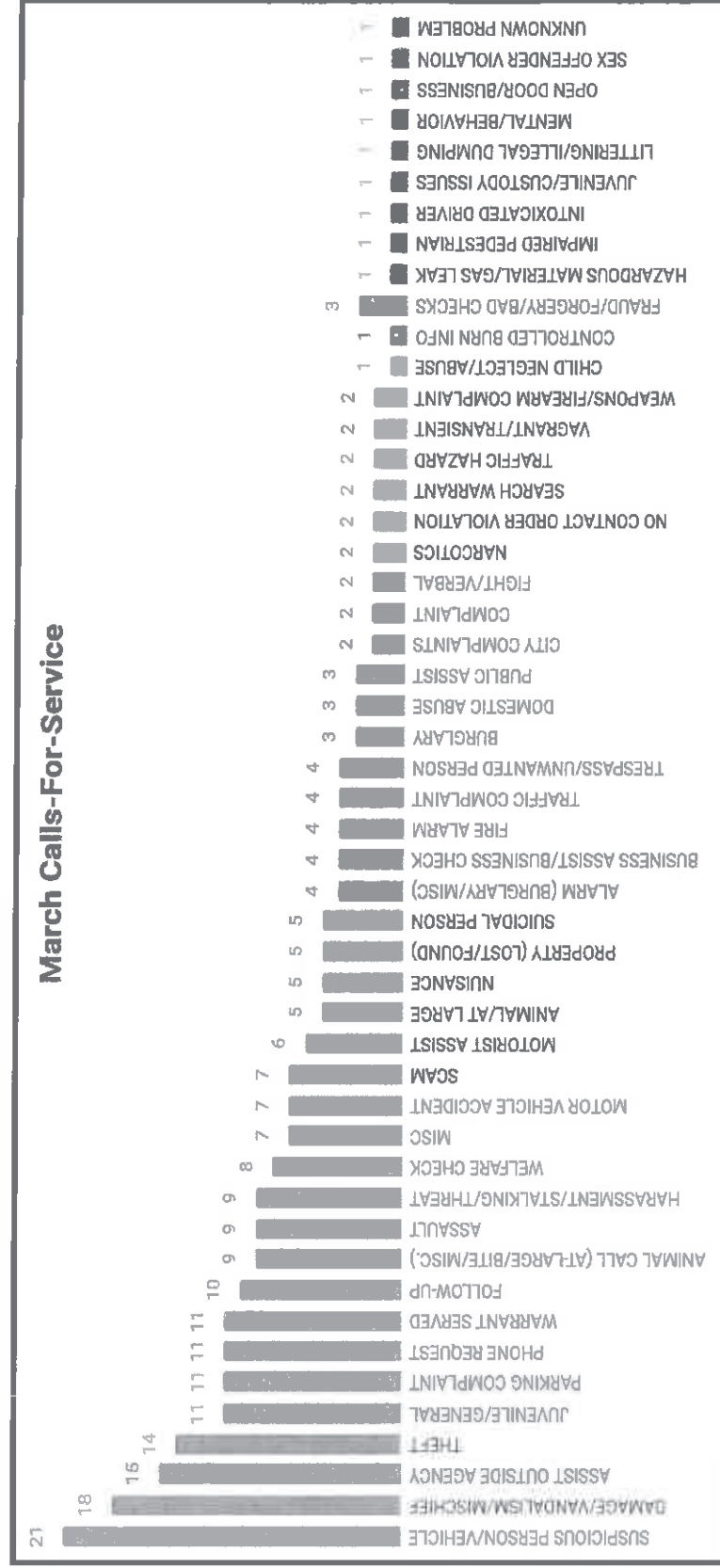
For the month of March, calls-for-service were slightly higher than the previous month. Reports of suspicious persons/vehicles was the highest area of concern for the month. However, with the string of vandalism incidents, criminal mischief reports was significantly higher than usual. Again, partially due to the criminal mischief incidents, arrests were up significantly for the month of March.

This month, the Anamosa Police Department made positive progress, in terms of the enforcement of nuisance ordinance violations. The department was involved in two (2) significant cases, both which involved multiple and ongoing nuisance ordinance violations within the City of Anamosa. On March 25th, Magistrate Kristin Denniger, in the Iowa District Court, ruled in favor of the Anamosa Police Department. The order stated that the properties owned and/or leased by Brian Merritt are in violation of the City's nuisance ordinances and they must be cleaned up. On March 27th, the same judge presided over a contempt hearing, involving Paul Nelson's refusal to obey a court order stating that he must abate his property. Magistrate Denniger ruled in favor of the Anamosa Police Department, finding Mr. Nelson in contempt. This property has since been abated.

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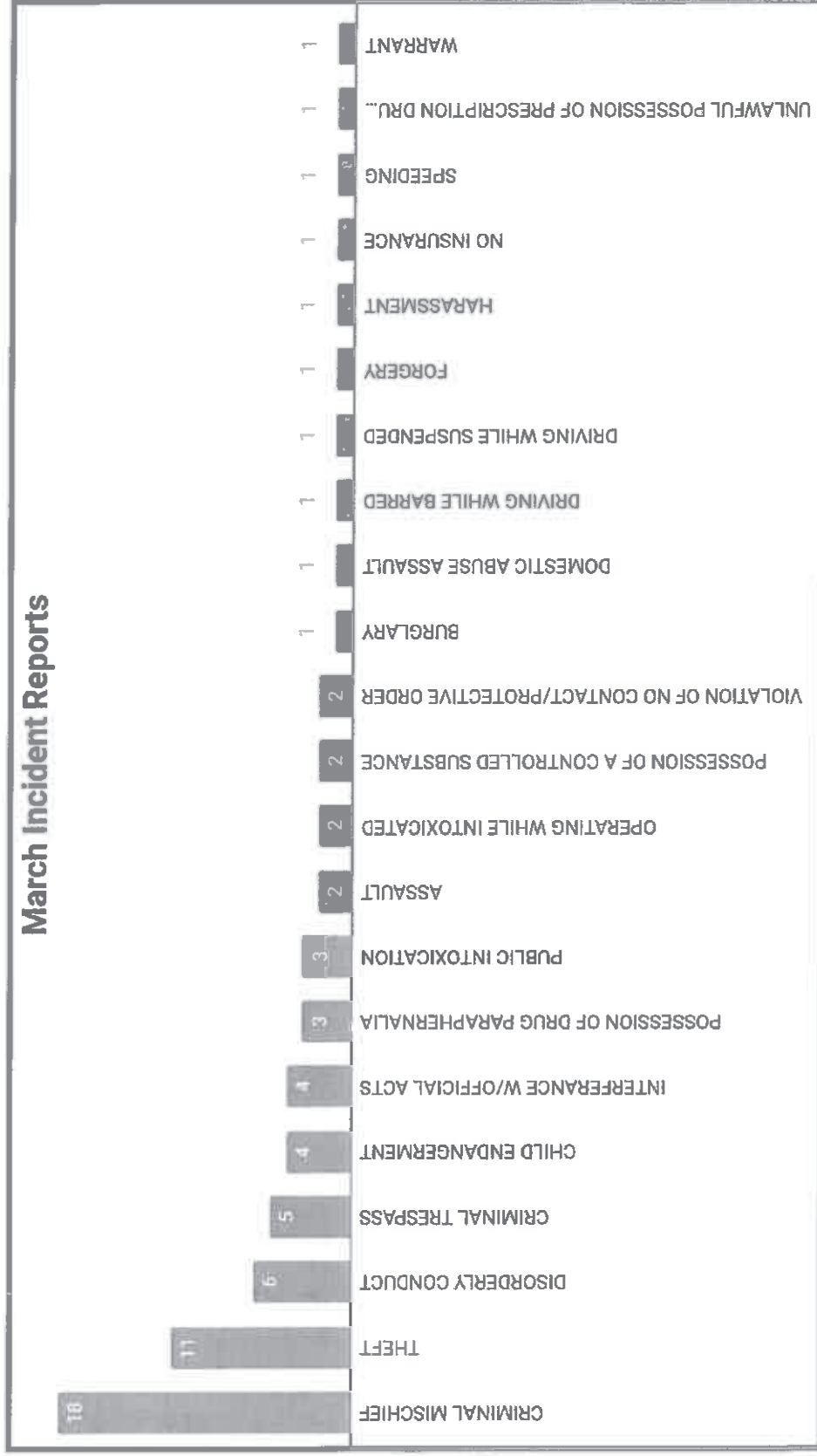
PD Statistics

Anamosa PD Officers responded to 265 calls-for-service (excluding medical and fire calls) during the month of March.
Calls-for-service were slightly higher than the previous month.



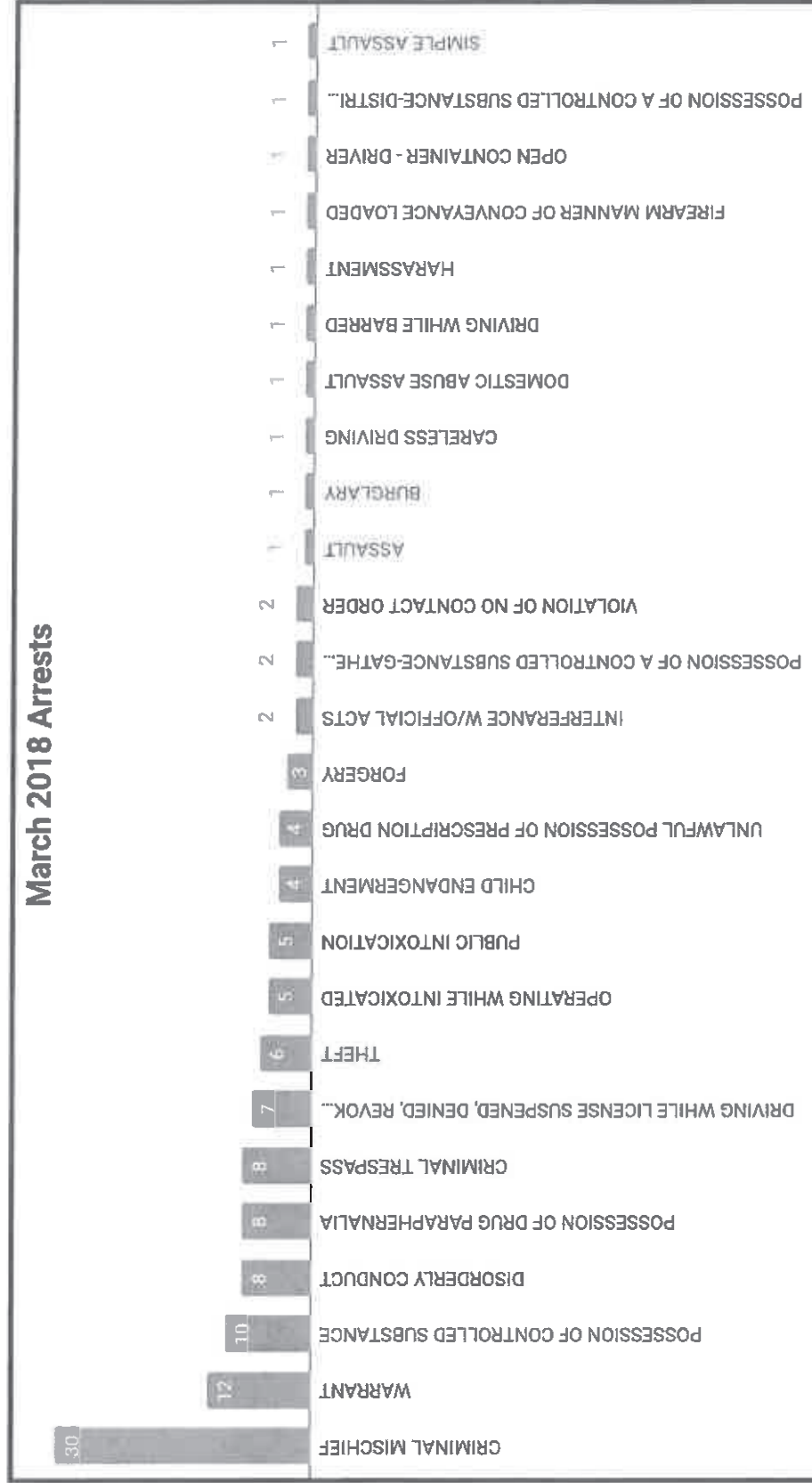
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Anamosa PD Officers generated 72 incident reports in March, up from 22 in February.



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Anamosa PD Officers made 126 arrests in March, significantly up from 48 in February.



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Values/Mission/Goals

The following values, mission statement, and vision statement have been formally adopted by the Anamosa Police Department. These elements will serve as a strategic guide for future operations of the Anamosa Police Department.

Values

*The Anamosa Police Department values **dedication**.*

With dedication to our oath of office, we will impartially enforce laws and uphold the Constitution of the United States.

*The Anamosa Police Department values the **community**.*

With empathy and understanding, we will selflessly serve and protect the community.

*The Anamosa Police Department values **integrity**.*

With sound moral principles, we will demonstrate honesty and respect.

Mission Statement

The Anamosa Police Department is dedicated to establishing community partnerships, preventing crime and disorder, and protecting life and property, while demonstrating absolute impartial service to the law.

Vision Statement

We envision a safe, clean, and peaceful community where all individuals can enjoy the pursuit of happiness through mutual respect, cooperation, and voluntary observance of the law.