



# **CITY OF ANAMOSA**

## **CITY COUNCIL AGENDA – REGULAR SESSION**

**MONDAY, AUGUST 26, 2019 – 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**107 SOUTH FORD STREET, ANAMOSA, IA 52205**

*If you wish to address the City Council, please wait for the Mayor to open the floor for public comment on that agenda item and then approach the podium. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.*

**1.0) ROLL CALL**

**2.0) PLEDGE OF ALLEGIANCE**

**3.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:**

3.1) August 12, 2019 – Regular Council Meeting

**4.0) PUBLIC HEARINGS: NONE**

**5.0) PROCLAMATIONS: NONE**

**6.0) OLD BUSINESS**

6.1) **THIRD READING OF ORDINANCE** AMENDING CHAPTER 55 OF THE CITY CODE (ANIMAL PROTECTION AND CONTROL) TO DISCONTINUE DOG LICENSES AND PERMIT MICROCHIP IDENTIFICATION IN LIEU OF COLLAR AND VACCINATION TAG. **ROLL VOTE.**

6.2) **SECOND READING OF ORDINANCE** VACATING AND CONVEYING NORTH 100 FEET OF 24 FOOT WIDE ALLY ADJOINING, TO THE EAST, 1005 E. 1<sup>ST</sup> STREET, ANAMOSA, IOWA. **ROLL VOTE.**

POSSIBLE WAIVER OF **THIRD READING. ROLL VOTE.**

6.3) REVIEW AND APPROVAL OF BILL FROM HOUSBY HEAVY EQUIPMENT FOR VOLVO MCT85C SKID STEER.

**7.0) NEW BUSINESS**

7.1) **RESOLUTION** APPROVING THE OFFICIAL IOWA DEPARTMENT OF TRANSPORTATION FINANCIAL REPORT FOR CITY STREETS AND PARKING FOR FISCAL YEAR ENDING JUNE 30, 2019. **ROLL VOTE.**

7.2) PAY APPLICATION #1 IN THE AMOUNT OF \$124,265.46 TO F.L. KRAPFL INC. FOR WORK ON THE WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL PROJECT.

7.3) PROPOSAL BY MI2 OPERATING SYSTEMS FOR ASSESSMENT OF WATER AND WASTEWATER OPERATIONS.

7.4) **RESOLUTION** APPROVING THE HIRING AND SETTING SALARY OF LAWRENCE COMMUNITY CENTER FRONT DESK SUPERVISOR. **ROLL VOTE.**

7.5) PROPOSALS FOR SPECIAL AUDITING SERVICES.

- 7.6) PROPOSALS FOR MUNICIPAL LEGAL SERVICES.
- 7.7) **RESOLUTION** SETTING THE DATE FOR PUBLIC HEARING AND ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO GENERAL OBLIGATION CORPORATE PURPOSE LOAN AGREEMENTS. **ROLL VOTE.**
- 7.8) POLICIES AND PRACTICES REGARDING PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS
- 7.9) PURCHASE AGREEMENT FOR PROPERTY AT 108 NORTH FORD STREET.
- 7.10) STREET CLOSURE/NOISE PERMITS:
  - A) PUMPKINFEST COMMITTEE – PUMPKINFEST ON OCTOBER 5<sup>TH</sup> FROM 6:00 AM TO 6:00 PM – MAIN STREET FROM EAST SIDE OF GARNAVILLO STREET TO WEST SIDE OF WILLIAMS STREET AND PORTIONS OF SIDE STREETS.
- 7.11) REVIEW AND APPROVAL OF CURRENT BILLS.
- 8.0) **CITY ADMINISTRATORS REPORT:**
- 9.0) **MAYOR AND COUNCIL REPORTS:**
  - 9.1) COUNCIL REPORTS ON BOARDS AND COMMISSIONS.
- 10.0) **PUBLIC WITH BUSINESS WITH THE COUNCIL ON ITEMS NOT ON THE AGENDA**
- 11.0) **CLOSED SESSION**
  - 11.1) MOTION TO ENTER INTO CLOSED SESSION PER IOWA STATE CODE SECTION 21.5(i) – TO EVALUATE THE PROFESSIONAL COMPETENCY OF AN INDIVIDUAL(S) WHO’S APPOINTMENT, HIRING, PERFORMANCE OR DISCHARGE IS BEING CONSIDERED WHEN NECESSARY TO PREVENT NEEDLESS AND IRREPARABLE INJURY TO THAT PERSONS REPUTATION AND THAT THE INDIVIDUALS HAVE REQUESTED A CLOSED SESSION.
  - 11.2) RETURN TO OPEN SESSION.
  - 11.3) POSSIBLE ACTION ON SUBJECT(S) OF PRIOR CLOSED SESSION.
  - 11.4) DIRECTION TO CITY ATTORNEY TO INVESTIGATE CLAIMS AGAINST CITY AND CITY EMPLOYEE.
- 12.0) **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.**

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Jacob Sheridan, City Administrator

The City Council of the City of Anamosa met in Regular Session this August 12, 2019 in the Council Chambers at City Hall at 6:00 p.m. with Rich Crump, Kay Smith, Rod Smith, Cody Shaffer, Betty Weimer, and John Machart present. Absent: none. Mayor Dale Barnes presided. Also present were Jacob Sheridan, City Administrator; Beth Brincks, City Clerk; Jeremiah Hoyt, Police Chief, Dan Smith, Wastewater Superintendent.

Mayor Dale Barnes called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present.

Pledge of Allegiance.

Motion by R. Smith, second by Weimer to approve the minutes of the July 22, 2019 Regular Council meeting. All Ayes. Motion carried.

Mayor Barnes opened the public hearing on proposal to vacate and convey the north 100 feet of the alley in block 2 of Scott & Skinner's addition to Strawberry Hill. No discussion. Motion to close the public hearing by Shaffer, second by Crump. All ayes. Motion carried.

Motion by K. Smith to approve the second reading of an Ordinance amending chapter 55 of the city code (animal protection and control) to discontinue dog licenses and permit microchip identification in lieu of collar and vaccination tag, second by Weimer. Crump requested that the sliding scale for civil fines be added for final reading. Roll vote: All ayes. Motion carried.

Motion by Crump to approve the first reading of an ordinance vacating and conveying north 100 feet of 24 foot wide ally adjoining, to the east, 1005 E. 1<sup>st</sup> Street, Anamosa, Iowa, second by Machart. Shaffer requested that neighbors be notified by letter. Roll vote. Ayes: Crump, K. Smith, Machart, Shaffer, Weimer. Nays: R. Smith. Motion carried.

Motion by Weimer to approve hiring of Iowa Economic Development Authority (IEDA) to perform a downtown assessment, second by K. Smith. Sheridan informed of the presentation he had attended and explained how it ties to other goals. IEDA will perform an evaluation and present the findings to the City. Strong community support was presented. All ayes. Motion carried.

Motion by Shaffer to approve Resolution 2019-37 setting date of September 9, 2019 at 6:00pm for public hearing on urban renewal plan amendment, second by Crump. Roll vote: All ayes. Motion carried.

Motion by Shaffer to approve Resolution 2019-38 amending personnel policies related to vacation leave, second by Crump. Sheridan informed that he had done a comparison and felt that it was needed to be competitive in the employment market. It will assist with retention of employees. Roll vote. Ayes: Crump, K. Smith, Machart, Shaffer, Weimer. Nays: R. Smith. Motion carried.

Motion by Weimer to approve Resolution 2019-39 approving the hiring and setting salary of emergency services administrative assistant, second by Machart. Discussion as to duties. Hoyt stated that position will also assist the Fire Department. Roll vote: All ayes. Motion carried.

Motion by Crump to approve Resolution 2019-40 setting a temporary salary for the utility billing clerk for added responsibilities in absence of the deputy city clerk. Roll vote. Ayes: Crump, K. Smith, Machart, R. Smith, Weimer. Nays: Shaffer. Motion carried.

A request was made by Patrick Heser to waive driveway regulations for property at 203 Vine Street. Heser presented the issue and gave information as to the location of the drive. Sheridan recommended following the current Ordinance. R. Smith did not see hardship for waiver. No motion to waive. Waiver was not granted.

Motion by Weimer to approve the street closure/noise permit for the Anamosa Chamber of Commerce – street dance/beer garden on September 21<sup>st</sup> from noon to 11 pm – South Booth Street from Main Street to alley, second by Machart. All ayes. Motion carried.

Motion by Shaffer to approve the street closure/noise permit for Trista Kuehl and Megan Pape – neighborhood block party on August 17<sup>th</sup> from 4 pm to 10 pm – Meadow Ridge Court from Council Street to end of cul de sac, second by Crump. All ayes. Motion carried.

Motion by Shaffer to approve the renewal of Class B Wine Permit, Class C Liquor License, Outdoor Service with Sunday Sales Privileges – Americinn Lodge and Suites, second by Crump. All ayes. Motion carried

Motion by Crump to approve the current bills excluding the payment for Housby Heavy Equipment, second by Machart. Council would like more information on the purchase before moving forward. All ayes. Motion carried.

Motion by Weimer to table the payment for Housby until the next meeting, second by K. Smith. All ayes. Motion carried

City Administrators Report: Sheridan gave an update on the Deputy Clerk search. Updated the progress on the phosphorus removal project. An RFP for legal services has been requested and there have been 3 or 4 responses received. A request has been made for proposals from accounting firms. The Fire Department expansion is moving forward with a possible spring start time. Work is still being done on the downtown revitalization grant. Construction is moving right along in the Meadow Ridge area.

Mayor and Council Reports: Machart reported that he and the mayor had visited the landfill and discussed the issues with loads not being covered and possible remedies. Update on 911 Meeting and radio upgrades and smart 911 app.

R. Smith gave a Park and Rec update. The survey for the pool has the first phase complete and the second will be this winter with a report to follow. There is a City Park that currently is without a name and the name that has been given is Stallion Creek Park. Music in the park runs thru the end of the month and has had a good turnout. The search for a new Park and Rec Director will begin once the selection process has been decided.

Public with business with the council on items not on the agenda: Tom Durgin addressed the Council regarding the bills payable, fees suggested by Weimer, and questions about exit interviews.

Motion by Shaffer., second by Weimer to go into closed session per Iowa State Code section 21.5(j) - to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property at 7:36 P.M. All Ayes. Motion carried.

Motion by Shaffer, second by R. Smith to return to open session at 7:54 P.M. All ayes. Motion carried.

Motion by Weimer to adjourn, second by R. Smith. All Ayes. Motion Carried. Meeting adjourned at 7:57 P.M.

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Dale Barnes, Mayor

ATTEST:

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Beth Brincks, City Clerk

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

**ORDINANCE AMENDING CHAPTER 55 OF THE CITY CODE (ANIMAL PROTECTION AND CONTROL) TO DISCONTINUE DOG LICENSES AND PERMIT MICROCHIP IDENTIFICATION IN LIEU OF COLLAR AND VACCINATION TAG**

WHEREAS Section 55.18 of the City Code requires all dogs six months of age or older within the City to be vaccinated for rabies; and,

WHEREAS Section 55.21 of the City Code requires the owners of all dogs four months of age or older to annually secure a license for the animal; and,

WHEREAS the issuance of dog licenses is not cost effective and drains valuable human resources in its administration; and,

WHEREAS this Council believes all dogs required to be vaccinated for rabies should either be required to have a collar with a vaccination tag attached or microchipped by a veterinarian when off its owner's premises;

BE IT ORDAINED, THEREFORE, that Section 55.18 of the City Code be amended to read as follows:

**55.18 VACCINATION FOR RABIES.** All dogs six months of age or older within the City shall be vaccinated for rabies. It shall constitute a municipal infraction subject to a civil penalty of:

- a. For first offense, \$65.00;
- b. For second offense, \$130.00;
- c. For third offense, \$260.00; and,
- d. For fourth offense, \$750.00 along with removal of the dog from the corporate city limits,

for any person owning a dog six months of age or older within the City to fail to have his or her dog vaccinated for rabies. The owner of a dog subject to rabies vaccination shall attach a current rabies tag and permanent identification to the dog's collar revealing the owner's name, address and telephone number at all times when the dog is off its owner's property unless the dog is microchipped by a veterinarian, the microchip reveals the name, address and phone number of the dog's owner, and the owner of the dog is able to readily present proof the dog is current in its rabies vaccination.

BE IT FURTHER ORDAINED that Section 55.21 of the City Code is deleted in its entirety.

PASSED, ADOPTED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:\_\_\_\_\_

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

**ORDINANCE VACATING AND CONVEYING NORTH 100 FEET OF 24 FOOT  
WIDE ALLEY ADJOINING, TO THE EAST, 1005 E. 1<sup>ST</sup> STREET, ANAMOSA,  
IOWA**

WHEREAS this Council previously proposed to vacate and convey to Kevin D. and Kenya R. Theilen the North 100 feet of the 24 foot wide alley adjoining, to the East, their residence at 1005 E. 1<sup>st</sup> Street, Anamosa, Iowa, in return for payment of \$.25 per square foot and reimbursal for all out-pocket-costs incurred by the City in connection with the transaction; and,

WHEREAS that proposal came on for public hearing this date; and,

WHEREAS advance notice of the public hearing held this date was published as required by law;

WHEREAS no objections were voiced to the proposal at the public hearing; and,

WHEREAS this Council still believes it would be in the City's best interests to vacate and convey the alleyway in question as proposed as the alley currently serves no public purpose, nor are their plans for its future public use;

BE IT ORDAINED, THEREFORE, that the North 100 feet of the 24 foot wide alley adjoining, to the East, the residence owned by Kevin D. Theilen and Kenya R. Theilen at 1005 E. 1<sup>st</sup> Street, which residence is legally described as Lot 10, Block 2, Scott & Skinner's Addition to Strawberry Hill, now part of the City of Anamosa, Iowa, is hereby vacated. Pursuant to Section 354.23 of the Iowa Code, this ordinance shall act as a conveyance to Kevin D. Theilen and Kenya R. Theilen, husband and wife, as joint tenants with full rights of survivorship, whose address for tax purposes is 1005 E. 1<sup>st</sup> Street, Anamosa, Iowa 52205, of the portion of the alleyway just vacated in return for payment of the sum of \$.25 per square foot (\$600.00) and reimbursal for all out-of-pocket costs incurred by the City in connection with the transaction. The recording of this ordinance shall evidence payment of that consideration.

ENACTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

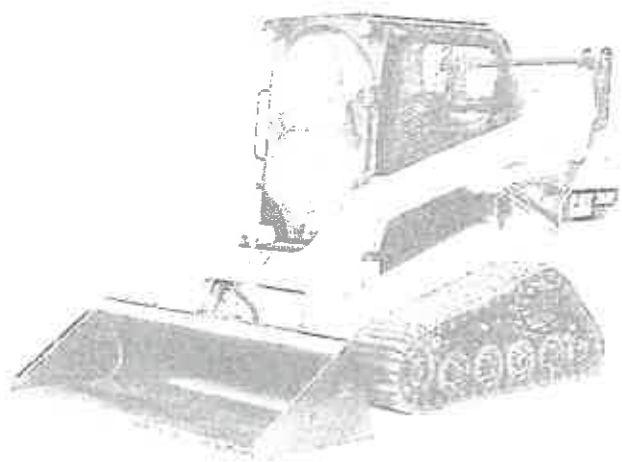
ATTEST: \_\_\_\_\_





October 10, 2018

City of Anamosa  
107 S Ford St  
Anamosa, IA 52205-1872



Attention: Gregg

We are pleased to provide the following proposal for your review:

**One (1) New CAT® 257D Multi-Terrain Loader**

*Includes the following standard equipment and options:*

Pressurized, Sound Suppressed ROPS/FOPS Cab  
Air Conditioner Including Heater/Defroster  
CAT Comfort Air Suspension Seat  
Headliner, Floor Mat, & Cup Holder  
Electro-Hydraulic Hydrostatic Transmission Control  
Deluxe Work Tool Control  
Factory Installed CAT Hydraulic Quick Coupler  
High Flow (30 gpm), Proportional Hydraulics  
Advanced LCD Display w/ Rearview Camera  
Dual Direction Self Level  
72" General Purpose Bucket w/ Bolt-on Cutting Edge

CAT C3.3B Tier 4f Diesel Engine  
Two-Speed Transmission  
Variable Speed Cooling Fan  
Heavy Duty Battery  
120V Engine Coolant Heater  
Hand (Dial) & Foot Throttle  
15" Rubber Tracks  
Front & Rear Halogen Work Lights  
Back-Up Alarm  
AM/FM Bluetooth Radio

**Equipment Protection Plan (EPP)**

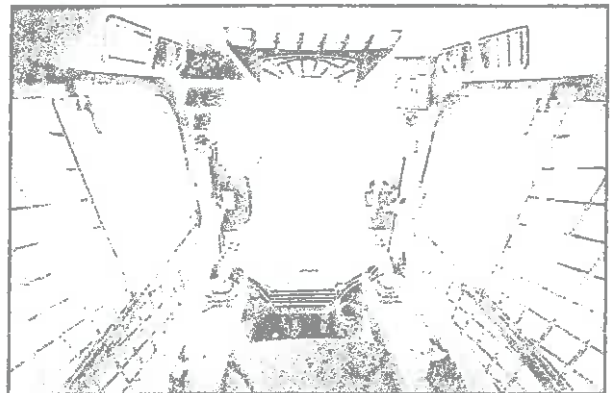
Includes 24-Months / 2,000 SMH Premier EPP.

**Selling Price      \$ 54,111**

- Sales Tax Additional, if applicable.

**Availability**

Approximately 12 – 16 weeks.





**JOHN DEERE**

1800-317

Greg Carpenter  
City of Anamosa  
107 South Ford Street  
Anamosa IA 52205

October 03, 2018

Quote Number 169010 : Compact Track Loader 325G Sourcewell  
(formerly NJPA) Contract #032515 JDC Membership #76531

All the prices in the detailed sections are Per machine basis.

**Machine Configuration**

Code	Description	Qty	List Price	Unit Price
00D0T	325G COMPACT TRACK LDR BASE	1	\$58,829.00	\$58,829.00
0871	PRM CAB W ISO SWITCH EH JS	1	-\$1,587.00	-\$1,587.00
0953	ISO SWITCHABLE CTLS & JS PPK	1	\$1,035.00	\$1,035.00
1050	TWO SPEED SKID STEER	1	\$2,033.00	\$2,033.00
1301	ENGINE TURBO 4TNV98CT	1	\$2,678.00	\$2,678.00
1501	ENGLISH OP MAN & DECALS	1	\$0.01	\$0.01
1741	LESS JDLINK	1	\$0.01	\$0.01
+ 2645	WIDE ZIG ZAG 15.8" 400MM TRK	1	\$1,630.00	\$1,630.00
3004	STANDARD HYD & EH SELF & RC	1	\$1,250.00	\$1,250.00
4003	3" SEAT BELT W/2"SHLDR STRAP	1	\$265.00	\$265.00
5001	POWER QUIK TATCH	1	\$724.00	\$724.00
5204	CAB W/ HEAT, DEFROST & AIR	1	\$4,473.00	\$4,473.00
? 5550	DELUXE LIGHTING PACKAGE	1	\$900.00	\$900.00
6006	AIR RIDE SEAT (CLOTH W HEAT)	1	\$625.00	\$625.00
6501	REVERSING FAN DRIVE	1	\$830.00	\$830.00
8042	REAR VIEW CAMERA	1	\$850.00	\$850.00
8050	COLD START PACKAGE 110V	1	\$303.00	\$303.00
8300	CTRWGT STACK SINGLE SET	1	\$349.00	\$349.00
8305	CTRWGT STACK 2ND SET	1	\$349.00	\$349.00
- 8342	RADIO AM/FM W/BLUETOOTH	1	\$600.00	\$600.00
8370	HD REAR GRILLE	1	\$486.00	\$486.00
8380	FOOTREST WITH FLOORMAT	1	\$144.00	\$144.00
8395	KEYLESS START	1	\$399.00	\$399.00
<b>Total</b>			<b>\$77,165.02</b>	<b>\$77,165.02</b>
<b>Discount (33%)</b>				<b>\$25,464.46</b>
<b>Net Price</b>				<b>\$51,700.56</b>

+Hyd Pump + 2000 20  
+Adapter for Bob Cat  
+ bucket

**Custom Jobs**

Code	Description	Qty	Price
PDI	Dealer Provided Pre-Delivery Inspection	1	\$325.00
LCL DLV	Dealer Provided Local Delivery	1	\$110.00
<b>Total</b>			<b>\$435.00</b>

**Quote Summary - Compact Track Loader 325G (per unit)**

Item Description	Prices
Machine Net Price	\$51,700.56
Custom Jobs	\$435.00
<b>Price per Machine</b>	<b>\$52,135.56</b>

Destination	Freight Charge
Anamosa, IA	\$272.24

**Total Net Price (Quantity = 1) \$52,407.80**

**Warranty Terms**

325G includes Standard Warranty of 12 months.

Full Machine Extended Warranty for 24 months, 2000 hours.

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Mark R. Deakyne Manager, Discounts and Division 3 Government Accounts Office:(309)  
765-0294 Cell: (309) 831-6410 DeakyneMarkR@JohnDeere.com \*\*\* Purchase Orders Must Be  
Made Out To: John Deere Construction Retail Sales 1515 Fifth Avenue Moline, IL 61265 \*\*\*  
Terms: Net 30 Days \*\*\* No Operating Leases \*\*\*

# PURCHASER'S ORDER

## HOUSBY HEAVY EQUIPMENT LLC - CEDAR RAPIDS - ANKENY

PURCHASER'S NAME: Anamosa, City of

STREET: \_\_\_\_\_ COUNTY: \_\_\_\_\_ CITY: Anamosa STATE: IA ZIP: \_\_\_\_\_

SHIP TO: City Shop, City of Anamosa VIA: \_\_\_\_\_

The undersigned Purchaser whose name and address is given above, hereby purchases from HOUSBY HEAVY EQUIPMENT, LLC. The goods described below or on the attached specifications and to secure payment and performance of Debter's obligation in the Agreement and all Debter's future debts, obligations and liabilities of whatever nature to Housby or Housby's assignee ("Obligations") purchaser grants to Housby a security interest in the goods described below and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and proceeds of all or any part of the same, Any SALES or USE TAX applicable to this order shall be paid by PURCHASER.

QUANTITY	MAKE, MODEL, SERIAL NO., DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	MCT85C Track Skid Loader		\$51,593.00
	As Quoted		
	Machine to be ordered from the Factory		
	June Delivery		
	<i>Trade BOBCAT 5185</i>		<i>\$10,000<sup>00</sup></i>

Machine is warranted as follows:

1. ☒ New machine warranted by manufacturer: 2. ☐ ESPP Extended Warranty 3. ☐ No Warranty

1	Total Cash Selling Price	\$ <i>51,593<sup>00</sup></i>
2	Trade-in Allowance	\$ <i>10,000</i>
3	Balance Before Tax	\$ <i>41,593<sup>00</sup></i>
4	State Tax	\$ <i>—</i>
5	Local Tax	\$ <i>—</i>
6	Total Items 3, 4 & 5	\$
7	Cash Down Payment	\$
8	Unpaid Balance	\$ <i>41,593<sup>00</sup></i>
9	Time Price Differential	\$
10	Time Balance	\$

TIME BALANCE WILL BE PAID BY PURCHASER TO HOUSBY OR HOUSBY'S ASSIGNS AS FOLLOWS:

IN: \_\_\_\_\_ CONSECUTIVE MONTHLY PAYMENTS OF \$ \_\_\_\_\_

EACH, BEGINNING OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

OR WITH PAYMENTS AS FOLLOWS: \_\_\_\_\_

### BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, the undersigned sells Housby Heavy Equipment, LLC. These goods:

Mfg. and Yr.: BOBCAT Mfg. and Yr.: \_\_\_\_\_

Model: 5185 Model: 2489 HRS

S/N and Yr.: 225011710 S/N and Yr.: \_\_\_\_\_

The undersigned warrants(s) that the undersigned is the owner of the goods, free from all liens, incumbrances, and security interests.

THIS PURCHASE TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

This order, before becoming effective, must be accepted by officer of Housby.

Signed and Sealed on \_\_\_\_\_ 20 \_\_\_\_\_

Salesman or Witness: \_\_\_\_\_

Accepted: Housby Heavy Equipment, LLC. \_\_\_\_\_

By: \_\_\_\_\_

Purchaser's Name

Title

**RESOLUTION NO. 2019-**

**RESOLUTION APPROVING THE OFFICIAL IOWA DEPARTMENT  
OF TRANSPORTATION FINANCIAL REPORT FOR CITY STREETS AND PARKING  
FOR FISCAL YEAR ENDING JUNE 30, 2019**

**WHEREAS**, the City of Anamosa receives annually Road Use Tax Funds from the Iowa Department of Transportation; and

**WHEREAS**, these funds are required to be used for street related expenses; and

**WHEREAS**, to insure that these funds are expended in the proper manner the City is required to annually submit to the Iowa Department of Transportation a financial report for the previous fiscal year showing how the Road Use Tax Funds were expended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA**, by the City Council of Anamosa, Iowa, that the attached financial report for Fiscal Year ending June 30, 2019 is correct and do hereby approve the same.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August, 2019.

Councilmember \_\_\_\_\_ introduced the foregoing **Resolution No. 2019-\_\_** and moved for its adoption. Councilmember \_\_\_\_\_ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

<b>Council Member</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>
CRUMP			
KAY SMITH			
MACHART			
ROD SMITH			
SHAFFER			
WEIMER			

**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 26<sup>th</sup> day of August, 2019.

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

ATTEST:

\_\_\_\_\_  
Beth Brincks, City Clerk



Form 517007 {5-2019}  
Office of Local Systems  
Ames, IA 50010

City Name
ANAMOSA
City Number
165

# City Street Financial Report

Report Generated
8/16/2019 3:18 PM
Fiscal Year
2019
Sheet
1 of 8

## Cover Sheet

Now therefore let it be resolved that the city council \_\_\_\_\_, Iowa  
(City Name)

On \_\_\_\_\_ did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_  
(Year) (Year)

### Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Beth Brincks	beth.brincks@anamosa-ia.org	107 S. Ford Street	Anamosa	52205-0000
Hours	Phone	Extension	Phone(Altenative)	
7:30 a.m. - 4:30 p.m.	319-462-6055	0000000302	319-480-7104	

### Preparer Information

Name	E-mail Address	Phone	Extension
Beth Brincks	beth.brincks@anamosa-ia.org	319-462-6055	0000000302

### Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Dale Barnes	beth.brincks@anamosa-ia.org	107 S. Ford Street	Anamosa	52205-0000
Phone	Extension			
319-462-6055	302			

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
Signature Mayor

\_\_\_\_\_  
Signature City Clerk



Form 517007 {5-2019}  
Office of Local Systems  
Ames, IA 50010

City Name
ANAMOSA
City Number
165

# City Street Financial Report

Report Generated
8/16/2019 3:18 PM
Fiscal Year
2019
Sheet
2 of 8

## Summary Statement Sheet

Column 1  
Road use  
Tax Fund

Column 2  
Other Street  
Monies

Column 3  
Street Debt

Column 4  
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$914,162	-\$69,007	\$0	\$845,155
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$914,162	-\$69,007	\$0	\$845,155
B. REVENUES				
1. Road Use Tax	\$714,785			\$714,785
2. Property Taxes		\$146,711	\$244,637	\$391,348
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$291,676	\$0	\$291,676
5. Proceeds from Bonds,Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$714,785	\$438,387	\$244,637	\$1,397,809
C. Total Funds Available (Line A3 + Line B7)				
	\$1,628,947	\$369,380	\$244,637	\$2,242,964

Column 1  
Road use  
Tax Fund

Column 2  
Other Street  
Monies

Column 3  
Street Debt

Column 4  
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$381,490	\$161,604	\$0	\$543,094
2. Snow and Ice Removal	\$59,272	\$0	\$0	\$59,272
E.Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$0	\$0	\$0
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$0	\$169,062	\$0	\$169,062
4.Traffic Services	\$0	\$0	\$0	\$0
F. Administration				
	\$0	\$0	\$0	\$0
G. Equipment				
	\$138,104	\$0	\$0	\$138,104
H. Miscellaneous				
		\$0	\$500	\$500
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$219,750	\$219,750
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$24,387	\$24,387
TOTALS				
K. Total Expenses (Lines D thru J)	\$578,866	\$330,666	\$244,637	\$1,154,169
L. Ending Balance (Line C-K)	\$1,050,081	\$38,714	\$0	\$1,088,795
M. Total Funds Accounted For (K + L = C)	\$1,628,947	\$369,380	\$244,637	\$2,242,964



Form 517007 {5-2019}  
Office of Local Systems  
Ames, IA 50010

City Name
ANAMOSA
City Number
165

# City Street Financial Report

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## Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
174---Sales Tax / Local Option	\$168,507.00	\$0.00
144---FHWA Participation (Fed. Hwy. Admin.)	\$123,169.00	\$0.00
Line B4 Totals	\$291,676.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
240---Administrative Costs (Printing, Legal Fees, etc.)	\$0.00	\$500.00
Line H Totals	\$0.00	\$500.00





Form 517007 {5-2019}  
Office of Local Systems  
Ames, IA 50010

City Name
ANAMOSA
City Number
165

# City Street Financial Report

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## Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30	
<input type="checkbox"/>	General Obligation	Street Improvements	101	05/30/2012	\$905,000	100	2022	\$149,750	\$149,750	\$14,657	\$149,750	\$14,657	\$0	
<input type="checkbox"/>	General Obligation	Street Improvements	102	10/18/2011	\$700,000	100	2022	\$280,000	\$70,000	\$9,730	\$70,000	\$9,730	\$210,000	
		New Bond Totals		\$0		\$0		Totals	\$429,750	\$219,750	\$24,387	\$219,750	\$24,387	\$210,000



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Office of Local Systems  
Ames, IA 50010

City Name
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City Number
165

## City Street Financial Report

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### Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☐

### Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
2017 STP	\$989,868	RDWY	Yes	Grade & Replace South Elm from W Main St to Wapsipinicon Bridge

### Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
2017 STP	Horsfield Construction	\$699,282	\$24,956	\$0	\$0	\$0	\$0	\$724,238



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ANAMOSA
City Number
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## City Street Financial Report

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## Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2015	International Street Sweeper	\$182,425	\$0		\$0		No	NOCH
	2009	Sterling Dump Truck	\$97,000	\$0		\$0		No	NOCH
	2009	Street Patching Machine	\$25,000	\$0		\$0		No	NOCH
	2006	Sterling Single Axle Dump Truck	\$83,557	\$0		\$0		No	NOCH
	2011	2500 Ford Truck	\$19,500	\$0		\$0		No	NOCH
	2002	4900 IH Single Axle Dump Truck	\$67,600	\$0		\$0		No	TRAD
	1996	Vermeer 1250 Brush Chipper	\$12,000	\$0		\$0		No	NOCH
	2003	Bobcat S185 Skid Loader	\$22,449	\$0		\$0		No	NOCH
	2014	Freightliner Dump Truck	\$100,000	\$0		\$0		No	NOCH
	2014	Dodge Ram Truck 1-Ton	\$32,964	\$0		\$0		No	NOCH
	2016	Dodge Ram Truck 1-Ton	\$32,358	\$0		\$0		No	NOCH
	2017	Volvo Wheel Loader	\$128,600	\$0		\$0		No	NOCH
	2019	Freightliner Dump Truck	\$138,104	\$0		\$0		Yes	NEW



Form 517007 {5-**2019**}  
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Ames, IA 50010

<b>City Name</b>
ANAMOSA
City Number
165

# City Street Financial Report

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## Explanation Sheet

Comments



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Office of Local Systems  
Ames, IA 50010

City Name
ANAMOSA
City Number
165

## City Street Financial Report

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## Monthly Payment Sheet

Month	Road Use tax Payments
July	\$52,767.02
August	\$83,660.12
September	\$80,273.53
October	\$49,594.80
November	\$62,033.92
December	\$62,805.02
January	\$60,368.91
February	\$59,825.48
March	\$48,728.08
April	\$30,113.01
May	\$66,704.32
June	\$57,910.39
Totals	\$714,784.60



August 14, 2019

Jacob Sheridan  
City of Anamosa  
107 S Ford St  
Anamosa, IA 52205

RE: WWTP IMPROVEMENTS – PHOSPHORUS REMOVAL – PAY APPLICATION #1  
APPROVAL

Dear Mr. Sheridan

Enclosed for your review and approval is Pay Estimate No. 1 for work on the WWTP Improvements – Phosphorus removal project. We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Estimate #1 in the amount of \$124,265.46 to F.L. Krapfl Inc. Please let me know if you have any questions regarding this pay request.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Patrick Williams'.

Patrick Williams  
Project Engineer

Cc: Floyd and Cory Krapfl – F.L. Krapfl Inc.

# APPLICATION FOR PARTIAL PAYMENT #1

WWTP Improvements - Phosphorus Removal

118.0723.08

City of Anamosa

8/14/2019

Item No.	Description	Est. Qty.	Unit	Contract Amount		Completed to Date		Stored Materials		Completed This Period	
				Unit Price	Total	QTY To Date	Value To Date	QTY To Date	Value To Date	QTY This Period	Value This Period
1	Mobilization	1	LS	\$ 10,750.00	\$ 10,750.00	0.50	\$ 5,375.00			0.5	5375
2	Fence Removal	115	LF	\$ 10.00	\$ 1,150.00	115.00	\$ 1,150.00			115	\$ 1,150.00
3	Temporary Safety Fence	182.5	LF	\$ 3.00	\$ 547.50	182.5	\$ 547.50			182.5	\$ 547.50
4	Replace Fence	115	LF	\$ 26.00	\$ 2,990.00						
5	Saw Cut HMA	35.75	LF	\$ 3.00	\$ 107.25	35.75	\$ 107.25			35.75	\$ 107.25
6	HMA Removal	1588	SF	\$ 2.00	\$ 3,176.00	1,588.00	\$ 3,176.00			1588	\$ 3,176.00
7	Class 'A' Base Stone - 6"	70	CY	\$ 22.00	\$ 1,540.00						
8	HMA Pavement - 4"	1984	SF	\$ 4.70	\$ 9,324.80						
9	Abandon Influent	1	LF	\$ 282.00	\$ 282.00						
10	Electrical	1	LS	\$ 19,216.00	\$ 19,216.00						
11	Fermenter Tank	1	LS	\$ 171,000.00	\$ 171,000.00						
12	Connect to 12" Air Line	1	LS	\$ 3,500.00	\$ 3,500.00						
13	4" DI Air Line w/ Fittings	1	LS	\$ 6,290.00	\$ 6,290.00						
14	Connect to Exist 24" PVC Influent	2	EA	\$ 8,100.00	\$ 16,200.00						
15	24" PVC Aero-Mod Influent w/ Fittings	1	LS	\$ 24,525.00	\$ 24,525.00						
16	Wall Sleeves & Link Seals	2	EA	\$ 2,480.00	\$ 4,960.00						
17	Temporary Bypass	1	LS	\$ 4,441.45	\$ 4,441.45						
18	Aero-Mod Equipment	1	LS	\$ 165,000.00	\$ 165,000.00			\$ 0.73	\$ 120,450.00		
<b>TOTAL</b>					<b>\$ 445,000.00</b>		<b>\$ 10,355.75</b>		<b>\$ 120,450.00</b>		<b>\$ 10,355.75</b>

Original Contract Amount \$ 445,000.00  
Change Orders \$ -  
Contract Amount To Date \$ 445,000.00  
Total Work Completed to Date \$ 10,355.75  
Materials Stored \$ 120,450.00  
Less Materials Used \$ -  
Subtotal \$ 130,805.75  
Less 5% Retainage \$ 6,540.28  
Subtotal \$ 124,265.46  
Net Due This Period \$ 124,265.46

## CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

F.L. Krapfl Inc.

CONTRACTOR

By 

DATE: 8-14-19

## ENGINEER'S APPROVAL

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By 

DATE: 8-14-19

## OWNER'S APPROVAL

City of Anamosa

OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_



# SYSTEMVIEW™ ASSESSMENT

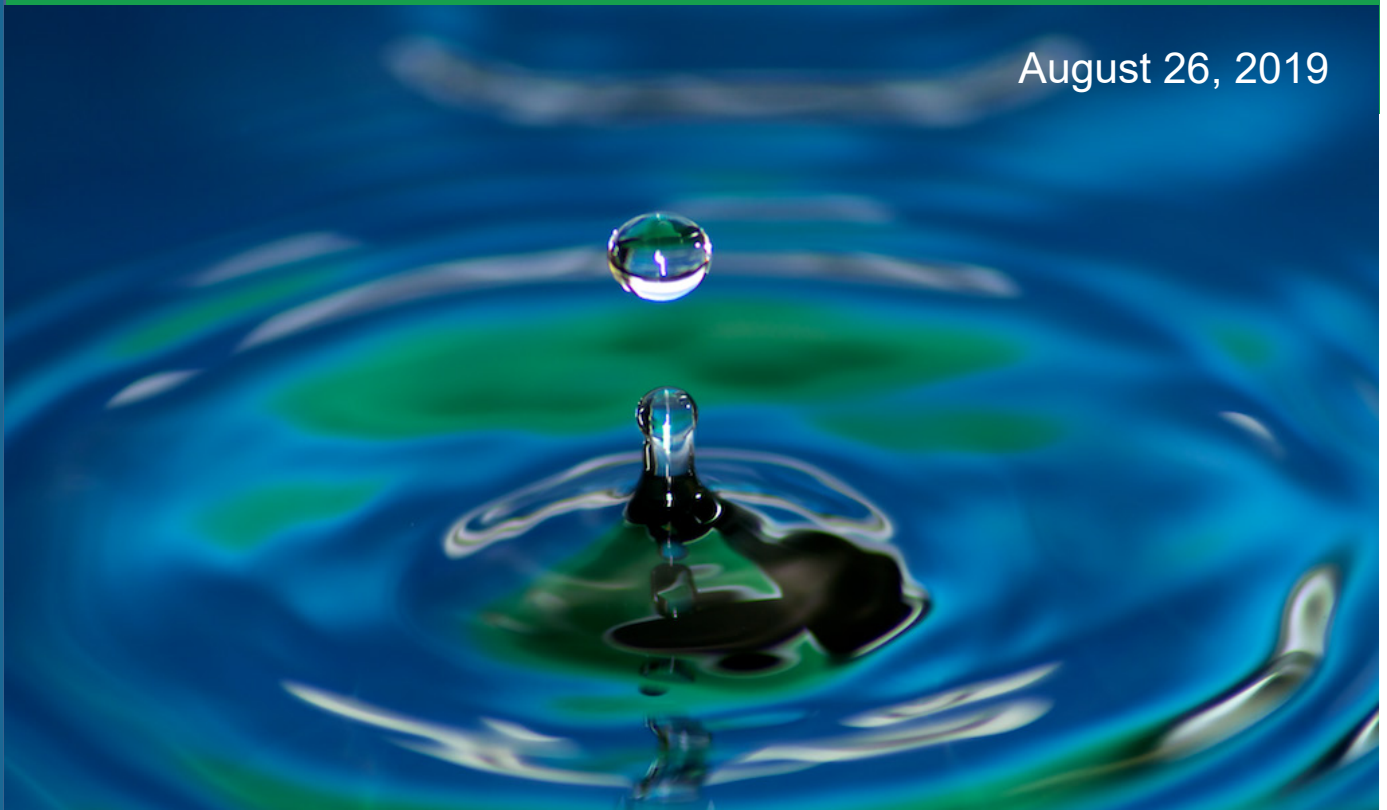
of the

Water and Wastewater Treatment Facilities

Prepared for

**CITY OF ANAMOSA, IOWA**

August 26, 2019

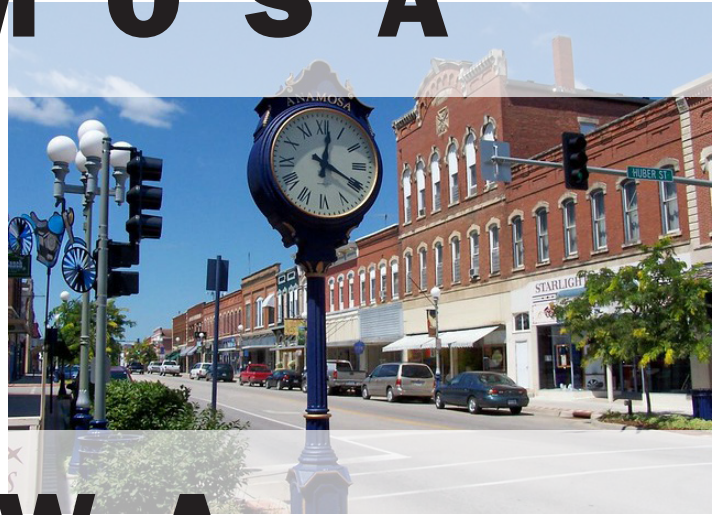


**Science ♦ Service ♦ Success**  
in Wastewater & Water Management





# A N A M O S A



# I O W A



MI2 Operating Systems  
1001 Boardwalk Springs Place, Suite 10  
O'Fallon, MO 63368  
Phone: 314-680-2428  
[www.mi2ops.com](http://www.mi2ops.com)



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August 26, 2019

Mr. Jacob Sheridan  
City Administrator  
City of Anamosa  
107 S. Ford Street  
Anamosa, Iowa 52205

RE: MI2 SystemView™ Proposal

Mr. Sheridan:

MI2 appreciates the opportunity to submit this proposal for the provision of our SystemView™ services to the City of Anamosa. We look forward to discussing the information presented in this document in more detail with you. I will call you on Friday morning in order to discuss this draft proposal and answer any questions you may have.

Thank you again for the opportunity to work with you and the City of Anamosa. MI2 would like to have the opportunity to work with your City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike McKee".

Mike McKee, President  
MI2 Operating Systems

# SCOPE OF WORK

## BEGINNING WITH THE END IN MIND

MI2's scope of work for the City will begin with the performance of our MI2 SystemView™ Service. The MI2 SystemView™ service is a comprehensive, objective, and confidential review, assessment and analysis of the current management, operation, and maintenance of the City's water and wastewater treatment facilities, including the distribution and collection systems, pumping systems, and storage facilities.

The SystemView™ is **not** an engineering study of the treatment facilities. Rather, it is fundamentally a performance review of the current management, operation, and maintenance of the City's water and wastewater treatment facilities performed by an objective third party who knows and understands the water and wastewater treatment business. MI2's team brings the City over 100 years of collective management and operations experience in municipal water and wastewater treatment.

The SystemView™ process will begin with our review of all of the information requested by MI2 from the City. Following this review MI2 will begin our work on-site in Anamosa, reviewing, assessing and analyzing your water and wastewater treatment systems.

Following our on-site work, MI2 will provide our SystemView™ report to the City. The SystemView™ Report will identify the current strengths of the City's management, operation and maintenance of the treatment facilities as well as the areas identified as needing improvement, with a list of MI2's recommendations and suggested action plans.

Our review will be comprehensive. We will review each key component of the management, operations and maintenance of the facilities;

- Management: treatment processes; staff; regulatory compliance
- Overall effectiveness of the operations and maintenance of the treatment facilities
- Preventive Maintenance of the City's equipment dedicated to the operations as well as record keeping of the work order system and maintenance activities tracking
- Performance effectiveness of wastewater treatment and water quality performance for drinking water
- Economics and Operations Costs – comparative analysis with other cities of similar size and scope
- Major repair costs; emergency preparedness and contingency planning; safety; staff training
- Customer Service

## SUMMARY OF MI2'S PROPOSED SCOPE OF SERVICES

The scope of work and benefits that MI2 will bring to the City of ANAMOSA in the performance of the MI2 SystemView™ include:

- A. MI2 will perform a detailed on-site performance review of the management, operation, and maintenance of the water and wastewater treatment facilities owned and operated by the City of Anamosa, IOWA.
- B. MI2 will provide and produce an experienced, objective, professional evaluation of all aspects of the City's water and wastewater treatment systems management, operations, and maintenance.
- C. MI2 will provide recommendations for where the City's costs should be for the management, operations, and maintenance of the water and wastewater treatment facilities.
- D. MI2 will perform this work as the City's designated owner representative evaluating current management, operations and maintenance of the water and wastewater treatment facilities



- E. MI2's team of Jeff Mummert, Mike Dahlquist and Mike McKee will each have a role in the provision of our services to Anamosa. We estimate the total time commitment of our being on-site in Anamosa at one full (8-hour) day.
- F. In order to provide value to the City, MI2 needs to fully understand the capabilities of the City's treatment systems as well as the capabilities of your staff.
- G. MI2 has a great deal of experience with this scope of services and we will work with your staff in a professional manner.
- H. MI2 will be organized and prepared when we meet with your staff; we will not waste the City staff's time. MI2 needs to understand the City's operation in detail. We therefore will need to gather and review a fairly large amount of data as well as discuss the operations with the City's operational staff. We will evaluate all components of the operation and provide the City with a complete and professional report containing our findings and recommendations.
- I. MI2's report can be used by the City to make future decisions regarding planning and direction. We will be at your service to answer any and all questions you may have regarding our report and recommendations presented in the report.
- J. The MI2 Team understands water and wastewater treatment management, operations, and maintenance. We have spent our careers providing these services to municipalities in the Midwest. Our report will focus on and identify the key issues the City faces and the MI2 report will be factual, to the point, and clear

## THE END PRODUCT

At the conclusion of MI2's work for Anamosa, the City will know everything it needs to know about the quality and effectiveness of its water and wastewater treatment management, operations, and maintenance:

- A. Drinking water quality
- B. NPDES Permit Compliance
- C. Regulatory compliance issues regarding water and wastewater treatment
- D. Capital Improvement Plan
- E. Operation and Maintenance (O&M) costs for both water and wastewater treatment
- F. Personnel required for the adequate staffing the operations
- G. Treatment plant effectiveness both water and wastewater
- H. Treatment challenges leading to regulatory challenges
- I. Chemical usage management
- J. Personnel and community safety
- K. Employee training recommendations
- L. Emergency response preparedness and contingency planning
- M. Reporting protocols
- N. Customer Service and the handling customer complaints

## PROPOSED PRICING

MI2's fixed price for the provision of the services identified in this proposal is **\$5,000** to be paid by the City as follows:

- MI2 requests that **25%** of the total price, or **\$1,250** be paid by the City to MI2 upon execution of the Agreement to cover mobilization and start-up costs.
- MI2 requests that **50%** of the total price, or **\$2,500** be paid by the City to MI2 upon delivery of the SystemView™ Report to the City.
- MI2 suggests that the City retain the final **25%** of the total price, or **\$1,250** until such time the City is completely satisfied with MI2's performance.

The 25% retainer represents *MI2's Guarantee of Service Excellence* to the City of Anamosa. MI2 is confident that the City will be pleased with our evaluation and report at the completion of our SystemView™ and we will stand behind this statement with our Guarantee of Service Excellence as follows:

### **MI2'S Guarantee to the City of Anamosa:**

If at the completion of this scope of services, the City of Anamosa decides that the City did not receive the value it anticipated from MI2's work or if the City is of the opinion that MI2's performance did not live up to the City's expectations or was lacking or unprofessional in any way, then the City has the contractual right to withhold the payment to MI2 of the final retained \$1,250 or a portion of the final amount retained until MI2 addresses the City's concerns and the City is satisfied with MI2's performance.

MI2 makes this commitment because we are confident in our experience and our ability to deliver on our commitments and we look forward to a long-term relationship with the City of Anamosa. We are confident that the City will appreciate the value of our services and that our services will be judged fairly by the City of Anamosa.

## KEY REASON TO MOVE FORWARD WITH THIS VALUE PROPOSITION

The MI2 report will be a strong indication to the City's ratepayers that the City is interested in the effectiveness of its wastewater and drinking water operations from both a cost and a quality standpoint.

The MI2 report will be a useful tool for the City's planning efforts. The MI2 SystemView™ analysis will create both short- and long-term value for the City and provide the City with a good return on its investment.

## PROPOSED SEQUENCE

1. MI2 delivers our proposal to the City Administrator for his review, comments and questions.
2. MI2 answers all questions provided by Mr. Sheridan.
3. MI2 attends the August 26th meeting of the Anamosa City Council with the Mayor and City Council.
  - MI2 will make a short PowerPoint presentation.
  - MI2 will answer any questions and provide any further clarifications requested.
4. The Anamosa City Council decides whether or not to move forward with the MI2 SystemView™ service.

5. MI2 will schedule our on-site review with Mr. Sheridan and provide him with all of the required information that MI2 will need to be able to review and analyze.
6. MI2 will submit our SystemView™ Report within two weeks of the completed on-site work.
7. MI2 will make an oral presentation to the City Council of the SystemView™ Report at the City's direction.
8. The City, at its discretion, decides on future steps.

## **REQUESTED DATA**

MI2 will need various information and financial data from the City to fulfill or scope of services as presented in this proposal. This information and data include:

### **PERSONNEL AND BENEFITS**

- A list of current employees with their certifications in water and wastewater noted
- The current wage and benefit plan for employees
- A copy of the City's employee manual
- A description of vacation and sick leave policy
- A copy of training documentation and policy
- Copy of the work schedule and hours
- Overtime expenses for the previous 12 months

### **PROCESS ENERGY**

- Copies of or access to review monthly gas and electric invoices for the previous 24 months.

### **PROCESS CHEMICALS**

- Copies of or access to review wastewater process chemical purchases for the previous 24 months.

### **MAINTENANCE AND REPAIR**

- Copies of or access to review invoices for maintenance and repair expenditures for the previous 24 months.

### **SLUDGE DISPOSAL**

- Copies of or access to review sludge disposal invoices for the previous 24 months (both water and wastewater), including contracted disposal and equipment rental.

### **OTHER OPERATING EXPENSES**

- Copies of or access to review invoices for other miscellaneous operating expenses for the previous 24 months, such as laboratory expenses, contract services, safety, training, and vehicle expenses.

## OTHER INFORMATION

- Copies of all operating permits
- Copies of all regulatory enforcement orders

# PROFESSIONAL SERVICES AGREEMENT

**PROJECT DEFINITION:** Complete a Performance Review of the Operations, Maintenance, and Management of the Water and Wastewater Treatment Facilities, the Water Distribution and Sewer Collection Systems, the Booster Pump Stations and Finished Water Storage Facilities, and the Lift Stations and CSO's.

This agreement is by and between:

The CITY OF ANAMOSA, IOWA (hereinafter the "CITY"), and MI2 Operating Systems, LLC (hereinafter "MI2"), collectively the "PARTIES".

The parties agree to the following:

## SCOPE OF SERVICE

The basic services to be provided by MI2 to the CITY for this project are the following:

- Evaluation and performance review of the management, operations and maintenance of the water treatment, storage and distribution facilities.
- Evaluation and performance review of the management, operations and maintenance of the wastewater treatment, wastewater pumping stations and sewer collection facilities.
- Evaluation and performance review of the management and staffing of the operations.
- A financial analysis of the operation will be provided by MI2.
- A review and analysis of the CITY'S Capital Improvement Plans.
- A review of the current condition of the major equipment dedicated to the treatment facilities.
- A review of the effectiveness of the maintenance management system utilized for the proper maintenance of the capital assets dedicated to the treatment facilities.
- A review of the Safety and Emergency Response plans currently in place.
- The submittal of a final report including MI2's findings, facts, professional opinions and recommendations.

## CITY RESPONSIBILITIES

In order to establish effective communications and for the efficient use of time, especially while MI2 is on-site in Anamosa; the City will designate and authorize a City staff person to perform in the role of the City's representative and liaison to MI2.

## COMPENSATION

- MI2's total lump-sum price for the provision of the scope of services is \$5,000.
- This price includes MI2's expenses for travel and lodging.
- MI2 will invoice the City on three occasions. We will invoice the City for the initial 25% of our compensation upon the start up of this scope of work on-site. An additional 50% upon delivery of MI2's Final Report, and the final 25% at the conclusion of the project, following the final presentation to the City and acceptance by the City.
- The lump-sum price of \$5,000 will not be exceeded unless there is an addition to the scope of services requested by the City.



**MI2's GUARANTEE OF SERVICE EXCELLENCE:**

If for any reason, the City is dissatisfied with MI2's performance of its contractual scope of services as outlined in this agreement and as outlined in MI2's SystemView™ proposal, the City may withhold the final payment of 25% of the contract (\$1,250.00) to MI2 until such time that MI2 satisfies the City that MI2 has provided the agreed upon scope of services.

**ACCEPTANCE:**

MI2 will be authorized by the CITY to begin the provision of the scope of services upon execution of this agreement by the CITY and MI2. The CITY and MI2 further agree that this draft agreement, as well as the MI2 SystemView™ proposal, dated August 26, 2019, comprise the total agreement for this project.

**APPROVED FOR THE CITY:**

BY: \_\_\_\_\_

**APPROVED FOR MI2:**

BY: \_\_\_\_\_

Michael S. McKee

## INSURANCE

**MI2's Insurance.** MI2 shall maintain the following insurance during the term of this Agreement.

Commercial General Liability:

Bodily Injury and Property Damage	\$1,000,000 per Occurrence \$1,000,000 Aggregate
Personal Injury Liability	\$1,000,000 per Occurrence \$1,000,000 Aggregate

MI2's commercial general liability policy shall contain a waiver of subrogation in favor of the CITY and the CITY shall be added as an additional insured.

Commercial Automobile Liability:

Hired and Non-Owned Liability	\$1,000,000 per Occurrence
Automobile Liability	\$1,000,000 per Occurrence
Comprehensive and Collision Coverages	

MI2's commercial automobile liability policy shall contain a waiver of subrogation in favor the CITY and the CITY shall be added as an additional insured.

Workers Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Occurrence
Bodily Injury by Disease	\$ 50,000 each Employee

The CITY shall be added as an additional insured on MI2's employers' liability policy.

Umbrella:

Bodily Injury and Property Damage	\$2,000,000 Aggregate
-----------------------------------	-----------------------

Prior to beginning work hereunder, MI2 shall furnish the CITY with a certificate of insurance reflecting the coverages required herein and each policy shall require a 30-day prior notice of cancellation or material change while this Agreement is in effect.

# MI<sub>2</sub> TEAM

Please see MI<sub>2</sub>'s website at: [www.mi2ops.com](http://www.mi2ops.com) for a full listing of all of our past projects as EMC.

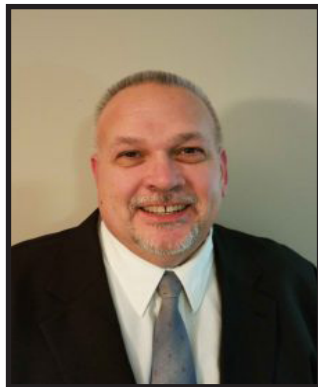
MI<sub>2</sub>'s scope of services will be delivered by MI<sub>2</sub>'s team of Mike McKee, Jeff Mummert and Mike Dahlquist. Mike McKee and Jeff Mummert are both owners of MI<sub>2</sub>. Mike serves as the President of the company, Jeff as the company's Vice President and Mike Dahlquist as the Operations Director.



**Michael McKee, Sr.**

**President**

Mike McKee founded MI<sub>2</sub> Operating Systems, a wastewater and water operations consulting company. With over 30 years of experience in wastewater and water treatment operations and maintenance, Mike offers guidance and support to municipalities in the management, operation and maintenance of their wastewater and water treatment facilities. Previously, he had served as President of EMC.



**Jeff Mummert**

**Vice President**

Jeff joined MI<sub>2</sub> Operating Systems in 2017. He has multiple state operators' licenses. Jeff brings 35 years of water and wastewater operations experience. His experience covers operations and technical support to clients across the country. Jeff and Mike McKee worked together for over 14 years at EMC prior to the company being sold.



**Mike Dahlquist**

**Operations Director**

Mike brings 34 years of experience in water and wastewater operations to our clients. He holds certifications in multiple states. Mike has managed both municipal and industrial treatment processes as well as wastewater collection and water distribution systems. His experience covers budget management, computer management systems, process control, chemical control, instrumentation, maintenance, laboratory, personnel training and technical support.

## ABOUT MI2

The principals of MI2 are the former owners of Environmental Management Corporation, or “EMC”. EMC developed from zero contracts in 1982 to over 65 contracts with municipalities and industries by the year 2002, which is the year we sold the business. EMC lead and managed a combined workforce of over 400 people, approximately 200 of which were municipal employees that EMC contractually managed.

Our key message is that MI2 will bring real value for the following reasons:

- MI2’s dedication to safety;
- MI2 understands water and wastewater treatment technologies;
- MI2 understands how treatment facilities need to be managed and maintained;
- MI2 is experienced with the development of capital planning in partnership with the City;
- MI2 is experienced in providing assistance to the City’s staff in managing capital projects; and
- MI2 has an excellent track record of providing single-source responsibility for the program management of capital projects with accompanying cost and performance guarantees.

MI2 is unique in our approach to the City. We strongly believe and have proven over the years that water and wastewater operations is a PEOPLE business. Fundamentally, it is about leadership and management of people, experience and knowledge of the technical aspects of the treatment technologies, complete knowledge of all state and federal regulations, a commitment to the safety of the community and its employees, and the commitment to provide services to the City. The challenge of City operations is to be able to provide all of these benefits while at the same time holding the City’s sewer and water rates steady and providing a the lowest annual cost for the operation of the treatment facilities.

## WHERE WE HAVE WORKED

The scopes of work in the following list of our first company’s projects were: water treatment, wastewater treatment, sludge disposal or public works management and in some communities a combination of scopes of work. The majority of the projects mentioned in the 3-state region of Missouri, Illinois and Indiana were municipal projects. The majority of the projects outside of this 3-state territory were industrial projects and/or sludge disposal projects.

## INDIANA:

- Richmond – population 40,000 – Contract management of wastewater treatment; sanitation collection; landfill and recycling
- Clarksville – population 20,000 – Full service O&M collection system
- Evansville – population 126,272 – Contract management wastewater treatment and collection system; contract management water treatment and distribution system; customer service and billing; engineering + major capital upgrade
- Jeffersonville – population 26,000 – Full service O&M wastewater treatment
- Richmond – population 40,000 – Contract management of wastewater treatment; sanitation collection; landfill operation and recycling
- Fort Wayne – population 200,000 – Contract management wastewater treatment
- Sellersburg – population 5,900 – Full service O&M of collection and distribution systems
- Seymour – population 15,500 – Full service O&M of wastewater treatment + major capital upgrade
- Terre Haute – population 57,475 – Contract management wastewater treatment
- Vincennes – population 19,859 – Full service O&M wastewater treatment + major capital upgrade
- Washington – Perdue Foods – Industrial contract
- New Albany- population 50,140 – Contract management wastewater treatment and collection system, program management plant and collection system upgrade from design through construction

## MISSOURI:

- California – population 3,460 – Full service O&M wastewater treatment
- Canton – population 2,700 – Public Works Management
- St. Charles – population 55,000 – Full Service O&M wastewater treatment along with 3 capital upgrades at the wastewater facilities
- Kansas City – Residuals contract – 22 million gallon lagoon closure
- Pevely – Residuals contract – 1.7 million gallons of biosolids annually to land application
- Bonne Terre – Residuals contract
- Cabool – Dairy Farmers of America – Industrial contract – Full-service O&M wastewater treatment
- Monett – Dairy Farmers of America – Industrial contract – Full-service O&M wastewater treatment9. Kirkwood – Residuals – 4,500 yards of lime from water treatment

## ILLINOIS:

- Bourbonnais – population 15,000 – Collection System Operation and Maintenance
- Brighton – population 2,400 – Public Works Management
- Elizabeth – population 700 – Public Works Management
- Erie, IL – population 1,572 – Public Works Management
- Galena – population 4,000 – Full service O&M of water and wastewater treatment
- Godfrey – population 16,085 – Full service O&M of wastewater treatment; Pretreatment/Billing
- Havanna – population 3,610 – Public Works Management
- Knoxville – population 3,200 – Full service O&M of wastewater treatment
- Lincoln – population 16,000 – Full service O&M of wastewater treatment + major capital upgrade
- Litchfield – population 7,200 – Full service O&M of wastewater treatment
- Metropolis – population 7,000 – Contract Management of wastewater treatment
- Monmouth – population 10,000 – Full service O&M of wastewater treatment + major capital upgrade
- Mt. Carmel – population 8,400 – Full service O&M of wastewater treatment
- Mt. Vernon – population 17,000 – Full service O&M of wastewater treatment + major capital upgrade
- Pittsfield – population 4,200 – Full service O&M wastewater treatment
- Oregon – population 4,800 – Full service O&M distribution and collection systems
- West Frankfort – population 8,500 – Full service O&M of water distribution system+ major capital upgrade
- Geneva – Pillsbury – Industrial O&M, wastewater
- Morton – Nestle – Industrial O&M + major capital upgrade
- Bloomington – Kathryn Beich – Industrial O&M, wastewater
- Sullivan – Brock and Brach – Industrial O&M, wastewater
- Robinson – Hershey – Industrial O&M, wastewater
- Macomb – Residuals contract – Lime sludge removal and disposal
- Camp Point – Residuals contract – 2,400 cubic yards of lime annually
- Jacksonville – Residuals contract – 37,000 cubic yards of lime over 4 years; O&M of wastewater bio solids program
- Staunton – Residuals contract – annual contract for lagoon clean outs and disposal
- East Alton – Residuals contract – 3.7 million gallons of wastewater residuals annual



MI2 Operating Systems  
1001 Boardwalk Springs Place, Suite 10  
O'Fallon, MO 63368  
Phone: 314-680-2428  
[www.mi2ops.com](http://www.mi2ops.com)

**RESOLUTION NO. 2019-\_\_**

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR THE POSITION OF  
LAWRENCE COMMUNITY CENTER FRONT DESK FOR FISCAL YEAR ENDING JUNE 30, 2020***

**WHEREAS**, the City Council regularly approves the hiring of new staff; and

**WHEREAS**, some previously approved parks and recreation department hires never started their employment; and

**WHEREAS**, the vacancy of the Parks and Recreation Director position has elevated the need for this staff; and

**WHEREAS**, the employee below was an applicant for those prior postings and is now being recommended by the Deputy Director of Parks and Recreation to fill this position; and

**WHEREAS**, such recommendation is now forwarded onto the City Council for their review and consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA**, that the following hire be approved with an effective date of August 26<sup>th</sup>, 2019:

<b>Position</b>	<b>Employee Name</b>	<b>Hourly Wage</b>
Part Time LCC Front Desk	Stephanie Conmey	\$7.50

**PASSED AND APPROVED** this 26<sup>th</sup> day of August, 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 26<sup>th</sup> day of August, 2019.

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

ATTEST:

\_\_\_\_\_  
Beth Brincks, City Clerk



RESOLUTION NO. \_\_\_\_\_

Resolution setting the date for public hearing and additional action on proposal to enter into General Obligation Corporate Purpose Loan Agreements

WHEREAS, the City of Anamosa (the “City”), in Jones County, State of Iowa has heretofore proposed to enter into a loan agreement (the “Loan Agreement #1”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of acquiring land for and constructing, furnishing and equipping a police station (the “Police Station Project”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement #1 and to give notice thereof as required by such law; and

WHEREAS, the City has also heretofore proposed to enter into a loan agreement (the “Loan Agreement #2”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping a fire station addition (the “Fire Station Project,” and together with Police Station Project, the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement #2 and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on September 23, 2019, at the \_\_\_\_\_, Anamosa, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_ .m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement #1 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY  
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$700,000

(GENERAL OBLIGATION)

The City Council of the City of Anamosa, Iowa (the "City"), will meet on September 23, 2019, at the \_\_\_\_\_, Anamosa, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of acquiring land for and constructing, furnishing and equipping a police station.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 284.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter

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

Beth Brincks  
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement #2 setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY  
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$700,000

(GENERAL OBLIGATION)

The City Council of the City of Anamosa, Iowa (the "City"), will meet on September 23, 2019, at the \_\_\_\_\_, Anamosa, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping a fire station addition.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 284.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter

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

Beth Brincks  
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which is reasonably estimated to cost approximately \$1,400,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 26, 2019.

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Mayor

Attest:

---

City Clerk



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Burr Oak Development Co., Sellers:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Jones County, Iowa, described as follows:

North 54 feet of Lot 13, And Commencing on the West line of Ford Street at a point 152 feet North of the North line of Main Street; thence North along the West line of Ford Street to a point 54 feet South of the North line of Lot 13; thence West 140 feet to the alley; thence South to a point due West of the place of beginning; thence East to the place of beginning; All in J.H. Fisher's East Anamosa, now a part of the City of Anamosa, Jones County, Iowa. (108 N. Ford Street, Anamosa) with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.)

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: Municipal

2. PRICE. The purchase price shall be \$ 243,500.00, payable ~~XXXXXXXXXXXXXXXXXXXX~~ XXX, as follows: In full at closing. This sale shall close as soon as practical following Buyer being provided an abstract of merchantable title pursuant to paragraph 10 following.

3. REAL ESTATE TAXES. Sellers shall pay the real estate taxes for fiscal year 2018-2019 and those for fiscal year 2019-2020 prorated to the date of possession

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS.

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

- A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
- B. IF A. IS STRICKEN, Sellers shall maintain \$ \_\_\_\_\_ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards

shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers ~~on~~ at closing, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) \_\_\_\_\_
9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
10. ABSTRACT AND TITLE. Sellers, at their expense, shall ~~promptly~~ obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by \_\_\_\_\_ general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
15. REMEDIES OF THE PARTIES
  - A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa

Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

- 16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.
- 17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.
- 18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.
- 19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
- 20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
- 22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before \_\_\_\_\_ it shall become void and all payments shall be repaid to the Buyers.
- 23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~
- C. ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



24. OTHER PROVISIONS.

A. This offer is contingent upon it being approved by the City Council for the City of Anamosa, Iowa and upon the City of Anamosa, Iowa securing the financing necessary to effect its purchase of the subject property.

B. Prior to closing Seller shall be responsible for:

i. Cleaning out the building.

ii. Completely replacing the roof of the building with a new shingle roof over the garage and a new rubber roof over the flat roof area. The new flat roof shall include sloped insulation to promote better draining of the roof and shall come with a 20 year warranty.

iii. The back garage shall be removed (roof and walls). The floor shall remain to secure the area until Buyer has decided what to do with the exterior of the building at which time Seller shall remove and dispose of the floor.

C. An abstract of merchantable title pursuant to paragraph 10 above shall be provided Buyer when Seller has fulfilled the conditions listed in the subparagraph B above.

Accepted \_\_\_\_\_

Dated \_\_\_\_\_

SELLERS  
BURR OAK DEVELOPMENT CO.

BUYERS  
CITY OF ANAMOSA, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name Bryce Ricklefs, President

Print Name Jacob Sheridan, City Administrator

SS# XXXXXXXXXXXXXXXXXX

SS# XXXXXXXXXXXXXXXXXX

ATTEST: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

SS# XXXXXXXXXXXXXXXXXX

SS# XXXXXXXXXXXXXXXXXX

Address :  
12536 Buffalo Road  
Anamosa, Iowa 52205

Address :  
107 S. Ford Street  
Anamosa, Iowa 52205

Telephone: (319) 462-4435

Telephone: (319) 462-6055

**Addendum for  
Inspection of Private Sewage Disposal System**

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

\_\_\_\_\_ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within \_\_\_\_\_ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within \_\_\_\_\_ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

\_\_\_\_\_ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ \_\_\_\_\_ Dollars into escrow with \_\_\_\_\_ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

## CITY OF ANAMOSA

Date: 8-20-2019

☐ NOISE PERMIT **STREET CLOSURE PERMIT**

**Applicants Name:** Anamika Chamber of Commerce - Pimpri

Applicant's Address: 112 E main Street

**Applicant's Phone:** 462-4879

Event Location/Address: Downtown Main Street (Garnaville to Williams)

### Detailed Description of Event:

Date of Event: Sat, Oct 5, 2019 Time Period of Event: 6A - 6P

**TYPE OF NOISE VARIANCE REQUESTED:**

☐ MUSICAL INSTRUMENT☐ SOUND EQUIPMENT

### STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: See attachment

Starting at intersection(s) of: \_\_\_\_\_

End at intersection(s) of: \_\_\_\_\_

*Please attach a detailed map/drawing of area.*

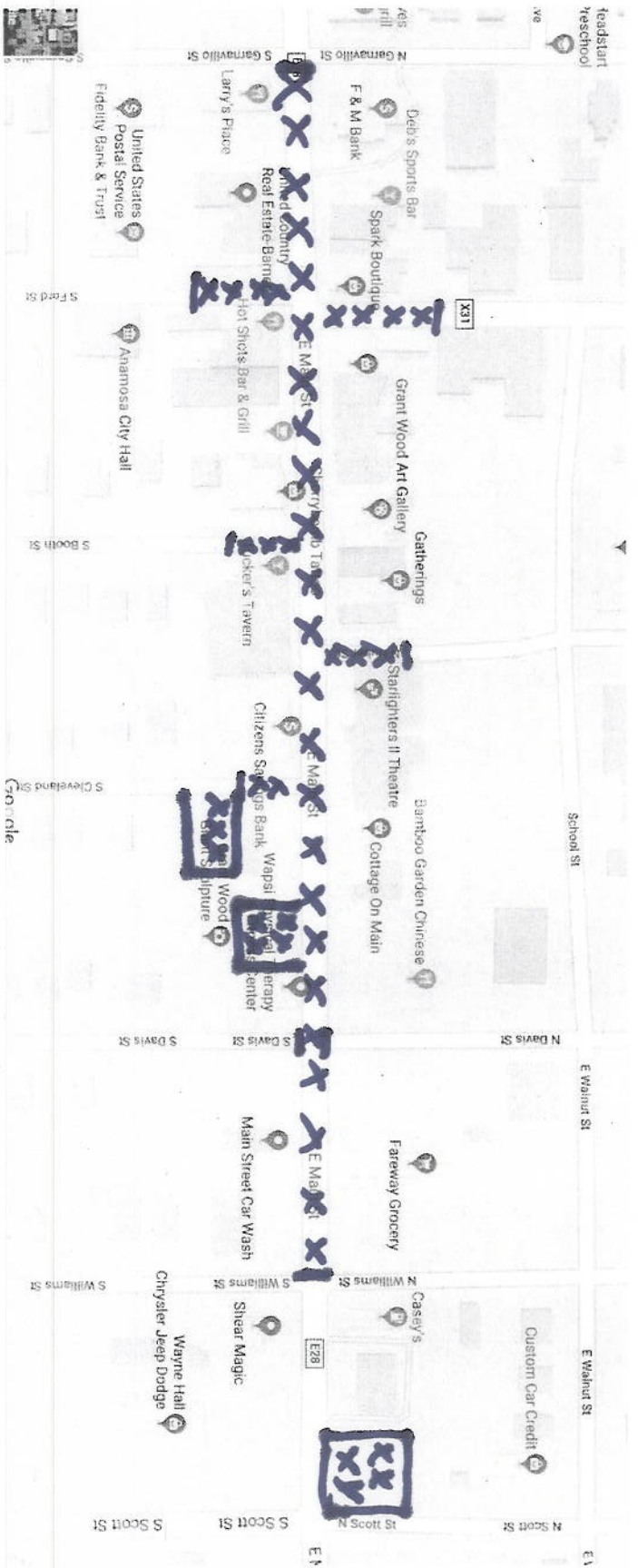
Barricades Needed?: Y/N      How many: \_\_\_\_\_      Type: \_\_\_\_\_

**\*\*\*Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.\*\*\***

**COPY OF ORDINANCE GIVEN TO APPLICANT?** \_\_\_\_\_

COUNCIL APPROVED ON: \_\_\_\_\_  
AMOUNT OF FEE PAID: \_\_\_\_\_

**DISTRIBUTE COPIES TO:** \_\_\_\_\_ \* **APPLICANT** \_\_\_\_\_ \* **POLICE DEPT.**  
 \_\_\_\_\_ \* **PUBLIC SERVICES** \_\_\_\_\_ \* **FIRE DEPT.**



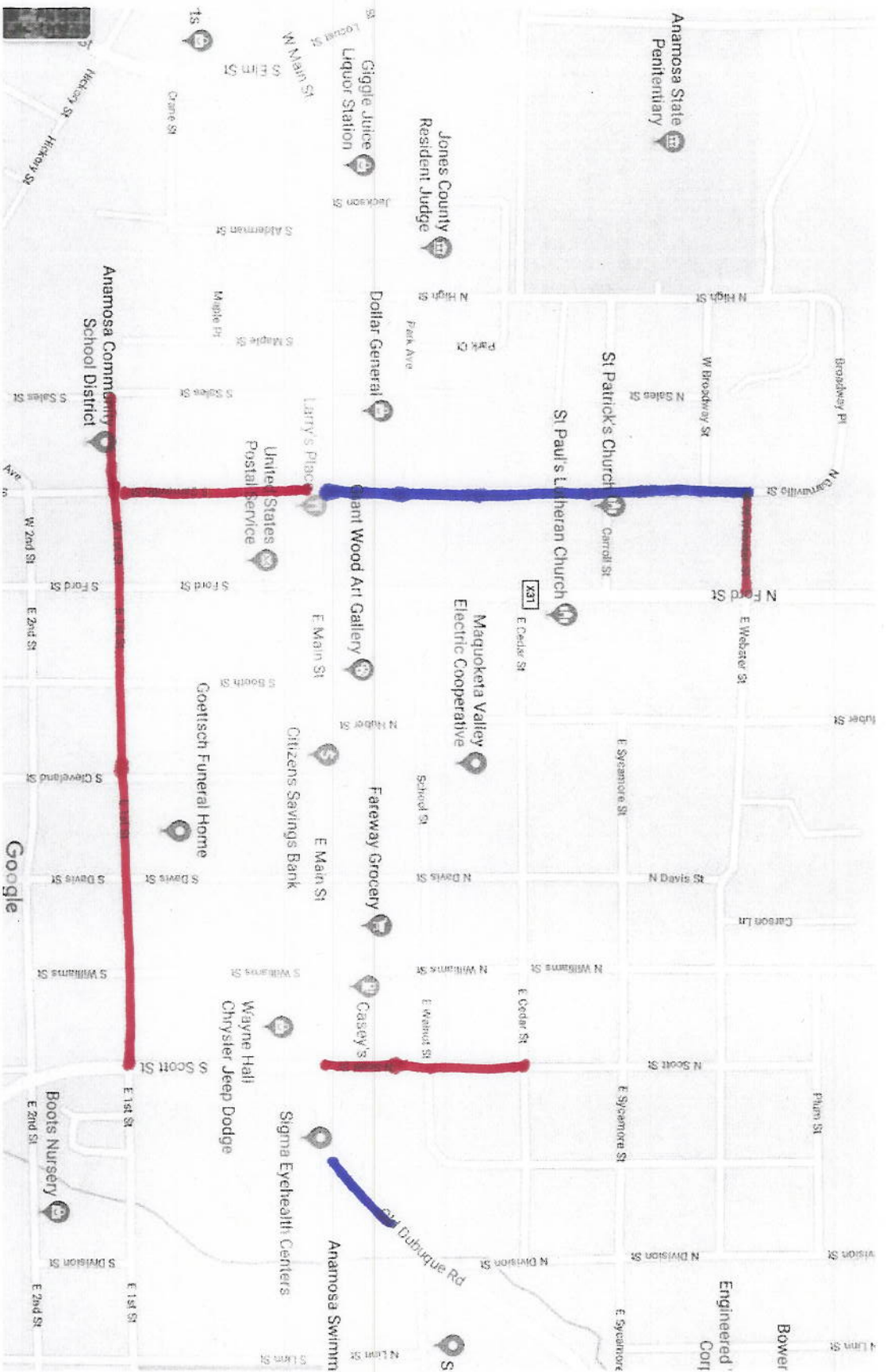
xxx = closed

Also Walworth/Center 11A-3P  
for parade





— Detour  
— Closed



No Parking - Both Sides  
No Parking - One Side

## Doug Edel

---

**From:** Nic Weers <NWeers@citizensbankia.com>  
**Sent:** Monday, August 19, 2019 10:33 AM  
**To:** Doug Edel; 'Chamber Director'; Kylie Nagel; Jeff Stout  
**Subject:** Pumpkinfest 5K

Doug, LeeAnna, Kylie & Jeff:

I'm just communicating with you an update on the Pumpkinfest 5K. I am wanting and requesting the start/finish line to be held on Main Street in front on the Jones County Courthouse. My intentions for this are to take advantage of the by far my largest feedback from last year. The participants loved running right down the middle of main street with vendors and spectators on both sides of them watching, encouraging, and cheering them on. The 2<sup>nd</sup> large feedback was to go back to the Wapsipinicon Trail. This route will accommodate my 2 largest requests. The large grass area in front of the Courthouse will be perfect for prerace congregating, registration, and check in. I looked at the city map this will also cut down significantly on the amount of volunteers I need at intersections controlling traffic. Last years route on Buffalo was nice, but I needed a lot of volunteers at every intersection past the main street baracades. I will get volunteers with 4 wheelers / golf carts to "plow the roads" on main street (much like last year that worked well) to keep vendor traffic back and leave room for the runners and walkers.

My intended route is to go east on main street all the way to Wayne Halls and turn right and proceed down to Shaw. Out on Shaw to the 1.5 mile mark and turn around and come home on the same route. I will be requesting the city to cone off 1 lane of Scott (closest to the sidewalk along Wayne Hall).

With your approval I will proceed to get it authorized with Chief Hoyt and Sheriff Graver along with the Jones County Supervisors and County Engineer.

Thanks very much! Registrations are rolling in.

### Nic Weers

Vice President  
Citizens Bank  
Anamosa: (319) 462-3561  
Tipton: (563) 886-2136  
NMLS # 452959

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**Pumpkinfest 2019**  
**Street Closures/Parking Restrictions**  
**Traffic Control Requests**  
**2<sup>nd</sup> Draft**  
**For City Council Meeting 8/26/2019**  
**Saturday, October 5, 2019**

**The following streets shall be designated “No Parking” from 6:00 am to 6:00 pm on Saturday, October 5, 2019. These restrictions were selected to accommodate the detours around Main Street and particularly to ensure emergency vehicles can respond appropriately to any part of town or the surrounding area.**

South Garnavillo from Main St. to First St. – both sides  
North Garnavillo from Main St. to Webster Street – West side only  
Webster Street from North Garnavillo to North Ford – both sides  
First St. from Scott St. to Sales St. – both sides  
North Scott Street from East Cedar St. to Main St. – both sides  
Darrel Geltz – Home Decorating Center wants no parking signs on his grass (south side of Old Dubuque Rd)

**The following streets shall be closed to all traffic from 6:00 am to 6:00 pm on Saturday, October 5, 2019.**

Main St. from the east line of Garnavillo to the west line of North and South Williams St.  
North Ford St. from Main St. to the alley south of the bowling alley  
South Ford St from Main St. to the alley north of city hall  
Alley between Ford and Booth from Main Street to alley behind old theatre  
South Booth St. from Main St. to the alley behind Tucker's  
North Huber from Main St. to alley behind Kitty's  
South Cleveland Street from Main Street to North of Citizens Bank Drive (bank is open AM)  
South Davis Street at Main Street, Car Wash access to Main Street closed  
North Davis Street at Main Street, Bamboo Garden access to Main Street closed  
Walworth St. (closed from 11 am to 3 pm, Chamber will be responsible for closing/re-opening)  
City Parking Lot between RWMV law office and Wapsi Physical Therapy (parking lot is not accessible anyway due to closure of Main Street) for custom car cruise parking.  
City Parking Lot south of RWMV law office – this lot is accessible, but would like to close it for use for custom/classic car cruise parking.



Also request closing city parking lot next to Caseys on the corner of Main and Scott Street From Friday, October 4<sup>th</sup> at 1 PM to Saturday, October 5<sup>th</sup> at 6 PM for Boomerang Construction demonstration area.

**Main Street Detour:**

- **Ford Street/County Rd X31:** From Ford Street, Webster Street to North Garnavillo. At Main Street can go West to Fairview or Stone City.
- **3<sup>rd</sup> Street/Hwy 64/Hwy 151 & Fairview/Stone City:** From Main Street, South Garnavillo to First Street, First Street to Scott Street to 3<sup>rd</sup>/Hwy 64 or reversed to travel from 3<sup>rd</sup> Street/Hwy 64 to Stone City/Fairview.

South Elm Street (access to Stone City and Fairview) will remain open except during the parade; 2:15 PM to approximately 3:00 PM. Traffic will be able to route behind Tapkens to exit south out of town shortly after parade starts. (Parade start time was moved back to 2:15 to accommodate ASP shift change at 2 PM .) Traffic entering town will be stopped at cemetery until parade is over.

**Pumpkinfest 5K Run**

Start/Finish at Jones County Courthouse Main Street to Scott/3<sup>rd</sup> Street to Wapsi Trail, Shaw Road. Start time 9 AM, estimated last finisher at 10 AM.

**Barricades**

6 barricades for parade. 2 at top of the hill, 2 at bottom and 2 at Mechanic St. intersection.

2 barricades on Huber St. for Big Wheel races @ MVEC.

Date Issued	Warrant	In Favor of	Check Amount	Description
8/26/2019	63852	AERO RENTAL	194.00	POPCORN MACHINE RENTAL
8/26/2019	63853	ATLANTIC COCA-COLA	945.95	SODA FOR RESALE
8/26/2019	63854	AUTOMOTIVE SERVICES	10.00	TIRE REPAIR
8/26/2019	63855	AVENTU	3,251.95	MONTHLY CONTRACT JULY
8/26/2019	63856	BANOWETZ LUMBER COMPANY INC	13.28	WOOD FOR PROJECT
8/26/2019	63857	BARON CONCRETE	243.00	SIDEWALK S CLEVELAND
8/26/2019	63858	BARRON MOTOR SUPPLY	5.90	FUEL FILTER AND BULBS
8/26/2019	63859	BLACK HILLS ENERGY	31.54	GAS SERVICE PD
			33.60	GAS SERVICE PD
			31.54	GAS SERVICE STREET DEPT
			31.54	GAS SERVICE CITY HALL
			47.76	GAS SERVICE LCC
			287.11	GAS SERVICE POOL
			31.54	GAS SERVICE WATER
			100.23	GAS SERVICE WWTP
			594.86	
TOTAL **	63859	BROWN SUPPLY CO., INC.	102.00	BLUE PAINT
8/26/2019	63860	BSN SPORTS	889.19	NAIL DRAG FOR BALL FIELD
8/26/2019	63861	CARRICO AQUATIC RESOURCES INC	528.93	POOL SUPPLIES/EQUIPMENT
8/26/2019	63862	CENTRAL IOWA DISTRIBUTING	257.90	CLEANING SUPPLIES
8/26/2019	63863	CHEM RIGHT LABORATORIES INC	85.00	TESTING
8/26/2019	63864	CY'S TREE SERVICE, LLC	7,050.00	TREE REMOVAL AND TRIM
8/26/2019	63865	FAREWAY STORES, INC.	534.30	SUPPLIES
8/26/2019	63866	GAZETTE COMMUNICATIONS, INC.	149.00	JOB POSTING
8/26/2019	63867	HAAS/DOMINIC	190.00	LIFEGUARD REIMB
8/26/2019	63868	HOME DECORATING CENTER	699.47	PAINT SUPPLIES FOR LCC
8/26/2019	63869	JOHN DEERE FINANCIAL	669.58	PARK SUPPLIES
			492.92	UNIFORM ALLOWANCE
			11.98	ANT SPRAY
			6.98	CONCRETE MIX
			8.98	TIRE KIT AND REFIL PACK
			82.85	STRING TRIMMER LINE
TOTAL **	63870	JONES COUNTY ENVIRONMENTAL, SER	1,273.29	POOL INSPECTION
8/26/2019	63871	KELTNER, INC	721.35	TRUCK 6 AC COMP
8/26/2019	63872	KNUTH/ATTY AT LAW ADRIAN	1,555.75	GENERAL/CONVEY/CLAIM
8/26/2019	63873		666.75	POLKICE MATTERS
TOTAL **	63873	KONICA PREMIER FINANCE	2,222.50	COPIER CONTRACT
8/26/2019	63874	LAING/NATHAN	151.64	EXPANSION JOINT WORK
8/26/2019	63875	LEAF	300.00	PAYMENT FOR COPIER
8/26/2019	63876	LEAF	9.36	BASEBALL CHALK
8/26/2019	63877	LINN CO-OP OIL CO.	294.00	IND PARK LIGHTS
8/26/2019	63878	MAQUOKETA VALLEY ELECTRIC COOP	60.58	TANK RENTAL
8/26/2019	63879	MATHESON TRI-GAS INC	82.96	FOOD FOR POOL
8/26/2019	63880	MCOTTO'S	643.50	INTERNET SRVS
8/26/2019	63881	MEDIACOM	137.98	FD INTERNET SRVS
TOTAL **	63881	MID-AMERICAN RESEARCH	27.23	
8/26/2019	63882		165.21	
			143.34	DRAIN OPENER

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Date Issued	Warrant	In Favor of	Check Amount	Description
8/26/2019	63883	MUNICIPAL PIPE TOOL	375.00	JETTER MAINT SWIVEL
8/26/2019	63884	MUNICIPAL SUPPLY, INC.	2,085.00	METERS
8/26/2019	63885	NORTH CENTRAL LABORATORIES	98.17	LAB DETERGENT
8/26/2019	63886	O'DONNELL ACE HARDWARE	170.10	PAINT FOR LLC
8/26/2019	63887	OC ANALYTICAL SERVICES LLC	3,368.00	TESTING
8/26/2019	63888	REVISE LLC	8,000.00	WEBSITE
8/26/2019	63889	SANDRY FIRE SUPPLY, LLC	1,128.60	TAMS & AIR COMP
8/26/2019	63890	SCHERRMAN'S IMPLEMENT	111.38	HYDRAULIC HOSE
8/26/2019	63891	SECRETIST/KYLIE	150.00	LIFEGUARD REIMB
8/26/2019	63892	SELECT SERVICE PORTABLE RESTRO	510.00	PORTA POTTY RENTAL
8/26/2019	63893	SHELTON-HAUCK/HANNAH	96.00	LIFEGUARD REIMB
8/26/2019	63894	SHUTTLEWORTH & INGERSOLL	1,224.50	LABOR MATTERS
8/26/2019	63895	SIGMA-ALDRICH INC	220.14	PROF SRVS AND TESTING
TOTAL **	63895		92.70	LAB SUPPLIES
8/26/2019	63896	SIMMONS, PERRINE, ALBRIGHT & E	312.84	
8/26/2019	63897	STAR EQUIPMENT LTD.	1,125.00	CONSTRUCTION DISP
8/26/2019	63898	STATE HYGENIC LABORATORY AR	750.00	EXCAVATOR RENTAL
TOTAL **	63898		13.50	POOL TEST
8/26/2019	63899	STOREY KENNORTHY	290.00	REGISTRATION
8/26/2019	63900	TIMP/RON	303.50	
8/26/2019	63901	TOWN & COUNRTY WHOLESALE	228.15	OFFICE SUPPLIES
8/26/2019	63902	TRANSWORLD NETWORK, CORP	561.68	REIMB FOR SUPPLIES
TOTAL **	63902		2,436.69	POOL SUPPLIES
8/26/2019	63903	US POSTMASTER	80.58	LONG DIST JULY/AUG
8/26/2019	63904	WALMART COMMUNITY BRC	94.66	LONG DIST CITY HALL
8/26/2019	63905	WATER TECHNOLOGY INC	31.66	LONG DIST PD
8/26/2019	63906	WAYNE HALL CHRYSLER	206.90	
8/26/2019	63907	WEBER STONE COMPANY	220.00	STAMPS
TOTAL **	63907		879.11	SUPPLIES FOR POOL
8/26/2019	63908	WHITMORE/MALLORY	7,636.83	POOL EVALUATION
CITY			156.65	AXEL SEAL 2014 DODGE
			494.77	ROAD ROCK
			172.10	ROAD AND STONE
			666.87	
			190.00	
			55,289.43	LIFEGUARD REIMB

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TOTAL NUMBER OF RECORDS PRINTED

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CITY OF ANAMOSA  
GL060S-V08.12 RECAPPAGE  
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FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	33,565.28
06	ROAD USE TAX FUND	1,209.55
09	LOCAL OPTION TAX	11,871.46
51	WATER FUND	3,605.98
52	WASTEWATER FUND	5,037.16
TOTAL ALL FUNDS		55,289.43

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CITI	CITIZENS SAVINGS BANK	55,289.43
TOTAL ALL BANKS		55,289.43