



# CITY OF ANAMOSA

## CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, SEPTEMBER 9, 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 26, 2019 – Regular Council Meeting

**4.0) PUBLIC HEARINGS:**

4.1) PUBLIC HEARING ON PROPOSED AMENDMENT TO THE ANAMOSA CORRIDOR URBAN RENEWAL AREA.

A) MAYOR OPENS PUBLIC HEARING

B) PROCEEDINGS

C) MOTION TO CLOSE THE PUBLIC HEARING

**5.0) PROCLAMATIONS: NONE**

**6.0) OLD BUSINESS**

6.1) **THIRD 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.**

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

6.3) PROPOSALS FOR SPECIAL AUDITING SERVICES.

6.4) PROPOSALS FOR MUNICIPAL LEGAL SERVICES.

**7.0) NEW BUSINESS**

7.1) **RESOLUTION** TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE ANAMOSA CORRIDOR URBAN RENEWAL AREA. **ROLL VOTE.**

7.2) **RESOLUTION** SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH EAGLE VIEW LAND DEVELOPMENT , INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS. **ROLL VOTE.**

7.3) **RESOLUTION** APPROVING THE HIRING AND SETTING SALARY OF DEPUTY CITY CLERK. **ROLL VOTE.**

7.4) BEER AND LIQUOR LICENSES:  
A) RENEWAL OF CLASS B WINE PERMIT, CLASS C BEER PERMIT WITH SUNDAY SALES PRIVILEGES – DOLLAR GENERAL STORE #3685.

7.5) 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) 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

## STATEMENT OF COUNCIL PROCEEDINGS

August 26, 2019

The City Council of the City of Anamosa met in Regular Session this August 26, 2019 in the Council Chambers at City Hall at 6:00 p.m. with Mayor Dale Barnes presiding. The following Council Members were present: Rich Crump, Kay Smith, Rod Smith, Cody Shaffer, Betty Weimer, and John Machart present. Absent: none. Also present were Jacob Sheridan, City Administrator; Beth Brincks, City Clerk; Jeremiah Hoyt, Police Chief.

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 Weimer, second by Machart to approve the minutes of the August 12, 2019 Regular Council meeting. All Ayes. Motion carried.

Motion by Crump to approve the third and final reading of an Ordinance 937 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 K. Smith. Roll vote: Ayes: Crump, K. Smith, Machart, Shaffer, Weimer, R. Smith. Nays: none. Motion carried.

Motion by Crump to approve the second 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 Wiemer. Roll vote. Ayes: Crump, K. Smith, Machart, Shaffer, Weimer, R. Smith. Nays: none. Motion carried.

Motion by Weimer to approve payment to Housby Heavy Equipment for Volvo MCT85C Skid Steer, second by R. Smith. Street Superintendent, Gregg Carpenter presented the bids and specs for the various machines and the process used for selection. Wiemer recalled that this specific machine was approved in the budget. Crump stated that large equipment purchases were to come before Council. After more discussion vote was taken. Ayes: Wiemer, R. Smith. Nays: Crump, K. Smith, Machart, Shaffer. Motion failed. A call will be made to Housby for options.

Motion by Crump to approve Resolution 2019-41 approving the official Iowa Department of Transportation Financial Report for City Streets and Parking for fiscal year ending June 30, 2019, second by Machart. Roll vote: Ayes: Crump, K. Smith, Machart, Shaffer, Weimer, R. Smith. Nays: none. Motion carried.

Motion by Shaffer to approve Pay Application #1 in the amount of \$124,265.46 to F.L. Krapfl Inc. for work on the WWTP Improvements – phosphorus removal project, second by Crump. Patrick Williams from Snyder and Associates reported that the project was on schedule and going very well. Ayes: all. Nays: none. Motion carried.

Motion by Weimer to approve the proposal by MI2 Operating Systems for the assessment of water and wastewater operations, second by R. Smith. Mike McKee from MI2 presented the proposal as to the scope, expectations, and cost of the assessment. Discussion of procedure and common findings followed. Ayes: K. Smith, Machart, R. Smith, Wiemer. Nays: Crump, Shaffer. Motion carried.

Motion by Weimer to approve Resolution 2019-42 approving the hiring and setting salary of Lawrence Community Center Front Desk Supervisor, second by Machart. Roll vote. Ayes: Crump, K. Smith, Machart, R. Smith, Weimer, Shaffer. Nays: none. Motion carried.

City Administrator Sheridan presented the proposals for special auditing services. Weimer abstained from the discussion due a conflict of interest. Number of years for the audit and pricing for those time frames were discussed. More research will be done before a decision is made.

City Administrator Sheridan presented the proposals for legal services. He gave an overview of the firms and their proposals. A request for references will be done and in person presentations to Council may be requested.

Motion by Shaffer to approve Resolution 2019-43 setting the date of September 23, 2019 for public hearing and additional action on proposal to enter into general obligation corporate purpose loan agreements, second by Weimer. Ayes: K. Smith, Crump, Machart, R. Smith, Weimer, Shaffer. Nays: none. Motion carried.

Councilmember R. Smith introduced a request to review the policies and practices regarding public participation at City Council meetings. He explained the reasoning for the request in hoping for a more efficient way to hear from citizens. Councilmembers discussed the policies of other boards and cities. He was clear that he was not trying to silence the citizens. Several citizens spoke out against the idea of limiting time and having to sign up to speak. Weimer stated that it is a City Council meeting and is meant to be run for City business. Items brought up that are not on the agenda can receive no action and limited or no actual discussion.

Motion by Wiemer to approve the purchase agreement for the property at 108 North Ford Street, second by Machart. Discussion about price and reasons for the decision to purchase were had. Price was to include certain work that was to be completed by the current owner. Ayes: all. Nays: none. Motion carried.

Motion by R. Smith to approve the street closure/noise permit for the 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, second by Crump. Ayes: all. Nays: none. Motion carried.

Motion by Weimer to approve the current bills, second by Machart. All ayes. Motion carried. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Sheridan informed the Council on the Jones County Economic Development's need for office space and that there is an office they could use in City Hall. Maybe able to use an in-kind match. He also gave an update on the Deputy Clerk search. Interviews will be conducted on Thursday and Friday this week. The new Police Department administrative assistant has started this week. The PD also has three new officers going to training this week. Two of whom are on the 8 week course and one on the 12 week program. There have been two applications received for the Downtown Revitalization Grant.

Mayor and Council Reports: K. Smith reported that the Library Board met on Monday the 19<sup>th</sup> and discussed the new signage. The new sign will be able to announce programs and events at

the Library. She also discussed the online history project that is being supported by the Library. There was a flier about Monarch City USA shown by R. Smith.

Public with business with the council on items not on the agenda: Tom Durgin addressed the Council with a question about the MI2. Mayor explained that it is a one-time fee and that a time audit was discussed for all departments.

Motion by Crump, second by Weimer to go into closed session per Iowa State Code section 21.5(i) – to evaluate the professional competency of an individual(s) whose 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 at 8:04 P.M. All Ayes. Motion carried.

Return to open session at 8:07 P.M.

Motion by Crump to approve having Lynch Dallas investigate claims against the City and City employee, second by Shaffer. Ayes: Crump, Machart, R. Smith, K. Smith, Shaffer. Nays: none. Abstain: Weimer. Motion carried.

Motion by Shaffer to adjourn, second by Weimer. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 8:24 P.M.

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Dale Barnes, Mayor

ATTEST:

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Beth Brincks, City Clerk

**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: \_\_\_\_\_

# 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>ex</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	\$ <u>51,593<sup>ex</sup></u>
2	Trade-in Allowance	\$ <u>10,000</u>
3	Balance Before Tax	\$ <u>41,593<sup>ex</sup></u>
4	State Tax	\$ <u>—</u>
5	Local Tax	\$ <u>—</u>
6	Total Items 3, 4 & 5	\$
7	Cash Down Payment	\$
8	Unpaid Balance	\$ <u>41,593<sup>ex</sup></u>
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.: 2003 BOBCAT Mfg. and Yr. \_\_\_\_\_

Model: 5185 2489 HRS Model: 403

S/N and Yr.: 925011710 S/N and Yr. 03/10

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. \_\_\_\_\_  
Purchaser's Name: Aaron Coleman Title: Sr. Superintendent

By: Aaron Coleman \_\_\_\_\_  
Purchaser's Name: \_\_\_\_\_ Title: Sales Manager

## TERMS AND CONDITIONS OF PURCHASER'S ORDER

**1. OFFER, GOVERNING PROVISIONS AND CANCELLATION.** This Agreement is an offer by Purchaser to HOUSBY HEAVY EQUIPMENT, LLC ("Seller"). Once accepted by Seller, it shall supersede any and all prior agreements relating to the goods. This writing is not an acceptance of any offer made to Purchaser; and Purchaser acknowledges that Seller objects to any additional or different terms which may be contained in any acknowledgement or other form, or in any other communication heretofore or hereafter received from Purchaser. **THESE TERMS AND CONDITIONS, WHEN ACCEPTED BY SELLER, SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND PURCHASER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN.** No order may be canceled or altered by the Purchaser except upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent.

**2. RISK OF LOSS.** Risk of loss or damage shall pass to Purchaser upon commencement of loading at Seller's place of business and shall remain with Purchaser until the goods are completely unloaded upon return. Notwithstanding the foregoing, title to the goods, and all accessions to the goods, shall remain with Seller until payment in full of the purchase price and of other amounts owing Seller have been paid. Seller may reclaim any goods delivered to Purchaser or in transit if Purchaser shall fail to make any payment when due. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, but not limited to, any act of God, or delay in transportation.

**3. PRICE AND PAYMENT.** The prices in this Agreement are Seller's prices for such goods with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, as found in Paragraph 5 below, including the disclaimer of negligence, strict liability and other tort liability. If Purchaser desires for Seller to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed in Paragraph 5, and/or to be liable for consequential or incidental damages, then the Purchaser must notify Seller before Purchaser accepts (or is deemed to accept) this offer pursuant to Paragraph 1, in which event Seller will amend this offer to reflect higher sales prices reasonably compensating Seller for assuming that additional exposure. In the absence of such a notification, by accepting this offer Purchaser is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. If Purchaser does not receive an invoice, or claims not to have received an invoice, Purchaser shall pay for the goods in full within 30 days of receipt of the goods. **Interest at the compound rate of 1.5% per month, shall be paid by Purchaser for all amounts not paid when due. All costs of collection including reasonable attorney fees, shall be paid by Purchaser.**

**4. WARRANTIES.** Seller provides no warranties, express or implied, and specifically excludes any warranty of merchantability or fitness for a particular purpose, and all goods sold hereunder are sold "AS IS." To the extent Seller may have provided any written warranties on the face of this Agreement, such warranty is limited to repair or replacement of the part or good, or its value, at Seller's option. Claims for shortages or other errors or defects must be made in writing to Seller within thirty (30) days after receipt of the goods or equipment, except any defects that cannot be discovered within said period of time, in spite of a most careful examination, shall be made in writing within thirty (30) days after discovery, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. If Purchaser does not, without delay, return the goods declared to be defective, or if it does not allow Seller to inspect said goods, or if Purchaser repairs any such goods without Seller's written consent, any and all claims shall be waived. If the Manufacturer (not Seller) provides a warranty, it shall be assigned or given to Purchaser.

**5. EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF LIABILITY; PURCHASER'S INDEMNITY.** Seller's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall in no event exceed the contract price. **SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.** Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slow-down costs, spoilage of material, or for any other types of economic loss.

Purchaser shall indemnify Seller against any and all losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Purchaser or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

**6. MAINTENANCE OF GOODS.** Purchaser shall maintain the goods in good condition and repair and not permit their value to be impaired, keep the goods free from all liens, encumbrances and security interest (other than Seller's security interest); defend them against all claim and legal proceedings by person other than Seller, pay and discharge when due all taxes, license fees, levies and other charges upon them; not sell, lease or otherwise dispose of them or permit them to become accession to other goods except as may be agreed to by Seller in writing. Until the goods are paid for completely, Seller shall have the right to inspect the goods, wherever located, and Purchaser shall assist Seller in making any such inspection.

**7. INSURANCE.** Purchaser shall keep the goods and Seller's interest in them insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Seller, which insurance shall list Seller as an additional insured. Purchaser assigns (and directs any insurer to pay) to Seller the proceeds of all such insurance and any premium refund and authorizes Seller to endorse in the name of Purchaser any instrument for such proceeds or refunds and, at the option of Seller, to apply such proceeds and refunds to any unpaid Time Balance, whether or not due, and/or to restoration of the goods, returning any excess to Purchaser. Seller is hereby authorized by Purchaser to make, adjust, settle claims under the insurance. Purchaser shall furnish evidence of such insurance to Seller within 30 days of the date of this Agreement.

**8. MAINTENANCE OF SECURITY INTEREST.** To secure payment of the purchase price, Purchaser hereby grants Seller a security interest in the goods, Purchaser's inventory, accounts receivable, furniture and equipment and Purchaser shall pay all expenses and shall take any action deemed advisable by Seller to preserve the goods or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Seller's interest in the goods or rights under this Agreement.

**9. DEFAULT.** Although not a complete list, the following shall be acts of default:

- a. Nonperformance by Purchaser of any of the requirements of this Agreement;
- b. Misrepresentation by Purchaser, and
- c. Any event causing Seller, in good faith, to deem itself insecure.

In the event of any default by Purchaser, all of the obligations of Purchaser, at the option of Seller, shall become immediately due and payable.

**10. REMEDIES.** In addition to any other remedies allowed by law, upon default, Seller shall be entitled to the following:

- a. Upon notice from Seller, Purchaser shall assemble the goods and deliver them to Seller at a place designated by Seller;
- b. Purchaser shall reimburse Seller for any expense incurred by Seller in protecting or enforcing its rights herein, including reasonable attorney fees.
- c. If Purchaser fails to perform any obligation under this Agreement, Seller may, but is not obligated to, perform in Purchaser's name, including without limitation signing Purchaser's name. In the event Seller expends any funds performing the obligations of Purchaser, Purchaser shall reimburse Seller, with the payment(s) being due immediately. Purchaser agrees that 10 calendar days written notice, sent to the last known address of Purchaser, shall for all purposes be reasonable notice, including for the proposed disposition of the goods. Seller may permit Purchaser to remedy any default without waiving any other default by Purchaser.

**11. JURISDICTION.** Purchaser agrees that all claims or disputes relating to this Agreement shall be brought in Des Moines, Iowa and that the State of Iowa Courts are Courts of competent jurisdiction.

**12. PURCHASER'S PROPERTY.** Any property of the Purchaser placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of the Seller.

**13. SEVERABILITY.** If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

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

Resolution to Approve Urban Renewal Plan Amendment for the Anamosa Corridor  
Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Anamosa, Iowa (the “City”), by prior resolution established the Anamosa Corridor Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the “Projects”) in the Urban Renewal Area consisting of providing tax increment financing support Eagle View Land Development, Inc. in connection with the construction of new commercial buildings situated on Lots 1-3 of the Chamber Drive Business Park; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on September 9, 2019; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Jones County and the Anamosa Community School District; the consultation meeting was held on the \_\_\_\_ day of \_\_\_\_\_, 2019; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 9, 2019.

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Mayor

Attest:

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City Clerk

**(Attach copy of the urban renewal plan amendment to this resolution.)**

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Upon motion and vote, the meeting adjourned.

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Mayor

Attest:

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City Clerk

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

Resolution Setting a Date of Meeting at which it is Proposed to Approve Certain Development Agreements with Eagle View Land Development, Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Anamosa, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Anamosa Corridor Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into one or more Development Agreements (the "Development Agreements") with Eagle View Land Development, Inc. (the "Developer") in connection with the construction of new commercial buildings situated on Lots 1-3 of the Chamber Drive Business Park in the Urban Renewal Area; and

WHEREAS, the Development Agreements would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an aggregate amount not to exceed \$525,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreements, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS 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 \_\_\_\_\_ o'clock \_\_.m., at the \_\_\_\_\_, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreements and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENTS WITH  
EAGLE VIEW LAND DEVELOPMENT, INC. AND AUTHORIZATION OF ANNUAL  
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Anamosa, Iowa, will meet at the City Hall in Anamosa, on September 23, 2019, at \_\_\_\_\_ o'clock \_\_.m., at which time and place proceedings will be instituted and action taken to approve one or more Development Agreements between the City and Eagle View Land Development, Inc. (the "Developer") in connection with the construction of new commercial buildings situated on Lots 1-3 of the Chamber Drive Business Park in the Anamosa Corridor Urban Renewal Area, which Agreements will provide for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$525,000 as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Anamosa Corridor Urban Renewal Area. Some or all of the payments under the Development Agreements may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreements or may abandon the proposal.

This notice is given by order of the City Council of Anamosa, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Beth Brincks  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 9, 2019.

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Mayor

Attest:

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City Clerk

••••

On motion and vote the meeting adjourned.

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Mayor

Attest:

---

City Clerk

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

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR THE POSITION OF  
DEPUTY CITY CLERK FOR FISCAL YEAR ENDING JUNE 30, 2020***

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

**WHEREAS**, the Deputy City Clerk position is currently vacant; and

**WHEREAS**, the City Clerk and City Administrator have reviewed applications, conducted interviews, and are now recommending the candidate below for the position of Deputy City Clerk; 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 September 9<sup>th</sup>, 2019:

<b>Position</b>	<b>Employee Name</b>	<b>Hourly Wage</b>
Deputy City Clerk	Ginger Thomas	\$19.15

**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 9<sup>th</sup> day of September, 2019.

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

ATTEST:

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

**CITY OF ANAMOSA**  
**APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS**

Class Beer/Liquor  
Sunday: Yes    No     
New/Renewal/Amended  
Circle Appropriate Info.

NAME OF APPLICANT: Dollar General

TRADE NAME (DBA): \_\_\_\_\_

STREET ADDRESS: 314 W Main St.

PHONE (BUSINESS): 319-462-8406 HOME (OR CELL): 319-480-0838

*The undersigned have by the signatures of the officials noted below, certify that the above mentioned structure conforms to all laws within the jurisdictional limits of enforcement of said officials and may receive approval of this application.*

**ANAMOSA POLICE DEPARTMENT**

The above named applicant(s) is approved by this department to have a beer and/or liquor license at the above location.

[Signature]  
Police Chief

09/06/19  
Date

**ANAMOSA FIRE DEPARTMENT:** Fire Inspection Fee -- \$35.00, includes two inspections. Each inspection after that will be \$25 each. (Make check out to: City of Anamosa)

[Signature]  
Fire Chief (or designee)

9-3-19  
Date

**JONES COUNTY HEALTH DEPARTMENT: (If applicable)**

The above mentioned structure and business is in compliance with the Jones County Board of Health Regulations.

[Signature]  
Jones County Health Official

8-26-19  
Date

**PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED**

Received at City Hall \_\_\_\_\_ for the \_\_\_\_\_ Council Meeting

09/09/19 Council Vouchers

ACS FINANCIAL  
9/05/2019 13:59:31

Warrant Register

CITY OF ANAMOSA  
GL334R-V08.12 PAGE 1

Date Issued	Warrant	In Favor of	Check Amount	Description
9/09/2019	63932	ABING VIDEO	1,300.00	PHOTO/VIDEO FOR WEBSITE
9/09/2019	63933	ALLIANT ENERGY	403.43	ELECTRIC PD
TOTAL **			553.16	ELECTRIC PD
9/09/2019	63934	ANAMOSA STATE PENITENTIARY	9,436.03	ELECTRIC WELLS
9/09/2019	63935	ASCAP	6,154.61	ELECTRIC STREET LIGHTS
9/09/2019	63936	BARRON MOTOR SUPPLY	38.61	ELECTRIC SIREN
9/09/2019	63937	BOONE/TODD & LENA	1,584.37	ELECTRIC LIBRARY
TOTAL **			2,551.66	ELECTRIC PARKS
9/09/2019	63938	BROWN/SHANE	2,287.36	ELECTRIC POOL
9/09/2019	63939	CEDAR VALLEY PATHOLOGISTS, PC	153.08	ELECTRIC STREET DEPT
9/09/2019	63940	CHEM RIGHT LABORATORIES INC	388.77	ELECTRIC CITY HALL
9/09/2019	63941	CHIEF SUPPLY	2,435.72	ELECTRIC LLC
9/09/2019	63942	ELAN-CARDMEMBER SERVICE	17,781.68	ELECTRIC WWTP
TOTAL **			41,768.48	LABOR 28E
9/09/2019	63933	ANAMOSA STATE PENITENTIARY	220.00	LICENSE FEE
9/09/2019	63934	ASCAP	363.39	STIDE LIGHTS
9/09/2019	63935	BARRON MOTOR SUPPLY	14.56	OVERPAYMENT REFUND
9/09/2019	63936	BARRON MOTOR SUPPLY	24.58	OVERPAYMENT REFUND
9/09/2019	63937	BOONE/TODD & LENA	24.58	OVERPAYMENT REFUND
TOTAL **			49.16	BROWN/S CLOTHING ALLOW
9/09/2019	63938	BROWN/SHANE	133.74	BLOOD PROFILE
9/09/2019	63939	CEDAR VALLEY PATHOLOGISTS, PC	30.00	BACTERIA TESTING
9/09/2019	63940	CHEM RIGHT LABORATORIES INC	204.00	BADGES/SEAL
9/09/2019	63941	CHIEF SUPPLY	374.79	WHEN I WORK - ANNUAL PMT
9/09/2019	63942	ELAN-CARDMEMBER SERVICE	398.56	LIFE SUPPORT CERT
TOTAL **			100.00	ACADEMY MEALS
9/09/2019	63933	ANAMOSA STATE PENITENTIARY	41.31	ADMIN AD
9/09/2019	63934	ASCAP	149.00	POSTAGE CERTIFIED
9/09/2019	63935	BARRON MOTOR SUPPLY	32.16	CUSTOM PENCILS/BOOK
9/09/2019	63936	BARRON MOTOR SUPPLY	158.77	INTEREST CHARGE
9/09/2019	63937	BOONE/TODD & LENA	5.59	PRINTER TONER
TOTAL **			336.76	DEP CLERK AD
9/09/2019	63938	BROWN/SHANE	348.24	EMAIL ACCOUNTS
9/09/2019	63939	CEDAR VALLEY PATHOLOGISTS, PC	240.75	ICMA CONF FLIGHT
9/09/2019	63940	CHEM RIGHT LABORATORIES INC	346.00	COLLECTIONS CLASS/ROOMS
9/09/2019	63941	CHIEF SUPPLY	522.00	IAB CLASS/ROOMS
9/09/2019	63942	ELAN-CARDMEMBER SERVICE	142.78	IAMEA CONFERENCE
TOTAL **			200.00	LODGING FOR IAMEA
9/09/2019	63933	ANAMOSA STATE PENITENTIARY	74.99	GRAMMARI
9/09/2019	63934	ASCAP	139.95	INSTALL CULVERT WWTP
9/09/2019	63935	BARRON MOTOR SUPPLY	3,236.86	WATER
9/09/2019	63936	BARRON MOTOR SUPPLY	769.50	PAST DUE INV
9/09/2019	63937	BOONE/TODD & LENA	11.96	KEY EXTENDERS
9/09/2019	63938	BROWN/SHANE	32.10	WTP EXP DELAYS
9/09/2019	63939	CEDAR VALLEY PATHOLOGISTS, PC	70.56	IOWA SYSTEM FEES
9/09/2019	63940	CHEM RIGHT LABORATORIES INC	1,520.37	MWPT-2 EVAL
9/09/2019	63941	CHIEF SUPPLY	900.00	UNIFORMS
9/09/2019	63942	ELAN-CARDMEMBER SERVICE	600.00	
TOTAL **			675.00	

Date Issued	Warrant In Favor of	Check Amount	Description
TOTAL **		33.75	
9/09/2019	JETCO INC	708.75	STREET SIGN
9/09/2019	JONES COUNTY ENGINEER	2,150.90	SENSORS AND CALIBRATIONS
9/09/2019	KIECK'S	2,183.95	PAINTING MARKINGS
9/09/2019	KLUESNER CONSTRUCTION	48,195.35	VEST CARRIER
		48,774.42	STREET AND ALLEY REPAIRS
		3,203.00	STREET REPAIR
TOTAL **		51,977.42	
9/09/2019	KONICA MINOLTA BUSINESS SOLUTII	27.56	MONTHLY AGREEMENT
9/09/2019	KONICA PREMIER FINANCE	79.85	COPIER PAYMENT
9/09/2019	MACHINE SHED	1,849.00	MEALS ILEA
9/09/2019	MEDIACOM	206.97	INTERNET SVRS
		274.88	INTERNET SRVS
TOTAL **		481.85	
9/09/2019	MIDWEST RADAR	200.00	RADAR CALIBRATION
9/09/2019	MISSISSIPPI VALLEY PUMP, INC.	630.00	SYSTEM MAINT
9/09/2019	MT2 OPERATING SYSTEMS	1,250.00	OPERATIONAL ASSESSMENT
9/09/2019	PETTY CASH	97.94	PETTY CASH - CERT MAIL
9/09/2019	RADIO COMMUNICATIONS	2,003.10	MOBILE RADIO
9/09/2019	RECREATIONAL MOTOR SPORTS	8.90	SPARK PLUGS
9/09/2019	RECE ELECTRIC, INC	705.43	REPLACE FAN
9/09/2019	SKIMONS PERRINE MOYER BERGMAN	3,225.00	CONSTRUCTION DISPUTE
9/09/2019	SKYLINE CONSTRUCTION OF DBQ	1,776.00	SALT TREATMENT
9/09/2019	SNYDER & ASSOCIATES INC.	2,579.30	PHOSPHORUS REMOVAL
		2,140.50	MEADOW RIDGE 9TH & 10TH
		116.25	FLOW EQ MEMO
		4,836.05	
TOTAL **		668.97	RANGER
9/09/2019	THE RESTORATION HAVEN	352.64	CELL PHONE SERVICE- PD
9/09/2019	U.S. CELLULAR	89.10	CELL PH SRVS-ADMIN
		71.18	CELL PH & TABLET-STREET
		127.32	CELL PH-PD
		40.14	CELL PH-REC
		106.41	CELL PH & TABLET-WTP
		91.47	CELL PH & TABLET WWTP
		89.81	CONCUIT TABLETS
		968.07	MILLOPORE GLASS FIBER
9/09/2019	USA BLUE BOOK	557.90	PHONE CARD
9/09/2019	WAL-MART STORES, INC	35.51	SUPPLIES
9/09/2019	WALMART COMMUNITY BRC	26.52	WASTE SERVICE - AUGUST
9/09/2019	63974	437.00	MEMBERSHIP
9/09/2019	WAPSI WASTE SERVICE, INC.	142.00	BRAKES AND ROTORS
9/09/2019	WATER ENVIRONMENT FEDERATION	326.00	ROAD ROCK
9/09/2019	WAYNE HALL CHRYSLER	663.39	AD FOR PARK DIRECTOR
9/09/2019	WEBER STONE COMPANY	82.00	
9/09/2019	WOODWARD COMMUNITY MEDIA	129,893.88	
CITI			

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Warrant Register

CITY OF ANAMOSA  
GL0605-V08.12 RECAPPAGE  
GL334R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	24,096.48
06	ROAD USE TAX FUND	60,006.76
51	WATER FUND	15,223.91
52	WASTEWATER FUND	30,566.73
TOTAL ALL FUNDS		129,893.88

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CITI	CITIZENS SAVINGS BANK	129,893.88
TOTAL ALL BANKS		129,893.88

*Manned Checks*

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Warrants for Publication

CITY OF ANAMOSA  
GL333R-V08.12 PAGE 1

Date Issued	In Favor of	Amount	Description
8/06/2019	US POSTMASTER PAYROLL TRANSFER	105.13	POSTAGE REMINDER NOTICE
8/08/2019		112,620.28	08/08/2019 PAYROLL
		2.00	CORRECTION OF 63650
8/15/2019	US POSTMASTER TREASURER STATE OF IOWA	112,622.28	
	Warrant Total **	524.35	
		20.28	AUG UB BILLS
		3.38	REC SALES TAX
		160.58	REC LOST TAX
		26.76	POOL SALES TAX
		2,890.44	POOL LOST TAX
		443.89	JULY WET TAX
		73.98	SEWER SALES TAX
		3,619.31	SEWER LOST TAX
8/21/2019	PAYROLL TRANSFER	87,440.31	08/23 PAYROLL
8/31/2019	SCHNEITZER WEERS INSURANCE	188.00	GENERAL LIAB INS
		777.00	2019 FREIGHTLINER INS
		3,822.00	INS AUDIT
	Warrant Total **	4,087.00	
8/31/2019	F.L. KRAPFL INC.	124,265.46	PAY REQUEST 1 WWTP
CITI		332,663.84	

Library

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Warrant Register

CITY OF ANAMOSA  
GI334R-V08.12 PAGE 1

Date Issued	Warrant In Favor Of	Check Amount	Description
CITY		.00	
CITY			
8/19/2019	AMAZON	154.90	DVDS
TOTAL **		163.28	SUMMER READING PRIZES
8/19/2019	BAKER & TAYLOR	318.18	
8/19/2019	BANOWETZ LUMBER COMPANY INC	754.15	BOOKS
8/19/2019	BLADE PEST CONTROL	48.10	REBAR & WOOD ISLAND PRJ
8/19/2019	DEMCO	62.00	MONTHLY OEST CONTROL
8/19/2019	EBSKO SUBSCRIPTION SERVICES	118.49	DVD/CD CASES/LABELS
8/19/2019	KOCH BROTHERS	1,078.56	NOVELIST PLUS SUBSCRIPT
8/19/2019	KROMMINGA MOTORS	645.66	1ST & 2ND OTR BASE/OVER
8/19/2019	LEAR	171.00	EXCAVATOR RENTAL/ISLAND
8/19/2019	MIDWEST TAPE	96.00	COPIER LEASE
8/19/2019	OFFICE EXPRESS	91.91	DIGITAL MATERIALS
8/19/2019	OVERDRIVE	32.90	COPIER PAPER
8/19/2019	DETTY CASH	1,068.95	BRIDGES SUBSCRIPTION
TOTAL **		16.86	TILL POSTAGE
8/19/2019	STATE LIBRARY OF IOWA	52.91	OIL FOR CRAFT
8/19/2019	VISA	417.98	SUBSCRIPTION FEES
8/19/2019	WALMART COMMUNITY BRC	418.60	SUBSCRIPTIONS
TOTAL **		38.12	TRASH BAGS/WASP SPRAY
CITY		133.48	SUMMER READING PRIZES
TOTAL **		171.60	
CITY		5,546.99	

VB Refunds For Deposits

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Warrant Register

CITY OF ANAMOSA  
GL334R-V08.12 PAGE 1

Date Issued	Warrant	In Favor of	Check Amount	Description
8/27/2019	63910	CAMP/NICOLE	59.81	DEP REFUND
8/27/2019	63911	COVINGTON/TERRY	86.01	DEP REFUND
8/27/2019	63912	DAY/RANDY	40.18	DEP REFUND
8/27/2019	63913	EHRHARDT/MADELINE	30.15	DEP REFUND
8/27/2019	63914	ENGELBART/KENNETH	28.15	DEP REFUND
8/27/2019	63915	GREGORY/TIM	76.29	DEP REFUND
8/27/2019	63916	JACKSON/MARVEL	65.35	DEP REFUND
8/27/2019	63917	LEES/WILLIAM	69.19	DEP REFUND
8/27/2019	63918	LEXINGTON HOMES	48.79	DEP REFUND
8/27/2019	63919	LINNE/ALBERT	103.69	DEP REFUND
8/27/2019	63920	MARKLEY/LINDSEY	120.37	DEP REFUND
8/27/2019	63921	MORGAN/DEBBIE	9.15	DEP REFUND
8/27/2019	63922	ROY/BEN	34.85	DEP REFUND
8/27/2019	63923	SANDERS/LUCILLE	75.16	DEP REFUND
8/27/2019	63924	SCHRADER/ROXY	76.71	DEP REFUND
8/27/2019	63925	SHAFFER/CODY	100.65	DEP REFUND
8/27/2019	63926	SMITH/REED	68.86	DEP REFUND
8/27/2019	63927	SURI/RAJINDAR	30.03	DEP REFUND
8/27/2019	63928	WALTERS/AMY	53.00	DEP REFUND
CITY			1,176.39	