



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, December 14, 2020 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER (VIA ZOOM)
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

<https://us02web.zoom.us/j/85373715418>

Meeting ID: 853 7371 5418

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 853 7371 5418

Passcode: 9464901

If you wish to address the City Council, please use the “raise your hand” feature or comment indicating such. Once the Mayor has opened the issue for public comment, you will be called on and your microphone will be turned on. 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) APPROVAL OF AGENDA

4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

4.1) November 23, 2020 – Regular Council Meeting

5.0) PUBLIC HEARINGS:

5.1) PUBLIC HEARING ON PROPOSAL TO ENTER INTO LOAN AGREEMENT #1 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$250,000

1. MAYOR OPENS THE HEARING
2. PROCEEDINGS
3. MOTION TO CLOSE THE PUBLIC HEARING

5.2) PUBLIC HEARING ON PROPOSAL TO ENTER INTO LOAN AGREEMENT #2 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$700,000

1. MAYOR OPENS THE HEARING
2. PROCEEDINGS
3. MOTION TO CLOSE THE PUBLIC HEARING

5.3) PUBLIC HEARING ON PROPOSAL TO ENTER INTO LOAN AGREEMENT #3 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$700,000

1. MAYOR OPENS THE HEARING
2. PROCEEDINGS
3. MOTION TO CLOSE THE PUBLIC HEARING

5.4) PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN ESSENTIAL PURPOSE LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$100,000

1. MAYOR OPENS THE HEARING
2. PROCEEDINGS
3. MOTION TO CLOSE THE PUBLIC HEARING

- 5.5) **RESOLUTION** TAKING ADDITIONAL ACTION ON PROPOSALS TO ENTER INTO LOAN AGREEMENTS AND COMBINING LOAN AGREEMENTS. ROLL VOTE.
- 5.6) **PUBLIC HEARING** ON PROPOSED DEVELOPMENT AGREEMENT WITH BLU TRACK, INC.
 - 1. MAYOR OPENS THE HEARING
 - 2. PROCEEDINGS
 - 3. MOTION TO CLOSE THE PUBLIC HEARING
- 5.7) **RESOLUTION** APPROVING DEVELOPMENT AGREEMENT WITH BLU TRACK, INC., AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT. ROLL VOTE.
- 5.8) **PUBLIC HEARING** ON PROPOSED DEVELOPMENT AGREEMENT WITH SCALE TEC, LTD.
 - 1. MAYOR OPENS THE HEARING
 - 2. PROCEEDINGS
 - 3. MOTION TO CLOSE THE PUBLIC HEARING
- 5.9) **RESOLUTION** APPROVING DEVELOPMENT AGREEMENT WITH SCALE TEC, LTD., AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT. ROLL VOTE.
- 6.0) **PROCLAMATIONS: NONE**
- 7.0) **OLD BUSINESS:**
 - 7.1) **ENGINEER'S PROGRESS UPDATES** FOR THE FLOW EQ BASIN, SYCAMORE STREET, AND US 151 GRADE SEPARATION. (Lindsay Beaman, Tim Wallace, Snyder and Associates)
 - 7.2) **DISCUSSION AND POSSIBLE ACTION** ON STBG FUNDING APPLICATION FOR THE 151 GRADE SEPARATION PROJECT. (Lindsay Beaman, Tim Wallace, Snyder and Associates)
 - 7.3) **UPDATE AND POSSIBLE ACTION** ON HOTEL/MOTEL TAX FUNDS AND FUNDING REQUESTS.
- 8.0) **NEW BUSINESS**
 - 8.1) **REVIEW AND APPROVAL** OF THE CITY OF ANAMOSA PROCUREMENT POLICY REQUIRED FOR FEDERAL GRANT FUNDS.
 - 8.2) **RESOLUTION** HIRING AND SETTING SALARY FOR STREET SUPERINTENDENT. **ROLL VOTE**
 - 8.3) **REVIEW** AND APPROVAL OF THE NOVEMBER 2020 TREASURER'S REPORT
 - 8.4) **REVIEW** AND APPROVAL OF CURRENT BILLS
- 9.0) **CITY ADMINISTRATOR'S REPORT:**

10.0) MAYOR AND COUNCIL REPORTS:

10.1) MAYOR'S REPORT

10.2) COUNCIL REPORTS

11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

12.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS

November 23, 2020

The City Council of the City of Anamosa met in Regular Session November 9, 2020 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: John Machart, Rich Crump (via Zoom), Jeff Stout (via Zoom), Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Clerk; Rebecca Vernon, Library Director. Jeremiah Hoyt, Police Chief. Due to the restrictions on public gatherings, the public utilized Zoom to participate in the meeting from their homes. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present. All votes will be called as roll votes.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting.

Motion by Smith, Second by Machart to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Zumbach to approve the minutes of the November 9, 2020 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

The Mayor opened the Public Hearing for the proposed Corridor Urban Renewal Amendment at 6:08pm.

No written or verbal comments were made at the meeting or received prior to the meeting. There being no further objections, comments, or evidence offered, Council Member Crump moved to close the hearing, second by Capron. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve Resolution 2020-66 adopting the Urban Renewal Plan Amendment for the Anamosa Corridor Urban Renewal Area. Roll vote. Ayes: Crump, Smith, Machart, Zumbach, Stout, and Capron. Nays: none. Motion carried.

The Mayor opened the Public Hearing for the proposed purchase of real property from Interstate Power and Light Company at 6:12pm.

No written or verbal comments were made at the meeting or received prior to the meeting. There being no further objections, comments, or evidence offered, Council Member Zumbach moved to close the hearing, second by Machart. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Capron to approve Resolution 2020-67 confirming the purchase of real property from Interstate Power and Light Company. Roll vote. Ayes: Crump, Smith, Machart, Zumbach, Stout, and Capron. Nays: none. Motion carried.

Motion by Smith, second by Zumbach to approve the appointment of Jeff Stout to the Downtown Taskforce. Roll vote. Ayes: Capron, Smith, Machart, Zumbach, and Crump. Nays: none. Abstain: Stout. Motion carried.

Motion by Crump, second by Stout to table the Sycamore Street Project until further review of the project. Tim Wallace of Snyder and Associates gave an overview of the project estimates. Options for narrowing only one side and ADA compliance we also discussed. Ayes: all. Nays: none. Motion carried.

Tim Wallace and Lindsay Beaman of Snyder and Associates gave an overview of the Highway 151 Grade Separation Project. They explained that the current \$100,000 allotted for engineering has been used. The items that this amount has covered were said to be surveying, grant writing and geometry. Council had expected to be receiving preliminary design and project cost estimates. Neither of those items were presented. Council requested a detailed accounting of all funds spent to date to be presented at the next meeting.

Motion by Crump, second by Smith to approve the request for installation of 2 signs for the VFW. Signs will be provided by the VFW and installed on existing poles. Becky Dirks-Haugsted will deliver the signs to the Street Department. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to terminate the Norlin Quarry lease with a 60 day notice. Shane Brown, Interim Street Superintendent, stated that since burning of brush will be discontinued the lease is not needed and brush grinding services will be used at a site the City currently owns. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Zumbach to approve the use of 2 parking spaces for “pick-up” parking. One space on the North and one on the South from 7am to 9pm daily for 15 minutes per stop. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Machart to table action on a temporary ice rink until more information is available. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Machart to approve a street closure request for the Parade of Lights. Event will be held on Saturday, November 27, 2020. Ayes: all. Nays: none. Motion carried.

Shane Brown, Interim Street Superintendent, presented the issue with the current handicap parking spot located near Tyler and Downing. This spot is not located next to a ramp and he is proposing adding a ramp to this area. Another option would be to move the parking space to the end of the block. Motion by Crump, second by Capron to table this item to the next meeting for additional information. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve Resolution 2020-68 setting the date for a public hearing of December 14, 2020 at 6:00pm on a proposal to enter into General Obligation Corporate Purpose Loan Agreements. Roll vote. Ayes: Machart, Zumbach, Crump, Smith, Stout, and Capron. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve Resolution 2020-69 setting the date for December 14, 2020 at 6:00pm at the Anamosa Library for a meeting at which it is proposed to approve a Development Agreement with Blu Track, Inc., including Annual Appropriation Tax

Increment Payments. Roll vote. Ayes: Machart, Crump, Smith, Zumbach, Capron, and Stout. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve Resolution 2020-70 setting the date for December 14, 2020 at 6:00pm at the Anamosa Library for of Meeting at which it is proposed to approve a Development Agreement with Scale Tec, Ltd., Including Annual Appropriation Tax Increment Payments. Roll vote. Ayes: Machart, Zumbach, Crump, Capron, Stout, and Smith. Nays: none. Motion carried.

Motion by Smith, second by Zumbach to approve Resolution 2020-71 approving and directing the Mayor to sign the employment contract hiring Beth Brincks as City Administrator. Roll vote. Ayes: Capron, Smith, Machart, Zumbach, Stout, and Crump. Nays: none. Motion carried.

Motion by Smith, second by Machart to approve Resolution 2020-72 hiring and setting of salary for a part-time patrol officer. Roll vote. Ayes: Smith, Machart, Crump, Capron, Stout, and Zumbach. Nays: none. Motion carried.

Motion by Smith, second by Crump to post the Street Superintendent position opening at City Hall on the door only. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve the FY22 Fire Department Budget as presented. Ayes: all. Nays: none. Motion carried.

Motion by Crump, to approve the current bills, second by Capron. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reported COVID relief funds in the amount of 131,000 have been approved for release. Working on budget worksheets. Still no update on our Hotel Motel Deposit. We have however seen and uptick on the Local Option Tax funds since the taxing of online sales. A more detailed account of revenue will be looked at this year.

Mayor and Council Reports: The Mayor had no report. Smith had missed the Library Board meeting but was aware that COVID, budget and pick-up status were discussed. Stout reported that the Park and Rec Board has not met. Crump reported that Hotel/Motel funds were off by \$23,000 from FY19 and FY20. Causes were COVID and cancelled events.

There were no Public comments for items not on the agenda.

Motion by Machart, second by Zumbach to adjourn. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 8:12 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

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 \$250,000

(GENERAL OBLIGATION)

The City Council of the City of Anamosa, Iowa (the “City”), will meet on December 14, 2020, at the Anamosa Library and Learning Center, Anamosa, Iowa, at 6 o’clock p.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 \$250,000 for the purpose of paying the costs, to that extent, of funding economic development grants for downtown property improvements.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

Join Zoom Link

<https://us02web.zoom.us/j/85373715418>

Meeting ID: 853 7371 5418

Passcode: Anamosa

Join by Telephone

+1 312 626 6799 US (Chicago)

Meeting ID: 853 7371 5418

Passcode: 9464901

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

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

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Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

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

Beth Brincks
City Clerk

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER
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Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting can alternatively be accessed via Zoom, which will be accessible at the following:

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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

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 \$100,000

(GENERAL OBLIGATION)

The City Council of the City of Anamosa, Iowa (the “City”), will meet on December 14, 2020, at the Anamosa Library and Learning Center, Anamosa, Iowa, at 6 o’clock p.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 \$100,000 for the purpose of paying the costs, to that extent, of planning, designing and constructing street and highway improvements

The City Council will provide electronic access to the meeting provided via Zoom, due to federal and state government recommendations in response to COVID-19 pandemic conditions, at the following:

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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.

At that 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

RESOLUTION NO. 2020-

Resolution taking additional action on proposals to enter into Loan Agreements and combining 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 \$250,000 for the purpose of paying the costs, to that extent, of funding economic development grants for downtown property improvements (the “Property Improvements Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also 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 municipal police facilities (the “Police Station Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Loan Agreement #3”), 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 municipal fire protection facilities (the “Fire Station Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), 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 \$100,000 for the purpose of paying the costs, to that extent, of planning, designing and constructing street and highway improvements (the “Essential Purpose Project,” and together with the Property Improvements Project, the Police Station Project, and the Fire Station Project, the “Projects”), and has published notice of the proposed action and has held a hearing thereon on December 14, 2020; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council intends to combine Loan Agreement #1, Loan Agreement #2, Loan Agreement #3 and the Essential Purpose Loan Agreement into a single loan agreement (the "Loan Agreement");

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

Section 1. Loan Agreement #1, Loan Agreement #2, Loan Agreement #3 and the Essential Purpose Loan Agreement are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and to issue General Obligation Corporate Purpose Bonds at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved December 14, 2020.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Anamosa, Iowa (the “City”) and Blu Track, Inc. (the “Company”) as of the ____ day of _____, 2020 (the “Commencement Date”).

WHEREAS, the City has established the Highway 151 Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has undertaken the construction of new manufacturing and shipping facilities on the Property (the “Project”) for use in the Company’s business operations; and

WHEREAS, the Company has requested that the City provide financial assistance to the Company in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project on the Property; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2021 (the “Base Valuation”); and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development and blight alleviation projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than \$500,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved on _____, 20____ and is set forth on Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2021.

2. Property Taxes. The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

3. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2022, demonstrating that the completed Project is being used as part of the Company's business operations.

4. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2022, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C.

The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Legal and Administrative Costs. The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$6,500. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

6. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- III. Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- IV. Failure by the Company to comply with Sections A.2, A.3, A.4 or A.5 of this Agreement.
- V. Failure by the Company to observe or perform any material covenant on its part, to be observed hereunder.

B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make twelve (12) annual economic development tax increment payments (the "Payments" and individually each a "Payment") to the Company during the Term, as hereinafter defined, of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$200,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jones County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the amount of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is anticipated that new incremental property valuation relative to the Project will go on the property tax rolls as of January 1, 2022. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2024, and continuing through and including June 1, 2035, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in the 2022 calendar year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2035.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2024, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2022), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Jones County Treasurer attributable to the taxable valuation of the Property with the Project thereon.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party shall have the right to cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2035 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF ANAMOSA, IOWA

By: _____
Mayor

Attest:

City Clerk

BLU TRACK, INC.

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Anamosa, Jones County, State of Iowa bearing Jones County Property Tax Parcel Identification Number 0535476002.

EXHIBIT B
SITE PLAN

EXHIBIT C
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")

RESOLUTION NO. 2020-

Resolution Approving Development Agreement with Blu Track, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 Highway 151 Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the 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 (the “Urban Renewal Tax Revenue Fund”), 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 of 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, a certain development agreement (the “Agreement”) between the City and Blu Track, Inc. (the “Company”) has been prepared in connection with the construction by the Company of a new manufacturing and shipping building for use in its business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$200,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 14, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Anamosa and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Blu Track, Inc. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Anamosa, Jones County, State of Iowa bearing Jones County Property Tax Parcel Identification Number 0535476002.

Section 5. The City hereby pledges to the payment of the Agreement the Blu Track, Inc. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Blu Track, Inc. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Jones County to evidence the continuing pledging of the Blu Track, Inc. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Councilmember _____ introduced the foregoing Resolution No. 2020-__ and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich				
Smith, Kay				
Machart, John				
Zumbach, Alan				
Stout, Jeff				
Capron, Galen				

Passed and approved December 14, 2020.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Anamosa, Iowa (the “City”) and Scale Tec, Ltd. (the “Company”) as of the ____ day of _____, 2020 (the “Commencement Date”).

WHEREAS, the City has established the Highway 151 Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has undertaken the construction of a new office and manufacturing facility on the Property (the “Project”) for use in the Company’s business operations; and

WHEREAS, the Company has requested that the City provide financial assistance to the Company in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project on the Property; and

WHEREAS, the base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property shown on the Jones County tax rolls as of January 1 of the year prior to the year in which the Triggering Certification (as herein defined) is filed with the City; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development and blight alleviation projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than \$_____ into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City which was approved on _____, 20__ and is set forth on Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 20__.

2. **Property Taxes.** The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

3. **Company's Certifications.** By no later than each October 15 during the Term, as hereinafter defined, commencing October 15 of the year in which the Triggering Certification, as hereinafter defined, is filed with the City, the Company agrees to submit documentation to the satisfaction of the City demonstrating that the completed Project is being used as part of the Company's business operations.

4. **Triggering Certification; Property Tax Payment Certification.** The Company agrees to certify (the "Triggering Certification") to the City of its intent for the Payments, as hereinafter defined, to commence. The Triggering Certification shall be made by no later than October 15, 20____.

For purposes of this Agreement "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Tenth Payment Years	100%
Eleventh Payment Year	75%
Twelfth Payment Year	50%
Thirteenth Payment Year	25%

Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing on October 15 of the year in which the Triggering Certification is filed with the City, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company's estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C.

The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Legal and Administrative Costs. The Company hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$7,500. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

6. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- III. Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- IV. Failure by the Company to comply with Sections A.2, A.3, A.4 or A.5 of this Agreement.
- V. Failure by the Company to observe or perform any material covenant on its part, to be observed hereunder.

B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments provided for under Section B.1 below.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make thirteen (13) annual economic development tax increment payments (the “Payments” and individually each a “Payment”) to the Company during the Term, as hereinafter defined, of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$2,100,000 (the

“Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Jones County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the amount of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date factored by the Annual Percentage.

For example, assuming the Triggering Certification is made October 15, 20__ and all appropriation determinations are approved affirmatively by the City Council under Section B.3 below, then Payments will be made on each June 1, beginning June 1, 20__, and continuing through and including the sooner of June 1, 20__ or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in the calendar year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 20__.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 20__, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 20__), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Jones County Treasurer attributable to the taxable valuation of the Property with the Project thereon factored by the Annual Percentage.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party shall have the right to cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 20__ or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF ANAMOSA, IOWA

By: _____
Mayor

Attest:

City Clerk

SCALE TEC, LTD.

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Anamosa, Jones County, State of Iowa bearing Jones County Property Tax Parcel Identification Numbers 0536352002, 0536352003, 0536352004, 0536352008, and 0536352009.

EXHIBIT B
SITE PLAN

EXHIBIT C
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage* (____%) = Company's Estimate (\$_____).

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Tenth Payment Years	100%
Eleventh Payment Year	75%
Twelfth Payment Year	50%
Thirteenth Payment Year	25%

RESOLUTION NO. 2020-

Resolution Approving Development Agreement with Scale Tec, Ltd., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 Highway 151 Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the 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 (the “Urban Renewal Tax Revenue Fund”), 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 of 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, a certain development agreement (the “Agreement”) between the City and Scale Tec, Ltd. (the “Company”) has been prepared in connection with the construction of a new office and manufacturing facility for use in its scale systems manufacturing business operations in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$2,100,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 14, 2020, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Anamosa and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Scale Tec, Ltd. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Anamosa, Jones County, State of Iowa bearing Jones County Property Tax Parcel Identification Numbers 0536352002, 0536352003, 0536352004, 0536352008, and 0536352009.

Section 5. The City hereby pledges to the payment of the Agreement the Scale Tec, Ltd. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Scale Tec, Ltd. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Jones County to evidence the continuing pledging of the Scale Tec, Ltd. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Councilmember _____ introduced the foregoing Resolution No. 2020-____ and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich				
Smith, Kay				
Machart, John				
Zumbach, Alan				
Stout, Jeff				
Capron, Galen				

Passed and approved December 14, 2020.

Mayor

Attest:

City Clerk

Memorandum

To: City of Anamosa

Date: December 14, 2020

From: Snyder & Associates

RE: City of Anamosa December Engineer's Report

CITY PROJECTS

WWTP Flow Equalization Basin

Snyder & Associates was hired by the City to do perform a facility plan for adding a flow equalization basin to the wastewater treatment plant. The goal of this basin is to equalize peak flows to the plant which tend to elevate the need for bypassing and backups of the sewer system near the wastewater treatment plant. Snyder & Associates worked with Dan Smith to determine the volume and potential location for the flow equalization tank. A facility plan was submitted to the DNR on June 22, 2020. This report included a recommendation that the City construct a 3 million gallon flow equalization tank and associated site work required to convey peak flows to the tank and back into the treatment stream once peak flows had subsided.

This facility plan was approved by the DNR on September 21, 2020. In July soil borings were taken at the proposed tank location near the City's existing sludge storage building (old trickling filter). The soil borings indicated that the subsurface conditions were not ideal for such a large tank due to old building foundations, unsuitable backfill, and deep bedrock (approx. 109' deep). After the soil borings were completed, the City was given the opportunity to purchase the land adjacent to the WWTP which was previously used for an electrical substation. Snyder & Associates is working to gather quotes for new soil borings on this property to determine if it is more suitable for the flow equalization tank.

Snyder & Associates continues to work with ECICOG to apply for CDBG funding for this project.

US 151 Grade Separation and Roundabout

Refer to the attached memo.

Sycamore Street

On October 14, Snyder & Associates met on-site with Shane Brown to review roadway improvement options regarding the reconstruction of Sycamore St. One option would be to narrow the roadway to a 29' width to match the existing roadway widths along Sycamore Street. The other option would be to maintain the 40' width as it is today. Both options include the reconstruction of Sycamore Street from N Davis Street to N Williams Street, ADA compliant sidewalks, driveway

reconstruction, and retaining wall construction. Although actual heights of the retaining walls won't be known until the project is surveyed and design has begun, the anticipated heights are noted on the exhibits sent to the City on October 20 which also included an Opinion of Probable Costs for each respective option.

Snyder & Associates reached out to Mary Rump, a representative with ECICOG, to review any potential funding sources for this project. Due to Sycamore Street being considered a Local Road, she was not aware of any funding that may be used for this project.

Project Status Summary

To: Anamosa City Council and Staff

Date: 12/14/2020

From: Tim Wallace

RE: US 151 GRADE SEPARATION AND ROUNDABOUT

Project Administration

The design team is continuing to work towards a Preliminary Plan submittal to the City in March 2021 establishing right-of-way acquisitions, both temporary and permanent. The preliminary plan submittal allows the City to review the project as a whole and provide any comments and/or additional direction on the project.

Grant and Funding Applications

Below is a list of funding applications that we intend to submit, or have already been submitted, for funding requests followed by a table summarizing the funding amounts requested. Note that a lot of information included for funding applications are reusable for the other funding applications.

- **Revitalize Iowa's Sound Economy (RISE)** – Snyder & Associates submitted the RISE application on September 1st requesting a total of \$633,522 for this project. We were notified by the Iowa DOT on November 5th that this project is not eligible as a RISE Local Development project. It was found that a RISE grant was awarded to the City in 2003 for the industrial site and RISE can only participate in a development site once.
- **Traffic Safety Improvement Program (TSIP)** – Snyder & Associates intends to apply for TSIP funding in August of 2021 for funding to be available for Phase 2 of the project. With the safety issues that the City faced at the Old Dubuque Rd and US 151 intersection, we believe this project will receive favorable consideration for funding. We will request funding of \$500,000, which is the maximum for TSIP.
- **Urban-State Traffic Engineering Program (U-STEP)** – Snyder & Associates intends to apply for U-STEP funding in August of 2021 for funding to be available for Phase 2 of the project. This funding would be applicable to help the City pay for the roadway west of the roundabout and the turn lane removal along US 151. The funding amount would be 55% for those improvements (45% City match) with a max of \$400,000.
- **Statewide Transportation Block Grant (STBG)** – Snyder & Associates will submit the STBG funding application by the December 15th due date. After speaking with Mary Rump, with ECICOG, she had mentioned that the City has \$1,326,000 in STBG funding available to

them and that it's just a matter of applying for the funds. The City will find out the status of the funding request in January of 2021.

- **Transportation Alternative Program (TAP)** – After consideration of what this project entails, in regards to trail construction, we recommend foregoing the TAP application. Based on past projects that receive TAP funds, mainly regional recreational trails, we do not anticipate this project receiving high enough scores to receive funding. If the City would like Snyder & Associates to proceed forward with this application, we recommend requesting \$100,000 in funding.
- **State Revolving Fund (SRF)** – SRF 1.75% 20 year construction loan funding is available to the City for all water and sewer infrastructure projects. This form of funding assistance can be repaid with water and sewer revenues, and therefore may help reduce the impact of financing this project out of the City's general obligation funds. The amount of SRF loan eligibility depends on the scope of the water and sewer infrastructure, which has not yet been design at this phase in the project.

Funding Type	Application Date	Requested Funding Amount
STBG	December 15, 2020	\$ 1,326,000
U-STEP	Target August 2021	\$ 270,050
TSIP	August 2021	\$ 500,000
TAP*	December 2021	\$ 100,000
TOTAL FUNDING REQUEST	---	\$ 2,196,050

**Recommend to apply only if project is federalized*

Survey

A topographic survey and other related survey work was completed on August 18th which included the gathering of elevation information throughout the project site and adjacent properties, right-of-way research, utility survey, and drone survey.

Structural and Roadway Design

The design team has completed the preliminary design of the bridge overpass. The pier location of the bridge has been placed to accommodate a future realignment of southbound US 151. If the DOT, City, County, etc. ultimately decide to proceed with the realignment, we do not anticipate any modifications to the bridge to be made. Standard DOT beam lengths of 155 feet and 130 feet were used in this design for a total bridge length of 285 feet.

The horizontal and vertical alignments have been established for Old Dubuque Rd/Parham Dr and the east/west roadway. Due to the existing land and design clearances of the bridge, the approach and departure grades of the roadway are higher than the preferred design standards

outlined in the SUDAS Design Manual. However, they do meet the acceptable standards. The geometry for the roundabout and a preliminary storm sewer system have been designed. Snyder & Associates is currently working to push a typical section through the alignments to establish grading limits throughout. Once grading limits are set, the design team will proceed further with the storm sewer design and layout working to establish right-of-way needs.

Hydraulic Design and Permitting

Snyder & Associates has completed the hydraulic analysis of the culvert crossings for the creek crossings at the west end of the project between 205th Ave and the Anamosa High School Baseball/Softball facilities. The analysis concluded that a 6ft x 6ft and an 8ft x 8ft structure are required to convey the storm water under the proposed east/west roadway.

Geotechnical Investigation

CAD files were sent to Braun Intertec on November 13th which we then authorized to proceed with the field exploration. They anticipate the soil borings to begin in the second or third week in December.

Sewer and Water Preliminary Engineering Report

No work performed to date.

Right-of-Way Services

No work performed to date.

Miscellaneous

Snyder & Associates met with the City Council on November 23rd to report on the budget for the project and to discuss project progress. Following this meeting, the Council had asked Snyder & Associates to review any other potential funding sources that may be used to reduce the financial impact of the project to the City.

Project Costs:

Below is a table outlining the Engineering fees as shown in the Professional Services Agreement (PSA) dated June 22, 2020. Note that our contract states that our fees are to be paid as a lump sum. The City will not be expected to paid more than what is shown in our Contract and outlined below with the exception of additional scope authorized by the City. Additional scope includes any work not described in the PSA.

TASK DESCRIPTION	FEE
Project Admin	\$ 36,000
Grant & Funding apps	\$ 20,000
Survey	\$ 33,000
Prelim Roadway Design	\$ 45,000
Final Roadway Design	\$ 70,000
ROW Services	\$ 10,300
Hydraulic Design & Permitting	\$ 13,300
Construction Services	\$ 260,300
Sewer/Water PER	\$ 20,000
Utility Design	\$ 14,000
Structural Design - Bridge	\$ 129,800
Structural Design - RCB Culvert	\$ 23,000
Geotechnical Investigation	\$ 25,300
Project Total:	\$ 700,000

Below is a table summarizing the anticipated project costs as shown in the attached Engineer's Opinion of Probable Cost. The cost of the US 151 includes only the bridge construction cost, it does not include the roadway pavement east of the proposed roundabout. The roadway improvements include the earthwork, culverts, storm sewer, water main, sanitary sewer, and pavement throughout the project.

PROJECT COST SUMMARY	
US 151 Bridge	\$ 2,380,000.00
Roadway Improvements	\$ 5,034,000.00
Engineering	\$ 700,000.00
TOTAL PROJECT COST:	\$ 8,114,000.00

Upcoming Schedule:

MILESTONE/TASK	SCHEDULE
Soil Borings and Geotechnical Report	December 2020 - January 2021
Preliminary Plans (for ROW Acquisition)	March 2021
Public Information Meeting	March 2021
Public Hearing for Acquisitions	March 2021
Environmental Reports	June 2021
Phase 1 Check Plans (90% Complete)	July 2021
Utility Meeting	July 2021
Acquisitions Complete	August 2021
Phase 1 Final Plans	August 2021
Bid Letting	November 2021
Phase 1 Construction Complete	October 2022

Enclosed:

Engineer's Opinion of Probable Cost (12/14/2020)

OPINION OF PROBABLE PROJECT COSTS



US 151 GRADE SEPARATION AND ROUNDABOUT
PHASE I AND PHASE II

ANAMOSA, IA

PROJECT NUMBER: 120.0620.08

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 20	500	CY	\$ 30.00	\$ 15,000.00
2	Structural Concrete (Bridge)	725	CY	\$ 800.00	\$ 580,000.00
3	Reinforcing Steel	145000	LB	\$ 1.25	\$ 181,250.00
4	Prestressed Concrete Beams	14	EACH	\$ 36,000.00	\$ 504,000.00
5	Structural Steel	10000	LB	\$ 3.50	\$ 35,000.00
6	Concrete Barrier Rail	318	LF	\$ 70.00	\$ 22,260.00
7	Concrete Barrier, Reinforced, Separation	348	LF	\$ 55.00	\$ 19,140.00
8	Steel Pipe Pedestrian Hand Railing	318	LF	\$ 100.00	\$ 31,800.00
9	Ornamental Metal Railing	318	LF	\$ 200.00	\$ 63,600.00
10	Piles, Steel, HP10X57	5000	LF	\$ 55.00	\$ 275,000.00
11	Prebored Holes	350	LF	\$ 65.00	\$ 22,750.00
12	Macadam Stone Slope Protection	600	SY	\$ 55.00	\$ 33,000.00
13	Bridge Aesthetics	1	LS	\$ 54,000.00	\$ 54,000.00
14	Pavement Removal	4800	SY	\$ 10.00	\$ 48,000.00
15	Granular Shoulders	800	TON	\$ 22.00	\$ 17,600.00
16	PCC Pavement	21300	SY	\$ 55.00	\$ 1,171,500.00
17	PCC Sidewalk / Trail	4400	SY	\$ 45.00	\$ 198,000.00
18	Detectable Warnings	400	SF	\$ 50.00	\$ 20,000.00
19	Intakes	43	EA	\$ 5,500.00	\$ 236,500.00
20	Storm Sewer	4200	LF	\$ 75.00	\$ 315,000.00
21	Precast 8' X 8' RCB Culvert	115	LF	\$ 1,500.00	\$ 172,500.00
22	Precast 6' X 6' RCB Culvert	135	LF	\$ 1,250.00	\$ 168,750.00
23	Precast Headwalls	4	EA	\$ 15,000.00	\$ 60,000.00
24	Water Main	4500	LF	\$ 90.00	\$ 405,000.00
25	Sanitary Sewer	3500	LF	\$ 75.00	\$ 262,500.00
26	Embankment-in-place	65000	CY	\$ 14.00	\$ 910,000.00
27	Lighting	1	LS	\$ 150,000.00	\$ 150,000.00
28	Mobilization (5%)	1	LS	\$ 350,000.00	\$ 350,000.00
29	Traffic Control	1	LS	\$ 125,000.00	\$ 125,000.00
				Subtotal:	\$ 6,447,000.00
				Contingency (15%):	\$ 967,000.00
				CONSTRUCTION TOTAL:	\$ 7,414,000.00

\$6,000,000 General Obligation Corporate Purpose Bonds, Series 2022

[illegible]

PRELIMINARY - SUBJECT TO CHANGE

**Application for Regional
Surface Transportation Block Grant (STBG) or STBG SWAP
Funds
FY 2022-2025**

This second road would link two new housing developments, one west of the ODR

extension, and the second to the east of US 151. The design standards for this project will utilize Iowa SUDAS criteria.

See the attached exhibit for location information.

Project Category

Check all boxes that apply to your project.

STBG Projects

☒ New road construction

☐ Road replacement or reconstruction

☒ New bridge construction

☐ Bridge replacement or reconstruction

☐ Expansion of transit facilities

☐ Purchase of transit capital

Project Cost

1. Indicate projected project cost:

Item	Cost	Explanation
Land/site acquisition costs	\$1	ROW acquisition from developer
Construction/material costs	\$7,414,000	Construction plus contingency
Engineering/consulting costs	\$700,000	Not seeking reimbursement
Capital acquisition (explain)	\$0	
Other (explain)	\$0	
Total Cost	8,114,000	

2. Indicate proposed cost share (the total of local and federal share shall equal the project cost shown above):

	Local Share	Federal Share Requested	Total
Project Cost	\$6,788,000	\$1,326,000	\$8,114,000
% of Project Cost	84%	16%	100%

Narrative Information

1. Write a brief narrative of the project. Describe the current conditions and an outline of the proposed project concept. In addition, describe the existing demand for the project (i.e. description of users, current service conditions, and anticipated service counts). Include a description of the anticipated time schedule for planning, design, and proposed completion of the project.

The proposed project would consist of two new collector roadways intersecting at a roundabout, including a bridge over US 151. One roadway would run north/south as an extension of Old Dubuque Road (ODR) to an existing spur of

Circle Drive. The second road would run east/west intersecting with ODR with a roundabout and would continue to the east with a bridge over US 151, connecting with 130th Street. This second road would link two new housing developments, one west of the ODR extension, and the second to the east of US 151. The north/south roadway length is approximately 2,400', the east/west roadway length is roughly 3,000', and the design standards for this project will utilize Iowa SUDAS criteria.

Currently the land these two new roadways would be built upon is currently zoned for agricultural use and does not have built improvements upon it.

These two new urban roadways and roundabout will provide east/west connectivity for roadway users of all modes that that bypasses the now closed ODR/US 151 intersection, and will link new housing developments (anticipated to contain more than 100 dwellings) and an existing commercial park to the downtown core of the City of Anamosa. Additionally, this road would allow access to Anamosa from travelers coming from the north by way of the US 151 & Circle Drive intersection.

The existing user base would be those individuals that frequent the Anamosa Commercial Park at the north end of this proposed roadway extension. Future users of the roadway would include anticipated residents of new residential development and new business development at the Commercial Park, which currently has 90 acres of available land for business development. At full Commercial Park build out and residential development occupancy, roughly 3,000 daily trips would be expected to use these two new collectors.

The project schedule includes:

1. Preliminary Design – March 2021
2. Phase 1 –Final Plans – September 2021
3. Phase 1 Bid Letting – November 2021
4. Phase 1 Construction - 2022
5. Phase II Bid Letting – November 2022
6. Phase II Construction - 2023

2. Describe below why the sponsoring agency is applying for funding. Include a description of how this project will allow the sponsor to meet the stated need (i.e. transportation safety improvements, improved economic development opportunities, reductions in energy consumption, development of alternative transportation modes, improved mobility of the general public and/or persons with disabilities, enhanced distribution of regional products, or improved inter-regional cooperation).

This proposed project would serve three purposes:

1. The extension of ODR would provide access to a new greenfield residential development on the east and west of US-151. Increasing

motorist access to these greenfield developments increases the viability of future development.

2. The extension of ODR would provide additional access to the existing Anamosa Commercial Park north of the future residential development and west of US-151. The Commercial Park is currently only accessible via US-151, and the additional access point would increase general accessibility to this site by all users. Doing so will improve the attractiveness of this Commercial Park to businesses considering an establishment in the Commercial Park.
3. Due to several collisions between east/west users of the existing ODR and US – 151 intersection while crossing/entering US-151 from the west leg of the intersection, the west leg of the existing US -151 & ODR intersection has been closed. This closure now requires all roadway users in Anamosa wishing to travel east/west across US -151 to use the grade-separated E 3rd St to cross US -151. The restoration of east/west connectivity through this project increases regional connectivity to northeast Anamosa and provides redundant access in case of traffic disruption on E 3rd St.

The proposed ODR extension and bridge will also incorporate pedestrian and bicycle accommodations via a 10 foot PCC shared-use path, increasing regional access for alternative mode users.

3. Has any part of this project been started? ☐ No ☒ Yes, explain below

Planning and engineering work has begun on this project, but planning/engineering expense reimbursements are **not** being requested as part of this application.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that this endorsement binds the participating local government(s) to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa Department of Transportation (Iowa DOT) is required prior to the authorization of funds. I also understand that any expenses incurred prior to said contract will not be eligible for reimbursement. In addition, if the project contract with the Iowa DOT is not signed within three years of the original programming, I understand that funding may be withdrawn.

Representing the _____

Signature Date

Typed Name and Title Date



RESOLUTION NO. 2020-11

***RESOLUTION APPROPRIATING FUNDS TO OUTSIDE AGENCIES
FOR FISCAL YEAR 2021***

WHEREAS, the Anamosa City Council appropriated funds to allocate to requests from Outside Agencies; and

WHEREAS, the amount of the funds allocated was set at \$69,285.00; and

WHEREAS, the State Code of Iowa stipulates that at least 50% of the funds received from Hotel/Motel must benefit recreation and tourism purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council after considering the requests received hereby allocates the following funds to the designated agencies for the Fiscal Year 2021;

AGENCY	FY 2020	REQUESTED	APPROVED - FY 2021
Iowa State University Extension – Summer Camp	*\$500.00	*\$500.00	*500.00
Jones County Tourism	**25% of Hotel/Motel Tax, less \$1,276 per capita (with cap of \$12,500)	**\$12,500.00	25% of Hotel/Motel Tax, less \$1,276 per capita (with cap of \$12,500)
JETS	*\$1,500.00	*\$1,500.00	*1,500.00
Chamber of Commerce	**25% of Hotel/Motel Tax, less \$1,276 per capita (with cap of \$12,500)	**\$12,500.00	25% of Hotel/Motel Tax, less \$1,276 per capita (with cap of \$12,500)
Jones County Economic Director	*\$10,000.00	*\$10,000.00	**10,000.00
Jones County Senior Dining	*\$4,200.00	*\$5,025.00	*5,025.00
Jones County Safe & Healthy Youth Coalition	*\$3,000.00	*\$3,000.00	*3,000.00
Keep Iowa Beautiful – Hometown Pride (ECIA)	*\$2,500.00	*\$2,500.00	*2,500.00
National Motorcycle Museum	**\$10,200.00	**\$12,960.00	**12,960.00.00
Grant Wood Art Gallery	**\$4,800.00	**\$4,800.00	**4,800.00
Cedar/Jones Early Childhood Development	0	*\$1,000.00	*1,000.00
Star Lighters II	0	*\$3,000.00	*3,000.00
*TOTAL GENERAL FUND	*\$21,700.00	*13,525	*13,525.00
**TOTAL HOTEL/MOTEL	**\$40,000.00	**55,760	**55,760.00
GRAND TOTAL	\$62,976.00	69,285	\$69,285.00

Councilmember Smith introduced the foregoing Resolution No. 2020-11 and moved for its adoption. Councilmember Zumbach seconded the motion to adopt. The roll was called and the following indicates the vote;

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
Crump, Rich	X			
Smith, Kay	X			
Machart, John	X			
Zumbach, Alan	X			
Stout, Jeff	X			
Capron, Galen	X			

PASSED AND APPROVED this 9th day of March, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

Total FY20

ACS FINANCIAL
6/08/2020 16:10:55

Revenue Guideline with Detail
FOR THE PERIOD(S) JUL 01, 2019 THROUGH MAY 31, 2020

CITY OF ANAMOSA
GL525R-V08.14 PAGE 1

		Adopted Budget	Revised Budget	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	Project	N	AMOUNT	DESCRIPTION	FIL
01	GENERAL FUND							
00	NON SPECIFIED							
1	GENERAL							
1312	HOTEL/MOTEL TAX ALLOCATION		75,000.00	75,000.00	2,377.62	62,807.99	12,192.01	83
R-082919-602	STATE OF IOWA	049003				20,311.13	HOTEL MOTEL	A
R-112719-738	STATE OF IOWA	049289				24,164.84	HOTEL/MOTEL TAX	A
R-022820-853	IOWA DEPT OF REVENUE	049607				15,954.40	HOTEL/MOTEL TAX	A
R-052920-969	IOWA DEPT OF REVENUE	049831				2,377.62	HOTEL/MOTEL TAX	A
TOTAL: GENERAL		75,000.00	75,000.00	2,377.62		62,807.99	12,192.01	83
TOTAL: NON SPECIFIED		75,000.00	75,000.00	2,377.62		62,807.99	12,192.01	83
TOTAL: GENERAL FUND		75,000.00	75,000.00	2,377.62		62,807.99	12,192.01	83

Current total FY21

ACS FINANCIAL
12/09/2020 12:49:19

Revenue Guideline with Detail
FOR THE PERIOD(S) JUL 01, 2020 THROUGH NOV 30, 2020

CITY OF ANAMOSA
GL525R-V08.14 PAGE 1

SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	Project	N	AMOUNT	DESCRIPTION	REMAINING BALANCE	PCT	FILE
01	GENERAL FUND									
00	NON SPECIFIED									
1	GENERAL									
1312	HOTEL/MOTEL TAX ALLOCATION		76,000.00	76,000.00	35,414.96	45,731.70	30,268.30	60		
R-083120-094		000001				10,316.74	HOTEL/MOTEL TAX PAYMENT			A
R-113020-220	STATE OF IOWA	050270				35,414.96	HOTEL/MOTEL			A
TOTAL: GENERAL			76,000.00	76,000.00	35,414.96	45,731.70	30,268.30	60		
TOTAL: NON SPECIFIED			76,000.00	76,000.00	35,414.96	45,731.70	30,268.30	60		
TOTAL: GENERAL FUND			76,000.00	76,000.00	35,414.96	45,731.70	30,268.30	60		

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12/09/2020 12:53:21

Revenue Guideline with Detail
FOR THE PERIOD(S) JUL 01, 2019 THROUGH JUN 30, 2020

CITY OF ANAMOSA
GL525R-V08.14 PAGE 2

SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	Project	N	AMOUNT	DESCRIPTION	PCT	FIL
09	LOCAL OPTION TAX								
10	LOCAL OPTION TAX 65%								
2	SPECIAL REVENUES								
1100	INTEREST EARNED-CD & NOW ACC	0.00	0.00	0.00	0.00	0.00	0.00	0	
1300	LOT 65% ALLOCATION	270,000.00	270,000.00	23,989.53	314,021.13	44,021.13-	116	-----!	
R-073119-536	STATE OF IOWA	020512			21,240.24	LOCAL OPTION TAX 65%			A
R-083019-603	STATE OF IOWA	049007			23,620.88	LOST AUGUST			A
J-093019-627	ACH TRANSACTIONS SEPT				23,620.88	LOST 65%			A
R-111819-731	STATE OF IOWA	049250			40,185.39	LOST 65%			A
R-112719-738	STATE OF IOWA	049290			24,162.56	65% LOST			A
J-113019-710	NOV JOURNAL ENTRIES				23,620.90	LOST 65%			A
R-123019-769	STATE OF IOWA	049371			24,162.56	65% LOST			A
R-012720-795		049481			24,162.56	LOST 35%			A
R-022820-853	IOWA DEPT OF REVENUE	049608			20,422.03	65% LOST			A
R-032620-889	STATE OF IOWA	049684			20,422.03	65% LOST			A
R-042920-927	STATE OF IOWA	049765			20,422.04	65% LOST			A
R-052620-966	IOWA DEPT OF REVENUE	049823			23,989.53	65% LOST			A
R-062520-007	STATE OF IOWA	049894			23,989.53	65% LOST			A
1325	IJOBS STIMULUS FUNDS	0.00	0.00	0.00	0.00	0.00	0		
3008	NON-REV TRANS-PROJECTS	0.00	0.00	0.00	0.00	0.00	0		
3100	GO PROCEEDS	0.00	0.00	0.00	0.00	0.00	0		
3200	REIMB PROJECT COST SHARE	0.00	0.00	0.00	0.00	0.00	0		
3400	RESOURCE FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0		
TOTAL: SPECIAL REVENUES		270,000.00	270,000.00	23,989.53	314,021.13	44,021.13-	116	-----!	
TOTAL: LOCAL OPTION TAX 65%		270,000.00	270,000.00	23,989.53	314,021.13	44,021.13-	116	-----!	
TOTAL: LOCAL OPTION TAX		415,885.00	415,885.00	36,941.14	484,030.15	68,145.15-	116	-----!	

Current total FY21

ACS FINANCIAL
12/09/2020 12:53:46

Revenue Guideline with Detail
FOR THE PERIOD(S) JUL 01, 2020 THROUGH NOV 30, 2020

CITY OF ANAMOSA
GL525R-V08.14 PAGE 1

			Adopted Budget	Revised Budget	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	Project	N	AMOUNT	DESCRIPTION			FIL
09	LOCAL OPTION TAX									
00	NON SPECIFIED									
2	SPECIAL REVENUES									
1100	INT EARNED - NOW ACCT		0.00	0.00	0.00	0.00	0.00	0		
1101	INTEREST EARNED 35%		0.00	0.00	0.00	0.00	0.00	0		
1105	INT EARNED MONEY MRKT F&M		500.00	500.00	21.40	139.42	360.58	27	--	
J-073120-066	MONEY MRKT CASH-INTEREST					35.33	JUL INTEREST MONEY MARKT			A
J-083120-105	MONEY MRKT CASH-INTEREST					35.35	AUG INTEREST MONEY MARKT			A
J-093020-147	MONEY MRKT CASH-INTEREST					25.24	SEP INTEREST MONEY MARKT			A
J-103120-187	MONEY MRKT CASH-INTEREST					22.10	OCT INTEREST MONEY MARKT			A
J-113020-225	MONEY MRKT CASH-INTEREST					21.40	NOV INTEREST MONEY MARKT			A
1300	DO NOT USE		0.00	0.00	0.00	0.00	0.00	0		
1301	LOCAL OPTION 35% ALLOCATION		170,000.00	170,000.00	47,525.93	104,692.20	65,307.80	61	-----	
R-073120-064	STATE OF IOWA	049985				12,917.44	35% LOST			A
R-083120-094		000002				14,749.61	35% LOST TAX			A
R-092820-136	STATE OF IOWA	050132				14,749.61	35% LOST			A
R-102920-180	STATE OF IOWA-DEPT OF RE	050207				14,749.61	35% LOST			A
R-111320-211	IOWA DEPT OF REVENUE	050239				32,517.20	35% LOST			A
R-113020-220	STATE OF IOWA	050271				15,008.73	35% LOST			A
3400	DO NOT USE		0.00	0.00	0.00	0.00	0.00	0		
TOTAL: SPECIAL REVENUES			170,500.00	170,500.00	47,547.33	104,831.62	65,668.38	61	-----	
TOTAL: NON SPECIFIED			170,500.00	170,500.00	47,547.33	104,831.62	65,668.38	61	-----	
10	LOCAL OPTION TAX 65%									
2	SPECIAL REVENUES									
1100	INTEREST EARNED-CD & NOW ACC		0.00	0.00	0.00	0.00	0.00	0		
1300	LOT 65% ALLOCATION		300,000.00	300,000.00	88,262.40	194,428.33	105,571.67	64	-----	
R-073120-064	STATE OF IOWA	049985				23,989.54	65% LOST			A
R-083120-094		000002				27,392.13	65% LOST TAX			A
R-092820-136	STATE OF IOWA	050132				27,392.13	65% LOST			A
R-102920-180	STATE OF IOWA-DEPT OF RE	050207				27,392.13	65% LOST			A
R-111320-211	IOWA DEPT OF REVENUE	050239				60,389.06	65% LOST			A
R-113020-220	STATE OF IOWA	050271				27,873.34	65% LOST			A
1325	IJOBS STIMULUS FUNDS		0.00	0.00	0.00	0.00	0.00	0		
3008	NON-REV TRANS-PROJECTS		0.00	0.00	0.00	0.00	0.00	0		
3100	GO PROCEEDS		0.00	0.00	0.00	0.00	0.00	0		
3200	REIMB PROJECT COST SHARE		0.00	0.00	0.00	0.00	0.00	0		
3400	RESOURCE FROM FUND BALANCE		0.00	0.00	0.00	0.00	0.00	0		
TOTAL: SPECIAL REVENUES			300,000.00	300,000.00	88,262.40	194,428.33	105,571.67	64	-----	
TOTAL: LOCAL OPTION TAX 65%			300,000.00	300,000.00	88,262.40	194,428.33	105,571.67	64	-----	
TOTAL: LOCAL OPTION TAX			470,500.00	470,500.00	135,809.73	299,259.95	171,240.05	63	-----	

City of Anamosa Procurement Policy

This policy is to be used in conjunction with the City's regular procurement policy. Where State and/or local requirements conflict with Federal requirements, the strictest requirement, will be followed.

In compliance with Uniform Grant Guidance in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, it is the policy of City of Anamosa to adhere to these requirements. For procurement, all non-Federal entities must follow 2 CFR Part 200 Subpart D Subsections §200.318 General procurement standards through §200.327, and Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. These standards are accessible online at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Cost Principles

Cost principles govern how NON-FEDERAL ENTITIES may spend Federal grant funding.

Federal cost principles are found in 2 CFR Part 200 Subpart E, accessible online at [2 CFR PART 200 SUBPART E](#)

2 CFR §200.318 General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards.

2 CFR 180 Debarment and suspension

OMB Guidelines to Agencies on Government wide Debarment and Suspension govern debarment and suspension. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for participation in Federal assistance programs or activities. Debarred or suspended parties may be found by searching the System for Award Management (SAM) for exclusion records, active or excluded at www.sam.gov documentation of the results of searches must be retained with procurement and grant records.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

§200.318 General procurement standards

2 CFR Part 200, Subpart D Subsection §200.318 (c)(1)

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§200.320 Methods of procurement to be followed

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5)

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

§200.324 Contract cost and price

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

- (a) A cost/price analysis must be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

§200.325 Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

§200.326 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

This policy passed and adopted on: December 14, 2020

Rod Smith, Mayor

Attest:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR STREETS
SUPERINTENDENT***

WHEREAS, the Streets Superintendent position was vacated on September 17, 2020.

WHEREAS, the City Administrator has recommended current City Employee and acting Interim Street Superintendent, Shane Brown be hired as Street Superintendent.

WHEREAS, after review and consideration the City Council approves hiring Shane Brown as the Streets Superintendent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following personnel are hereby approved.

Position	Employee Name	Annual Salary
Streets Superintendent	Shane Brown	\$56,000/year

Councilmember _____ introduced the foregoing **Resolution No. 2020-** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 14th day of December, 2020.

ROD SMITH, MAYOR

ATTEST:

BETH BRINCKS, CITY CLERK

City of Anamosa
Treasurer's Monthly Report
as of November 30, 2019

Fund		Beginning Cash Balance	Monthly Revenue	Monthly Expenditure	Monthly Transfer In	Monthly Transfer Out	Investment Interest	Ending Cash Balance	Investment Balance	Petty Cash	Ending Fund Balance
General **	01	3,062,345.73	244,192.56	193,680.23				3,112,858.06	9,193.59	750.00	3,122,801.65
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,389.17	0.20					4,389.37			4,389.37
Local Access	04	3,886.68	0.80					3,887.48			3,887.48
Road Use Tax	06	1,271,452.88	68,902.05	24,965.47				1,315,389.46			1,315,389.46
Local Option-35%	09	366,061.75	47,547.33					413,609.08			413,609.08
Local Option-65%	09	425,916.29	88,262.40	9,477.83				504,700.86			504,700.86
Debt Service	11	123,070.32	6,867.12	10,063.30				119,874.14			119,874.14
TIF	12	398,412.31	26,237.62					424,649.93			424,649.93
Special Assessment	13	87,340.44	58.65					87,399.09			87,399.09
Employee Benefit	20	355,177.25	52,019.61					407,196.86			407,196.86
Library Special Gift	21	0.00						0.00	599,333.68		599,333.68
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpetual Care	26	96,952.52						96,952.52			96,952.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	193,717.01	-1,235.61					192,481.40			192,481.40
Water	51	1,000,612.72	89,863.02	54,019.96				1,036,455.78			1,036,455.78
WasteWater	52	3,778,517.16	142,485.38	84,277.17				3,836,725.37			3,836,725.37
Senior Center	66	0.00						0.00			0.00
Street Projects	70	-14,049.19						-14,049.19			-14,049.19
Water Projects	71	-728,168.25		22,659.51				-750,827.76			-750,827.76
Sewer Projects	72	569,459.94		1,079.70				568,380.24			568,380.24
Downtown Projects	73	-13,659.98		46,111.08				-59,771.06			-59,771.06
Building Projects	74	-5,600.00						-5,600.00			-5,600.00
Park & Rec Projects	75	35,235.50						35,235.50			35,235.50
Capitol Projects	76	0.38						0.38			0.38
Payroll Clearing	99	0.00						0.00			0.00
TOTAL		11,022,489.41	765,201.13	446,334.25	0.00	0.00	0.00	11,341,356.29	608,527.27	750.00	11,950,633.56

Investments can only be used for specific purposes

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

The beginning cash balance increased by \$9,259.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/15

The beginning cash balance decreased by \$27,650.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/16

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

The beginning cash balance decreased by \$3,301.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/18

City of Anamosa

Payments for Approval at the December 14, 2020 City Council Meeting

November Consumer Deposit Refunds

Vendor Name	Description	Amount
BAILEY/WILLIAM	BAILEY CONS DEP REF	73.64
BUCHHOLTZ/KEEGAN	BUCHHOLTZ CONS DEP REF	45.50
BURR OAK DEVELOPMENT CO	BURR OAK DEV CON DEP REF	101.61
CARSTENSEN/KELLSEY	CARSTENSEN CONS DEP REF	28.17
DEAN/JAMES	DEAN CONS DEP REF	54.73
EILERS/HANNAH	EILERS CONS DEP REF	52.20
HOMER&LORRAINE CLARK EST	CLARK ESTATE DEP REF	98.49
KRAUS CUSTOM BULDERS	KRAUS BUILDERS DEP REF	62.53
LARSEN/JASON	LARSEN CONS DEP REF	100.56
LEIGHTY/RALPH&JACQUILINE	LEIGHTY CONS DEP REF	29.86
M&S MANUFACTURING	M&S MANUFACTURING DEP RE	28.68
MARKS/JOE & VERONICA	MARKS CONS DEP REF	58.43
MCKEE/EVON	MCKEE CONS DEP REF	47.51
NOVA HOLDINGS LLC	NOVA HOLDINGS DEP REF	88.52
WESSELS/GARY	WESSELS CONS DEP REF	71.99
	Final Totals...	942.42

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
51 WATER FUND	942.42
TOTAL ALL FUNDS	942.42

November Manual Checks

Date Issued	Warrant	In Favor of	Check Amount	Description
11/30/2020	66054	US POSTMASTER	151.84	UB REMINDER NOTICES
11/30/2020	66107	PAYROLL TRANSFER	64,997.18	PAYROLL TRANS NOV 13
			9,803.19	PAYROLL TRANS OCT 2
			12,169.49	PAYROLL TRANS NOV 13
			86,969.86	
TOTAL **	66107			
11/30/2020	66119	US POSTMASTER	533.80	OCT UB BILLINGS
11/30/2020	66193	PAYROLL TRANSFER	68,502.63	NOV 27 PAYROLL TRANS
11/30/2020	66194	CITIZENS SAVINGS BANK	2,590.00	700,000 GO BOND INT PMT
			1,597.05	171,400 GO LOAN INT PMT
			4,187.05	
TOTAL **	66194		160,345.18	

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
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01	GENERAL FUND	118,164.91
11	DEBT SERVICE FUND	4,187.05
51	WATER FUND	16,772.01
52	WASTEWATER FUND	21,221.21
TOTAL ALL FUNDS		160,345.18

December 14, 202 Council Vouchers

Date Issued Warrant In Favor of
12/10/2020 66200 ALLIANT ENERGY

Check Amount	Description
52.43	ELECTRIC SRVS NEW PD
126.58	ELECTRIC SRVS PD
168.34	ELECTRIC SRVS FD
6,764.74	ELECTRIC SRVS WATER
5,352.56	ELECTRIC SRVS ST LIGHTS
31.43	ELECTRIC SRVS SIREN
1,260.31	ELECTRIC SRVS LIBRARY
453.49	ELECTRIC SRVS PARKS
79.90	ELECTRIC SRVS POOL
183.36	ELECTRIC SRVS ST SHOP
506.53	ELECTRIC SRVS CITY HALL
1,142.11	ELECTRIC SRVS LCC
9,636.54	ELECTRIC SRVS WWTR
25,758.32	
175.00	ANIMAL CONTROL PICKUP
49.87	CELL SRVS ADMIN
49.87	CELL SRVS STREET
457.83	CELL SRVS PD
49.87	CELL SRVS LCC
99.74	CELL SRVS WATER
194.45	CELL SRVS WWTR
49.87	CELL SRVS LIBRARY
951.50	
132.21	PLYWOOD AND 2X4S
68.56	FUEL ELEMENT
52.83	SEPARATOR
121.39	
260.87	GAS SRVS PD
140.77	GAS SRVS FD
140.24	GAS SRVS ST SHOP
59.11	GAS SRVS CITY HALL

TOTAL **	66200	
12/10/2020	66201	ANIMAL WELFARE FRIENDS
12/10/2020	66202	AT&T MOBILITY
TOTAL **	66202	
12/10/2020	66203	BANOWETZ LUMBER COMPANY INC
12/10/2020	66204	BARRON MOTOR SUPPLY
TOTAL **	66204	
12/10/2020	66205	BLACK HILLS ENERGY

			430.30	GAS SRVS LCC
			31.53	GAS SRVS POOL
			90.20	GAS SRVS WATER
			1,042.43	GAS SRVS WWTR
TOTAL **	66205		2,195.45	
12/10/2020	66206	BRINCKS/BETH	20.00	PHONE REIMB
12/10/2020	66207	BROWN SUPPLY CO., INC.	699.00	RISER AND EXTENSION
			450.00	CURB GUARDS
TOTAL **	66207		1,149.00	
12/10/2020	66208	CENTURYLINK	261.55	PHONE SRVS PD
			112.40	PHONE SRVS FD
			165.25	PHONE SRVS LIBRARY
			547.29	PHONE SRVS CITY HALL
			143.40	PHONE SRVS LCC
			128.60	PHONE SRVS WATER
			463.96	PHONE SRVS WWTR
TOTAL **	66208		1,822.45	
12/10/2020	66209	CHEM RIGHT LABORATORIES INC	85.00	BACTERIA TEST
12/10/2020	66210	CHEMSEARCH	150.00	MIDGE FLY
12/10/2020	66211	CREATIVE FORMS & CONCEPT, INC.	644.45	A/P CHECKS
			644.45	PAYROLL CHECKS
TOTAL **	66211		1,288.90	
12/10/2020	66212	CYRIL FROMMELT	18,000.00	TREE REMOV/TRIM DERECHO
			4,740.00	STUMP GRINDING DERECHO
TOTAL **	66212		22,740.00	
12/10/2020	66213	DOCHTERMAN/KYLE	20.00	MONTHLY PHONE REIMB
12/10/2020	66214	DRJ GROUP LLC	124.98	HOOD SRVS SENIOR DINING
			202.95	ANNUAL EXTING MAINT FD
TOTAL **	66214		327.93	
12/10/2020	66215	ECICOG	2,175.00	CDBG GRANT ADMIN
12/10/2020	66216	ELAN-CARDMEMBER SERVICE	89.99	OFFICE SOFTWARE WWTR
			12.50	CARD FEE
			67.35	FUEL/FEE
			19.79	MEETING SOFTWARE
			34.15	CERTIFIED MAIL
TOTAL **	66216		223.78	
12/10/2020	66217	FAREWAY STORES, INC	6,423.56	1ST HALF TIF REBATE FY21
12/10/2020	66218	FISCHER BROS. LLC	27,000.00	SLIDE RESTORATION
12/10/2020	66219	HACH COMPANY	200.25	CHEMICALS WATER

12/10/2020	66220	HENRY/TROY	800.00	GRAVE OPENINGS
12/10/2020	66221	HOFENSPERGER/KATIE	30.00	PROGRAM REFUND
12/10/2020	66222	HOUSBY HEAVY EQUIPMENT	967.50	UPDATE/REPAIRS ENDLOADER
12/10/2020	66223	HOWARD R GREEN	258.75	GIS - P&Z
			77.00	GIS - STREET DEPT
			488.50	GIS - WATER
			11,800.03	WELL #6 DESIGN
TOTAL **	66223		12,624.28	
12/10/2020	66224	INFRASTRUCTURE TECHNOLOGY SOLU	25.00	WEB HOSTING FEE
12/10/2020	66225	IOWA LAW ENFORCEMENT ACADEMY	125.00	ADMIN FEE FOR EXEC ORDER
12/10/2020	66226	IOWA PRISON INDUSTRIES	190.12	WASTEWATER JACKETS
12/10/2020	66227	JOHN DEERE FINANCIAL	3.49	LIGHT BULB
			64.70	SUPPLIES
			33.40	FILTERS
			4.80	FILLER CAP
			815.72	MOWER PARTS
			15.72	HANDLES
TOTAL **	66227		937.83	
12/10/2020	66228	JONES COUNTY RECORDER	37.00	RECORDING FEE- DAVIDSON
12/10/2020	66229	JONES REGIONAL MEDICAL CENTER	1,343.24	MEDICAL-SNOW
12/10/2020	66230	KELTECK	289.00	SCANNER REPAIR
			99.50	DOCKING STATION
TOTAL **	66230		388.50	
12/10/2020	66231	KIECK'S	14.00	UNIFORM PATCHES
12/10/2020	66232	KLUESNER CONSTRUCTION	3,864.00	CONCRETE WASTEWATER
12/10/2020	66233	KONICA MINOLTA BUSINESS SOLUTI	42.80	METERED COPIES
12/10/2020	66234	KONICA PREMIER FINANCE	75.85	COPIER LEASE
12/10/2020	66235	LINOH20,LLC	1,557.00	FLOW CALIBRATION
12/10/2020	66236	LODE/ERIC	20.00	PHONE REIMB
12/10/2020	66237	LOU'S GLOVES	170.00	GLOVES
12/10/2020	66238	MARTIN GARDNER ARCHITECTURE	26,937.50	DOWNTOWN FACADE PROJECT
12/10/2020	66239	MATHESON TRI-GAS INC	55.75	NOV RENTAL
12/10/2020	66240	MCALEER	29.00	WATER/RENTAL CITY HALL
12/10/2020	66241	MEDIACOM	69.49	INTERNET SRVS PD
			60.89	INTERNET SRVS LCC
TOTAL **	66241		130.38	
12/10/2020	66242	MENARDS	32.04	ROOFING DRILL
12/10/2020	66243	MID-IOWA SOLID WASTE	132.92	SWEEPER PARTS
12/10/2020	66244	MISSION COMMUNICATIONS, LLC	407.40	MONITORING HARDWARE

12/10/2020	66245	MISSISSIPPI VALLEY PUMP, INC.	6,469.00	PUMP REPAIR
12/10/2020	66246	PETTY CASH	50.23	SUPPLIES CITY HALL
12/10/2020	66247	QC ANALYTICAL SERVICES LLC	2,580.28	TESTING WWTR 8/31/2020
			2,580.28	TESTING WWTR 10/31/2020
TOTAL **	66247		5,160.56	
12/10/2020	66248	RADIO COMMUNICATIONS	42.50	SRVS RADIO PROGRAM
12/10/2020	66249	RED'S SALES & SERVICE	40.00	TIRE MOUNT AND BALANCE
			25.00	TIRE REPAIR
TOTAL **	66249		65.00	
12/10/2020	66250	REECE ELECTRIC, INC	14,632.83	AIR COMPRESSORS
12/10/2020	66251	ROGERS CONCRETE CONSTRUCTION	500.00	REPLACE GUTTER
12/10/2020	66252	SIRCHIE FINGER PRINT LAB	287.14	TEST KITS
12/10/2020	66253	SKYLINE CONSTRUCTION OF DBQ	2,107.00	SALT TREATMENT
12/10/2020	66254	SNYDER & ASSOCIATES INC.	5,850.00	WWTR FLOW EQ BASIN
			13,191.00	US151 GRADE SEPARATION
TOTAL **	66254		19,041.00	
12/10/2020	66255	STOREY KENWORTHY	148.41	OFFICE SUPPLIES
12/10/2020	66256	THOMAS/GINGER	20.00	PHONE REIMB
12/10/2020	66257	TRANSWORLD NETWORK, CORP	9.79	LONG DIST SRVS PD
			99.46	LONG DIST SRVS CITY HALL
			2.98	LONG DIST SRVS LCC
			2.46	LONG DIST SRVS ST DEPT
			1.23	LONG DIST SRVS FD
			1.24	LONG DIST SRVS POOL
			2.46	LONG DIST SRVS WATER
			1.23	LONG DIST SRVS WWTR
TOTAL **	66257		120.85	
12/10/2020	66258	TYLER TECHNOLOGIES, INC	8,000.00	INCODE SOFTWARE IMPLEM
			3,465.00	INCODE ONBOARDING
TOTAL **	66258		11,465.00	
12/10/2020	66259	U.S. CELLULAR	18.22	CELL SRVS ST DEPT
			62.61	CELL SRVS WATER
			47.67	CELL SRVS WWTR
			172.88	CELL SRVS PD VEHICLE
TOTAL **	66259		301.38	
12/10/2020	66260	US AUTOFORCE	146.00	TIRE REPLACEMENT
			584.00	REPLACEMENT TIRES
TOTAL **	66260		730.00	
12/10/2020	66261	US POSTMASTER	220.00	4 ROLLS STAMPS

12/10/2020	66262	USA BLUE BOOK	97.41	CASE TP
			15.82	FRT CHARGE PREV ORDER
TOTAL **	66262		113.23	
12/10/2020	66263	WALMART COMMUNITY BRC	79.78	INK
			14.97	TOILET PAPER
			87.08	CLEANING SUPPLIES
TOTAL **	66263		181.83	
12/10/2020	66264	WATER SOLUTIONS UNLIMITED	1,380.55	CHEMICAL PUMP
			1,895.47	POLYPHOSPHATE
			3,431.55	HMO SOLUTION
TOTAL **	66264		6,707.57	
12/10/2020	66265	WEBER STONE COMPANY	103.54	CLEAN ROAD ROCK
			456.25	BLACK DIRT
TOTAL **	66265		559.79	
12/10/2020	66266	WELTER STORAGE EQUIPMENT CO.	396.97	RACK SHELF STORAGE
12/10/2020	66267	WOODWARD COMMUNITY MEDIA	469.04	LEAGL PUBLICATIONS
			213,686.18	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	49,422.63
06	ROAD USE TAX FUND	5,429.66
09	LOCAL OPTION TAX	32,352.56
12	TAX INCREMENT FUND	6,423.56
51	WATER FUND	15,389.96
52	WASTEWATER FUND	44,714.28
70	STREET PROJECTS	13,191.00
71	WATER PROJECTS	11,800.03
72	SEWER PROJECTS	5,850.00
73	DOWNTOWN REVITALIZATION PROG	29,112.50
TOTAL	ALL FUNDS	213,686.18

November Cash Receipts

FUND RECAP:

FUND	DESCRIPTION	RECEIPTS
01	GENERAL FUND	111,730.62
06	ROAD USE TAX FUND	68,902.05
09	LOCAL OPTION TAX	135,788.33
50	CONSUMER DEPOSITS FUND	1,050.00
51	WATER FUND	198.99

52	WASTEWATER FUND	47,228.34
TOTAL ALL FUNDS		364,898.33