



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, FEBRUARY 24, 2020 – 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
107 SOUTH FORD STREET, ANAMOSA, IA 52205

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

1.0) ROLL CALL

2.0) PLEDGE OF ALLEGIANCE

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

3.1) February 10, 2020 – Regular Council Meeting

4.0) PUBLIC HEARINGS:

4.1) PUBLIC HEARING ON PROPOSED MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2021

- A) MAYOR OPENS PUBLIC HEARING
- B) PROCEEDINGS
- C) MOTION TO CLOSE THE PUBLIC HEARING

5.0) PROCLAMATIONS: NONE

6.0) OLD BUSINESS:

- 6.1) **RESOLUTION** APPROVING FINAL PLAT FOR CHAMBER DRIVE BUSINESS PARK. **ROLL VOTE.**
- 6.2) APPROVAL OF SNOW REMOVAL POLICY.
- 6.3) AMENDED SETTLEMENT AGREEMENT WITH CALACCI CONSTRUCTION REGARDING DISPUTE OVER WATER TREATMENT PLANT EXPANSION PROJECT.

7.0) NEW BUSINESS

- 7.1) **RESOLUTION** APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2021. **ROLL VOTE.**
- 7.2) DISCUSSION AND POSSIBLE ACTION TO APPROVE \$15,000 IN SEED MONEY FOR RAGBRAI PLANNING.
- 7.3) PURCHASE AGREEMENT IN THE AMOUNT OF \$366,500 FOR 2020 VACTOR 2100i COMBINATION SEWER TRUCK.
- 7.4) DISCUSSION AND POSSIBLE ACTION ON CHANGES TO UTILITY BILLING POLICIES.
- 7.5) **RESOLUTION** TO HIRE AND SET WAGES FOR WASTEWATER OPERATOR. **ROLL VOTE.**

- 7.6) **RESOLUTION TO SET WAGES FOR PARKS AND RECREATION ASSISTANT DIRECTORS. ROLL VOTE.**
- 7.7) **RESOLUTION TO SET WAGES FOR UTILITY BILLING CLERK. ROLL VOTE.**
- 7.8) **SETTING A DATE FOR BUDGET WORK SESSION**
- 7.9) **BEER AND LIQUOR LICENSES:**
 - A) **RENEWAL OF CLASS C BEER PERMIT WITH SUNDAY SALES PRIVILEGES – TAPKEN’S CONVENIENCE PLUS.**
 - B) **RENEWAL OF CLASS C LIQUOR LICENSE WITH OUTDOOR SERVICE AND SUNDAY SALES PRIVILEGES – LA HACIENDA MEXICAN RESTAURANT.**
- 7.10) **REVIEW AND APPROVAL OF CURRENT BILLS.**
- 8.0) **CITY ADMINISTRATORS REPORT:**
- 9.0) **MAYOR AND COUNCIL REPORTS:**
 - 9.1) **COUNCIL REPORTS ON BOARDS AND COMMISSIONS.**
- 10.0) **PUBLIC WITH BUSINESS WITH THE COUNCIL ON ITEMS NOT ON THE AGENDA**
- 11.0) **ANNUAL PERFORMANCE EVALUATION OF THE CITY ADMINISTRATOR AND EMPLOYMENT AGREEMENT REVIEW**
 - 11.1) **MOTION TO ENTER INTO CLOSED SESSION PER IOWA STATE CODE SECTION 21.5(i) – TO EVALUATE THE PROFESSIONAL COMPETENCY OF AN INDIVIDUAL WHO’S APPOINTMENT, HIRING, PERFORMANCE OR DISCHARGE IS BEING CONSIDERED WHEN NECESSARY TO PREVENT NEEDLESS AND IRREPARABLE INJURY TO THAT PERSON’S REPUTATION AND THAT INDIVIDUAL HAS REQUESTED A CLOSED SESSION.**
 - 11.2) **RETURN TO OPEN SESSION**
 - 11.3) **DISCUSSION AND POSSIBLE ACTION ON APPROVING AMENDED EMPLOYMENT AGREEMENT FOR THE CITY ADMINISTRATOR.**
- 12.0) **ADJOURNMENT**

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE FRONT DOOR IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.



Jacob Sheridan, City Administrator

STATEMENT OF COUNCIL PROCEEDINGS

February 10, 2020

The City Council of the City of Anamosa met in Regular Session February 10, 2020 in the Council Chambers at City Hall at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Alan Zumbach, Jeff Stout, Kay Smith, and Galen Capron. Absent: John Machart. Also present were Jacob Sheridan, City Administrator; Beth Brincks, City Clerk; Jeremiah Hoyt, Police Chief.

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

Pledge of Allegiance.

Motion by Stout, second by Crump to approve the minutes of the January 27, 2020 Regular Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve the minutes of the January 30, 2020 Budget Work Session. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump to approve the minutes of the February 4, 2020 Budget Work Session. Ayes: all. Nays: none. Motion carried.

Jackie Schneiter of Schneiter Weers Insurance explained the City's participation in the IAMU safety group. She explained the associated dividends that each member receives and stated that the City's dividend for last year was \$32,684.29. Jackie presented the check for the dividend and explained about the City's work claims effect on the dividend. Sheridan mentioned that IAMU will be changing its' format for service to be more focused to cities individually.

Adam Pulley and Andrew Moen, Clifton Larson Allen presented the Independent Auditors' Report for Fiscal Year Ending June 30, 2019. Pulley gave an overview of the report and stated that there were no material findings. On a motion by Zumbach, second by Crump to approve the Independent Auditors' Report for Fiscal Year Ending June 30, 2019. Ayes: all. Nays: none. Motion carried.

Sheridan presented a draft Snow Removal Policy. This policy outlines the process of calling a Snow Emergency, the notification process for clearing the emergency snow routes, snow plow speed restrictions, and downtown snow removal procedures. This is just a draft at this point and input is still being sought before the final policy is brought to Council.

Bob Simonson presented the background for the damage claim for is UTV. The claim was filed with the insurance company. Sheridan stated that the question of the claim was whether the tree branch that fell was property of the City. Jackie Schneiter stated that she will investigate the status of the claim and report back tomorrow.

Motion by Crump to approve Resolution 2020-06 setting the date of February 24, 2020 at 6:00pm for the Public Hearing on the Proposed Property Tax Levy for Fiscal Year Ending June 30, 2021, second by Zumbach. Sheridan stated that this is the first year for this public hearing as it is a new State requirement. The hearing notice will be published on Thursday the 20th in

the Anamosa Journal-Eureka. Ayes: Crump, Smith, Zumbach, Capron, and Stout. Nays: none. Motion carried.

Motion by Crump to approve the current bills, second by Capron. The MI2 payment will be held until the final report is received. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Sheridan stated that no letters of interest have been received for the vacancy on the Planning and Zoning Commission. The deadline has been extended to the 19th and can be on the February 24th agenda. Regarding the budget, after the current public hearing there will be one additional public hearing to approve the Final Budget before submission by March 31, 2020. The first round of Wastewater operator interviews have been done and hope to have a new hire for approval at the next meeting. Collective bargaining took place today for approximately eight hours. Progress was made but no agreement has been reached. The two public meetings for the Police and Fire Station Projects have been scheduled for February 13th at 7:00pm and 26th at 6:00pm. Both will be held at the Library. Will be posting for temp Water Department employee.

Mayor and Council Reports: Zumbach reported that he will be working with Jets and Senior Dining. He has plans to plan extra garden space and donate vegetables to Senior Dining. Stout mentioned that there was a break-in at the LCC.

Public with business with the council on items not on the agenda: None.

Motion by Crump to go into closed session per Iowa Code Section 21.5(i) – to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that person's reputation and that individual has requested a closed session, second by Smith. Ayes: Zumbach, Capron, Crump, Smith, and Stout. Nays: none. Motion carried. Into Closed Session at 7:31pm.

Return to open session 7:44pm.

Motion by Crump to table discussion and possible action on approving amended employment agreement for the City administrator until the next meeting, second by Zumbach. Ayes: all. Nays: none. Motion carried.

Motion by Crump to adjourn, second by Stout. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 7:46 P.M.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-

**RESOLUTION APPROVING THE FINAL PLAT CHAMBER DRIVE BUSINESS
PARK ADDITION, ANAMOSA, JONES COUNTY, IOWA**

WHEREAS, Eagle View Land Development, Inc. has submitted a final plat for land they own in Jones County, Iowa, which is entitled Chamber Drive Business Park Addition to Jones County, Iowa; and,

WHEREAS, this final plat has been considered by the Anamosa Planning and Zoning Commission at their January 21, 2020 meeting and they have forwarded a favorable review.

BE IT RESOLVED, THEREFORE, that the final plat for the Chamber Drive Business Park Addition, Anamosa, Jones County, Iowa is hereby approved.

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;

<i>Council Member</i>	<i>Voting Aye</i>	<i>Voting Nay</i>	<i>Absent</i>
Crump, Rich			
Smith, Kay			
Machart, John			
Zumbach, Alan			
Stout, Jeff			
Capron, Galen			

PASSED, ADOPTED AND APPROVED THIS 24th day of February, 2020

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

SETTLEMENT AGREEMENT
AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Settlement Agreement") is made to be effective on January __, 2020 and is entered into by and between the City of Anamosa, Iowa ("Anamosa"), and Calacci Construction Company ("Calacci") (collectively "the Parties").

Recitals

The recitals, below, are true and correct and are material terms of this Settlement Agreement, and the Recitals are incorporated into and are part of the Settlement Agreement.

WHEREAS, on August 14, 2017, Anamosa, as owner, and Calacci, as contractor, entered into a construction contract ("the Contract") for the Water Treatment Plant Expansion project ("the Project").

WHEREAS, disputes arose between Anamosa and Calacci during and after the Project's construction, resulting in Calacci having a \$200,338.00 Contract Balance, Anamosa withholding that payment from Calacci, and Anamosa asserting claims in excess of the Contract Balance for liquidated damages and other damages arising from Calacci's alleged delays.

WHEREAS, the Parties attempted to resolve their differences throughout 2019, and the Parties completed a mediation at the law firm of Simmons Perrine Moyer Bergman PLC in Cedar Rapids, on November 22, 2019, where the parties reached a tentative resolution of their differences.

WHEREAS, in order to avoid the uncertainties, costs, distractions, and delays of litigation, the Parties have reached an agreement and compromise to fully settle and release all claims made by and between them in order to close out the Contract and avoid a

protracted lawsuit, and the Parties wish to reduce the terms of their agreement and compromise to writing herein.

NOW, THEREFORE, for mutual consideration as described herein, the Parties hereto agree as follows:

1. **Mutual Release.** Except for the obligations and exceptions specifically stated in this Settlement Agreement, each Party (for itself and its respective officers, directors, owners, officials, councils, boards, departments, shareholders, employees, agents, insurers, sureties, successors, and assigns) hereby releases, acquits, and forever discharges the other Party (and its respective officers, directors, owners, officials, councils, boards, departments, shareholders, employees, agents, insurers, successors, and assigns) from any and all manner of actions, suits, claims, counterclaims, demands, causes of action, debts, promises, damages, costs, and liquidated damages related to or arising out of the Project and/or the Contract, which are known or reasonably should have been known by the releasing Party as of the date of this Settlement Agreement, except Anamosa specifically retains all rights against Calacci under all warranties set forth in the Contract, including the correction period set forth in Paragraph 15.08 of the Contract.

2. **Payments by Calacci.** Calacci represents and warrants that **Exhibit A** includes all outstanding claims for all subcontractors, sub-subcontractors, materialmen, suppliers, and other service providers that performed work on the Project of which Calacci is aware (collectively "Subcontractors"). Calacci agrees it will make payments to all Subcontractors designated on **Exhibit A** that Calacci has promised to pay directly and are labeled as "Calacci to Pay" on **Exhibit A** (hereafter "Calacci to pay subcontractors".) Calacci must provide Anamosa with all final lien waivers and proof of payment by Calacci to

subcontractors required by this Paragraph no later than 60 days after the effective date of the Settlement Agreement. Calacci shall provide final lien waivers from all persons or entities described in **Exhibit A** as Calacci to pay subcontractors. Calacci reserves the right to negotiate payment sums with subcontractors for amounts less than expressed on **Exhibit A** provided Subcontractors provide a final lien waiver that complies with the requirements of this agreement. Anamosa has no obligation to make any payments until all final subcontractor and material supplier lien waivers have been delivered to Anamosa by Calacci or Calacci has delivered a Discharge Bond for each vendor that remains disputed pursuant to paragraph 8. All final lien waivers must strictly conform to the final lien waiver form attached as **Exhibit B**.

3. **Payments by Anamosa.** Provided Calacci strictly and fully complies with all of the conditions precedent included in Paragraph 2 regarding its payment obligations, Anamosa agrees to pay \$120,000.00 ("the Settlement Payment") of the \$200,338.00 balance under the Contract to all Subcontractors designated on **Exhibit A** that Anamosa has promised to pay directly through joint checks with Calacci and are labeled as "Anamosa to Pay" on **Exhibit A** (hereafter "Anamosa to pay subcontractors") within 30 days after Calacci complies with all requirements described in Paragraph 2 of the Settlement Agreement. Calacci agrees it is responsible for paying any Anamosa to pay subcontractors for any claims exceeding \$120,000.00, and any claims made against the City shall be indemnified pursuant to Paragraph 4 of the Settlement Agreement. Calacci agrees it is solely responsible for paying any party, including Subcontractors, for any claims exceeding \$120,000.00, and any claims made against the City shall be indemnified pursuant to Paragraph 4 of the Settlement Agreement.

4. **Indemnification.** To the fullest extent permitted by law, Calacci shall indemnify and hold harmless Anamosa and its employees from and against any claims, damages, losses and expenses, including but not limited to attorneys' fees, costs, and expert fees, arising out of or resulting from any claims, demands, or causes of action related to the Project asserted by any person or entity (including but not limited to subcontractors, sub-subcontractors, materialmen, suppliers, etc.) Calacci may have contracted with, or any downstream contractor that performed work for the Project, regardless of whether or not such claim, damage, loss or expense is caused in part by party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph. Calacci represents and warrants that no other persons or entities have made any claims to Calacci for payment except those described in Exhibit A, and Calacci will indemnify Anamosa pursuant to the first sentence of the paragraph for any claims, damages, losses, and expenses whether or not the party is listed on **Exhibit A**.

5. **Contract Revision.** The Parties agree to sign a Contract Revision to deduct \$80,338.00 from Calacci's \$200,338.00 Contract Balance. The Contract Revision will state: "The City of Anamosa and Calacci Construction Company negotiated this Contract Revision to amicably close out the Parties' Contract. The City and Calacci have agreed to close out the Parties' Contract for the Project for a final payment by Anamosa to Calacci of \$120,000.00 pursuant to the terms of the Settlement Agreement and Release. The Parties have resolved all claims, known and reasonably should have known, by and against each other and all complaints and claims related to delays in construction or incomplete work caused by any contractor, subcontractor or sub-subcontractor on the project, as specified in

the Settlement Agreement and Release. The Parties have agreed to an \$80,338.00 deductive Contract Revision to resolve all of Anamosa's claims, offsets, and damages, except as set forth in the Settlement Agreement and Release." Calacci agrees it has no right or claim to the \$80,338.00 subject to the deductive change order. This Contract Revision will not be effective until Calacci has delivered all lien waivers and proof of payment required by Paragraph 2 of the Settlement Agreement.

6. **Warranties.** This Settlement Agreement does not affect Calacci's Contract warranty or manufacturer warranties for building materials or equipment supplied by Calacci or its subcontractors/suppliers which are incorporated into the Project, or any other warranties set forth in the Contract, including the correction period set forth in Paragraph 15.08 of the Contract. The warranties stand on their own terms. Warranty claims shall be made pursuant to the terms of the Contract.

7. **Change Order Requests.** The parties agree that no additional or pending change orders or change proposal requests will be recognized, processed, or approved, and that no additional credits or deductions will be recognized or credited to either party.

8. **Chapter 573 Claims.** For any amounts owed to "Contractors to Pay", that Calacci wishes to dispute, Calacci agrees to sign and deliver to Anamosa a Discharge Bond in the form attached hereto as **Exhibit C** within 60 days of the effective date of this Agreement, and must be delivered to Anamosa before Anamosa will make any payments pursuant to Paragraph 3 of the Settlement Agreement. Calacci shall file with Anamosa a surety bond for \$[INSERT AMOUNT], which is double the amount of the claim of [INSERT SUBCONTRACTORS] as stated in the letter of [INSERT SUBCONTRACTORS] dated [INSERT DATE], conditioned to pay any final judgment

rendered for the claim so filed, as a condition of this agreement and the payment of funds pursuant to this Settlement Agreement.

9. **Closeout:** Calacci agrees it will cooperate with Anamosa and anyone Anamosa requests for Calacci to cooperate with for any remaining closeout matters required by the Contract.

10. **Consent and Advice of Counsel.** The Parties each represent that they have been represented by independent legal counsel, or that they have had the opportunity to retain independent legal counsel, that they have read the terms of this Settlement Agreement and that the terms of this Settlement Agreement have been completely read and explained to them by their attorney, or if they did not have an attorney, that those terms are fully understood, and voluntarily accepted by them. The Parties further affirmatively represent that they have voluntarily entered into this Settlement Agreement and that there are no representations made by any party or their attorneys, agents or other representatives which are not expressly set forth in this Settlement Agreement.

11. **Miscellaneous Provisions.**

a. **Amendments and Alterations.** Amendments and alterations to this Settlement Agreement shall be in writing and signed by both Calacci and Anamosa.

b. **Entire Agreement.** The foregoing constitutes the entire agreement between the Parties. All prior settlement discussions are superseded. No modification of any of the terms or conditions contained herein may be made except by subsequent written documents signed by both of the Parties

c. **Severability.** If one provision of this Settlement Agreement is held invalid, then the Parties agree that the remaining portions of the Settlement

Agreement are valid and enforceable and the invalidity or unenforceability of one provision shall not affect any other provision of this Settlement Agreement.

d. Binding Effect. Assignment. This Settlement Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

e. Waiver. No waiver of any term or provision of this Settlement Agreement shall be effective unless set forth in any written documents signed by the party charged thereby and the waiver shall be limited to the circumstances or events specifically referred to in the written waiver or document. It shall not be deemed a waiver of any other term or provision of this Settlement Agreement of the same circumstance or event upon any recurrence thereof.

f. Governing Law. This Settlement Agreement, and other documents taken hereunder, shall be governed by and construed in accordance with the laws of the State of Iowa. Any actions regarding any dispute or any other matter regarding or arising out of this Settlement Agreement shall be venued in the Iowa District Court for Jones County. In the event of any dispute arising out of this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

g. Authority. The persons signing this Settlement Agreement have the authority to bind Anamosa and Calacci, and this representation survives execution of this Settlement Agreement. Anamosa represents that all government approvals were obtained before signing the Settlement Agreement.

h. No Single Drafter. The Parties agree that there is no single drafter of this Settlement Agreement and the Settlement Documents. The Parties agree that

they both participated in the drafting of the Settlement Agreement and Settlement Documents and they retained legal counsel to draft, review, and approve the Settlement Agreement and Settlement Documents. The Settlement Agreement and Settlement Documents shall be construed according to their plain language and shall not be interpreted for or against either party.

i. Headings. The headings in this Settlement Agreement are for convenience purposes only and do constitute substantive terms of this Settlement Agreement.

IN WITNESS WHEREOF, this Settlement Agreement is entered into as of the date set forth above.

CITY OF ANAMOSA, IOWA

By: _____

Its: _____

Dated: _____

**CALACCI CONSTRUCTION
COMPANY**

By: John B. Calacci

Its: PRESIDENT

Dated: 21 FEB 2020

RESOLUTION NO. 2020-__

RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2021

WHEREAS, the City Council of the City of Anamosa has considered the proposed fiscal year 2021 maximum property tax dollars for the affected levy total, and

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than ten (10) and no more than twenty (20) days prior to the public hearing, and

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on Monday, February 24, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANAMOSA, IOWA, that the maximum property tax levy for the affected tax levies, not including voted general fund levies, debt service levy, or capital improvement reserve levy, for fiscal year 2021 shall not exceed \$14.656 per one thousand dollars in valuation or \$2,034,826 in property tax dollars. The maximum property tax dollars requested for fiscal year 2021 represents a 10.39% increase over the 2020 fiscal year and therefore requires a two-thirds majority vote of the City Council for approval.

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	ABSTAIN
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 24th day of February, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

Vactor (Freightliner) #2

\$459,009.00
\$99,009.00 trade in
\$360,000.00 net

Vactor (Peterbilt) #1

\$471,489.00
\$104,989.00 trade in
\$366,500.00 net

Vacall (Freightliner) #3

\$437,000
\$100,000 trade in
\$337,000 net

Price of Vactor after trade = \$ 360,000.00

Price of Vacall after trade = \$ 337,000.00

Difference = \$ 23,000 between Vacall and Vactor For Freightliner Chassis

Vactor Peterbilt already built/last year's pricing = additional 6,500.00 on top of the Vactor price.

Total = 366,500.00 (Available Immediately)

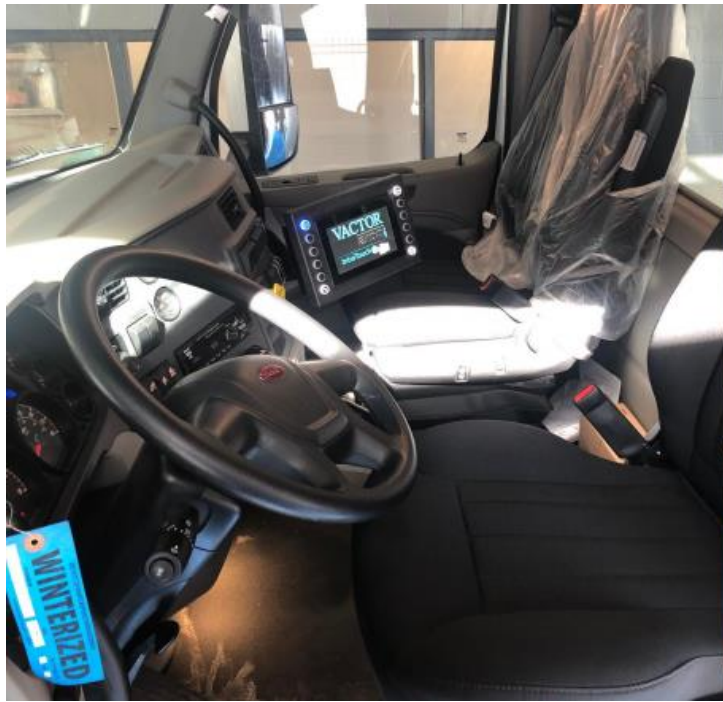
Vactor Truck

- Heavier chases
- 15 yard debris body
- 1000 gal more capacity
- Hydro excavating
- SS tank
- Class B CDL
- Higher resale value for used
- Alum rims
- Front mount
- Quieter truck
- 6 Toolboxes
- front/rear camera
- 10 yr warranty
- 15 ft extendable boom
- One-touch controls
- Service Provider located in Ankeny
- Lube manifold easier to maintain
- Unlimited training/ tech support

Vacall

12 yard debris body
1000 gals smaller
hydro-excavating
Alum tanks
Class B CDL
Lower resale value
Alum Rims
Rear mount
louder truck
4 Tool Boxes
Rear camera
Reel behind the truck
Service provider located in Hudson
Factory Training





February 18th, 2020

Dan Smith
City of Anamosa



Dan-

The attached proposal lists all the options that make up the combined purchase price.

Proposal includes: One (1) 2020 **Vactor 2100i** Combination Sewer Truck w/ Peterbilt Chassis to include your requirements.

Thank you for this opportunity to submit this proposal on behalf of your equipment needs.

Sincerely,



Mike Osler
District Sales Manager
MacQueen Equipment
515-864-8171



VACTOR Combination Sewer Cleaner Machine- Proposed Equipment List

Vactor 2100i Base Unit- Important Enhancements Highlighted in Green

Debris Body Options

15 cubic yd. debris body

Automatic Washout System

Flat Rear Door w/ Hydraulic Open and Close

6" butterfly valve/rear door Mounted at 3:00

6" butterfly valve/rear door Mounted at 6:00

Stainless Steel Standpipe Internal Body Drain

Folding pipe rack curbside and streetside

Splash Shield rear door

Lube Manifold- Ground level greasing

Deflector plate in debris body

2-Camera System, Rear & Hose Reel

Hydraulic Shut-off Valves

Vacuum System Options

824-18 Positive Displacement Blower

Front Hose Reel Engagement

Vertical Cyclonic Separators (4) Rear Discharge

Boom Options

10' x 15' Rapid Deployment Boom- Telescopic and Extendable

Rotatable Inlet Hose Assembly (Transition Hose)

Anti-Splash Valve

Joystick Control

Wireless Remote Control w/ Hose Reel Functions & 2-Way Digital Display

Water Pump Options

Vactor Single Piston Water Pump

Cold weather recirculation system

3" Y Strainer at Water Pump

Multi-Flow System 80 GPM & 2,500 PSI

Hydro-Excavation Kit w/ Rubber Tip Dig Tube, Heavy-Duty Digging Lances, Vertical Trigger, Two Nozzles,

Using Single Piston Water Pump 1-20 GPM

Rodder Pump Drain Valves

Front Hose Reel Options

Telescoping rotational hose reel 800' capacity w/ 600' of Hose

Auto level wind guide w/ indexing up/down to change of hose pitch

Digital Hose footage counter (Accurate within +/-2' in 600')

Digital Pressure Gauge

Digital Flow Meter in GPM

Digital Water Level Gauge

www.macqueengroup.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994

Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005



Water System Options

Stainless Steel Water Tanks- 1500 gallon

Hand gun cleaning system

Hand gun hose reel-spring retractable

Nozzles: 3 STD

3" Drain Valve at Water Pump

3" Y Strainer at fill

Chassis Engine Cooling Package

Tool Box Options- All Purpose Built Aluminum

2-Front Bumper Toolboxes

Curb Side Tool Box

2-Streetside Toolboxes

Behind Cab Toolbox

Other Options

Emergency Stop Controls- At all points of User Interface- Including Mid-Ship Curbside

22' Aluminum Pipe w/ CB Nozzle

Electronic Back-Up Alarm: STD

Additional 1" leader hose per foot (25')

Handlight w/ Front and Rear Bumper Plugs

LED Worklight(s) on boom, operator station

LED Stop, Turn, Tail and Clearance Lights: STD

10 LED Strobe Light System (8-Rear 2-Mid-Mount)

Safety Cone Storage Rack- Carry Cones on Truck Ready to Use

2020 Peterbilt 567 370 Hp, Automatic, Tandem Axle

BUDGET Pricing Summary

2020 VACTOR 2100i Combined Purchase Price: \$471,489.00*

-MINUS TRADE-IN 2008 VACALL W/ STERLING CHASSIS VIN #: 2FZHATDCX7AY64769: -\$104,989.00**

*Pricing per MNDOT State Bid Pricing

**Requires Valid, Non-Salvage, Vehicle Title, without Valid Title Trade-Off is Void.

NET PURCHASE PRICE: \$366,500.00

Pricing Includes:

Training: MacQueen Equipment will provide a minimum of 1 day or as much as two consecutive days of operator/maintenance training for city employees upon delivery of the unit on-site.

Factory Training: Dealer will also provide for unlimited city employees, mechanics training course (3-day factory led class at Vactor Mfg. at no course cost to the city, travel, meals, lodging not included).

Warranty: 1 Year Vactor Module, 2-Year Water Pump, 10-Year Debris Body, Lifetime Water Tanks

Availability: Truck listed is currently on-hold until March 13th for the City of Anamosa and could be delivered immediately.

Terms: Purchase requires Signed Purchase Agreement that outlines above listed specifications, pricing, and Terms of Sale.

Terms of Sale: \$25,000.00 Down Payment Due 30 Days After Delivery, Balance Due July 15th, 2020.

www.macqueengroup.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994
Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005

RESOLUTION NO. 2020-__

***RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR FULL TIME
WASTEWATER OPERATOR FOR THE FISCAL YEAR ENDING JUNE 30, 2020***

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

WHEREAS, one of the Wastewater Operator positions is currently vacant; and

WHEREAS, the Wastewater Superintendent has reviewed applications, conducted interviews, and is now recommending the candidate below for the position of Wastewater Trainee; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following hire be approved with an effective date of February 24, 2020:

Position	Employee Name	Hourly Wage
Wastewater Trainee	Rachel Neverman	\$17.00

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 24th day of February, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-__

RESOLUTION TO SET WAGES FOR PARKS AND RECREATION ASSISTANT DIRECTORS

WHEREAS, the Parks and Recreation Assistant Directors, like other employees, are currently scheduled for a raise upon the start of the 2021 fiscal year; and

WHEREAS, the salary test threshold under the Fair Labor Standards Act was increased effective on January 1, 2020; and

WHEREAS, the Parks and Recreation Assistant Directors are considered exempt from overtime required by the FLSA, but must meet or exceed the salary test threshold in order to qualify for that exemption;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, authorizes the raise scheduled for fiscal year 2021 to be provided early and thereby sets the below wages for the Parks and Recreation Assistant Directors, effective January 1, 2020, including all necessary back pay, until fiscal year 2022 when new annual raises will again be considered.

Position	Employee Name	Annual Salary
Parks and Recreation Assistant Director	Amber Hoyt	\$35,984
Parks and Recreation Assistant Director	Jared Zebuhr	\$35,984

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.

Council Member	AYE	NAY	ABSENT
CRUMP			
KAY SMITH			
MACHART			
ZUMBACH			
STOUT			
CAPRON			

PASSED AND APPROVED this 24th day of February, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-__

RESOLUTION TO SET WAGES FOR UTILITY BILLING CLERK

WHEREAS, the Utility Billing Clerk, like other employees, is currently scheduled for a raise upon the start of the 2021 fiscal year; and

WHEREAS, the Utility Billing Clerk has requested additional compensation due to additional stress due to turnover in the City Hall staff and increased complaints and rude behavior by customers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, authorizes the raise scheduled for fiscal year 2021 to be provided early and thereby sets the below wages for Linda Iben, Utility Billing Clerk, effective February 24, 2020 until fiscal year 2022 when new annual raises will again be considered.

Position	Employee Name	Hourly Wage
Utility Billing Clerk	Linda Iben	\$14.53/Hour

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.

Council Member	AYE	NAY	ABSENT
CRUMP			
SMITH			
MACHART			
ZUMBACH			
STOUT			
CAPRON			

PASSED AND APPROVED this 24th day of February, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: Tapkens Convenience Plus

TRADE NAME (DBA): Anamosa Travel Mart Inc.

STREET ADDRESS: 306 S Elm

PHONE (BUSINESS): 319-462-4241 HOME (OR CELL):

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

ANAMOSA POLICE DEPARTMENT

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


Police Chief

01/28/20
Date

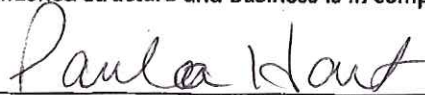
ANAMOSA FIRE DEPARTMENT: Fire Inspection Fee -- \$35.00, includes two inspections. Each inspection after that will be \$25 each. (Make check out to: City of Anamosa)


Fire Chief (or designee)

1-28-2020
Date

Environmental
JONES COUNTY HEALTH DEPARTMENT: (If applicable)

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


Jones County Health Official

2-19-20
Date

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall for the Council Meeting

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: Fernandez Inc.
TRADE NAME (DBA): La Hacienda Mexican Restaurant
STREET ADDRESS: 1304 E. 3rd St
PHONE (BUSINESS): 3194629083 HOME (OR CELL): 3199750784

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

ANAMOSA POLICE DEPARTMENT

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

[Signature] 02/17/20
Police Chief Date

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

[Signature] 2-7-2020
Fire Chief (or designee) Date

JONES COUNTY HEALTH DEPARTMENT: (If applicable)

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

[Signature] 2-8-20
Jones County Health Official Date

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall _____ for the _____ Council Meeting

City of Anamosa

Payments approved by City Council on February 24, 2020

February Library Payments

Vendor Name	Description	Amount
AMAZON	DVDS	328.62
BAKER & TAYLOR	BOOKS	817.29
BRAY ELECTRIC	ELECTRICAL DIGITAL SIGNI	5,218.65
CITIZENS SAVINGS BANK	DEPOSIT SLIPS	121.04
KEVIN'S A-1 VACCUM	VACUUM MAINT/SERVICE	75.00
KOCH BROTHERS	COPIER CONTRACT	355.07
LEAF	MONTHLY LEASE	96.00
MIDWEST TAPE	DIGITAL MATERIALS	91.86
NESPER SIGN ADVERTISING	OUTDOOR DIGITAL SIGN	11,232.00
OFFICE EXPRESS	COPY PAPER	32.90
VISA	3 YR DOMAIN NAME	38.85
WALMART COMMUNITY BRC	MOM/SON VALENTINE PARTY	272.90
WOODWARD COMMUNITY MEDIA	PROGRAM AD	41.00
	Final Totals...	18,721.18

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	18,629.32
09	LOCAL OPTION TAX	91.86
	TOTAL ALL FUNDS	18,721.18

February 24, 2020 Council Vouchers

Date Issued	Warrant	In Favor of	Check Amount	Description
2/24/2020	64839	ALL SECURE	75.00	FIRE ALSRM MONITOR
2/24/2020	64840	AMERICAN WATER WORKS	75.00	REGION 1 CONFERENCE
2/24/2020	64841	ANAMOSA ATHLETIC BOOSTERS	24.00	CONSESIONS
2/24/2020	64842	ANAMOSA CHAMBER OF COMMERCE	50.00	SHOPPING BOOK
2/24/2020	64843	ATLANTIC COCA-COLA	1,086.54	POP RESALE
2/24/2020	64844	BARRON MOTOR SUPPLY	44.79	BEARING SET/SWITCH
			83.08	LIGHTS/BRACKETS
	TOTAL **	64844	127.87	
2/24/2020	64845	BATTERIES PLUS BULBS	203.80	BATTERY BACK-UP
2/24/2020	64846	BLACK HILLS ENERGY	240.05	GAS SRVS PD
			338.33	GAS SRVS FD

			384.43	GAS SRVS STREETS
			31.54	GAS SRVS CITY HALL
			947.69	GAS SRVS LCC
			31.54	GAS SRVS POOL
			225.63	GAS SRVS WATER
			1,880.56	GAS SRVS WWTR
TOTAL **	64846		4,079.77	
2/24/2020	64847	BOOTS NURSERY, INC	70.00	CHRISTMAS TREE
2/24/2020	64848	BSN SPORTS	424.08	FLOOR TAPE
2/24/2020	64849	CENTRAL IOWA DISTRIBUTING	385.50	SUPPLIES
2/24/2020	64850	CENTURYLINK	207.16	PHONE SERVICE LCC
2/24/2020	64851	CHEM RIGHT LABORATORIES INC	85.00	BACTERIA TESTING
2/24/2020	64852	CHEMSEARCH	150.00	MIDGE FLY CONTROL
2/24/2020	64853	ELAN-CARDMEMBER SERVICE	848.00	TOOL BOX
			884.83	CORDLESS TOOLS
			79.99	LODGING
			110.00	REGISTRATION
			1,202.88	LODGING TRAINING
			120.00	WATER CERT-PAUSTIAN
TOTAL **	64853		3,245.70	
2/24/2020	64854	FAREWAY STORES, INC.	21.95	KOOLAIID/SUPPLIES
2/24/2020	64855	FUTURE LINE TRUCK BODIES	19.84	BACK UP ALARM
			989.24	CUTTING EDGE
TOTAL **	64855		1,009.08	
2/24/2020	64856	GOBLE/JAIMIE	48.99	REIMB OFFICE SUPPLIES
2/24/2020	64857	HACH COMPANY	67.44	CHEMICALS
2/24/2020	64858	HAWKINS, INC	175.50	CHLORINE CYLINDER
			6,083.95	TONKAZORB/C12
TOTAL **	64858		6,259.45	
2/24/2020	64859	INFRASTRUCTURE TECHNOLOGY SOLU	25.00	MONTHLY WEB HOST
2/24/2020	64860	IOWA ASSOC. OF MUNICIPAL UTIL.	921.00	WATER MEMBER DUES
2/24/2020	64861	IOWA DEPT OF NATURAL RESOURCES	60.00	EXAM FEE- YOUNG
2/24/2020	64862	IOWA MUNICIPAL FINANCE OFFICER	175.00	SPRING CONFERENCE
2/24/2020	64863	IOWA ONE CALL	75.70	NOTIFICATIONS
2/24/2020	64864	JOHN DEERE FINANCIAL	13.57	HARDWARE
			641.68	COMPRESSOR/TOOLS
			39.73	SUPPLIES
			54.39	WINTER JACKET

			7.68	CONNECTORS
			92.06	TRAILER HARDWARE
TOTAL **	64864		849.11	
2/24/2020	64865	JONES COUNTY AUDITOR	2,121.48	NOV REGULAR ELECTION
2/24/2020	64866	JONES COUNTY ENGINEER	200.88	FUEL FD
			2,399.15	FUEL RUT
			164.33	FUEL WATER
			135.72	FUEL WASTEWATER
			850.44	FUEL PD
TOTAL **	64866		3,750.52	
2/24/2020	64867	KONICA PREMIER FINANCE	151.64	COPIER CONTRACT
2/24/2020	64868	MAQUOKETA VALLEY ELECTRIC COOP	63.24	INDUSTRIAL PARK LIGHTS
2/24/2020	64869	MARTIN GARDNER ARCHITECTURE	3,150.00	DOWNTOWN REVIT
2/24/2020	64870	MCOTTO'S	221.13	PIZZA
			425.00	BREADSTICKS
TOTAL **	64870		646.13	
2/24/2020	64871	MEDIACOM	196.97	CABLE/INTERNET
			68.99	INTERNET SRVS WATER
			78.62	INTERNET SRVS FD
			144.40	INTERNET SRVS CITY HALL
TOTAL **	64871		488.98	
2/24/2020	64872	MENARDS	857.02	TOOLS
2/24/2020	64873	MHL SYSTEMS	1,715.00	PLOW BLADES
2/24/2020	64874	MINGER MOWING & LANDSCAPE, INC	367.00	SOD REPAIR
2/24/2020	64875	NORLIN/GREG	300.00	MAR:QUARRY LEASE
2/24/2020	64876	PLUNKETT'S PEST CONTROL	55.16	PEST CONTROL
2/24/2020	64877	PRULL FARMS	2,850.00	DUO LIFT TRAILER
2/24/2020	64878	RECREATIONAL MOTOR SPORTS	182.76	SHIPPING
2/24/2020	64879	RED'S SALES & SERVICE	247.50	TOW UNIT #3
2/24/2020	64880	STOREY KENWORTHY	113.22	COPY PAPER
2/24/2020	64881	THE HARTFORD	401.88	LIFE INS
2/24/2020	64882	TRANSWORLD NETWORK, CORP	10.95	LONG DIST PD
			68.28	LONG DIST CITY HALL
			6.08	LONG DIST LCC
			2.46	LONG DIST STREET
			1.23	LONG DIST FD
			1.23	LONG DIST POOL
			2.46	LONG DIST WATER

TOTAL **	64882	
2/24/2020	64883	TRUCK COUNTRY
2/24/2020	64884	WALMART COMMUNITY BRC

TOTAL **	64884	
2/24/2020	64885	WEBER STONE COMPANY
2/24/2020	64886	WENDL/STEVE
2/24/2020	64887	ZIPPY'S SALT BARN
2/24/2020	64888	5 STAR PLUMBING, INC

Total

FUND RECAP:

FUND	DESCRIPTION
01	GENERAL FUND
06	ROAD USE TAX FUND
09	LOCAL OPTION TAX
51	WATER FUND
52	WASTEWATER FUND
73	DOWNTOWN REVITALIZATION PROG
TOTAL	ALL FUNDS

1.23	LONG DIST WWTP
93.92	
29.16	HOOD DAMPER
650.12	SUPPLIES EVENTS
509.89	CLEANING SUPPLIES LCC
267.28	MAINT SUPPLIES LCC
134.63	REC EQUIPMENT/SUPPLIES
1,561.92	
95.76	ROCK
14.84	CASE
75.92	ICE MELT
79.99	BACKFLOW TEST
39,215.18	

DISBURSEMENTS

13,437.06
9,030.60
63.24
7,770.33
5,763.95
3,150.00
39,215.18