



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, JULY 27, 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/86481225283>

Join by Telephone
+1 312 626 6799
Meeting ID: 864 8122 5283

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) July 13, 2020 – Regular Council Meeting
- 5.0) PUBLIC HEARINGS:**
 - 5.1) PUBLIC HEARING ON PROPOSAL TO OF THE CITY COUNCIL TO SELL REAL PROPERTY DIRECTLY NORTH AND ADJACENT TO 216 E. MAIN, ALSO IDENTIFIED AS AUDITOR’S PARCEL NO. 0902353052
 - A) MAYOR OPENS PUBLIC HEARING
 - B) PROCEEDINGS
 - C) MOTION TO CLOSE THE PUBLIC HEARING
 - 5.2) **RESOLUTION** AUTHORIZING SALE OF PROPERTY SELL REAL PROPERTY DIRECTLY NORTH AND ADJACENT TO 216 E. MAIN, ALSO IDENTIFIED AS AUDITOR’S PARCEL NO. 0902353052
- 6.0) PROCLAMATIONS: NONE**
- 7.0) OLD BUSINESS:**
 - 7.1) **DISCUSSION** AND POSSIBLE ACTION ON THE INTERIM FULFILLMENT OF ADMINISTRATIVE DUTIES AND RESPONSIBILITIES.
- 8.0) NEW BUSINESS**
 - 8.1) **DISCUSSION** AND POSSIBLE ACTION ON ANAMOSA PROPOSED WELL 6 FUNDING APPLICATION FORM AND DRAFT SCOPE OF SERVICES AGREEMENT(Andrew Marsh, HR Green)
 - 8.2) **DISCUSSION** AND POSSIBLE ACTION ON APPLICATION FOR A \$100,000 REAP GRANT FOR THE FINAL PHASE OF THE WAPSIPINICON TRAIL (Derek Lumsden-JCED)

- 8.3) **DISCUSSION** AND POSSIBLE ACTION REGARDING A LIONS CLUB IN ANAMOSA (Chester Stanfield, Terry Durham, Jerry Inman)
- 8.4) **RESOLUTION** AMENDING PERSONNEL POLICIES RELATED TO STANDBY PAY FOR WATER AND WASTEWATER UTILITIES (Dan Smith, Wastewater Superintendent)
- 8.5) **DISCUSSION** AND POSSIBLE ACTION ON PROPOSAL BY VISU-SEWER FOR MANHOLE REHABILITATION AND LIFT STATION GROUTING (Dan Smith, Wastewater Superintendent)
- 8.6) **RESOLUTION** APPROVING AND AUTHORIZING USERS AND ADMINISTRATORS FOR THE CITY OF ANAMOSA, IOWA VENDOR ACCOUNTS. **ROLL VOTE.**
- 8.7) **RESOLUTION** APPROVING THE APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES TO FILL TERM ENDING JUNE 30, 2023
- 8.8) **RESOLUTION** AUTHORIZING THE TRANSFER OF FUNDS FROM THE LIBRARY MONEY MARKET FUND (01.31.11105) TO THE GENERAL LIBRARY SUB-FUND (01.31.11100) IN THE AMOUNT OF \$17,247.97
- 8.9) **RENEWAL** OF LIQUOR LICENSE– AMERICINN LODGE AND SUITES.
- 8.10) **REVIEW** AND APPROVAL OF CURRENT BILLS.
- 8.11) **REVIEW** AND APPROVAL OF JUNE 30, 2020 TREASURERS REPORT
- 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

July, 13, 2020

The City Council of the City of Anamosa met in Regular Session July 13, 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, Alan Zumbach, Jeff Stout, Kay Smith, and Galen Capron. Absent: None. Also present were Jacob Sheridan, City Administrator; Beth Brincks, City Clerk; Rebecca Vernon, Library Director. 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.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting. The Mayor stated that since all Council Members were present votes will resume normal procedures.

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

Motion by Smith, second by Crump to approve the minutes of the June 22, 2020 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Crump to approve the minutes of the July 7, 2020 Special City Council meeting. Ayes: all. Nays: none. Motion carried.

The Mayor opened the discussion regarding the building sewer violation at 402 N Williams Street. He asked if everyone had read the memo regarding the matter and the options for City participation in the remedy. Patrick O'Connell stated that he had contacted the Seeley's about the meeting. Cody Seeley spoke on his parents behalf. He does not believe it is inappropriate for his parents' sewer to connect with the neighbor's line. This line does have the Seeley's sewage running into a line in the basement of the neighbor's house. Seeley stated that the neighbor, Dan Smith, knew the line was there and intentionally removed the Seeley's connection from his line. Dan Smith stated that he is concerned with health and safety issues due to this connection. He was not aware of the connection and was having his line replaced when it was discovered. Zumbach explained the Ordinance and that now that it is a known issue it must be corrected. The Mayor stated that Seeley is making assumptions. He also stated that the City and the taxpayers will incur this expense for a main serving one citizen's line. It is being more than fair. O'Connell stated that the Council is not ignorant of the facts and will likely prevail in court. It will be a costly battle for both sides. Council is trying to come up with a solution. Motion by Smith, second by Crump to approve Option 1 as proposed. Option 1: Extend an 8-inch gravity sewer south from MH 175 (Williams/Pine) within the east ROW of Williams St for approximately 115 LF with clean out on the end. This work includes a connection to the existing manhole, trenchless or trenched construction within ROW, and street patching. Cost Estimate: \$25,000. Roll Vote: Ayes: Machart, Zumbach, Stout, Capron, Smith, and Crump.

Nays: none. Motion carried. The Seeley's will need to obtain estimates for their private line installation from the main the City installs. This project will be completed in 2-3 weeks time.

Motion by Crump, second by Machart to approve the Third and Final Reading of Ordinance 942 amending Chapter 4 (Municipal Infractions), Chapter 51 (Junk, Junk Vehicles & Outdoor Storage of Vehicles), Chapter 52 (Lawn Maintenance) And Chapter 145 (Dangerous Buildings) And Repealing/Replacing Chapter 50 (Nuisance Abatement Procedure) of The City Code of Ordinances. Ayes: Zumbach, Stout, Smith, Crump, Machart, and Capron. Nays: none. Motion Carried.

Motion by Crump, second by Machart to approve the Third and Final Reading of Ordinance 943 amending Chapter 1, as well as various penalty provisions of the Anamosa, Iowa Code of Ordinances. This change removes the criminal charge and imprisonment language. Ayes: Stout, Smith, Crump, Zumbach, Capron, and Machart. Nays: none. Motion Carried.

Motion by Capron, Second by Zumbach to approve the Resolution amending the City of Anamosa's personnel policies. Smith commented that the document had removed the safety section but gave no direction as to where it was not located. Document is wordy and difficult. Roll vote: Ayes: Zumbach, Stout, and Capron. Nays: Crump, Smith, and Machart. Motion dies for lack of a majority.

Motion by Zumbach, second by Smith to table the Resolution amending contributions to outside agencies as established in Resolution 2020-11 until the first meeting in September. This issue has come forward due to the projected decreased revenues received through Hotel/Motel taxes in the coming Fiscal Year 2021. Sheridan was in contact with the agencies and several were understanding and gave funding reductions that could be made. First quarter numbers will be available in August for the Hotel/Motel Tax Funds. Agencies will also receive a letter stating the issues with funding. Ayes: Capron, Smith, Crump, Zumbach, Machart, and Stout. Nays: none. Motion Carried.

Wastewater Superintendent, Dan Smith, explained the failure of the warning/back-up system at the 2nd Street Lift Station. He stated that the pumps were not running when he arrived. They were turned on and the system began pumping again. A new Mission Control System has been ordered and will offer more protection. Curtis Jones who lives across the street from the lift station stated that he did have some back-up in his basement but it was in an unfinished area and nothing was damaged. He did have backflow prevention but has found out that it was damaged and possibly not installed correctly. Smith will be looking to install this new backup system on the other lift stations as well.

Motion by Smith, second by Zumbach to approve Resolution 2020-33 approving the hiring and setting salary for two full time Patrol Officers for the Anamosa Police Department for Fiscal Year Ending June 30, 2021. Roll vote: Ayes: Crump, Machart, Zumbach, Stout, and Smith. Nays: Capron. Motion Carried.

Motion by Crump, second by Smith to approve Resolution 2020-34 adopting the Jones County Multi-Jurisdictional Local Hazard Mitigation Plan. Roll vote: Ayes: Machart, Smith, Zumbach, Stout, Capron, and Crump. Nays: none. Motion Carried.

Motion by Crump, second by Zumbach to approve the amendment to Water Treatment Plant Expansion Contract between the City of Anamosa and Calacci Construction Company. Sheridan explained that this finalizes the agreement with Calacci. As per the agreement the subcontractors have been paid and this amends and closes the contract. Ayes: all. Nays: none. Motion Carried.

Motion by Smith, second by Capron to approve Resolution 2020-35 setting Public Hearing for July 27, 202 at 6:00 pm on proposal to sell real property directly north and adjacent to 216 E. Main Street, Anamosa, Iowa. This hearing will be held at the Anamosa Library and Learning Center during the Regular City Council Meeting. Crump asked about the \$1.00 per sq. ft. price. Sheridan stated that his was a negotiated price. He also stated that this would remove the City from any claim to the parcel that has its ownership in question adjacent to this section. Stout also questioned the price and if there will be any fines or if he will be paying legal costs. Sheridan stated that he has paid court costs and survey up to this point. Crump would also like to see a penalty. Roll vote: Ayes: Zumbach, Stout, Machart, Smith, Crump, and Capron. Nays: none. Motion Carried.

Sheridan gave an overview of a discussion he has had with an artist's representative for art loans and donations for display in public buildings. Zumbach stated that artists can donate if they want. Once donated it belongs to the City and can be displayed as chosen. Jacob will pass on the information if they would like to pursue the opportunity.

The Mayor informed the Council of the material form the Hometown Pride Meeting and the possible acquisition of the God Bless America Sculpture. The City would end up taking ownership of the sculpture and be responsible for maintenance and insurance. There will be need to be more fund raising and planning at this point and it will come back to Council then.

Motion by Crump, second by Stout to approve the application by Carter Balentine to join the Anamosa Volunteer Fire Department. Aye: all. Nays: none. Motion carried.

The Mayor Led off the discussion of the closing of Old Dubuque Rd at the intersection of Highway 151. The Board of Supervisors have already voted to close their portion of this intersection. The DOT will be working with the City and County for funding for the closure expense. The City and County will do maintenance as they have been. The closure will consist of a gate at this time in order to have emergency access if needed. Snow removal will need to be worked out. Bill Goodman and Conrad Shada spoke out against the closure. Sheriff Graver and Bryce Ricklefs spoke in favor of the closure. It is a safety issue. The DOT will move ahead with a more invasive closure if no action is taken. This is one step and it will keep the access to 140th Street open for a while longer. Motion by Capron, second by Stout to close the Old Dubuque Road intersection with Highway 151. This closure will take place on or around August 3, 2020. Ayes: all. Nays: none. Motion carried.

The Mayor led off the discussion of the possible hiring of an Interim City Administrator. Council has received a proposal from a consultant who would work 2-3 days per week. The city may also reach out to Pat Callahan. He has familiarity and is local. There will also be discussion of having the City Clerk act as interim and hire help temporarily at City Hall to assist. This will be on next agenda after more information is available.

Motion by Crump, second by Machart to approve the Liquor License renewal for Casey's General Store #2690. Ayes: all. Nays: none. Motion carried.

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

City Administrators Report: Sheridan reported he is will be wrapping things up over the next week and compiling info on ongoing projects.

Mayor and Council Reports: The Mayor thanked Jacob for his 21/2 years of service to the City. His resignation is effective Friday. Best of luck with future endeavors.
Zumbach reported that senior dining is working on the tile floors and delivering meals.
Stout reported that Park/Rec is working on maintenance items. Pump room work will be done in August, slide painted and sealed, and gutter work done yet this year.

Public with business with the council on items not on the agenda: There were no public comments at this time.

Motion by Crump, second by Machart to adjourn. Ayes: all. Nays: none. Motion Carried.
Meeting adjourned at 9:25 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is entered by and between the **CITY OF ANAMOSA, IOWA**, an Iowa municipal corporation (“SELLER”), and **RONALD DEAN WOOD** (“BUYER”), as of the date of last signature set forth below (“Effective Date”).

SELLER is the owner of real property (“Property”) situated in the City of Anamosa, Jones County, Iowa, identified as Auditor’s Parcel No. 0902353052, and legally described as follows:

A portion of the Parcel 2016-79 as recorded in Jones County Recorder’s Office Instrument # 2016-3719 lying in the SW 1/4 SW 1/4 of Section 2, T. 84 N., R. 4 W., of the 5th P.M., Jones County, Iowa, described as follows:

Commencing at the NW corner of Parcel 2016-79; thence S00°30’36”E – 30.00 feet along the west line of said Parcel 2016-79; thence S75°21’32”E – 218.27 feet along the south line of said Parcel 2016-79 to the Point of Beginning of Parcel 2019-01 herein described: thence N01°14’21”W – 15.94 feet; thence S89°09’16”E – 45.01 feet to the northwest corner of Parcel 2006-131 as recorded in Jones County Recorder’s Office Plat Book Q – Page 249; thence S01°14’44”E – 27.10 feet along the west line of said Parcel 2006-131; thence N75°21’30”W – 46.77 feet along the said south line of Parcel 2016-79 to the Point of Beginning. Said Parcel contains 968 square feet.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be Nine Hundred Sixty-Eight and 00/100 Dollars (\$968.00) upon performance of SELLER’S obligations and satisfaction of BUYER’S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **REAL ESTATE TAXES.** SELLER is an Iowa municipal corporation and the Property is exempt from real estate taxes. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation and the Property is exempt from special assessments. BUYER shall pay all subsequent special assessments to the extent required by law.

4. **RISK OF LOSS AND INSURANCE.** BUYER shall bear all risk of loss or damage to the Property prior to closing or possession, whichever first occurs.

5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on such date and at such time as the parties may mutually agree, but not later than September 1, 2020.

6. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

7. **ABSTRACT AND TITLE.** BUYER, at its expense, may obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and BUYER'S attorney may, at BUYER'S expense, examine the abstract after it is continued through the date of acceptance. If BUYER'S title opinion does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

8. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by SELLER at SELLER'S expense.

9. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

10. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

11. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any. BUYER shall not be required to complete the purchase of the Property, as otherwise contemplated by this Agreement, absent the satisfaction of all such liens.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

17. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

18. **APPROVAL BY CITY COUNCIL.** In the performance of this Agreement, SELLER as an Iowa municipal corporation, shall take all action legally required of a municipal

corporation relative to the purchase of real property including but not limited to considering required resolutions. This Agreement shall be expressly contingent upon approval by the City Council for Anamosa, Iowa.

19. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. **ADDITIONAL PROVISIONS.** There is situated between the Property and BUYER'S existing real property, locally known as 216 E. Main Street, an irregularly shaped parcel of real property of unknown ownership, identified as Auditor's Parcel No. 0902353054, and legally described as follows:

A portion of the SW 1/4 SW 1/4 of Section 2, T. 84 N., R. 4 W., of the 5th P.M., Jones County, Iowa, described as follows:

Commencing at the NW corner of Parcel 2016-79 as recorded in Jones County Recorder's Office instrument # 2016-3719; thence S00°30'36"E – 30.00 feet along the west line of said Parcel 2016-79; thence S75°21'32"E – 218.27 feet along the south line of said Parcel 2016-79 to the Point of Beginning of Parcel 2019-82 herein described: thence S01°18'28"E – 9.00 feet to the NW corner of Parcel Y as recorded in Jones County Recorder's Office Plat Book K – Page 155; thence S86°24'52"E – 45.13 feet along the north line of said Parcel Y; thence N75°21'30"W – 46.77 feet along the said south line of said Parcel 2016-79 to the Point of Beginning. Said Parcel contains 202 square feet.

SELLER agrees to transfer to BUYER, via Quit Claim prepared by SELLER at SELLER'S expense, any interest SELLER may have in the same.

21. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

BUYER

RONALD DEAN WOOD

Dated this _____ day of _____ 2020.

Ronald Dean Wood

Address: 9941 Forest Chapel Road
Anamosa, Iowa 52205

Telephone: (____) ____ - ____

SELLER

CITY OF ANAMOSA, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____ 2020.

By: _____
Rod Smith, Mayor

Attest:

Beth Brinks, City Clerk

Address: Anamosa City Hall
107 South Ford Street
Anamosa, Iowa 52205

Telephone: (319) 462-6055

RESOLUTION NO. 2020 - ____

RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

WHEREAS, the City of Anamosa, Iowa, is the owner of the real property ("Property") legally described in the proposed Purchase Agreement, attached hereto, and incorporated herein by this reference; and

WHEREAS, the proposed sale of the Property to Ronald Dean Wood, subject to the terms, conditions, and consideration set forth in the Purchase Agreement, was considered at a public hearing duly noticed as prescribed by Iowa law held on the 27th day of July 2020 for purposes of obtaining public input.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANAMOSA IOWA, AS FOLLOWS:

SECTION 1: *Finding:* The Property is not needed for present or anticipated future public use and its maintenance at public expense is, accordingly, no longer justified.

SECTION 2: *Authorization and Approval:* The sale of the Property subject to the terms, conditions, and consideration set forth in the Purchase Agreement is declared to be in the best interest of the public and is hereby authorized and approved.

SECTION 2: *Execution:* The Mayor's execution and City Clerk's attestation of the Purchase Agreement are hereby ratified and the Mayor and City Clerk are further authorized and directed to execute and attest, respectively, Quit Claim Deeds and any such further documentation as may be required to comply with the terms of the Purchase Agreement and to complete the conveyance of the Property as set forth in the Purchase Agreement on behalf of the City of Anamosa, Iowa.

SECTION 3: *When Effective.* This Resolution shall be effective upon its passage and approval as provided by law.

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 _____ day of _____ 2020.

CITY OF ANAMOSA, IOWA

Rod Smith, Mayor

ATTEST:

Beth Brinks, City Clerk

**DRINKING WATER STATE REVOLVING FUND
INTENDED USE PLAN (IUP) APPLICATION FORM**



This form may be used to apply for inclusion on the project priority list of the Drinking Water SRF IUP at the time the Preliminary Engineering Report is submitted. IUPs are developed on an annual basis with quarterly updates as needed. **This form is not an application for a loan.** SRF loan application materials may be obtained at www.iowasrf.com. The loan application should not be completed until after bids have been received.

Instructions:

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter n/a for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records, submit a copy to your engineer, and submit the signed form to the following e-mail address: srf-iup@dnr.iowa.gov

For more information about the Drinking Water SRF IUP Application, contact Theresa Enright at 515-725-0498 or Theresa.enright@dnr.iowa.gov

Section 1: Applicant Information

Applicant Name: City of Anamosa

Applicant Address: 107 S Ford Street

City: Anamosa State: IA Zip: 52205

Authorized Representative: Jacob Sheridan

Telephone Number: 319-462-6055 E-mail: jacob.sheridan@anamosa-ia.org

Signature: _____ Title: City Administrator

*DUNS Number: 057915183

Consulting Engineer: Joshua Scanlon, P.E.

Firm: HR Green, Inc.

Telephone Number: 319-841-4383 E-mail: jscanlon@hrgreen.com

Population Served: Community: 5,500 Service Area: _____

Number of Service Connections: 1,970

***Please note:** The Dun and Bradstreet Number (DUNS) was collected as part of EPA 4700-4 form. That form is no longer required for SRF applicants. If the Owner does not have a DUNS number, request one at <http://fedgov.dnb.com/webform>. While loan recipients do not have to fill out the form, it is important to note that they are still required to comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FOR SRF USE ONLY

PWSID Number: _____

Date Received: _____

DWSRF Number: _____

County: _____

Profit Status of the System (for Nontransient Noncommunity systems only):
Check one:
☒ Not for profit system
☐ Profit System

Percentage of Population meeting LMI criteria: _____ %

Method of determining percentage LMI
Check one:
☐ 2006-2010 American Community Survey Data
☐ Income survey (if checked, list party that conducted survey)

Please note: Extended term financing (up to 30 years) is now available to all projects based on the weighted average useful life of the project components. It is no longer only available to disadvantaged communities.

Are you interested in an extended loan term?
☒ Yes
No

See Exhibit 8 - DWSRF Extended Term Worksheet

Anticipated final plans and specifications submittal date: May 2021

Anticipated construction start date: July 2021

Section 2: Brief Project Summary (Attach additional pages if necessary.)

Describe the reasons for the proposed project: (i.e. specific water quality problem or system improvement)

The project will include a new Jordan well to provide a long-term replacement for one of the City's existing wells.

Describe the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)

The project will include a new Jordan well at a separate site in order to provide sufficient legal control, a raw water main to supply the existing Water Treatment Plant, electrical improvements, and associated site work.

Which other funding programs are you considering to assist in completion of this project? (Check all that apply)

- ☐ Community Development Block Grant (CDBG)
- ☐ Rural Development Grant and/or Loan
- ☐ Clean Water State Revolving Fund (for water system waste treatment projects)
- ☐ Reserve Funds
- ☐ Other: _____

Does your project involve a consolidation of two or more water systems? (Check one)

- ☐ Yes
- ☒ No

If Yes, list systems and populations served: _____

Section 3: Project Cost

Cost Category	Estimated Total Cost in \$
Legal Expenses	
Land and Easements	+
Engineering Planning Fees	+
Engineering Design Fees	+
Engineering Construction Fees	+
Construction	+ 2,350,000
Equipment	+
Other:	+
Other:	+
PROJECT SUBTOTAL	=
Contingencies	+ 450,000
Planning and design loan proceeds, if rolling into construction loan	+
Less Any Funds Requested from Other Sources	-
LOAN SUBTOTAL	=
Loan Initiation Fee (Loan Subtotal x .005)	+
TOTAL IUP REQUEST (Round to the nearest \$1,000)	=

*Supporting materials may be requested to document funding requests and system needs.

Section 4: Consultants*

Bond Counsel Firm:

Contact Person:

Mailing Address:

City: State: Zip:

Telephone Number: E-mail:

Municipal Advisor Firm:

Contact Person:

Mailing Address:

City: State: Zip:

Telephone Number: E-mail:

*Please provide these contacts if known at the time of application. The requirement to engage a [Municipal \(Financial\) Advisor](#) is new to SRF for projects starting in fiscal year 2015.

Please include the following items with your application:

☐ Two official copies of the Preliminary Engineering Report, if not already submitted.

If already submitted, date submitted: _____

☐ Completed Viability Assessment Manual, available for download on our website at <http://www.iowadnr.gov/Environmental-Protection/Water-Quality/Water-Supply-Engineering/Viability-Capacity-Dev>

Please note: Complete applications must be postmarked by the deadline date listed at

http://www.iowasrf.com/program/drinking_water_loan_program/drinking_water_intended_use_plan_iup_information.cfm.

Section 5: Acquisition of Property by SRF Applicants

Note: Purchase of land may be eligible under the Drinking Water SRF. Please check with your project manager to confirm.

US ENVIRONMENTAL PROTECTION AGENCY
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The _____ (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
 - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
 - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
 - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
 - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
 - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
2. For projects resulting in the acquisition of real property:
 - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
 - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
 - c. It will make every effort to acquire real property expeditiously through negotiation.
 - d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
 - e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
 - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
 - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
 - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

(Legal Name of Applicant)

By _____
(Signature of Authorized Representative)

(Date)



PROFESSIONAL SERVICES AGREEMENT

For

**New Jordan Well No. 6
Design and Bid Phase Services**

Beth Brincks, City Clerk
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205
319-462-6055

Andrew Marsh
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
190261

July 15, 2020

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THIS **AGREEMENT** is between the City of Anamosa (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The City of Anamosa public drinking water system is currently served by two wells. Each well has approximately 700 gallons per minute (gpm) capacity. Well 4, located on the Water Treatment Plant site was constructed in 1969. Well 5 is located on Liberty Street east of North Division Street. There are two issues with the existing Well 4. First, the age of the well. Generally, a 40- to 50-year life expectancy is anticipated for a well. Well 4 has been in service for 51 years. The process of siting, permitting, design, bidding and constructing a new well, the time needed to put a new well in service, can be lengthy. For a well of this type, the design, permitting, bidding and construction may take approximately two years. If the current well 4, already beyond its design life, fails it will take approximately two years to go through the process of replacing it. That is why the City is beginning the process of siting, permitting, designing, and constructing a new well now. The second issue with well 4 is regarding source water protection. The City is required to have legal control of a 200' radius around the site of a new well. This is required for new wells to avoid things such as fertilizer, pesticides, etc. contamination new wells. Therefore, the new well cannot be located next to the existing well 4 since there are neighbors very close by (no 200' of legal control of the land possible).

The City and HR Green have completed a well siting study for the well to replace well 4. Several different sites were evaluated and considered. The preferred site is immediately to the west of the Water Treatment Plant. The City has conducted a survey of this parcel and an appraisal has been conducted on the land. The City is currently in negotiation with the landowner to buy and/or long-term lease (i.e. 50+ years) the land needed for the new well and achieve the desired 200' of legal control for the well. If the City is unsuccessful in its negotiation with the current landowner, the fall back/alternate site is the City owned Remley Woods Park site southeast of the water treatment plant. The Remley Woods site, while owned by the City already and providing 200' of legal control, has very mature trees that the City would like to leave intact and has a more expensive raw water main back to the water treatment plant from the proposed well location (by comparison to the preferred well site). Another consideration in siting new wells is the proximity to the other operating wells. The alternate site in Remley Woods does begin to encroach more on the cone of depression of Well 5 and maximizing the separation distance between the two wells is preferred.

Therefore, the City would like to begin the process of siting a new well to serve the City of Anamosa drinking water system with the required 200' of legal control. While the City has not yet secured the property, they are currently in negotiation and given the time to design, permit, bid and construct a new well, the City would like to begin the process immediately.

The new well is anticipated to be a submersible style with a capacity of approximately 700 gallons per minute (gpm). A buried raw water pipeline approximately 500 feet in length will be constructed to connect the new well to the existing detention tank and treatment plant facilities. All electrical equipment and gear will be located on the WTP site in order to

minimize above-grade facilities located on the well site. An access road will be provided to the submersible well's pitless unit to provide access for initial construction and maintenance.

This contract includes preliminary (50%) design, State Revolving Fund (SRF) loan assistance, and associated permitting. The final design, bidding, and construction administration services will be added by amendment at a later date. This phased approach will allow the City to progress the project and begin applications to the SRF program to secure a funding source, while allowing flexibility for final implementation and scheduling of the construction project.

1.2 Design Criteria/Assumptions

- The project will be designed and bid as two (2) construction packages in order to facilitate the type of construction and minimize contractor markup. The well drilling and development requires specialized contractors that have equipment capable of completing deep Jordan aquifer wells. A dedicated well drilling bid package will be developed to allow a well driller to first complete this work. A separate well equipment and site development package will be developed that will include the well pump, raw water main, electrical equipment and modifications, access road, and miscellaneous site work. This second package will be suited for a traditional General Contractor and associated subcontractors to be completed after the well drilling is complete. By splitting this work into separate bid packages, the City is anticipated to save approximately 5-10% of the overall construction costs by eliminating a General Contractor markup on the well drilling work. The two bid packages will be designed simultaneously in parallel.
- COMPANY will assist the CLIENT with the Drinking Water State Revolving Fund (DWSRF) Loan process for drinking water well construction projects. This will allow the CLIENT access to the low interest loan process. The CLIENT understands the Davis-Bacon wage rates, American Iron and Steel, etc. requirements of the SRF process all impact the project construction cost. The CLIENT can reevaluate the SRF process at the conclusion of the design before making a final decision regarding remaining in the SRF program or exiting the program and financing the capital project by other means such as a local bank loan. The CLIENT will be responsible for comparing the SRF loan costs vs. interest rate benefits at the conclusion of the design phase.
- HR Green standard technical and front-end specifications will be used.
- This project will utilize the Recommended Standards for Water Works, 2012 Edition (aka Ten State Standards) and applicable portions of the Iowa Administrative Code, which are the design standards for the Iowa Department of Natural Resources.
- The project be designed with the following Codes:
 - State of Iowa Building Code (2015 International Building Code)
 - State of Iowa Fire Code (2015 International Fire Code)
 - National Electric Code, Most Recent Version (2020 Edition)
 - State of Iowa Mechanical Code
 - Uniform Plumbing Code, 2018 Edition

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task Phase 1000: Preliminary and General Work

1. Attend one (1) kickoff meeting with CLIENT to review and confirm the project approach and schedule.
2. Hold internal kickoff meeting with HR Green staff and subconsultants to set project goals, deadlines, and direction.
3. Collect maps, drawings, specifications, reports, water quantity/quality data, and other pertinent information from CLIENT and COMPANY records.
4. Hold regularly-scheduled internal progress meetings with HR Green staff and subconsultants to address coordination items, project status, and keep project on schedule.
5. Provide project management throughout the duration of the project. The project duration through bidding is anticipated to be 6 months.

Task Phase 2000: DWSRF Loan and Permitting Coordination

6. Assist CLIENT with preparation of an Intended Use Plan (IUP) application and submit to DNR staff for approval. City staff to complete the Viability Self-Assessment that accompanies the IUP application. Submit the previously completed Condition Assessment and Well Siting studies for approval for justification of the project.
7. Upon IUP approval, prepare Environmental Review checklist and submit to DNR staff.
8. Attend one (1) project initiation meeting with Iowa DNR and CLIENT per the Iowa DNR Water Supply permitting process.
9. Complete a wetland delineation using methods identified in the Corps of Engineers Wetland Delineation Manual and Midwest supplement. The results will be summarized in a report. The site has the potential for a seep wetland which could require an individual Section 401 Water Quality Certification from Iowa DNR. The state Individual 401 certification may include special conditions to protect the seep wetland, if present.
10. Prepare and submit a Well Site Approval Permit to the Iowa DNR.
11. Prepare and submit an update to the City's Water Use Allocation Permit with the Iowa DNR.
12. Determine and coordinate permitting requirements associated with the Environmental Review process, anticipated to include a joint DNR Sovereign Lands, DNR Floodplain, and Army Corps of Engineers Section 404 Permit.

13. Prepare DWSRF Environmental Review Public Notice for CLIENT to publish in a local newspaper. The CLIENT shall be responsible for publication/posting of the required 30-day notice and all related costs.
14. Attend one (1) Public Hearing Meeting per the Iowa DNR Water Supply permitting process as part of the Iowa DWSRF program requirements. The COMPANY shall assist the CLIENT with scheduling of the public hearing. The official transcript of the meeting recorded by the CLIENT shall be used as required meeting minutes for submittal to the Iowa DNR.
15. Collect proof of SRF Environmental Public Notification and Associated Public Hearing meeting minutes and submit documentation to Iowa DNR/Iowa Finance Authority (IFA) staff.
16. Provide correspondence and coordination with Iowa DNR/IFA staff through closing of the SRF loan.

Task Phase 3000: Preliminary Design Services

17. Perform design survey services for the new well site, anticipated to include the following:
 - a. Preparation of an acquisition plat signed by a Licensed Surveyor.
 - b. Topographic, utility, and boundary survey of the well site.
18. Prepare preliminary (50%) construction drawings for the (2) construction bid packages as follows:

Bid Package 1: Well Drilling

- | | |
|------|---|
| G.00 | Cover Sheet, Vicinity Map |
| G.01 | Sheet Index, Location Map, and Survey Control |
| G.02 | Legends, Abbreviations, and General Notes |
| C.01 | Site Layout and Erosion Control Plan |
| C.02 | Well Plan and Details |
| C.03 | Well Section and Details |
| C.04 | Standard Details |

Bid Package 2: Well Equipment and Pipeline

- | | |
|-------|---|
| G.00 | Cover Sheet, Vicinity Map |
| G.01 | Sheet Index, Location Map, and Survey Control |
| G.02 | Legends, Abbreviations, and General Notes |
| C.01 | Site Layout |
| C.02 | Raw Water Main Plan & Profile |
| C.03 | Water Main Connection Details |
| C.04 | Standard Details |
| E.01 | Electrical Site Plan |
| E.02 | One-Line Diagram, Details, and Schedules |
| IC.01 | Well Control Schematic and Details |

19. Prepare construction specifications for the (2) bid packages, which is anticipated to include major equipment and well drilling specifications. Final technical specifications and HR Green standard front-end documents will be prepared as part of final design.
20. Conduct one (1) project status meetings between CLIENT and COMPANY staff to review the completed work and documents, discuss the scope and schedule of remaining work, and received comments from CLIENT to be incorporated. Project status meetings will be conducted at the 50% completion milestone. Project status meetings will be used to discuss the (2) bid packages concurrently.
21. Prepare an opinion of probable construction cost at the 50% review meetings.
22. Perform internal QA/QC review of the drawings, specifications, and contract documents at the 50% completion milestones.

3.0 Deliverables and Schedules Included in this Agreement

The following schedule was developed assuming a Notice to Proceed issued by CLIENT at its July 27, 2020 Council Meeting:

Notice to Proceed	July 28, 2020
Project Initiation/Kickoff Meeting	Week of August 3, 2020
Complete Environmental and Site Survey	August 21, 2020
IUP Application to DNR/SRF	August 28, 2020
Preliminary (50% Complete) Documents to CLIENT	November 13, 2020
Preliminary (50%) Review Meeting with CLIENT	Week of November 16, 2020
Anticipated IUP Approval/Begin of SRF Environmental Review	December 15, 2020

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Preparation of a Preliminary Engineering Report.
2. Geotechnical or hydrogeological borings, tests, studies, and reports.
3. Aquifer testing or groundwater modeling.
4. Design of a well house and associated process piping and treatment.
5. Additional surveying services not specifically identified above in the Scope of Services.
6. Preparation of plats, deeds, easements, or other documents unless specifically identified above in the Scope of Services.
7. Property acquisition negotiations with landowners.
8. Legal services of any kind.

9. Archeological, historical, or cultural resources investigations, assessments, test, studies, and reports.
10. Floodplain and floodway investigations, assessments, tests, studies, and reports.
11. Additional meetings with local, State, or Federal agencies beyond those listed above in the Scope of Services to discuss the project.
12. Appearances at public meetings and hearings, unless specifically identified above in the Scope of Services.
13. Additional meetings with Owner and/or City Council.
14. Modifications to the existing Water Treatment Plant, other than as required to connect the new raw water main and electrical service to the new well.
15. NPDES General Permit No. 6 for the Well Water Pollution Prevention Plan.
16. Preparation of City Building Permits.
17. Funding applications to federal, state, and local agencies.
18. Final design phase services.
19. Bidding phase services.
20. Construction phase administration and observation services.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

COMPANY will provide subconsultants as needed for survey and hydrogeological services.

6.0 Client Responsibilities

The CLIENT staff shall provide the following items:

- Meet with COMPANY at listed meeting milestones to review project status.
- Review and comment on design and construction schedule.
- Identify any preferences for materials. Discuss previous experience with Jordan well pumps' design that can be incorporated or avoided during this design.
- Work closely with COMPANY to provide direction relative to system requirements.
- Assist COMPANY with information for permit applications. Provide fees for all permits submitted.
- Participate in site visits and progress meetings as necessary.
- CLIENT will negotiate and secure property access for project construction of the new well and raw water main.
- Identify potential activities likely to interfere with ongoing operations and suggest construction sequencing.
- Provide pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Promptly review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Provide legal review of information as needed by the project.
- Provide for all fees for bidding advertisement.

- Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to COMPANY's services for the Project.'
- Provide access to the WTP and new well sites for site survey by COMPANY and COMPANY's subcontractor.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of Seventy Two Thousand Five Hundred Dollars (\$72,500.00).

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.31 Soliciting Employment



Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved by:

A handwritten signature in blue ink, appearing to read 'Andrew Marsh', written over a horizontal line.

Printed/Typed Name: Andrew Marsh

Title: Vice President Date: July 15, 2020

CITY OF ANAMOSA

Accepted by:

Printed/Typed Name: _____

Title: _____ Date: _____



Beth Brincks <beth.brincks@anamosa-ia.org>

City Council Meeting

Chester Stanfield <stan.stanfield68@gmail.com>

Wed, Jul 22, 2020 at 9:29 AM

To: beth.brincks@anamosa-ia.org

Hi Beth,

Let me introduce myself, I am Chester Stanfield and I am a member of Lions Club International. Our District in Iowa consists of 7 Counties Linn, Jones, Jackson, Clinton, Scott, Cedar and Muscatine. Terry Durham, Jerry Inman, and I would like to meet with your City Council and discuss starting a Lions Club in Anamosa. Lions Club is the oldest service organization in the United States. We have been around for over 102 years. We are known for collecting eyeglasses, KidSight screening in Elementary Schools, food drives, Diabetes awareness and Childhood Cancer awareness. We look forward to seeing you and the City Council on Monday, July 27. Thank You

"Will you save the life of your club? Will you???"

Chester (Stan) Stanfield

District Governor 9 EC

Home 563-381-5066

Cell 417-291-5311

stan.stanfield68@gmail.com



We Serve

RESOLUTION 2020-

RESOLUTION AMENDING PERSONNEL POLICIES RELATED TO STANDBY PAY FOR WATER AND WASTEWATER UTILITIES

WHEREAS, the City of Anamosa City Council approved and adopted the City's Personnel Policies by Resolution 91-27; and

WHEREAS, the personnel policies should be regularly reviewed and updated; and

WHEREAS, the Utilities Superintendents have recommended an amendment to Standby Pay 12.2 Section 5 in order to provide adequate staffing levels for both the Water and Wastewater Departments.

NOW, THEREFORE, BE IT RESOLVED, that the City of Anamosa City Council does hereby repeal Personnel Policies 12.2 Section 5 regarding Standby Pay as currently written and replaces it with the following language, which will go into effect immediately:

Section 5. The foregoing provisions notwithstanding, the hourly employees of the City's two utility departments (water and wastewater treatment), in exchange for those employees conducting regular weekend monitoring and recording of the departments' activities (rounds) as required by law, State regulation and good operating procedure, for which they will be paid two hours per day at their regular rate of pay *or at overtime rate if they have worked 40 hours that week* and also "standby" pay for each day as defined in Section 12.2 – Standby Pay, Section 2 ~~and shall be entitled to take the Friday following their weekend rotation off from work.~~ The City Administrator shall maintain a "weekend round/on-call list" and deviation from that protocol shall be permitted only with the advance permission of the City Administrator or his/her designee. Employees trading weekends amongst themselves effectively changing the weekend protocol must have the advance written approval of the City Administrator or his/her designee.

PASSED AND APPROVED this 27th day of July, 2020.

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			
CAPRON			
STOUT			
ZUMBACH			

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk



Proposal

To: Dan Smith
City of Anamosa
107 South Ford Street
Anamosa, IA 52205
319-462-6055

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 6/16/2020

Project: Strong Seal/ Raven Epoxy Manhole Lining

Visu-Sewer is pleased to offer the following service:

Line the walls and bench of twenty-five (25) manholes with a total of 200 vertical feet in the City of Anamosa using 1/2" of Strong Seal MS2A, with a 125-mil topcoat of Raven 405 Epoxy. Visu-Sewer will provide all Labor and Equipment to complete this project. All work will be in accordance with manufactures specifications.

Price - \$311.00 per vertical foot
(Based on a minimum of 200 vertical feet)

Note: Manhole lining does not include bypass pumping, lining the invert, or installing or rebuilding the bench. If needed, sealing of active leaks, and spark testing will be quoted separately.

The City of Anamosa is asked to provide drivable equipment access to all manholes, water for from nearby hydrants for our equipment, a dump site for debris disposal, and traffic control beyond signs and cones.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI



Visu-Sewer
Inspect. Maintain. Rehabilitate.

Proposal

To: Dan Smith
City of Anamosa
107 South Ford Street
Anamosa, IA 52205
319-462-6055

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 6/15/2020

Project: Lift Station Grouting

Visu-Sewer is pleased to offer the following service:

Pressure grouting of one (1) lift station in the City of Anamosa. Visu-Sewer will provide all labor, equipment, and material to complete this project.

Price -	Labor	\$275.00 per hour (port to port)
	Material	\$12.00 per gallon (AV100 grout)
		\$50.00 per five (5) gallons of hydraulic cement

NOTE: project to be completed when working in neighboring community to reduce mobilization cost.

The City of Anamosa shall provide access drivable access to lift station, water from nearby hydrant (without charge), a dump site for debris, and traffic control beyond signs and cones.

Thank you for the opportunity to quote on this project. If you should have any questions, please do not hesitate to contact me at (641) 424-8044.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI

RESOLUTION NO. 2020-__

***RESOLUTION APPROVING AND AUTHORIZING USERS AND ADMINISTRATORS FOR
THE CITY OF ANAMOSA, IOWA VENDOR ACCOUNTS.***

WHEREAS, from time to time it becomes necessary to review the parties authorized to receive account information and make changes to vendor accounts for the City of Anamosa; and

WHEREAS, the City of Anamosa has undergone staffing changes in the last year and various accounts have not been updated to reflect these changes; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby authorize the following people to receive information for and manage vendor accounts for the City of Anamosa as is necessary for conducting City business.

Authorized:

Beth Brincks
Ginger Thomas
Linda Iben

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				
KAY SMITH				
MACHART				
ROD SMITH				
SHAFFER				
WEIMER				

PASSED AND APPROVED this 27th day of July, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-

***RESOLUTION APPROVING THE APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES TO
FILL TERM ENDING JUNE 30, 2023***

WHEREAS, Section 15.03 of the Anamosa Code of Ordinances provides the Mayor with the power to appoint members of the Library Board of Trustees, with the approval of the City Council; and

WHEREAS, a trustee term expired on June 30, 2020 and the Mayor has made a recommendation to fill the opening; 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 appointments to the Library Board of Trustees be approved with an effective date of July 1, 2020:

Position	Appointee Name	Term Expires
Library Board Trustee	Gloria Hunt	June 30, 2023
Library Board Trustee	Pam Benson	June 30, 2023
Library Board Trustee	Marilyn Holcomb	June 30, 2023

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 27th day of July, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2020-

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE LIBRARY MONEY MARKET FUND (01.31.11105) TO THE GENERAL LIBRARY SUB-FUND (01.31.11100) IN THE AMOUNT OF \$17,247.97

WHEREAS, in order to maintain an accurate record of revenues and expenditures, fund accounts are established to assist in the recordkeeping of specific funds; and

WHEREAS, the Anamosa Library Board of Trustees has requested that a transfer of \$17,247.97 be transferred from the Library Money Market (01.31.11105) to the General Library Sub-Fund (01.31.11100) to cover the operating shortfall from Fiscal Year ending June 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council authorizes the transfer of funds in the amount of \$17,247.97 to the General Library Sub-Fund (01.31.11100) from the Library Money Market Fund (01.31.11105).

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 27th day of July, 2020.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: PKS Hospitality Group Inc.

TRADE NAME (DBA): Americ Inn Lodge and Suites

STREET ADDRESS: 101 Harley Avenue

PHONE (BUSINESS): 319 462 4119 **HOME (OR CELL):** 319 480 0462

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

ANAMOSA POLICE DEPARTMENT

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

[Signature]
Police Chief

07/16/20
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)

[Signature]
Fire Chief (or designee)

7-2-2020
Date

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

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

[Signature]
Jones County Environmental Health Official

7-16-20
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 July 27, 2020

JULY LIBRARY VOUCHERS

Vendor Name	Description	Amount
ADVANTAGE ARCHIVES LLC	MICROFILM/DIGITIZATION	420.00
AMAZON	DVDS	352.92
BAKER & TAYLOR	BOOKS	839.35
BRAY ELECTRIC	ELECTRIC PARKING LOT	1,862.25
CENTURYLINK	PHONE SRVS LIBRARY	68.25
CROW/DARRIN	ONLINE STORYTELLING	50.00
DEMCO	BOOKS COVERS	145.78
EBSCO SUSCRPTION SERVICES	NOVELIST SUBSCRIPTION	1,132.06
EDWARDS SANITATION	AUG/SEPT TRASH SERVICE	33.50
IOWA PRISON INDUSTRIES	HAND SANITIZER STATIONS	444.90
KOCH OFFICE GROUP	COPIER CONTRACT	307.80
LEAF	MONTHLY COPIER LEASE	96.00
MIDWEST TAPE	DIGITAL MATERIALS	96.71
OFFICE EXPRESS	DISINFECTANT WIPES	65.98
PERFECTION LEARNING	IOWA AWARD BOOKS	303.19
VISA	ALA VIRT CONFERENCE REG	250.00
WALMART COMMUNITY BRC	SUMMER READING SUPPLIES	6.35
	Final Totals...	6,475.04

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 GENERAL FUND	4,826.27
09 LOCAL OPTION TAX	1,648.77
TOTAL ALL FUNDS	6,475.04

JULY 27, 2020 CIUNCIL VOUCHERS

Date Issued	Warrant	In Favor of	Check Amount	Description
7/27/2020	65572	ALL SECURE	75.00	FIRE ALARM MONITORING
7/27/2020	65573	ALTORFER MACHINERY CO	780.00	GENERATOR WELL 5 MAINT
7/27/2020	65574	AMVETS POST 110	180.00	FLAGS
7/27/2020	65575	AUTOMOTIVE SERVICES	194.32	TIRES
7/27/2020	65576	AVENU	3,382.04	JUNE SOFTWARE MAINT
7/27/2020	65577	BARRON MOTOR SUPPLY	29.10	SILICONE/CONNECTORS
			49.89	HYD HOSE
			83.08	GROTE

TOTAL **	65577		162.07	
7/27/2020	65578	BATTERIES PLUS BULBS	249.95	IPAD REPAIR
7/27/2020	65579	BLACK DOG GUNS AND AMMO	391.00	AMMO
7/27/2020	65580	BLACK HILLS ENERGY	32.48	GAS SRVS FD
			31.46	GAS SRVS STREET DEPT
			40.17	GAS SRVS LCC
			31.67	GAS SRVS POOL
			109.40	GAS SRVS WWTR
TOTAL **	65580		245.18	
7/27/2020	65581	BROWN SUPPLY CO., INC.	1,077.50	DIE TRACER
7/27/2020	65582	CENTURYLINK	138.00	PHONE SRVS LCC
7/27/2020	65583	CHEM RIGHT LABORATORIES INC	85.00	BACTERIA TESTING
7/27/2020	65584	CHEMSEARCH	150.00	MIDGE FLY TREATMENT
7/27/2020	65585	CR LC SOLID WASTE AGENCY	63.10	BAR SCREENINGS
7/27/2020	65586	DMB SALES, INC	3,034.80	2 MISSION CONTROLS
7/27/2020	65587	ELAN-CARDMEMBER SERVICE	16.04	MEETING SOFTWARE
			174.99	PDF SOFTWARE
TOTAL **	65587		191.03	
7/27/2020	65588	FAREWAY STORES, INC.	13.99	PROPANE
7/27/2020	65589	GALL'S INC.	92.62	HOLSTER AND HOLDER
			199.95	UNIFORM PD
			80.65	UNIFORM PANTS
			192.94	BATES LITES
			80.95	HANDCUFF POUCH
			371.94-	RETURN UNIFORM
TOTAL **	65589		275.17	
7/27/2020	65590	HCH REAL ESTATE	100.76	HCH REAL ESTATE CONS DEP
7/27/2020	65591	HENRY/TROY	1,050.00	GRAVE OPENINGS
7/27/2020	65592	HOME DECORATING CENTER	110.97	FLOOR PAINT
			9.34	COVERS
TOTAL **	65592		120.31	
7/27/2020	65593	INFRASTRUCTURE TECHNOLOGY SOLU	144.00	GB ONLINE BACKUP
			588.00	MANAGED AVG YEARLY
TOTAL **	65593		732.00	
7/27/2020	65594	INSITE INSTRUMENTATION GROUP	3,600.00	ANALYZER
7/27/2020	65595	IOWA DEPT OF NATURAL RESOURCES	1,275.00	ANNUAL NPDES PERMIT
7/27/2020	65596	IOWA LAW ENFORCEMENT ACADEMY	150.00	INSTRUCTOR CERT
7/27/2020	65597	IOWA ONE CALL	223.20	EMAIL NOTIFICATIONS
7/27/2020	65598	IOWA PRISON INDUSTRIES	35.88	SOAP FOR BELT PRESS

			110.22	SOAP BELT PRESS
TOTAL **	65598		146.10	
7/27/2020	65599	JOHN DEERE FINANCIAL	88.96	WEED CONTROL
			36.99	WEED KILLER
			2.99	BOTTLE BRUSH
			24.99	12GA AMMO
			69.89	OIL/CLEANER/HOSE
TOTAL **	65599		223.82	
7/27/2020	65600	JONES COUNTY SOLID WASTE MGMT	5,416.25	1ST QTR FY21 ASSESSMENT
7/27/2020	65601	KLUESNER CONSTRUCTION	13,334.30	TOWER ROAD OVERLAY
7/27/2020	65602	KONICA PREMIER FINANCE	151.64	COPIER CONTRACT
7/27/2020	65603	LEAF	154.62	COPIER PAYMENT
7/27/2020	65604	LYNCH DALLAS, P.C.	5,441.70	GENERAL LEGAL
			342.00	REAL ESTATE
			232.00	POLICE MATTERS
			1,150.00	NUISANCE/ENFORCEMENT
			247.50	COLLECTIVE BARGAINING
			116.00	NUISANCE
			132.00	HUMAN RESOURCES
			66.00	CONTRACTS
TOTAL **	65604		7,727.20	
7/27/2020	65605	MACQUEEN EQUIPMENT	6,703.10	CAMERA REPAIR
7/27/2020	65606	MAQUOKETA VALLEY ELECTRIC COOP	49.25	IND PARK LIGHTS
7/27/2020	65607	MARTIN GARDNER ARCHITECTURE	937.50	DOWNTOWN FACADE REVIT
7/27/2020	65608	MCNAMARA/MATT	260.00	REISSUE LOST CHECK 64599
			284.06	REISSUE LOST CHECK 65084
TOTAL **	65608		544.06	
7/27/2020	65609	MEDIACOM	136.90	INTERNET SRVS CITY HALL
			68.99	INTERNET SRVS WATER
			76.36	INTERNET SRVS FD
TOTAL **	65609		282.25	
7/27/2020	65610	MINGER MOWING & LANDSCAPE, INC	45.00	MOWING 201 W WALNUT
			320.00	WEED CONTROL CEMETERY
TOTAL **	65610		365.00	
7/27/2020	65611	MONTICELLO EXPRESS	140.00	JONES CO VISITORS GUIDE
7/27/2020	65612	NORLIN/GREG	300.00	AUGUST QUARRY LEASE
7/27/2020	65613	NORTHLAND SECURITIES	435.00	DISCLOSURE REPORTING
7/27/2020	65614	PETTY CASH	22.80	CERTIFIED MAIL
7/27/2020	65615	QC ANALYTICAL SERVICES LLC	811.57	SLUDGE TESTING

			2,710.28	TESTING
TOTAL **	65615		3,521.85	
7/27/2020	65616	SCHNEITER WEERS INSURANCE	19,904.00	INSURANCE AUDIT
7/27/2020	65617	SHERWIN WILLIAMS CO/THE	675.00	STREET PAINT
			695.30	REPAIR PAINTER
TOTAL **	65617		1,370.30	
7/27/2020	65618	STOREY KENWORTHY	413.52	OFFICE SUPPLIES
7/27/2020	65619	TRANSWORLD NETWORK, CORP	4.89	LONG DIST SRVS PD
			76.00	LONG DIST SRVS CITY HALL
			6.62	LONG DIST SRVS LLC
			2.46	LONG DIST SRVS STREET
			1.23	LONG DIST SRVS FD
			1.23	LONG DIST SRVS POOL
			2.46	LONG DIST SRVS WATER
			2.00	LONG DIST SRVS WWTR
TOTAL **	65619		96.89	
7/27/2020	65620	TRUCK COUNTRY OF CEDAR RAPIDS	530.92	TRUCK REPAIR
7/27/2020	65621	US POSTMASTER	220.00	STAMPS
7/27/2020	65622	WALMART COMMUNITY BRC	117.85	SUPPLIES
7/27/2020	65623	WAPSI WASTE SERVICE, INC.	347.00	WASTE SERVICE CITY HALL
			45.00	WASTE SERVICE FD
			45.00	WASTE SERVICE WWTR
TOTAL **	65623		437.00	
7/27/2020	65624	WEBER STONE COMPANY	184.80	ROAD ROCK
7/27/2020	65625	WELAND CLINICAL LABS	127.00	INVEST DRUG SCREENS
total			81,796.44	

FUND RECAP:

FUND DESCRIPTION

DISBURSEMENTS

01	GENERAL FUND	39,725.33
06	ROAD USE TAX FUND	15,352.59
09	LOCAL OPTION TAX	3,431.29
51	WATER FUND	2,159.90
52	WASTEWATER FUND	20,189.83
73	DOWNTOWN REVITALIZATION PROG	937.50
TOTAL	ALL FUNDS	81,796.44

City of Anamosa
Treasurer's Monthly Report
as of June 30, 2020

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	2,425,034.38	1,150,594.92	326,399.17			1.10	3,249,229.03	9,192.46	750.00	3,259,171.49
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,338.30	0.19					4,338.49			4,338.49
Local Access	04	3,881.00	1.28					3,882.28			3,882.28
Road Use Tax	06	1,409,142.85	33,113.57	224,730.98				1,217,525.44			1,217,525.44
Local Option-35%	09	299,240.85	12,951.61					312,192.46			312,192.46
Local Option-65%	09	422,581.32	23,989.53	37,421.88				409,148.97			409,148.97
Debt Service	11	-109,186.62	299,659.85	99,497.18				90,976.05			90,976.05
TIF	12	493,683.56	1,503.39	244,708.80				250,478.15			250,478.15
Special Assessment	13	127,701.22	93.70	40,778.00				87,016.92			87,016.92
Employee Benefit	20	664,747.04	2,009.64	550,425.00				116,331.68			116,331.68
Library Special Gift	21	0.00						0.00	592,273.32		592,273.32
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpertual Care	26	94,702.52	600.00					95,302.52			95,302.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	190,966.54	228.64					191,195.18			191,195.18
Water	51	1,110,402.09	88,158.78	325,197.39				873,363.48			873,363.48
WasteWater	52	3,924,582.85	140,927.40	310,713.85				3,754,796.40			3,754,796.40
Senior Center	66	0.00						0.00			0.00
Street Projects	70	38,714.81						38,714.81			38,714.81
Water Projects	71	-727,127.73						-727,127.73			-727,127.73
Sewer Projects	72	603,822.44						603,822.44			603,822.44
Downtown Projects	73	-12,722.48						-12,722.48			-12,722.48
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
Capitla Projects	76	0.38						0.38			0.38
Payroll Clearing	99	0.00						0.00			0.00
TOTAL		11,005,559.60	1,753,832.50	2,159,872.25	0.00	0.00	1.10	10,599,518.75	601,465.78	750.00	11,201,734.53

**Includes Savings Acct and \$7,000 in Library Fund and \$600,000 CD for LCC

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