



## **CITY OF ANAMOSA**

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

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

Zoom Meeting Link  
<https://us02web.zoom.us/j/89639908454>

Join by Telephone  
+1 312 626 6799  
Meeting ID: 896 3990 8454

*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) August 24, 2020 – Regular Council Meeting
- 4.2) August 31, 2020 – Work Session

**5.0) PUBLIC HEARINGS: NONE**

**6.0) PROCLAMATIONS: NONE**

**7.0) OLD BUSINESS:**

- 7.1) **RESOLUTION AUTHORIZING ACCEPTANCE OF REAL PROPERTY DONATED TO THE CITY OF ANAMOSA BY BURR OAK DEVELOPMENT CO.**

**8.0) NEW BUSINESS**

- 8.1) **RESOLUTION AGREEING TO BECOME A MEMBER OF THE SAFETY GROUP EAST IOWA AND IAMU AGREEMENT WITH APPOINTED DELIGATES**
- 8.2) **RESOLUTION ENDORSING A GRANT APPLICATION FOR FUNDING THROUGH THE IOWA DEPARTMENT OF TRANSPORTATION’S “REVITALIZE IOWA’S SOUND ECONOMY” (RISE) PROGRAM**
- 8.3) **RESOLUTION APPROVING THE OFFICIAL IOWA DEPARTMENT OF TRANSPORTATION FINANCIAL REPORT FOR CITY STREETS AND PARKING FOR FISCAL YEAR ENDING JUNE 30, 2020**

- 8.4) **DISCUSSION** AND POSSIBLE ACTION FOR DOWNTOWN TASKFORCE WAYFINDING SIGNAGE
- 8.5) **RESOLUTION** REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND
- 8.6) **REQUEST** FOR APPOINTMENT OF NANCY SHAFFER AND HEATH ENGELBART TO FILL VACANCIES ON THE ANAMOSA PARKS AND RECREATION BOARD.
- 8.7) **REQUEST** BY JERRY COLLELL FOR FRONT PORCH PERGOLA/CARPORT VARIANCE AT 108 SOUTH SALES STREET
- 8.8) **REQUEST** BY JERRY COLLELL FOR CARRIAGE HOUSE CARPORT VARIANCE AT 108 SOUTH SALES STREET
- 8.9) **RENEWAL** OF LIQUOR LICENSE–DOLLAR GENERAL
- 8.10) **REVIEW** AND APPROVAL OF CURRENT BILLS
- 8.11) **REVIEW** AND APPROVAL OF THE AUGUST TREASURER’S 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) **CLOSED SESSION**
  - 12.1) **CLOSED SESSION** PER IOWA CODE 21.5 (1)(c) TO DISCUSS STRATEGY WITH COUNSEL IN MATTERS THAT ARE PRESENTLY IN LITIGATION OR WHERE LITIGATION IS IMMINENT WHERE ITS DISCLOSURE WOULD BE LIKELY TO PREJUDICE OR DISADVANTAGE THE POSITION OF THE GOVERNMENTAL BODY IN THAT LITIGATION
  - 12.2) **RETURN** TO OPEN SESSION
  - 12.3) **DIRECT** LEGAL COUNSEL TO PROCEED AS ADVISED BY THE CITY ATTORNEY IN CLOSED SESSION
- 13.0) **ADJOURNMENT**

## STATEMENT OF COUNCIL PROCEEDINGS

August 24, 2020

The City Council of the City of Anamosa met in Regular Session August 24, 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, Jeff Stout, Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Clerk; Veronica Groesbeck, Youth Services Librarian. 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.

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

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

Motion by Stout, second by Crump to approve the minutes of the August 10, 2020 regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Lindsay Beaman with Snyder and Associates opened the discussion of ADA compliance and the Sycamore Street Project. Asphalt overlay counts as a modification and that is what prompts the ADA compliance requirement. If there are not currently sidewalks at this location the City is not required to add them. Crump stated that the original intent was to narrow the street and install a pad on one corner. If the street is not narrowed this will require a retaining wall and possibly moving utilities on that corner. This will push the price for the project over the limit required for engineering and sealed bid. Maintenance and safety of the retaining wall was discussed. Shane Brown from the Street Department commented that larger blocks could be used for the retaining wall to avoid extensive maintenance. More research will be done and this project will come back to Council for consideration.

Motion by Crump, second by Stout to approve moving forward with the process of a TIF agreement with Scale Tec. Ayes: all. Nays: none. Motion Carried.

K. Smith led off the discussion of the Street Department. She began with several projects that are waiting to be completed. She also discussed bid procedures and vendors used. It was stated that there is a need for someone in the department to carry a chemical application license for weed control. Crump and Zumbach wanted to discuss in-house repairs and the need to use the employees for these jobs. Possibility of more seasonal help. Crump also discussed need for more cooperation between departments. Zumbach would like to see a motor pool set up for better equipment sharing. Motion by Zumbach, second by Machart to set a work session date of August 31, 2020 at 6:00pm at the Anamosa Library and Learning Center to discuss the duties and expectations of the Street Department. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to return the planning and planting of the downtown flower beds to the City. Brincks asked for control to be returned to the City for activities involving the beds. Others will be invited to participate but planning and spending will be City controlled. Ayes: all. Nays: none. Motion carried.

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

Motion by Crump, second by Machart to approve the July 31, 2020 Treasurer's Report. Ayes: all. Nays: none. Motion carried.

City Administrators Report: Brincks reported that the Insurance adjustor has visited and toured damage at City facilities. Work has begun with this year's audit. The State will be conducting our audit. The 4 year audit is still ongoing. Some issues with getting them remote access. The storm took out a component of our system. Phil has gotten us back up and everything running. Looking into replacements for the tablets. UB did not door post as planned due to the storm and tech issues. The League of Cities Conference is open for registration if Council would like to attend.

Mayor and Council Reports: The Mayor thanked everyone for their work with storm clean up. He has received many compliments.

Smith reported that Library Director Rebecca Vernon has been working on a survey that will be available online and used to engage citizens with Library services.

Zumbach reported that he was out of state when the storm came through and came home as soon as he could. He is glad to be home.

Public with business with the council on items not on the agenda: Jan Hoag called in and asked about damaged stones at Riverside Cemetery. Brincks informed her that stones are considered private property and she can make arrangement with a monument company for repair. The City can assist with marking for placement if necessary.

Motion by Crump, second by Zumbach to adjourn. Ayes: all. Nays: none. Motion Carried.  
Meeting adjourned at 7:13 pm.

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Rod Smith, Mayor

ATTEST:

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Beth Brincks, City Clerk

## STATEMENT OF COUNCIL PROCEEDINGS

August 31, 2020

The City Council of the City of Anamosa met in Special Session August 31, 2020 at the Anamosa Library and Learning Center with a 6:00 p.m. start time with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Jeff Stout, Kay Smith, John Machart, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Clerk, Gregg Carpenter, Streets Superintendent, and Shelly Carr, Parks and Rec Director. 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 was taken with a quorum present.

Work Session for the Street Department was opened by the Mayor asking for the primary direction of the discussion. Zumbach stated that there are many projects and Council would like to see more work done in-house for savings. It is the primary duty of the street department to maintain the streets. We need to stop outsourcing duties. No need for the department at current staff levels if everything is outsourced. Carpenter stated that they have had no one at the Cemetery for several years and no inmate help this year. Crump stated that Carpenter was to hire part-time help for his department. Capron asked about mowing by different departments in the same area. Seems a waste of resources to have this going on. He also stated that helping other departments is part of the job. When he was with the department they did all of the different jobs for various departments. Machart agreed that they used to cooperate and do work in-house. Smith asked what the mowing was taking them away from. Crump asked why the Cemetery work is listed on both the parks report and the Streets report. Crump would like new goals set going forward and they be tied to the job description. Zumbach stated that communication is an issue and equipment sharing is a must. The Mayor stated that Storm Sewer locates need to be done and should be on the list. Oil Changes and vehicle maintenance were discussed as well as sludge hauling and part-time seasonal help. Crump requested that job descriptions will be completed and reviewed at the first Council Meeting in October. The pay categories for Streets will be condensed since the duties are not different.

Motion by Zumbach, second by Capron to adjourn. Ayes: all. Nays: none.

Meeting adjourned at 7:22 pm.

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Rod Smith, Mayor

ATTEST:

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Beth Brincks, City Clerk

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

**RESOLUTION AUTHORIZING ACCEPTANCE OF REAL PROPERTY  
DONATED TO THE CITY OF ANAMOSA, IOWA,  
BY BURR OAK DEVELOPMENT CO.**

**WHEREAS**, Burr Oak Development Co. desires to donate the below-described real property ("Property") to the City of Anamosa, Iowa, for public use as a police station subject to a restrictive covenant providing if the Property ceases to be used as a police station for the Anamosa Police Department, the Property shall be sold with all net proceeds of sale applied to the Anamosa Police Department's operating budget:

108 N. Ford Street (Assessor's Parcel No. 0902351040)

NORTH 54 FEET OF LOT 13,

AND COMMENCING ON THE WEST LINE OF FORD STREET AT A POINT 152 FEET NORTH OF THE NORTH LINE OF MAIN STREET; THENCE NORTH ALONG THE WEST LINE OF FORD STREET TO A POINT 54 FEET SOUTH OF THE NORTH LINE OF LOT 13; THENCE WEST 140 FEET TO THE ALLEY; THENCE SOUTH TO A POINT DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST TO THE PLACE OF BEGINNING;

ALL IN J.H. FISHER'S EAST ANAMOSA, NOW A PART OF THE CITY OF ANAMOSA, JONES COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD; and

**WHEREAS**, the City Council of the City of Anamosa, Iowa, desires to accept the donation of the Property from Burr Oak Development Co. subject to the above-referenced restrictive covenant.

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

SECTION 1: Acceptance of the donation and title to the Property is declared to be in the best interest of the City of Anamosa, Iowa, and its residents.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute and enter into an Agreement to Donate Real Property with Burr Oak Development Co.; to accept title to the Property from Burr Oak Development Co. on behalf of the City of Anamosa, Iowa; and to take such further actions as may be necessary to effectuate acceptance the above-described donation.

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

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

**PASSED** and **APPROVED** by the City Council of the City of Anamosa, Iowa,  
on this 14<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Rod Smith, Mayor

ATTEST:

\_\_\_\_\_  
Beth Brinks, City Clerk

## **AGREEMENT TO DONATE REAL PROPERTY**

This Agreement to Donate Real Property ("Agreement") is made and entered into by **BURR OAK DEVELOPMENT CO.** ("DONOR"), an Iowa corporation, and the **CITY OF ANAMOSA, IOWA**, an Iowa municipal corporation ("CITY"), as of the date of the last signature set forth below ("Effective Date").

DONOR hereby desires to donate to CITY and CITY desires to accept from DONOR, for public use as a police station, the real property ("Property") locally known as 108 N. Ford Street (Assessor's Parcel No. 0902351040), and legally described as follows:

NORTH 54 FEET OF LOT 13,

AND COMMENCING ON THE WEST LINE OF FORD STREET AT A POINT 152 FEET NORTH OF THE NORTH LINE OF MAIN STREET; THENCE NORTH ALONG THE WEST LINE OF FORD STREET TO A POINT 54 FEET SOUTH OF THE NORTH LINE OF LOT 13; THENCE WEST 140 FEET TO THE ALLEY; THENCE SOUTH TO A POINT DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST TO THE PLACE OF BEGINNING;

ALL IN J.H. FISHER'S EAST ANAMOSA, NOW A PART OF THE CITY OF ANAMOSA, JONES COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD;

together with any easements and appurtenant servient estates and subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

### **1. REAL ESTATE TAXES.**

A. Unless otherwise provided in this Agreement, at closing DONOR shall pay CITY taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will be applicable as shown by the assessor's records on the date of possession.

B. CITY shall pay all subsequent real estate taxes to the extent required by law.

### **2. SPECIAL ASSESSMENTS.**

A. DONOR shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this Agreement is effective, and all prior installments thereof.

- B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by DONOR through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to DONOR.

3. **LIABILITY.** DONOR shall bear the risk of all liability for property damage or bodily injury occurring with respect to the Property during DONOR'S possession of the Property and prior to closing or possession, whichever first occurs. In the event a suit for liability with respect to the Property is filed prior to closing, or in the event DONOR is notified or otherwise learns of an incident giving rise to a suit for liability at any time prior to closing, this Agreement shall, subject to CITY'S discretion, be declared null and void.

4. **POSSESSION AND CLOSING.** If CITY timely performs all obligations, possession of the Property shall be delivered to CITY on the date of closing. Closing shall be held on or before **October 9, 2020** or on such other date as the parties may mutually agree, but in no event later than **, 2020**. This transaction shall be considered closed, and CITY shall take possession, upon the filing of title transfer documents. CITY agrees to pay all cost of closing whether customarily paid by DONOR or otherwise (excluding DONOR'S attorney, accounting, and/or other professional fees).

5. **CONDITION OF PROPERTY.** The Property, as of the date of this Agreement, will be preserved by DONOR in its present condition until possession. Except as otherwise provided in this Agreement, the Property is being donated "as is" and DONOR makes no warranties, expressed or implied, as to the condition of the Property.

6. **ABSTRACT AND TITLE.** DONOR agrees to provide an abstract of title for the Property to CITY, provided DONOR possesses such an abstract of title. CITY shall have DONOR'S abstract of title updated or have a new abstract of title for the Property created at its expense. The abstract shall show marketable title in DONOR in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. DONOR shall make every reasonable effort to promptly perfect title. If closing is delayed due to DONOR'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days' written notice to the other party.

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

8. **ENVIRONMENTAL MATTERS.**

- A. DONOR 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, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and DONOR has done nothing to contaminate the Property with hazardous wastes or substances. DONOR

warrants the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks. DONOR shall also provide CITY with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by DONOR and attached hereto and incorporated herein by this reference.

- B. CITY may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, CITY'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to CITY. However, in the event DONOR is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, DONOR shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by CITY. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by DONOR, subject to DONOR'S right to cancel this transaction as provided above.

9. **DEED.** Upon satisfaction of all obligations and contingences required pursuant to this Agreement, DONOR shall convey the Property to CITY by Warranty Deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement. The Warranty Deed shall include a restrictive covenant providing if the Property ceases to be used as a police station for the Anamosa Police Department, the Property shall be sold with all net proceeds of sale applied to the Anamosa Police Department's operating budget. General warranties of the title shall extend to the time of delivery of the Deed excepting liens and encumbrances suffered or permitted by CITY.

10. **STATEMENT AS TO LIENS.** DONOR shall be and is responsible for satisfying any and all liens upon the Property, including any mortgage(s) at or prior to Closing. CITY shall not be required to complete acceptance of the Property, as otherwise contemplated by this Agreement, absent the satisfaction of such liens.

11. **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.

12. **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 closing. This

Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by DONOR and CITY. 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.

13. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

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

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

16. **COUNCIL APPROVAL.** This Agreement shall be expressly contingent upon approval by the City Council for Anamosa, Iowa.

17. **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. CITY and DONOR 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.

18. **EXECUTION.** When and if executed by both DONOR and CITY, this Agreement shall become a binding contract.

**DONOR**

**CITY**

**BURR OAK DEVELOPMENT CO.**

**CITY OF ANAMOSA, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Bryce Ricklefs, President

By: \_\_\_\_\_  
Rod Smith, Mayor

Attest:

\_\_\_\_\_  
Beth Brinks, City Clerk

Address: 12536 Buffalo Road  
Anamosa, Iowa 52205

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

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Telephone: (319) 462-6055

RESOLUTION NO. 2020-

A RESOLUTION AGREEING TO BECOME A MEMBER OF THE  
SAFETY GROUP EAST IOWA AND IAMU AGREEMENT  
FOR THE CITY OF ANAMOSA, IOWA

WHEREAS, the City of Anamosa desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and losses; and

WHEREAS, a comprehensive safety program, including written policies of the City is a necessary part of providing safe working conditions and minimizing accidents, risk and losses; and

WHEREAS, a written plan for the formation of the Safety Group East Iowa (SGEI) and Iowa Association of Municipal Utilities (IAMU) Agreement has been prepared;

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

1. That management is hereby authorized to participate in the (SGEI).
2. \_\_\_\_\_ is appointed as the delegate to SGEI.
3. \_\_\_\_\_ is appointed as the alternate to SGEI.
4. The SGEI and IAMU agreement are accepted and approved by execution of this resolution by the council.

PASSED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2020

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
Mayor



IOWA ASSOCIATION OF  
MUNICIPAL UTILITIES



IAMU  
**SAFETY SERVICES**  
Education, Training, & Consultation to Keep You Safe

## Safety & Health Management Services

IAMU is offering the opportunity to take your safety programs to the next level by offering a Safety & Health Management Services 28E agreement that establishes a dedicated Regional Safety Coordinator to live and work in your geographic area. This innovative model provides for intensive and effective safety & health management services to communities large and small. Our program offers a consistent and comprehensive safety program for all city departments.

Compare the existing IAMU training services with the new Regional Safety Coordinator services:

Service	Existing Safety Group Services	New Management S&H Services
Face-to-face training	Yes	Yes
Classes in your geographic area	Yes	Yes
Tracking of class attendance	Yes	Yes
Electric utility safety training	Yes	Yes
Health testing – hearing, respiratory	Yes	Yes
OSHA inspection assistance	Yes	Yes
Incident investigation	*	Yes
Assist establishing safety team	*	Yes
Assist building safety culture	*	Yes
Assist with safety purchases	*	Yes
Customize written safety programs and annual review	*	Yes
Create machine specific lockout / tagout procedures	*	Yes
Customized job hazard analysis	*	Yes
Customized PPE assessments	*	Yes
Audit work zones for hazards	*	Yes
Audit buildings for hazards	*	Yes
Equipment operations assessment	*	Yes
Industrial hygiene testing: ergo, silica, noise, asbestos	*	Yes
Machine guarding assessment	*	Yes
Assist developing safety policies and procedures	*	Yes
Assist managers on safety matters	*	Yes
City specific education for your hazards	NA	Yes
Recordkeeping assistance	NA	Yes
Safety professional on call, living in your area	NA	Yes
Saving resources and capital by not having to hire your own safety professional	NA	Yes

\*Fee for Service

Contact Dave Hraha [dhraha@iamu.org](mailto:dhraha@iamu.org)  
or 515.289.1999 for further details

Proudly Supporting &  
Strengthening  
Iowa's Municipal Utilities

[www.iamu.org](http://www.iamu.org)

**EIASSO Estimated Costs 11 Entities**  
\$130,000

5/11/2020

<u>Town</u>	<u>Population</u>	<u>Proportionate Share</u>	<u>-</u>	<u>Total</u>
		0.00%		\$0
Eldridge, City of	2,826	7.43%		\$9,287
Eldridge Electric & Water Utility	2,826	7.43%		\$9,287
Mt. Vernon, City of	4,506	11.85%		\$14,809
Solon, City of	2,587	6.80%		\$8,502
Tipton City of	3,221	8.47%		\$10,586
West Liberty, City of	3,736	9.82%		\$12,278
Wilton, City of	2,802	7.37%		\$9,209
Anamosa	5,391	14.17%		\$17,717
Dyersville	4,220	11.10%		\$13,869
Maquoketa, City of	2,960	7.78%		\$9,728
Maquoketa, MU	2,960	7.78%		\$9,728
Total	38,035	59.17%		\$125,000

96% of the persons time

\$125,000.00

The above proportionate share was calculated as per the 28E, Article IV, Costs and as referenced in Service Agreement - Scope of Work, 3 Compensation, Fees.

## **Safety Services Agreement**

This Safety Services Agreement (this "Agreement") is entered into as of the 18<sup>th</sup> day of June, 2020 by and between the parties comprising the Safety Group East Iowa, an Iowa Code Chapter 28E joint governmental action agreement, (hereinafter the "SGEI"), and the Iowa Association of Municipal Utilities (hereinafter "IAMU").

The SGEI requires the services of IAMU to provide certain safety services outlined in this Agreement. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

**1. IAMU's Responsibilities; Performance of the Services.** IAMU shall provide services and advice relating to safety (the "Services") as set forth in the Scope of Work, attached as Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. SGEI acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of IAMU and that SGEI shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as IAMU's responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below. Enforcement of all safety and health regulations shall be the sole responsibility of the individual parties of SGEI and shall not be the responsibility of IAMU.

**2. SGEI's Responsibilities.** As a condition to IAMU's performance of the Services, SGEI shall provide IAMU with access to SGEI's employees and facilities during SGEI's normal business hours and otherwise as reasonably requested by IAMU in order to facilitate IAMU's ability to timely perform the Services; and perform such other duties and tasks as set forth on Schedule A. SGEI acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing of Services to be provided by IAMU.

### **3. Compensation.**

#### **3.1 Fees.**

**For the period through July 1, 2020 and ending June 30, 2021,** the SGEI shall pay to IAMU an amount of \$74,000.00, as additional parties join the rate will increase but not to exceed \$130,000.00, payable quarterly in an amount determined and allocated pursuant to SGEI 28E Agreement, for the Services rendered by IAMU.

**For the period through July 1, 2021 and ending June 30, 2022,** the SGEI shall pay to IAMU an amount of \$75,850.00, as additional parties join the rate will increase but not to exceed \$133,250.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

**For the period through July 1, 2022 and ending June 30, 2023,** the SGEI shall pay to IAMU an amount of \$77,750.00, as additional parties join the rate will increase but not to exceed \$136,600.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

**For all subsequent calendar years,** If the parties agree to renew this agreement pursuant to paragraph 6 below, the SGEI shall pay to IAMU an amount not to exceed the amount of fees billed during the previous year plus either 3% or the increase in costs determined pursuant to the most recent available Consumer Price Index (CPI) for the Urban Midwest, whichever is greater.

**3.2 Payment of Invoices.** IAMU shall use reasonable efforts to bill the parties to the SGEI agreement on a quarterly basis. The SGEI shall pay all non-disputed amounts incurred hereunder within thirty (30) calendar days after the date of IAMU's invoice. IAMU shall bill the individual parties of SGEI in the amount determined and allocated under the SGEI 28E Agreement. If at any time IAMU is unable to deliver or perform the services warranted pursuant section 5 of this agreement because of staff turnover, then IAMU shall toll, prorate, or refund invoiced amounts for any period of time in which the delivery of services is interrupted.

**4. Independent Contractor.** Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and SGEI, and is governed solely by this Agreement. Neither party is authorized to act as an agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

**5. Services Warranty.** IAMU warrants that it shall perform the Services in a professional and workmanlike manner. In the event IAMU fails to perform any Services, IAMU's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

**6. Term and Termination.**

**6.1 Term and Termination Without Cause.** This Agreement shall commence on July 1, 2020 or sooner upon mutual agreement of the parties, whichever is later in time and shall remain in effect until June 30, 2023. This Agreement shall automatically renew for additional one-year terms unless and until either party gives the other party written notice of termination sixty (60) days prior to the end of the initial term or any renewal term. Any renewal shall be subject to the fee increases described in paragraph 3 above.

**6.2 Termination for Default.** In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all rights and remedies available to it at law and in equity.

**7. Insurance.**

**7.1 Insurance – IAMU.** IAMU shall obtain and maintain in continuous effect during the term of this Agreement with the SGEI and while any of the obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements and shall provide the SGEI with a certificate of insurance showing such coverages prior to execution of this Agreement.

**8. Miscellaneous.**

**8.1 Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa.

**8.2 Notices.** Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via email, with a confirmation copy sent via overnight mail; or (d) one (1) business day after deposit with a national overnight courier, in each case addressed to the following:

If to IAMU:  
Troy DeJoode  
IAMU Executive Director

1735 NE 70<sup>th</sup> Ave.  
Ankeny, Iowa 50021

If to SGEI, notice shall be delivered to the offices of each of the parties to the 28E Agreement.

**8.3 Force Majeure.** Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.


**8.4 Survival of Obligations.** Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

**8.5 Entire Agreement; Construction.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

**8.6 Non-Discrimination.** Neither IAMU or the SGEI shall discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability, or familial status and shall furnish evidence of compliance with this provision when so requested by the other party.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR SGEI

  
Chair – Name: Scott Kleppe

6/18/2020  
Date

\_\_\_\_\_  
Vice Chair – Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary – Name:

\_\_\_\_\_  
Date

FOR IAMU

\_\_\_\_\_  
Executive Director – Troy DeJode

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR SGEI

Chair – Name: \_\_\_\_\_



Vice Chair – Name: Nick Nissen

\_\_\_\_\_

Date

6/18/2020

\_\_\_\_\_

Date

Secretary – Name: \_\_\_\_\_

\_\_\_\_\_

Date

FOR IAMU

Executive Director – Troy DeJoode

\_\_\_\_\_

Date

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

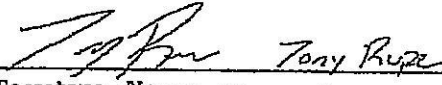
FOR SGEI

\_\_\_\_\_  
Chair – Name:

\_\_\_\_\_  
Date

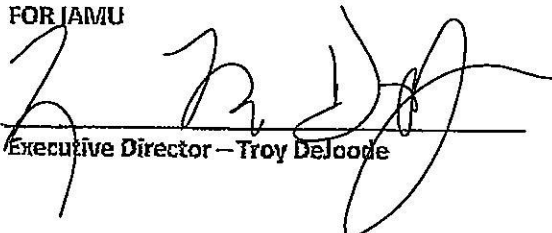
\_\_\_\_\_  
Vice Chair – Name:

\_\_\_\_\_  
Date

  
Secretary – Name: Tony Rupe

6/10/20  
Date

FOR JAMU

  
Executive Director – Troy DeLoode

6/19/20  
Date

Schedule A  
Scope of Work

1.0 General Description:

- 1.1 IAMU shall provide professional services for program development and safety and procedure training and consultation for SGEI. IAMU will hire a safety professional and that person will live in the SGEI area.
- 1.2 The objective of this agreement is to improve the operating departments of the SGEI parties to meet or exceed OSHA compliance requirements, reduce incidents and to provide supplemental training and consultation to employees in the respective departments, divisions, and work groups.
- 1.3 IAMU will coordinate and attend monthly safety training meetings with SGEI as time permits.
- 1.4 IAMU will provide professional guidance on safety related goals.
- 1.5 IAMU will provide incident investigation training and will assist in investigations, when requested, after employee incidents.
- 1.6 Assistance in establishing safety team and a safety culture, program development, and presentation of said programs to departments, and associated tasks required related to OSHA and some EPA safety program requirements are included in the work.
  - 1.6.1 IAMU may provide additional safety-related services to various departments during the contract period.
  - 1.6.2 Any service provided to SGEI by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided under separate contract and using other IAMU personnel.

2.0 Program Development:

- 2.1 IAMU will develop new written programs and review and update existing programs in Parties departments and divisions in order to ensure compliance with OSHA program requirements. Priority for the order of the program development, established by departmental interviews and a risk assessment.
- 2.2 IAMU will review annually and update written OSHA programs for Parties departments and divisions.
- 2.3 IAMU will establish or review and update safety processes that support and build the safety programs in Parties departments and divisions and will include specific examples and/or photographs in the delivery of training sessions. Processes include but not limited to job hazard analysis, PPE assessment, lockout / tagout procedures.
- 2.4 IAMU will establish written OSHA safety programs and processes for Parties locations, where multiple departments and divisions are located.
- 2.5 IAMU will formally solicit employee involvement and input in programs and

processes to insure employee buy-in and to allow future updates to be made by employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.

- 2.6 IAMU will perform work on the OSHA programs as determined by 2.1.
  - 2.6.1 Perform a detailed audit of facilities and report for each department and then follow up with results and assistance to correct findings.
  - 2.6.2 Other programs as approved by the Coordinating Committee during the contract period.
- 2.7 IAMU will develop and include in all work the following, as applicable or as directed by the Coordinating Committee, for each program at each location.
  - 2.7.1 Photographic record of all processes.
  - 2.7.2 Audit forms, in both electronic and paper formats, for each work group.
  - 2.7.3 Written presentation outlines, provided in electronic format.
  - 2.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
  - 2.7.5 Inspection forms, in electronic format.
- 2.8 IAMU shall perform various tests and analysis including but not limited to audiometric.
- 2.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 2.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 2.11 All programs, forms, and processes shall be standardized, as much as possible, to the using department/work group.
- 2.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the parties representative.
- 2.13 IAMU will prepare recommendations for program and process improvements and submit to parties representative and applicable department/division/work group.
- 2.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.

### 3.0 Safety Consultation and Procedure Training:

- 3.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings, if

requested.

- 3.2 IAMU will assist and/or conduct incident investigations, when requested.
- 3.3 IAMU will prepare, arrange, and present education classes and related consulting services to educate employees on various OSHA health and safety issues, programs, and processes. It is understood that departments/divisions may cancel or reschedule training sessions based on their work schedules.
- 3.4 IAMU classes will be chosen and arranged by consultation with SGEI members, complying with the requirements of OSHA and relating to the specific needs.
- 3.5 When applicable, each training session shall include City-specific content, including documents, photographs.
- 3.6 When possible, training sessions shall include practical or hands-on instruction.
- 3.7 Annually, IAMU will provide the parties of SGEI with a summary of the previous year's training. Summary shall be provided in electronic (Excel) format suitable for inclusion in formal reports and retention in member records.
  - 3.7.1 IAMU will provide sign-in sheets for each course presented, including:
    - 3.7.2 Date.
    - 3.7.3 Duration/length of class.
    - 3.7.4 Instructor name.
    - 3.7.5 Department, division, or work group name where class was presented.
    - 3.7.6 Description/topic of class.
- 4.0 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the party representative, will provide a summary of training by employee.
  - 4.1 The database shall include a comprehensive record of training attendance for each employee in each department, division or work group where services have been provided by IAMU.
  - 4.2 Database records shall include each employee's name, department, division, work group, dates of attendance at training sessions, duration of each class, and name/topic of each session attended.
  - 4.3 By the 25th of each month, IAMU shall update database records to include all sessions presented the previous month. Party may request copy of training records anytime during the year.

## CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT PROVIDING FOR A SAFETY GROUP EAST IOWA

THIS AGREEMENT ("**Agreement**") is entered into pursuant to Iowa Code Chapter 28E by and between the undersigned cities, city utilities, and other public or private agencies which agree to become a party to this Agreement in accordance with the terms of this Agreement. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "**party**", and collectively as the "**parties**".

WHEREAS, the parties desire to enter into this Agreement pursuant to Iowa Code Chapter 28E in order to provide for joint and cooperative action among the parties for purposes of procuring safety services at an affordable price and to reduce future safety-related liabilities;

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I PARTICIPATION

Section 1. Participation and Administration. Any public or private agency may become a party to this Agreement with the consent of the other parties. Each of the parties to this Agreement shall be a member in good standing of the Iowa Association of Municipal Utilities ("IAMU"). IAMU shall be the Administrator of this Agreement and shall provide safety services to the parties jointly pursuant to a services Agreement. This Agreement does not establish a separate legal entity, and no real or personal property shall be acquired, held, or disposed of under this Agreement.

Section 2. Initial Parties. The initial parties of the Safety Group East Iowa are the City of Eldridge, the Eldridge Electric and Water Utilities, the City of Mount Vernon, the City of Solon, the City of Tipton, the City of West Liberty, and the City of Wilton.

Section 3. Additional Parties. Any public or private agency may, on a quarterly basis, become an additional party with the consent of at least two thirds of the other parties provided that such additional party provides (1) written evidence of adoption of a resolution by the governing body of the party approving and joining this Agreement, (2) notice of intent to participate given to IAMU at least 30 days prior to the start of the calendar quarter during which the party intends to begin participation, (3) remission of the additional party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in form and content approved by IAMU.

Section 4. Withdrawal. Any party may withdraw from this Agreement on an annual basis and may do so by providing (1) written evidence of adoption of a resolution by the governing body of the party withdrawing from this Agreement, (2) notice of intent to withdraw given to IAMU no later than January 1 during which the party intends to end participation of the coming fiscal year, beginning July 1, (3) remission of the party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in the form and content approved by IAMU. No initial party, as listed in Section 2 of this Article, may withdraw from the Agreement prior to June 30, 2023.

Section 5. Expulsion. A party may be expelled from this Agreement for cause upon a two thirds majority vote of the other parties at a meeting of the Coordinating Committee. For purposes of this

Section 5, “for cause” means a material failure to comply with the terms of this Agreement including a failure to timely remit payments for the party’s allocated share of costs or failure to participate in safety related functions.

Section 6. Duration. This Agreement shall be in effect as long as at least two parties remain and wish to procure and coordinate safety services.

Section 7. Termination. This Agreement may be terminated by a unanimous vote of the parties at a meeting of the Coordinating Committee established in Article III of this Agreement.

## ARTICLE II PURPOSE

The purpose of this Agreement is to provide for joint and collective action among the parties to procure and coordinate safety and related services from IAMU and to fairly allocate the costs of those services among the parties. By procuring and coordinating safety and related services, the parties will ensure the safety of municipal employees, protect members of the public, and better care for public property in a manner that is consistent with the best interests of municipal utilities and their customers.

## ARTICLE III COORDINATING COMMITTEE

Section 1. Coordinating Committee. Each entity that is a party to this Agreement shall be entitled to appoint one representative to the Coordinating Committee (“Committee”). If a city and a municipal utility in that city are each parties to this Agreement, then the city and the municipal utility in that city shall appoint one representative each. Only one representative from a city/utility may be an officer of the coordinating committee, unless approved by two-thirds of the Coordinating Committee. The Committee shall participate in training meetings, communications, and discussions with other members and with IAMU. The Committee shall hold an annual meeting each year on or after September 1. A Chairperson shall be selected at the annual meeting. The Committee may hold other meetings from time to time during the year at the call of the Chairperson. Representatives that cannot participate may name an alternate to participate. A majority of the parties to this Agreement shall constitute a quorum for purposes of the annual meeting.

Section 2. Coordinating Committee Duties. The Committee may plan and execute safety coordination activities on behalf of the parties, including the following actions and activities:

1. Setting goals and priorities for training pursuant to this Agreement;
2. Making recommendations on additional parties;
3. Making and entering into service agreements on behalf of the parties;
4. Evaluating training services and recommending changes or improvements;
5. Estimating the costs of service agreements and other expenses, and allocating all costs and expenses among the parties, including approving cost allocations pursuant to Article IV of this agreement;
6. Such other planning and coordinating activities as may be determined by the Coordinating Committee to efficiently meet the needs of the parties;
7. Forming subcommittees, from time to time, for other purposes.

## ARTICLE IV COSTS

Section 1. Initial Cost Allocation. The initial parties to this agreement, as described in Article I, Section 2 of this agreement, shall allocate the safety and related service costs among them according to the following steps:

1. Determine the total cost of service agreements with IAMU for providing safety and related services and any other related costs or expenses.
2. Determine the population of each party at the most recent decennial census. If a city and a municipal utility in that city are each parties to this agreement, one half of the city's population shall be assigned to the city party and one half to the municipal utility party.
3. Determine the total population of the parties by adding together the population of each of the initial parties.
4. Determine each party's proportionate share by dividing the population assigned to each party in step 2 by the total population of all parties determined in step 3.
5. Allocate to each party a share of the total costs determined in step 1 that is proportional to that party's share of the total population determined in step 4.
6. The total amount allocated to all parties in step 5 shall equal the total cost of all amounts determined in step 1.

Section 2. Reallocation of Costs. Each time the parties to this agreement change, the costs shall be reallocated pursuant to this section.

1. If an additional party joins or an existing party withdraws, the costs for all parties shall be reallocated according to steps described in Section 1 of this article and the new cost share shall be applicable upon reallocation.
2. If, at the time an additional party joins, the total cost of all service agreements with IAMU is less than the amount necessary to employ a full time safety coordinator, then the Coordinating Committee and IAMU may amend any existing service agreements by increasing the total cost of such service agreements.
3. If the Coordinating Committee and IAMU amend the total cost of such service agreements under number 2, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation and the amount of any increase shall to the extent feasible be allocated to the additional party.
4. The Coordinating Committee and IAMU shall not increase the total cost of a service agreement beyond the amount necessary to employ a full time safety coordinator.
5. Upon the withdrawal of an existing party, the Coordinating Committee and IAMU may amend any existing service agreements by decreasing the total cost of such service agreements.
6. If the Coordinating Committee and IAMU amend the total cost of a service agreement under number 5, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation.

Section 3. Cost Allocation Schedule. The Committee shall review and approve at the annual meeting the cost allocation amounts determined pursuant to Section 1 of this Article. Costs shall be allocated to the parties at least annually and may be reallocated during the year as necessary. However, upon the acceptance of additional parties to this agreement pursuant to Article I, the costs shall be reallocated as described in Section 1 of this Article. The Committee may amend the base participation fee from time to time upon a three fourths majority of those present and voting.

Section 4. Payments. Parties shall remit payments to IAMU on a quarterly basis according to the cost allocation amounts determined pursuant to Section 1 of this Article.

Section 5. Insurance. Each Party shall name the IAMU as an additional insured on each party's liability policy upon the request of the IAMU.

## ARTICLE V AMENDMENTS

This agreement may be amended from time to time upon the approval of the parties. However, the acceptance of additional parties shall be as described in Article I of this Agreement and shall not require a written amendment to the Agreement or further action by the initial parties.

## ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Governing Law. This Agreement is entered into and performable in substantial and material part in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, and in particular Iowa Code Chapter 28E, but without regard to the provisions thereof relating to conflicts of law or choice of law.

Section 2. Relationship of Parties Limited. Nothing contained in this Agreement, and no action taken, failed, or omitted to be taken by any party pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity. In no event shall any party be liable or responsible for any debts, liabilities or obligations of any kind or nature of any other party.

Section 3. Liability Limited. No party shall be liable for any actions taken pursuant to this Agreement, and no assets or properties of any party shall be liable for, or otherwise in any way subject to, any lien or other action of any creditor of any other party or any creditor arising from actions taken pursuant to this Agreement. IAMU, as the Administrator of this Agreement, shall have no liability under this Agreement to any party except only for any acts that are determined by a final, non-appealable judgement of an Iowa court to have constituted recklessness or intentional violation of law.

Section 4. Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. The words "**include**" and "**including**" are used in this Agreement in a nonexclusive manner and fashion, that is to include, but without limitation, the facts, items or other matters in question. Any references to a "**Section**" in this Agreement are to the referenced Section of this Agreement, unless expressly stated otherwise. Words and phrases in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Section 5. Counterparts. This Agreement, or any addendum to this Agreement, may be executed in counterparts (including by PDF, e-mail or facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6. Severability. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary Agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

Section 8. Filings. This Agreement, and any amendment, modification, or notice of termination of this Agreement, shall be filed in accordance with Chapter 28E of the Code of Iowa.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement effective as of June 10, 2020.

[SIGNATURE PAGES FOLLOW]

TO BE APPROVED BY RESOLUTION OF THE GOVERNING  
BODY OF THE ADDITIONAL PARTIES

ADDITIONAL PARTIES MEMBERSHIP ADDENDUM TO  
CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT  
PROVIDING FOR SAFETY GROUP EAST IOWA

THIS ADDENDUM & AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the undersigned cities, city utilities, and other public or private agencies, is for the purpose of providing a means by which the parties may jointly and cooperatively proceed under the provisions of Chapters 28E, *Code of Iowa*, to become a member of and participate in the Safety Group East Iowa. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a “party”, and collectively as the “parties”.

This Agreement shall be effective upon its execution and filing with the Secretary of State of the State of Iowa as provided in Sections 28E.8, Code of Iowa.

The Parties agree to be bound by the terms and conditions of the Chapter 28E Joint Intergovernmental Action Agreement Providing for Safety Group East Iowa. The Parties agree to be bound by such other rules and regulations as may from time to time be adopted by the SGEI Coordinating Committee, including but not limited to the Safety Service Agreement between SGEI and the Iowa Association of Municipal Utilities.

There are specific provisions relating to membership in and withdrawal from Chapter 28E Joint Intergovernmental Action Agreement Providing for Safety Group East Iowa. The Parties acknowledges receipt and approval of each of those documents and agrees to make payment of all amounts due to SGEI on or before its withdrawal, and further agrees that all contracts, separate agreements and obligations of Member shall survive its withdrawal from SGEI.

IN WITNESS WHEREOF, the parties hereto do execute this Application and Agreement for Membership in SGEI by resolution of the respective governing bodies as of the day and year first above written.

Safety Group East Iowa

By: \_\_\_\_\_  
Chair, SGEI Coordinating Committee  
Scott Kleppe, City of Solon

CITY OF ANAMOSA, IOWA

BY: \_\_\_\_\_  
Title: Mayor

**SIGNATURE PAGE FOR  
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT  
AMENDMENT TO 28E  
ADDITIONAL PARTICIPANT**

DYERSVILLE, CITY OF

BY: \_\_\_\_\_  
Title: Mayor

**SIGNATURE PAGE FOR  
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT  
AMENDMENT TO 28E  
ADDITIONAL PARTICIPANT**

MAQUOKETA, CITY OF

BY: \_\_\_\_\_  
Title: Mayor

**SIGNATURE PAGE FOR  
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT  
AMENDMENT TO 28E  
ADDITIONAL PARTICIPANT**

MAQUOKETA MUNICIPAL ELECTRIC UTILITY

BY: \_\_\_\_\_  
Title: Board Chair

**SIGNATURE PAGE FOR  
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT  
AMENDMENT TO 28E  
ADDITIONAL PARTICIPANT**

**RESOLUTION NO. 2020-XXX**

**RESOLUTION ENDORSING A GRANT APPLICATION FOR FUNDING THROUGH  
THE IOWA DEPARTMENT OF TRANSPORTATION'S "REVITALIZE IOWA'S  
SOUND ECONOMY" (RISE) PROGRAM**

**WHEREAS**, the State of Iowa has developed program funding, administered through the Iowa Department of Transportation (Iowa DOT) entitled "Revitalize Iowa's Sound Economy" (RISE); and

**WHEREAS**, said program is designed to assist cities and counties in the development of appropriate transportation systems to improve access to a city or industrial park to improve the overall economic character of the area; and

**WHEREAS**, the City of Anamosa City has constructed an industrial park zoned and platted for commercial/light industrial development that would benefit from increased site access, and

**WHEREAS**, the proposed transportation improvement to be partially funded through the RISE program includes the extension of existing roads and associated infrastructure improvements to create a new access point to the existing development site;

**BE IT RESOLVED, THEREFORE**, that the Anamosa City Council:

1. Supports the grant application for RISE Program Funding for infrastructure improvements to increase access to the Anamosa Commercial Park I & II.
2. Agrees that the planned improvement would increase the economic attractiveness of the Anamosa Commercial Park to area businesses.
3. Is currently coordinating with Jones County and RISE funding is essential for developing adequate transportation access.
4. Commits that the roadway improvements currently are and will continue to be dedicated for public use.
5. Certifies that jurisdictional responsibility for the improved roadway will be with the City of Anamosa and the roadway will be adequately maintained.
6. Commits to securing the match funding necessary as outlined in the grant application.

Councilmember \_\_\_\_\_ introduced the foregoing Resolution No. 2020-XXX and moved for its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the following indicates the vote;

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

**PASSED, ADOPTED AND APPROVED** this 14th day of September, 2020.

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Rod Smith, Mayor

ATTEST:

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Beth Brincks, City Clerk

**RESOLUTION NO. 2020-**

**RESOLUTION APPROVING THE OFFICIAL IOWA DEPARTMENT  
OF TRANSPORTATION FINANCIAL REPORT FOR CITY STREETS AND PARKING  
FOR FISCAL YEAR ENDING JUNE 30, 2020**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA**, by the City Council of Anamosa, Iowa, that the attached financial report for Fiscal Year ending June 30, 2020 is correct and do hereby approve the same.

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.

<b>Council Member</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>
CRUMP			
SMITH			
MACHART			
ZUMBACH			
STOUT			
CAPRON			

**PASSED AND APPROVED** this 14<sup>h</sup> day of September, 2020.

\_\_\_\_\_  
Rod Smith, Mayor

ATTEST:

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

Street Finance Report for Anamosa 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$233,848						\$233,848
Benefits - Roads/Streets	\$82,366	\$658					\$83,024
Training & Dues		\$3,079					\$3,079
Building & Grounds Maint. & Repair		\$771					\$771
Vehicle & Office Equip Operation and Repair		\$13,575					\$13,575
Operational Equipment Repair		\$20,745					\$20,745
Street Lights			\$72,271				\$72,271
Other Utilities	\$498	\$3,899					\$4,397
Engineering		\$3,258					\$3,258
Insurance	\$78,922	\$1,000					\$79,922
Medical		\$255					\$255
Other Contract Services		\$3,937					\$3,937
Minor Equipment Purchases		\$1,201					\$1,201
Office Supplies		\$10					\$10
Operating Supplies		\$23,513					\$23,513
Replacement Posts & Signs		\$1,214	\$316				\$1,530
Other Supplies		\$17,280					\$17,280
Other Capital Equipment		\$40,593					\$40,593
Street - Preservation		\$160,574					\$160,574
Principal Payment				\$70,000			\$70,000
Interest Payment				\$7,560			\$7,560
Transfer Out		\$210,000					\$210,000
Snow Removal		\$38,196					\$38,196
Total	\$395,634	\$543,758	\$72,587	\$77,560	\$0	\$0	\$1,089,539

Street Finance Report for Anamosa 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$185,634						\$185,634
Other Taxes (Hotel, LOST)			\$72,587	\$77,560			\$150,147
State Revenues - Road Use Taxes		\$711,203					\$711,203
Transfer In	\$210,000						\$210,000
Total	\$395,634	\$711,203	\$72,587	\$77,560	\$0	\$0	\$1,256,984

Street Finance Report for Anamosa 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
700,000 GO Bond	\$210,000	\$70,000	\$7,560	\$70,000	\$7,560	\$140,000

Street Finance Report for Anamosa 2020

Description	Model Year	Usage Type	Cost	Purchased Status
International Street Sweeper	2015	Purchased	\$182,425	No Change
Sterling Dump Truck	2009	Purchased	\$97,000	No Change
Sterling Single Axle Dump Truck	2006	Purchased	\$83,557	No Change
2500 Ford Truck	2011	Purchased	\$19,500	No Change
International 4900 Single Axle Dump Truck	2002	Purchased	\$67,600	No Change
Freightliner Dump Truck	2003	Purchased	\$138,104	No Change
Freightliner Dump Truck	2014	Purchased	\$100,000	No Change
Dodge Ram Truck 1-ton	2014	Purchased	\$32,964	No Change
Dodge Ram Truck 1-ton	2016	Purchased	\$32,358	No Change
Volvo Wheel Loader	2017	Purchased	\$128,600	No Change

Street Finance Report for Anamosa 2020

Project Description	Contract Price	Final Price	Contractor Name
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No projects found

Street Finance Report for Anamosa 2020

Summary	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Begining Balance		\$1,050,081	\$38,715				\$1,088,796
Expense	\$395,634	\$543,758	\$72,587	\$77,560			\$1,089,539
Revenue	\$395,634	\$711,203	\$72,587	\$77,560			\$1,256,984
Ending Balance		\$1,217,526	\$38,715				\$1,256,241

Resolution Number: 2020-99999

Execution Date: 9/14/2020

Signature: Beth Brincks

**RESOLUTION 2020-**

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19  
GOVERNMENT RELIEF FUND**

A resolution by the City of Anamosa, Iowa to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

**WHEREAS**, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

**WHEREAS**, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

**WHEREAS**, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

**NOW, THEREFORE BE IT RESOLVED**, the City of Anamosa, Iowa requests reimbursement of \$ 131,595.47 in eligible expenditures in response to the COVID-19 public health emergency.

**BE IT FURTHER RESOLVED**, the City of Anamosa, Iowa affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

HEREBY RESOLVED but the city council for the city of Anamosa, Iowa on this 14th day of September, 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.

COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

\_\_\_\_\_  
**ROD SMITH, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**BETH BRINCKS, CITY CLERK**

**MEETING MINUTES**  
**ZONING BOARD OF ADJUSTMENT**

Wednesday, July 8, 2020 – 5:00 p.m. – City Hall Council Chambers

PRESENT MEMBERS: Bill Carlson, Tammy Seeley, Pat Callahan

ABSENT MEMBERS: Megan Thomas, Mary Achenbach

STAFF: Jacob Sheridan, City Administrator  
Ginger Thomas, Deputy City Clerk

GUESTS PRESENT: Jerry Collell

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The meeting was called to order by Chairperson Carlson in the Council Chambers at the Anamosa City Hall at 5:00 p.m. Roll Call was taken with a quorum present.

Motion by Seeley to approve the minutes of 04/18/2019 meeting, second by Callahan. All ayes. Motion carried.

**Election of Officers**

Moved by Callahan, seconded by Seeley to appoint Carlson as Chair and Achenbach as Vice-Chair. All aye. Motion carried.

**Front Porch Pergola/Carport Variance at 108 South Sales Street**

Carlson opened for discussion the front porch pergola/carport variance review. Jerry Collell shared his concerns for a safe and accessible home. Carlson, Callahan, and Seeley visited the property at 108 South Sales Street prior to the meeting. Motion by Callahan, seconded by Seeley to recommend approval of variance for a front porch pergola/carport extension to City Council. All aye. Motion carried.

**Carriage House Carport Variance at 108 South Sales Street**

Carlson opened for discussion the carriage house carport variance review. Jerry Collell shared his concerns for a safe and accessible home. Carlson, Callahan, and Seeley visited the property at 108 South Sales Street prior to the meeting. Motion by Seeley, seconded by Callahan to recommend approval of variance for a carriage house carport extension to City Council. All aye. Motion carried.

Motion to adjourn by Callahan, seconded by Seeley. All aye. Motion carried. Meeting adjourned at 5:20 p.m.

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Bill Carlson, Vice Chairperson

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Ginger Thomas, Zoning Secretary

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

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

## CITY OF ANAMOSA

Payments Approved by City Council on September 14, 2020

## AUG 20 CONS DEP REFUNDS

Vendor Name	Description	Amount
BURR OAK DEVELOPMENT CO	BURR OAK DEP REF	52.69
EDLER/RENEE & TODD	EDLER CONS DEP REF	21.60
HOUSE/JESSICA	HOUSE CONS DEP REF	38.00
MARY ANN FELTES ESTATE	FELTES ESTATE DEP REF	88.75
RICHES/GAYE	RICHES CONS DEP REF	51.70
SITZMANN/KAITLYN	SITZMANN CONS DEP REF	13.73
TAYLOR/KARL	TAYLOR CONS DEP REF	38.54
TIEDT/SUE	TIEDT CONS DEP REF	80.31
WALCZAK/LEE	WALCZAK CONS DEP REF	60.28
WEAVER/PATRICIA	WEAVER CONS DEP REF	36.98
WEHLING/TARYN	WEHLING CONS DEP REF	40.77
	Final Totals...	523.35

## FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
51 WATER FUND	523.35
TOTAL ALL FUNDS	523.35

## August Manual Checks

8/31/2020	65598	IOWA PRISON INDUSTRIES	146.10-	DUPLICATE PAYMENT VOID
8/31/2020	65637	US POSTMASTER	125.04	UB REMINDER NOTICES
8/31/2020	65638	PAYROLL TRANSFER	93,544.18	PAYROLL TRANS AUG 7
8/31/2020	65702	US POSTMASTER	527.00	JULY UB BILLINGS
8/31/2020	65703	PAYROLL TRANSFER	74,321.47	AUG 21 PAYROLL TRANS
TOTAL			168,371.59	

## FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 GENERAL FUND	130,679.52
51 WATER FUND	16,662.20
52 WASTEWATER FUND	21,029.87
TOTAL ALL FUNDS	168,371.59

## September 14, 2020 Council Vouchers

Date Issued Warrant In Favor of

Check Amount Description

9/14/2020	65762	AEROMOD	340.07	AIR VALVE GASKET
9/14/2020	65763	ALGER/RICK	37.90	OVERPAYMENT
9/14/2020	65764	ALLIANT ENERGY	331.78	PD ELECTRIC
			330.04	FD ELECTRIC
			8,441.90	WELLS ELECTRIC
			5,581.34	STREET LIGHTS ELECTRIC
			36.63	SIREN ELECTRIC
			1,286.15	LIBRARY ELECTRIC
			569.66	PARKS ELECTRIC
			138.65	POOL ELECTRIC
			172.78	STREET DEPT ELECTRIC
			357.70	CITY HALL ELEC
			2,021.99	LCC ELECTRIC
			14,093.03	WWTR PLANT ELECTRIC
TOTAL **	65764		33,361.65	
9/14/2020	65765	AMAZON CAPITAL SERVICES	132.57	SAFARILAND HOLSTER
			10.61	SHIPPING AND HANDLING
TOTAL **	65765		143.18	
9/14/2020	65766	ASCAP	367.26	ANNUAL MUSIC LICENSE
9/14/2020	65767	AT&T MOBILITY	49.82	ADMIN 462 0813
			49.82	821 0308 STREET
			52.01	251 8329 PD
			52.01	251 8331 PD
			52.01	251 8332 PD
			52.01	251 8333 PD
			52.01	251 8334 PD
			52.01	251 8335 PD
			165.08	8328/8340/8341/8342 PD
			52.01	480 0391 PD
			52.01	480 3467 PD
			49.82	251 8371 LCC
			49.82	821 0306 WATER
			49.82	251 8379
			49.82	251 8374 WWTR
			49.82	251 8373
			49.82	251 8372 WWTR
			44.77	558 8335
			49.82	251 8242 LIBRARY
TOTAL **	65767		1,074.31	

9/14/2020	65768	AUTOMOTIVE SERVICES	70.00	TIRE REPAIR & LABOR
			51.75	TIRE REPAIR
TOTAL **	65768		121.75	
9/14/2020	65769	BLACK HILLS ENERGY	31.53	POLICE DEPT
			34.44	FIRE DEPT
			31.53	STREET DEPT
			31.53	CITY HALL
			42.11	LCC
			31.53	POOL
			31.53	WATER
			31.53	1205 WALWORTH WWTP
			37.62	1205 WALWORTH AVE
			34.85	2ND STREET LIFT STATION
TOTAL **	65769		338.20	
9/14/2020	65770	BRINCKS/BETH	20.00	MONTHLY PHONE DISB
9/14/2020	65771	CENTURYLINK	122.35	PD
			53.58	FD
			148.19	LIBRARY
			271.47	CITY HALL
			62.37	WATER DEPT
			224.67	WWTR
TOTAL **	65771		882.63	
9/14/2020	65772	CHEM RIGHT LABORATORIES INC	85.00	BACTERIA TESTING
9/14/2020	65773	CREATIVE FORMS & CONCEPT, INC.	858.67	REMINDER NOTICE PCARDS
			2,011.99	BILLING POSTCARDS
TOTAL **	65773		2,870.66	
9/14/2020	65774	DELANCEY ELECTRIC CO.	700.00	TRAFFIC SIGNAL HEAD RPR
9/14/2020	65775	DOCHTERMAN/KYLE	20.00	MONTHLY PHONE REIMB
9/14/2020	65776	DRJ GROUP LLC	92.50	PD FIRE EXT MAINT
9/14/2020	65777	ELAN-CARDMEMBER SERVICE	31.97	BOX EARPLUGS
			89.00	IA MUNC PROFFESION TRNG
			132.38	ELECTRIC FUEL PUMP
			28.58	RETRACTABLE KEY CHAINS
			218.00	OXYGEN SENSORS
			139.95	GRAMMARY
			485.00	WWI CLASS R NEVERMAN
			286.15	FORMDOCS
TOTAL **	65777		1,411.03	
9/14/2020	65778	FAREWAY STORES, INC.	7.98	WINDEX

TOTAL \*\* 65778  
 9/14/2020 65779 GALL'S INC.

6.00 BOTTLED WATER  
 15.99 PAPER TOWELS  
 29.97  
 39.99 STREET PRO GEAR BAG  
 60.00 3 UTILITY POLO  
 26.37 3 LEFT CHEST EMBROIDERY  
 35.97 3 HEAT TRANSFER  
 72.00 3 LONG SLEEVE POLO  
 26.37 3 LEFT CHEST EMBROIDERY  
 35.97 HEAT TRANSFER  
 2.99 SHIPPING  
 116.55 STINGER LED CHARGE  
 95.92 MK3 DEFENSE SPRAY  
 10.61 SHIPPING  
 102.99 BLACKHAWK EPOCH  
 5.14 SHIPPING  
 40.00 5.11 TAC LITE PANTS  
 2.01 SHIPPING  
 134.38 BLACKHAWK EPOCH LIGHTBEA  
 104.97 SURV EARPHONES  
 912.23

TOTAL \*\* 65779  
 9/14/2020 65780 HACH COMPANY

53.58 ASCORBIC ACID  
 43.18 ALKALINE RGT  
 41.20 PAN SOLN  
 28.59 FREIGHT

TOTAL \*\* 65780  
 9/14/2020 65781 HENRY/TROY  
 9/14/2020 65782 HOUSBY HEAVY EQUIPMENT

166.55  
 425.00 GRAVE OPENINGS  
 1,907.02 2000 VOLVO SERVICE  
 413.91 PIN MIRROR PIN

TOTAL \*\* 65782  
 9/14/2020 65783 HOWARD R GREEN

2,320.93  
 2,092.75 STORMWATER DATA COLLECTN  
 672.50 GIS SERVICES  
 1,040.52 WELL #6 PRELIM DESIGN

TOTAL \*\* 65783  
 9/14/2020 65784 HUSTON/JAKE  
 9/14/2020 65785 INFRASTRUCTURE TECHNOLOGY SOLU

3,805.77  
 4.55 REFUND  
 25.00 MONTHLY WEBSITE HOSTING  
 144.00 GB ITS ONLINE BACKUP  
 57.50 CONSULTING LABOR HOURS

TOTAL \*\* 65785

226.50

9/14/2020	65786	IOWA ASSOC. OF MUNICIPAL UTIL.	784.40	ECIASO JULY-SEPT DUES
			1,568.80	ECIASO DUES JULY-SEPT
TOTAL **	65786		2,353.20	
9/14/2020	65787	IOWA LAW ENFORCEMENT ACADEMY	50.00	TASER INSTRUCTOR CERT
			64.00	FIREARMS INSTRUCTOR POLO
TOTAL **	65787		114.00	
9/14/2020	65788	IOWA LEAGUE OF CITIES	50.00	LEAGUE CONFERENCE
			50.00	THOMAS LEAGUE CONFERENCE
			50.00	K. SMITH LEAGUE CONFRNC
			50.00	D. SMITH LEAGUE CONFRNCE
TOTAL **	65788		200.00	
9/14/2020	65789	IOWA ONE CALL	185.50	EMAIL NOTIFICATIONS
9/14/2020	65790	IOWA PRISON INDUSTRIES	35.88	BOX AIR FILTERS
9/14/2020	65791	JETCO INC	9,614.00	SCADA COMPUTER UPGRADE
			4,227.00	WIN 911 NOTIFY SOFTWARE
			360.00	SERVICE LABOR
			89.70	MILEAGE
			1,370.00	BATTERS FOR UPS CONTROL
			1,620.00	SERVICE LABOR
			179.40	MILEAGE
			202.00	REPLACEMENT ANTENNA
			20.00	STRAPS AND ANCHORS
TOTAL **	65791		17,682.10	
9/14/2020	65792	JOHN DEERE FINANCIAL	9.99	SIMPLE GREEN CLEANER
			9.98	PAPER TOWELS
			9.94	SCREWS
			256.89	CHAINSAW AND OIL
			19.98	15 AMP BREAKER
			13.98	WATER NOZZLES
			3.99	OIL
			80.95	SAW AND RAKE
			8.97	GREASE
			9.06	CLEANING SUPPLIES
			33.17	TAP & DIE SET & BOLTS
			43.05	OIL
TOTAL **	65792		499.95	
9/14/2020	65793	JONES COUNTY ENGINEER	322.06	FIRE DEPT FUEL
			1,163.96	RUT FUEL
			215.87	WATER

			190.21	WASTEWATER
			557.41	POLICE DEPT
			85.95	FIRE DEPT FUEL
			830.10	RUT FUEL
			98.20	WATER
			223.99	WASTEWATER
			520.86	POLICE FUEL
TOTAL **	65793		4,208.61	
9/14/2020	65794	KIECK'S	51.95	BASKETWEAVE ALT DTY BELT
			6.95	CLIP ON UNV HANDCUFF KEY
			20.00	BELT KEEPER SNAPS
			215.00	GD2 BLACK 48 GUARD GEN
			650.00	HL6B BLACK 48 MENS H GEN
TOTAL **	65794		943.90	
9/14/2020	65795	KIESLER'S POLICE SUPPLY	261.42	FEDERAL AE 40S&W 180GR
			151.00	FEDERAL 223REM 55GR MC/B
			122.00	FEDERAL TCTL 12 GA
			239.00	FEDERAL TCTL 223 55GR
TOTAL **	65795		773.42	
9/14/2020	65796	KLUESNER CONSTRUCTION	1,285.00	ASPAHLT REPAIR OAK STR
			105,313.58	ASPHALT OLAY HUBR SALES
			37,494.66	ASPHALT ALLEYS REPLACMNT
			22,654.18	ASPLT ALLEY MAIN1STGARN
			2,685.60	3RD ST MANHOLE
TOTAL **	65796		169,433.02	
9/14/2020	65797	KONICA PREMIER FINANCE	75.85	COPIER MONTHLY
9/14/2020	65798	L.L. PELLING COMPANY	795.60	COLD PATCH
9/14/2020	65799	LINN CO-OP OIL CO.	60.88	36 DIESEL
			50.00	DRIVER CHARGE
TOTAL **	65799		110.88	
9/14/2020	65800	LODE/ERIC	20.00	MONTHLY PHONE REIMB
9/14/2020	65801	MARION IRON COMPANY	312.98	3X3X1/4 20FT STAINLESS
9/14/2020	65802	MATHESON TRI-GAS INC	57.21	AUGUST RENTAL
			37.06	ARGON GAS
TOTAL **	65802		94.27	
9/14/2020	65803	MCALEER	17.00	WATER COOLER RENT
9/14/2020	65804	MEDIACOM	136.90	CITY HALL INTERNET
			174.70	LCC INTERNET
			59.99	MEDIACOM ONLINE SERVICE

			9.00	MEDIACOM ONLINE MODEM
TOTAL **	65804		380.59	
9/14/2020	65805	MIDWEST RADAR	200.00	MPH DECATUR
9/14/2020	65806	MINGER MOWING & LANDSCAPE, INC	45.00	608 E MAIN MOW TRIM
			70.00	111 S BOOTH MOW/TRIM 2X
			40.00	105 S BOOTH MOW TIM
TOTAL **	65806		155.00	
9/14/2020	65807	MUNICIPAL SUPPLY, INC.	325.00	1.5-2"OMNI REGISTER
9/14/2020	65808	PETTY CASH	136.10	CERTIFIED MAILS
9/14/2020	65809	RED'S SALES & SERVICE	253.67	TIMKEN WHEEN BEARING LR
			1,846.08	USED ENGINE
			77.00	R/R WHEEL BEARING
			79.95	FOUR WHEEL ALIGNMENT
			68.00	FREON
			7.50	PAG OIL
			59.95	EVAC & RECHARGE
TOTAL **	65809		2,392.15	
9/14/2020	65810	RHINO INDUSTRIES INC	6,532.00	4600 LBS POLYMER BELTPRS
9/14/2020	65811	ROGERS CONCRETE CONSTRUCTION	1,000.00	19.5FT TEAR/REPLACE CURB
9/14/2020	65812	SHAFFER PLBG & HTG	680.14	POLICE STATION A/C
			1,038.97	SERVICE LINE 404 2ND ST
			1,000.00	WATER MAIN BREAK 111 DUB
			415.00	TOILET REPLACEMENT
			950.00	REPLACE NA GAS WATER HTR
TOTAL **	65812		4,084.11	
9/14/2020	65813	SIMMONS PERRINE MOYER BERGMAN	350.00	CALACCI DISPUTE LEGAL
9/14/2020	65814	SIRCHIE FINGER PRINT LAB	79.80	NITRATE GLOVES
			44.12	SHIPPING/HANDLING
TOTAL **	65814		123.92	
9/14/2020	65815	SNYDER & ASSOCIATES INC.	4,680.00	WWTP FLOW EQU BASIN
			1,607.96	ENGINEERING SANITARY
			84.50	STREETS ENGINEERING
			43,970.00	US 151 GRADE SEPERATION
TOTAL **	65815		50,342.46	
9/14/2020	65816	ST. LUKE'S HEALTH SERVICE	35.00	NEW HIRE SCREENING
9/14/2020	65817	STOREY KENWORTHY	28.48	CLIPS INK
			27.27	FILE JACKETS
TOTAL **	65817		55.75	
9/14/2020	65818	TAC 10, INC.	3,802.00	TAC-RMS NOV 2020-OCT2021

TOTAL **	65818	
9/14/2020	65819	THOMAS/GINGER
9/14/2020	65820	TREASURER STATE OF IOWA
TOTAL **	65820	
9/14/2020	65821	U.S. CELLULAR
TOTAL **	65821	
9/14/2020	65822	WALMART
TOTAL **	65822	
9/14/2020	65823	WAYNE HALL CHRYSLER
TOTAL **	65823	
9/14/2020	65824	WEBER STONE COMPANY
9/14/2020	65825	WELTER STORAGE EQUIPMENT CO.

TOTAL

FUND RECAP:

FUND	DESCRIPTION
01	GENERAL FUND
06	ROAD USE TAX FUND
09	LOCAL OPTION TAX
51	WATER FUND
52	WASTEWATER FUND
71	WATER PROJECTS
72	SEWER PROJECTS
TOTAL ALL FUNDS	

1,134.00	TAC-RMS EVIDENCE
1,820.00	TAC-MOBILE
6,756.00	
20.00	MONTHLY PHONE REIMB
932.00	SEWER SALES TAX
155.00	SEWER LOST
5,131.00	WATER WET TAX
6,218.00	
18.22	821 0308 CELL
62.61	4807928 TABLET
47.67	4808342 TABLET
172.88	PD MOBILE INTERNET
301.38	
29.88	2 FANS
37.68	MARKERS/PINS/CORKBOARD
46.92	4 SAFETY VESTS
29.88	LITH 123 12P
9.78	32 GALLON TOTE
39.84	OLY VOICE RECORDER
14.74	TOILET PAPER
208.72	
425.10	RADIATOR GRILL
20.00	LABOR
445.10	
187.81	ROAD ROCK 1"
625.00	STEELCASE PANELS
328,487.89	

DISBURSEMENTS

26,019.18
177,692.29
8,374.09
38,893.25
27,818.56
1,040.52
4,680.00
328,487.89

August Receipts By Fund

FUND	DESCRIPTION	RECEIPTS
01	GENERAL FUND	54,222.10
06	ROAD USE TAX FUND	58,548.02
09	LOCAL OPTION TAX	42,141.74
26	CEMETERY PERPETUAL CARE FUND	75.00
50	CONSUMER DEPOSITS FUND	2,100.00
51	WATER FUND	2,103.33
52	WASTEWATER FUND	55,524.85
TOTAL	ALL FUNDS	214,715.04

City of Anamosa  
Treasurer's Monthly Report  
as of August 31, 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	2,993,225.23	42,636.21	197,201.17				2,838,660.27	9,192.46	750.00	2,848,602.73
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,338.65	0.16					4,338.81			4,338.81
Local Access	04	3,883.60	1.32					3,884.92			3,884.92
Road Use Tax	06	1,293,299.27	58,548.02	14,108.37				1,337,738.92			1,337,738.92
Local Option-35%	09	323,045.23	14,784.96	255.00				337,575.19			337,575.19
Local Option-65%	09	420,018.64	27,392.13	7,017.76				440,393.01			440,393.01
Debt Service	11	92,518.16	63.59					92,581.75			92,581.75
TIF	12	261,371.11	56.55					261,427.66			261,427.66
Special Assessment	13	87,113.78	96.89					87,210.67			87,210.67
Employee Benefit	20	126,190.48	337.46					126,527.94			126,527.94
Library Special Gift	21	0.00						0.00	599,333.68		599,333.68
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpertual Care	26	96,352.52	75.00					96,427.52			96,427.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	192,140.38	566.96					192,707.34			192,707.34
Water	51	893,888.07	76,894.02	58,079.11				912,702.98			912,702.98
WasteWater	52	3,498,013.60	142,340.62	65,971.31				3,574,382.91			3,574,382.91
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	-13,659.98						-13,659.98			-13,659.98
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
<b>TOTAL</b>		10,228,202.92	363,793.89	342,632.72	0.00	0.00	0.00	10,249,364.09	608,526.14	750.00	10,858,640.23

\*\*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