



CITY OF ANAMOSA
CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, FEBRUARY 12, 2024 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link (Viewing Only)
<https://us02web.zoom.us/j/8012629567>
Meeting ID: 801 262 9567
Passcode: Anamosa

Join by Telephone
+1 312 626 6799 US
Meeting ID: 801 262 9567
Passcode: 4952698

*To address the City Council, please wait for the Mayor to open the floor for public comment on an agenda item.
Before speaking, approach the podium, provide your name and address, and limit comments to five (5) minutes per agenda item.
Profane, obscene, or slanderous language will not be permitted.*

- 1.0) **Roll Call**
- 2.0) **Pledge of Allegiance**
- 3.0) **Consent Agenda (Review & Approve):**
 - a) Minutes from January 22, 2024 – Regular Session
 - b) Current bills
 - c) Cigarette/tobacco/nicotine permits
- 4.0) **Public Hearings:**
 - 4.1) **Public Hearing** – On the proposed sale of City owned real estate pursuant to Section 364.7 of the Iowa Code.
 - a) *Mayor opens the public hearing.*
 - b) *Proceedings.*
 - c) *Mayor closes the public hearing.*
 - d) **Council action – Resolution 2024-07. Roll Call.**
- 5.0) **Proclamations:** (None)
- 6.0) **Postponed Items:** (None)
- 7.0) **Council Action Items:**
 - 7.1) **Project Status Update** – HR Green
 - 7.2) **Resolution 2024-08** – Appropriating funds to outside agencies, under the Hotel/Motel Grant Program, for Fiscal Year 2025. **Roll Call.**
 - 7.3) **Resolution 2024-09** – Scheduling a Public Hearing on the proposed vacation and transfer of City street right-of-way to St. Patrick’s Church. **Roll Call.**
 - 7.4) **Discussion & Possible Action** – Request to be designated the official Jones County newspaper for the City of Anamosa.
 - 7.5) **Discussion & Possible Action** – Amended sludge hauling agreement with Midwest Injection (Steve Agnitsch, Public Utilities)
 - 7.6) **Review & Approve** – City-wide Spring Cleanup on Saturday, April 6, 2024, from 7:00am-11:00am. (Shane Brown, Streets Dept.)
 - 7.7) **Review & Approve** – Legal Services Contract with Lynch Dallas, P.C.
 - 7.8) **Review & Approve (Consent Agenda)** – Pay requests, totaling \$11,017.50.
 - a) From HR Green, in the amount of \$240.00, for GIS Services.
 - b) From Martin Gardner Architecture, in the amount of \$10,777.50, for Phase 2 of the Anamosa Downtown Revitalization Project Phase.
- 8.0) **City Administrator’s Report**
- 9.0) **Mayor and Council Reports**
 - 9.1) Mayor’s report
 - 9.2) Council reports
- 10.0) **Public Comment for Items Not on The Agenda**
- 11.0) **Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS

January 22, 2024

The City Council of the City of Anamosa met in Regular Session January 22, 2024, at the Anamosa Library & Learning Center at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Kay Smith, Dan Smith, Theresa Tuetken and Todd Weimer. Absent: Brooke Gombert. Also, present were Jeremiah Hoyt, City Administrator and Penny Lode, City Clerk.

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

Motion by Crump, seconded by K. Smith approving consent agenda items: Minutes of 01/08/24 Regular Session and Current bills. Ayes: all. Nays: none. Motion carried.

Mayor Smith opened the floor for presentations from outside agencies requesting funds from the City's Hotel/Motel Tax receipts.

Motion by Crump, seconded by D. Smith to postpone action on Resolution 2024-04 approving plans & specifications for the WWTP Improvements Project. Roll Call. Ayes: K. Smith, Tuetken, Weimer, Crump, D. Smith. Nays: none. Motion carried.

Motion by K. Smith, seconded by Tuetken approving Resolution 2024-05 rescinding the sale and conveyance of Parcel 2010-69, part of Lot 15, Anamosa Commercial Park Second Addition. Roll vote: Ayes: Tuetken, Weimer, Crump, D. Smith, K. Smith. Nays: none. Motion carried.

Motion by Crump, seconded by D. Smith approving Resolution 2024-06 setting date for public hearing on the proposed sale of City owned real estate pursuant to Section 364.7 of the Iowa Code. Roll vote: Ayes: Weimer, Crump, D. Smith, K. Smith, Tuetken. Nays: none. Motion carried.

No action was taken on request by the Streets Department to purchase an industrial snow blower.

No action was taken on request by the Public Utilities Department to purchase 2023 Bobcat UV34.

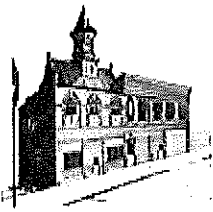
Motion by Crump, seconded by D. Smith approving consent agenda pay requests: HR Green - \$312.00, Martin Gardner - \$1425.00, Snyder & Assoc. - \$7002.08. Ayes: all. Nays: none. Motion carried.

Meeting adjourned at 8:04 p.m.

Rod Smith, Mayor

ATTEST:

Penny K. Lode, City Clerk



City of Anamosa, IA

Expense Approval Report

By Fund

Post Dates 1/23/2024 - 2/12/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
IPERS COLLECTIONS	01/26/2024	IPERS	001-000-2203	157.31
941 TAX EFT PAYMENT	01/26/2024	MEDICARE TAX	001-000-2206	90.62
941 TAX EFT PAYMENT	01/26/2024	SOCIAL SECURITY TAX	001-000-2202	263.52
IPERS COLLECTIONS	01/31/2024	IPERS	001-000-2203	58.98
941 TAX EFT PAYMENT	01/31/2024	MEDICARE TAX	001-000-2206	21.72
941 TAX EFT PAYMENT	01/31/2024	SOCIAL SECURITY TAX	001-000-2202	46.50
IPERS COLLECTIONS	02/02/2024	IPERS	001-000-2203	-15.08
941 TAX EFT PAYMENT	02/02/2024	MEDICARE TAX	001-000-2206	-2.78
941 TAX EFT PAYMENT	02/02/2024	SOCIAL SECURITY TAX	001-000-2202	-11.86
941 TAX EFT PAYMENT	02/02/2024	FEDERAL TAX	001-000-2200	-10.78
TREASURER STATE OF IOWA	02/02/2024	STATE TAX	001-000-2201	-5.12
THE HARTFORD	02/02/2024	AD&D	001-000-2208	50.40
WELLMARK BLUE CROSS BLUE	02/02/2024	ALLIANCE HEALTH INSURANC	001-000-2205	21,350.76
WELLMARK BLUE CROSS BLUE	02/02/2024	BLUE ADVANTAGE HEALTH IN	001-000-2205	2,267.63
COLLECTION SERVICES CENTE	02/02/2024	COLLECTION SERVICES	001-000-2204	257.55
DELTA DENTAL PLAN OF IOWA	02/02/2024	DELTA DENTAL INSURANCE	001-000-2205	1,187.46
CITY OF ANAMOSA	02/02/2024	FLEXIBLE - CHILDCARE	001-000-2204	96.15
CITY OF ANAMOSA	02/02/2024	FLEX - MEDICAL	001-000-2204	123.23
IPERS COLLECTIONS	02/02/2024	IPERS	001-000-2203	8,415.22
THE HARTFORD	02/02/2024	LIFE INSURANCE	001-000-2208	378.00
THE HARTFORD	02/02/2024	LTD	001-000-2208	359.85
IPERS COLLECTIONS	02/02/2024	IPERS	001-000-2203	3,122.22
VSP Insurance Co	02/02/2024	VSP INSURANCE	001-000-2205	266.52
941 TAX EFT PAYMENT	02/02/2024	MEDICARE TAX	001-000-2206	2,100.50
941 TAX EFT PAYMENT	02/02/2024	SOCIAL SECURITY TAX	001-000-2202	8,981.42
941 TAX EFT PAYMENT	02/02/2024	FEDERAL TAX	001-000-2200	4,916.46
TREASURER STATE OF IOWA	02/02/2024	STATE TAX	001-000-2201	2,486.88
Department 000 - 000 Total:				56,953.28
Department: 110 - POLICE				
REDS TOWING/PETRO STOP, I	02/12/2024	VEHICLE MAINT	001-110-6537	369.76
MID-STATES ORGANIZED CRI	02/12/2024	MEMBERSHIP	001-110-6430	100.00
SUNSET LAW ENFORCEMENT	02/12/2024	AMMO	001-110-6530	795.00
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	001-110-6373	2.46
AUXIANT	02/12/2024	SELF FUND INSURANCE	001-110-6155	301.37
AT&T MOBILITY	02/12/2024	CELL PHONES	001-110-6373	1,090.06
E-KIT SUPPLY	02/12/2024	FIELD SEARCH COURSE	001-110-6445	595.00
ACCESS SYSTEMS LEASING	02/12/2024	COPIERS LEASE	001-110-6470	146.35
HUNT/TYLER	02/12/2024	JCERT TRAINING	001-110-6447	61.07
BROKAW/NICK	02/12/2024	ANNUAL JCERT	001-110-6447	36.97
DENNISTON/DEREK	02/12/2024	JCERT TRAINING	001-110-6537	183.49
IOWA PRISON INDUSTRIES	02/12/2024	UNIFORMS	001-110-6181	218.25
ANAMOSA HOME DECORATIN	02/12/2024	SUPPLIES	001-110-6540	17.78
AUXIANT	02/12/2024	SELF FUND INSURANCE	001-110-6155	53.40
TECHNICOM, INC.	02/12/2024	NEW PD PHONE	001-110-6476	517.96
ALLIANT ENERGY	02/12/2024	ELECTRIC	001-110-6371	551.20
ALLIANT ENERGY	02/12/2024	ELECTRIC	001-110-6371	488.86
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	001-110-6540	31.00
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	PARTS	001-110-6474	4.94
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	PARTS	001-110-6474	31.37
AUXIANT	02/12/2024	SELF FUND INSURANCE	001-110-6155	21.30
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	PARTS	001-110-6474	84.40
Department 110 - POLICE Total:				5,701.99

Expense Approval Report

Post Dates: 1/23/2024 - 2/12/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Department: 111 - 111				
ALLIANT ENERGY	02/12/2024	ELECTRIC	001-111-6371	44.58
Department 111 - 111 Total:				44.58
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
ANAMOSA STATE PENITENTIA	02/12/2024	INMATE LABOR	001-210-6490	165.00
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				165.00
Department: 290 - SOLID WASTE				
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	001-290-6461	140.00
Department 290 - SOLID WASTE Total:				140.00
Department: 450 - CEMETERY FUND				
HENRY/TROY	02/12/2024	BURIALS	001-450-4553	1,500.00
Department 450 - CEMETERY FUND Total:				1,500.00
Department: 612 - CITY ADMINISTRATOR				
AT&T MOBILITY	02/12/2024	CELL PHONE	001-612-6373	49.97
Department 612 - CITY ADMINISTRATOR Total:				49.97
Department: 622 - SUPPORT ADMINISTRATION				
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	001-622-6373	6.16
ACCESS SYSTEMS LEASING	02/12/2024	COPIERS LEASE	001-622-6470	146.34
US POSTMASTER	01/23/2024	POSTAGE STAMPS	001-622-6508	680.00
WOODWARD COMMUNITY M	02/12/2024	LEGALS	001-622-6414	339.93
MCALEER	02/12/2024	WATER COOLER	001-622-6530	57.00
ENCOMPASS	02/12/2024	IT SERVICES	001-622-6480	5,150.00
ACCESS SYSTEMS	02/12/2024	COPIER SERVICE CALL	001-622-6470	40.00
Department 622 - SUPPORT ADMINISTRATION Total:				6,419.43
Department: 650 - CITY HALL				
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	001-650-6475	31.00
Department 650 - CITY HALL Total:				31.00
Department: 950 - 950				
DEB'S SPORTS BAR	01/31/2024	LIQUOR LICENSE REFUND	001-950-4100	585.00
Department 950 - 950 Total:				585.00
Fund 001 - GENERAL FUND Total:				71,590.25
Fund: 015 - FIRE SERVICE				
Department: 150 - FIRE DEPARTMENT				
SHADA/TIM	02/02/2024	REPLACE FIRE PAY CK 07/10/2	015-150-6069	990.00
FRANK/DANIEL	02/02/2024	REPLACE FIRE PAY CK 2021	015-150-6069	655.00
SANDRY FIRE SUPPLY, LLC	02/12/2024	HELMET BADGE	015-150-6542	104.74
MCM PROFESSIONAL SERVICE	02/12/2024	CLEANING OF FIRE STATION	015-150-6475	600.00
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	015-150-6373	1.23
RADIO COMMUNICATIONS	02/12/2024	TRUCK LED LIGHTS	015-150-6474	1,756.64
CENTURYLINK	02/12/2024	PHONE	015-150-6373	37.08
ALLIANT ENERGY	02/12/2024	ELECTRIC	015-150-6371	404.99
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	015-150-6475	90.00
DRJ GROUP LLC	02/12/2024	FIRE EXTINGUISHERS	015-150-6542	215.92
FIRE SERVICE TRAINING BURE	02/12/2024	ANNUAL FIRE SCHOOL	015-150-6445	1,235.00
STRUBE/KYLE	02/12/2024	WINTER FIRE SCHOOL	015-150-6446	201.00
MINER/CHRIS	02/12/2024	WINTER FIRE SCHOOL	015-150-6446	201.00
FRANK/DANIEL	02/12/2024	WINTER FIRE SCHOOL	015-150-6447	54.68
CAMPBELL/TOM	02/12/2024	WINTER FIRE SCHOOL	015-150-6447	73.41
STRUBE/KYLE	02/12/2024	WINTER FIRE SCHOOL	015-150-6447	67.67
MINER/CHRIS	02/12/2024	WINTER FIRE SCHOOL	015-150-6447	59.87
Department 150 - FIRE DEPARTMENT Total:				6,748.23
Fund 015 - FIRE SERVICE Total:				6,748.23
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
AT&T MOBILITY	02/12/2024	CELL PHONE	041-410-6373	49.97

Expense Approval Report

Post Dates: 1/23/2024 - 2/12/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
ALLIANT ENERGY	02/12/2024	ELECTRIC	041-410-6371	1,818.22
Department 410 - LIBRARY Total:				1,868.19
Fund 041 - LIBRARY FUND Total:				1,868.19

Fund: 043 - PARKS & RECREATION

Department: 430 - RECREATION

TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	043-430-6373	14.45
COTTON GALLERY	02/12/2024	SHIRTS	043-430-6531	237.50
AT&T MOBILITY	02/12/2024	CELL PHONE	043-430-6373	49.97
CENTURYLINK	02/12/2024	PHONE	043-430-6373	73.66
ALLIANT ENERGY	02/12/2024	ELECTRIC	043-430-6371	428.08
WOODWARD COMMUNITY M	02/12/2024	ADS	043-430-6402	239.82
TAPKEN'S CONVENIENCE PLUS	02/12/2024	FUEL	043-430-6551	294.75
Department 430 - RECREATION Total:				1,338.23
Fund 043 - PARKS & RECREATION Total:				1,338.23

Fund: 044 - AQUA COURT

Department: 440 - AQUA COURT

TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	044-440-6373	1.23
ALLIANT ENERGY	02/12/2024	ELECTRIC	044-440-6371	77.46
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	044-440-6475	30.00
Department 440 - AQUA COURT Total:				108.69
Fund 044 - AQUA COURT Total:				108.69

Fund: 046 - LAWRENCE COMMUNITY CENTER FUND

Department: 460 - LAWRENCE COMMUNITY CENTER

STAR FOOD SERVICE EQUIP.	02/12/2024	ICE MACHINE	046-460-6522	676.90
ANAMOSA HOME DECORATIN	02/12/2024	WINDOW CAULK	046-460-6475	143.32
ACCESS SYSTEMS LEASING	02/12/2024	COPIERS LEASE	046-460-6470	195.92
SCHAEFER/JACKIE	01/26/2024	LCC DEPOSIT REFUND	046-460-6497	375.00
ALLIANT ENERGY	02/12/2024	ELECTRIC	046-460-6371	1,775.72
ZIPPY'S SALT BARN	02/12/2024	SALT	046-460-6470	101.90
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	046-460-6452	140.00
PUSH PEDAL PULL	02/12/2024	ELLIPTICAL	046-460-6521	3,852.00
Department 460 - LAWRENCE COMMUNITY CENTER Total:				7,260.76
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				7,260.76

Fund: 110 - ROAD USE TAX

Department: 211 - Public Services - community betterment

ARNOLD MOTOR SUPPLY, LLP	02/12/2024	TRUCK LIGHTS	110-211-6553	80.82
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	110-211-6373	2.46
ROGERS ROCK AND SAND	02/12/2024	MANSAND	110-211-6544	1,244.42
HOUSBY HEAVY EQUIPMENT	02/12/2024	PARTS	110-211-6470	338.01
KROMMINGA MOTORS	02/12/2024	SKID LOADER CAP	110-211-6470	20.35
LINN CO-OP OIL CO.	02/12/2024	FUEL	110-211-6551	1,392.17
CENTURYLINK	02/12/2024	PHONE	110-211-6373	66.04
MORTON SALT, INC	02/12/2024	SALT	110-211-6544	10,492.73
MATTHEW MCNAMARA FAR	02/12/2024	SNOW REMOVAL	110-211-6544	552.50
ALLIANT ENERGY	02/12/2024	ELECTRIC	110-211-6371	304.58
ZIPPY'S SALT BARN	02/12/2024	SALT	110-211-6470	1,567.02
ZIPPY'S SALT BARN	02/12/2024	SALT	110-211-6544	397.61
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	WINDSHEILD WIPER PARTS	110-211-6474	4.50
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	PARTS	110-211-6474	14.82
LODE/ERIC	02/12/2024	PHONE STIPEND	110-211-6373	20.00
FRAZIER/SPENCER	02/12/2024	PHONE STIPEND	110-211-6373	20.00
KRAY/JEFF	02/12/2024	PHONE STIPEND	110-211-6373	20.00
CARQUEST OF MONTICELLO	02/12/2024	OXYGEN	110-211-6530	41.54
ROGERS ROCK AND SAND	02/12/2024	MANSAND	110-211-6544	1,316.00
JJ MERRILL CUSTOM FABRICA	02/12/2024	VPLOW REPAIR	110-211-6470	125.00
RECREATIONAL MOTOR SPOR	02/12/2024	AIR FILTERS	110-211-6470	35.82
MENARDS	02/12/2024	HOSE & CHECK VALVE	110-211-6553	25.57

Expense Approval Report

Post Dates: 1/23/2024 - 2/12/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	OIL	110-211-6474	107.04
Department 211 - Public Services - community betterment Total:				18,189.00
Fund 110 - ROAD USE TAX Total:				18,189.00

Fund: 122 - LOCAL OPTION TAX 65%

Department: 210 - ROADS, BRIDGES, SIDEWALKS				
ALLIANT ENERGY	02/12/2024	ELECTRIC	122-210-6372	6,892.14
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				6,892.14
Fund 122 - LOCAL OPTION TAX 65% Total:				6,892.14

Fund: 600 - WATER FUND

Department: 810 - 810				
USA BLUE BOOK	02/12/2024	LAB SUPPLIES	600-810-6501	296.24
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	600-810-6373	2.46
J&R SUPPLY	02/12/2024	REPAIR CLAMPS	600-810-6784	1,995.00
WEBER STONE COMPANY	02/12/2024	ROCK	600-810-6784	1,273.51
AMAZON CAPITAL SERVICES	02/12/2024	BATTERIES	600-810-6530	42.98
IOWA ONE CALL	02/12/2024	LOCATES	600-810-6489	60.70
CENTURYLINK	02/12/2024	PHONE	600-810-6373	126.48
CHEM RIGHT LABORATORIES I	02/12/2024	TESTING	600-810-6470	95.00
CARQUEST OF MONTICELLO	02/12/2024	CRUISER REPAIRS	600-810-6474	405.99
ALLIANT ENERGY	02/12/2024	ELECTRIC	600-810-6371	9,079.17
CARQUEST OF MONTICELLO	02/12/2024	RETURN	600-810-6474	-11.01
OLIN-MORLEY TELEPHONE CO	02/12/2024	PHONE/INTERNET	600-810-6373	104.95
US POSTMASTER	02/06/2024	UB REMINDER NOTICE POSTA	600-810-6508	57.78
ARNOLD MOTOR SUPPLY, LLP	02/12/2024	BATTERY	600-810-6474	191.23
US POSTMASTER	02/08/2024	UB REMINDER NOTICES POST	600-810-6508	27.56
Department 810 - 810 Total:				13,748.04
Fund 600 - WATER FUND Total:				13,748.04

Fund: 610 - WASTEWATER FUND

Department: 815 - 815				
USA BLUE BOOK	02/12/2024	LAB SUPPLIES	610-815-6501	22.84
JJ MERRILL CUSTOM FABRICA	02/12/2024	SCREEN REPAIR	610-815-6472	187.50
ENAUQA	02/12/2024	UV REPAIRS	610-815-6472	1,772.00
QC ANALYTICAL SERVICES LLC	02/12/2024	TESTING	610-815-6479	1,294.50
NORTH CENTRAL LABORATOR	02/12/2024	THERMOMETERS	610-815-6504	350.97
TRANSWORLD NETWORK, CO	02/12/2024	PHONE LONG DISTANCE	610-815-6373	1.23
METTLER-TOLEDO	02/12/2024	SCALE CERTIFICATION	610-815-6553	895.00
ANAMOSA STATE PENITENTIA	02/12/2024	INMATE LABOR	610-815-6010	85.00
CREATIVE FORMS & CONCEPT,	02/12/2024	UB BILLS	610-815-6531	522.26
IOWA ONE CALL	02/12/2024	LOCATES	610-815-6489	60.70
RECREATIONAL MOTOR SPOR	02/12/2024	SHIPPING	610-815-6431	36.19
CENTURYLINK	02/12/2024	PHONE	610-815-6373	239.37
ALLIANT ENERGY	02/12/2024	ELECTRIC	610-815-6371	9,661.45
LINN CO-OP OIL CO.	02/12/2024	FUEL	610-815-6551	2,734.33
WAPSI WASTE SERVICE, INC.	02/12/2024	TRASH HAULING	610-815-6523	90.00
CR LC SOLID WASTE AGENCY	02/12/2024	WASTE	610-815-6472	113.75
CHEMSEARCH	02/12/2024	ECOSTORM	610-815-6501	165.00
SHADA/TIM	02/12/2024	PHONE STIPEND	610-815-6373	20.00
JOHN HENRY FOSTER MINNES	02/12/2024	COMPRESSOR DRYER SERVICE	610-815-6470	847.40
CUSTOM HOSE & SUPPLIES	02/12/2024	LOADER HOSE REPAIR	610-815-6470	98.95
US POSTMASTER	02/06/2024	UB REMINDER NOTICE POSTA	610-815-6508	57.77
US POSTMASTER	02/08/2024	UB REMINDER NOTICES POST	610-815-6508	27.55
Department 815 - 815 Total:				19,283.76
Fund 610 - WASTEWATER FUND Total:				19,283.76

Grand Total: 147,027.29

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	71,590.25	58,594.35
015 - FIRE SERVICE	6,748.23	1,645.00
041 - LIBRARY FUND	1,868.19	0.00
043 - PARKS & RECREATION	1,338.23	0.00
044 - AQUA COURT	108.69	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	7,260.76	375.00
110 - ROAD USE TAX	18,189.00	0.00
122 - LOCAL OPTION TAX 65%	6,892.14	0.00
600 - WATER FUND	13,748.04	85.34
610 - WASTEWATER FUND	19,283.76	85.32
Grand Total:	147,027.29	60,785.01

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	4,905.68	4,905.68
001-000-2201	SIT HOLDING	2,481.76	2,481.76
001-000-2202	FICA HOLDING	9,279.58	9,279.58
001-000-2203	IPERS HOLDING	11,738.65	11,738.65
001-000-2204	PEDC HOLDING	476.93	476.93
001-000-2205	HEALTH & CANCER INS.	25,072.37	25,072.37
001-000-2206	MEDICARE HOLDING	2,210.06	2,210.06
001-000-2208	LIFE HOLDING	788.25	788.25
001-110-6155	SELF FUNDED HEALTH IN	376.07	376.07
001-110-6181	ALLOWANCE, UNIFORM	218.25	0.00
001-110-6371	UTILITIES, ELECTRIC	1,040.06	0.00
001-110-6373	UTILITIES, TELEPHONE	1,092.52	0.00
001-110-6430	MEMBERSHIP DUES & S	100.00	0.00
001-110-6445	TRAINING AND REGISTR	595.00	0.00
001-110-6447	TRAINING EXPENSES	98.04	0.00
001-110-6470	EQUIPMENT MAINT CO	146.35	0.00
001-110-6474	MAINTENANCE, VEHICLE	120.71	0.00
001-110-6476	MAINTENANCE, OFFICE	517.96	0.00
001-110-6530	SUPPLIES, OPERATIONS	795.00	0.00
001-110-6537	JCERT	553.25	0.00
001-110-6540	BLDG & GROUNDS MAI	48.78	0.00
001-111-6371	UTILITIES, ELECTRIC (SIR	44.58	0.00
001-210-6490	PROFESSIONAL SERVICE	165.00	0.00
001-290-6461	SOLID WASTE COLLECTI	140.00	0.00
001-450-4553	BURIAL CHARGES	1,500.00	0.00
001-612-6373	UTILITIES, TELEPHONE	49.97	0.00
001-622-6373	UTILITIES, TELEPHONE	6.16	0.00
001-622-6414	PUBLIC NOTICES	339.93	0.00
001-622-6470	MAINT. CONTRACT OFFI	186.34	0.00
001-622-6480	MAINT. CONTRACT COM	5,150.00	0.00
001-622-6508	SUPPLIES, POSTAGE	680.00	680.00
001-622-6530	SUPPLIES, OPERATIONS	57.00	0.00
001-650-6475	BUIDLING & GROUNDS	31.00	0.00
001-950-4100	BEER & LIQUOR LICENSE	585.00	585.00
015-150-6069	CALL/MEETING STIPEND	1,645.00	1,645.00
015-150-6371	UTILITIES, ELECTRIC	404.99	0.00
015-150-6373	UTILITIES, TELEPHONE	38.31	0.00
015-150-6445	TRAINING AND REGISTR	1,235.00	0.00
015-150-6446	TRAVEL	402.00	0.00
015-150-6447	TRAINING EXPENSES	255.63	0.00
015-150-6474	MAINTENANCE, VEHICLE	1,756.64	0.00
015-150-6475	MAINTENANCE, GROUN	690.00	0.00
015-150-6542	SUPPLIES, MISCELLANEO	320.66	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
041-410-6371	UTILITIES, ELECTRIC	1,818.22	0.00
041-410-6373	UTILITIES, TELEPHONE	49.97	0.00
043-430-6371	UTILITIES, ELECTRIC	428.08	0.00
043-430-6373	UTILITIES, TELEPHONE	138.08	0.00
043-430-6402	ADVERTISING, GENERAL	239.82	0.00
043-430-6531	SUPPLIES, REC. PROGRA	237.50	0.00
043-430-6551	FUEL EXPENSE	294.75	0.00
044-440-6371	UTILITIES, ELECTRIC	77.46	0.00
044-440-6373	UTILITIES, TELEPHONE	1.23	0.00
044-440-6475	MAINTENANCE, BLDGS	30.00	0.00
046-460-6371	UTILITIES, ELECTRIC	1,775.72	0.00
046-460-6452	CONTRCT,MAINT. BLDGS	140.00	0.00
046-460-6470	MAINTENANCE, EQUIP	297.82	0.00
046-460-6475	MAINTENANCE, BLDGS	143.32	0.00
046-460-6497	REFUND	375.00	375.00
046-460-6521	EQUIPMENT, RECREATIO	3,852.00	0.00
046-460-6522	EQUIPMENT, MAINTENA	676.90	0.00
110-211-6371	UTILITIES, ELECTRIC	304.58	0.00
110-211-6373	UTILITIES, TELEPHONE	128.50	0.00
110-211-6470	MAINTENANCE, EQUIP	2,086.20	0.00
110-211-6474	MAINTENANCE, VEHICLE	126.36	0.00
110-211-6530	SUPPLIES, OPERATIONS	41.54	0.00
110-211-6544	SUPPLIES, SNOW & ICE R	14,003.26	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,392.17	0.00
110-211-6553	MISCELLANEOUS SUPPLI	106.39	0.00
122-210-6372	ELECTRIC UTILITIES, ST LI	6,892.14	0.00
600-810-6371	UTILITIES, ELECTRIC	9,079.17	0.00
600-810-6373	UTILITIES, TELEPHONE	233.89	0.00
600-810-6470	PROF. SERVICES - TESTIN	95.00	0.00
600-810-6474	MAINTENANCE, VEHICLE	586.21	0.00
600-810-6489	PROFESSIONAL SERVICE	60.70	0.00
600-810-6501	CHEMICALS	296.24	0.00
600-810-6508	SUPPLIES, POSTAGE	85.34	85.34
600-810-6530	SUPPLIES, OPERATIONS	42.98	0.00
600-810-6784	WATER TREATMENT IMP	3,268.51	0.00
610-815-6010	SALARIES, REGULAR FUL	85.00	0.00
610-815-6371	UTILITIES, ELECTRIC	9,661.45	0.00
610-815-6373	UTILITIES, TELEPHONE	260.60	0.00
610-815-6431	SHIPPING	36.19	0.00
610-815-6470	MAINTENANCE, EQUIP	946.35	0.00
610-815-6472	MAINTENANCE, SYSTEM	2,073.25	0.00
610-815-6479	PROF. SERVICES - TESTIN	1,294.50	0.00
610-815-6489	PROFESSIONAL SERVICE	60.70	0.00
610-815-6501	CHEMICALS	187.84	0.00
610-815-6504	EQUIPMENT, SMALL	350.97	0.00
610-815-6508	SUPPLIES, POSTAGE	85.32	85.32
610-815-6523	EQUIPMENT, BLDG. MAI	90.00	0.00
610-815-6531	SUPPLIES, BILLING	522.26	0.00
610-815-6551	FUEL EXPENSE	2,734.33	0.00
610-815-6553	MISCELLANEOUS EXPEN	895.00	0.00
Grand Total:		147,027.29	60,785.01

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	147,027.29	60,785.01
Grand Total:	147,027.29	60,785.01

Instructions on the reverse side

For period (MM/DD/YYYY) 01/19/24 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: ANAMOSA Smoke shop and Vape
Physical location address: 405 E main St Suite A City: anamosa ZIP: 52205
Mailing address: 405 E main St City: anamosa State: IA ZIP: 52205
Business phone number: 319 318 2270

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP mBAK LLC
Mailing address: 6921 Surrey Dr NE City: Cedar Rapids State: IA ZIP: 52402
Phone number: 773 470 6845 Fax number: _____ Email: mnk9118@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): mohanna Name (please print): _____
Signature: [Signature] Signature: _____
Date: 1/19/2024 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 37.50
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

AGENCY DISCLOSURE AND COMMISSION AGREEMENT

UNREPRESENTED SELLER (FOR SALE BY OWNER)



Iowa law requires the disclosure of agency and affiliate relationships to all parties in a contract. The seller in this contract is not represented by a real estate agent but should know that the buyer in the contract does wish to have real estate agent representation.

Seller City of Anamosa

Buyer John Schlarmann as Representative for Jones County Board of Supervisors

This agreement is binding between the aforementioned seller and the real estate brokerage, Keller Williams Legacy Group and any affiliated real estate salespeople/broker associates/brokers to facilitate the sale of the following address:

City Lot in Anamosa Commercial Park, Anamosa, 52205

This may include setting appointments for viewings by the buyer and their friends and/or family prior to purchase, inspectors, appraisers, contractors, and insurance company personnel as needed. This will also include negotiation of initial offer, negotiation regarding inspections, and any access and documentation requested of the seller by the aforementioned parties, closing companies, and lenders.

Unrepresented party should be aware that the Keller Williams Legacy Group agent in this transaction represents the buyer only and will not be acting on your behalf, but on behalf of the buyer.

For their part in this transaction **Keller Williams Legacy Group will be paid a commission of \$ 2000.00**, by the seller, at closing. This professional services fee will appear on the closing statement for the transaction, whether facilitated by a lender or attorney.

Seller agrees, within 3 business days of accepted offer, to **hire an escrow (closing) company to prepare closing documents on their behalf**. Seller understands there are expenses of sale that are customary seller charges – including, but not limited to: seller escrow company fees, warranty deed preparation, revenue stamps, abstract extension, taxes currently due and tax proration, and attorney fees related to anything that may be required to obtain clear title to the property. These fees vary greatly and seller should be aware that all need to be paid out of proceeds or separately at closing to have a successful transfer of title.

Seller should be aware that any debt currently against the property in the form of mortgage lien or other lien (including homeowner's association dues to the date of closing) must be paid at closing out of the seller proceeds or paid in some other fashion to allow title to transfer. The buyer will not accept a title transfer to a property encumbered by liens or judgments. Prior to signing any purchase agreement, **seller agrees to verify their indebtedness and to pay all liens and judgments at or prior to closing.**

Seller further understands that the buyer has the right to inspect the property in addition to standard inspections in a final inspection. This inspection will take place no less than two days prior to closing. Seller shall **vacate the property prior to closing**, and it is often preferable if the final inspection takes place after the seller has vacated the property. Though all inspections may have been released, seller would remain responsible for condition of the property, all items requested in any agreed upon remedy request should be complete, all agreed upon items remaining with the property should be in their place, the property should be clean, and ready for new owners. **All utilities should remain on in seller name until closing and all necessary lawn care, snow removal, and maintenance will continue to be done by seller until closing.**

DUTIES OF A REAL ESATE LICENSEE TO ALL PARTIES TO THE TRANSACTION

1. DESCRIPTION OF KELLER WILLIAMS LEGACY GROUP® ROLE

Because Keller Williams Legacy Group® is acting as agent for Buyer.

The following information cannot be disclosed by Keller Williams Legacy Group® when acting as agent without the informed written consent of the client to whom the information pertains:

- A. That the Buyer / Lessee is willing to pay more than the purchase price offered for the property.
- B. That the Seller / Lessor is willing to accept less than the asking price for the property.
- C. What the motivating factors are for any client buying, selling, or leasing a property.
- D. That the Seller / Lessor will agree to financing terms other than those offered.

2. DESCRIPTION OF BROKERAGE SERVICES

- A. What Keller Williams Legacy Group® and its sales associates **CAN DO:** *Provide helpful information about the property and area to Buyer / Lessee. * Respond accurately to questions about the property. *Disclose financial qualifications of Buyer / Lessee to Seller / Lessor. * Explain real estate terms and procedures. *Explain to Buyer / Lessee the benefits of having the property inspected. * Explain closing costs and procedures * Help the Buyer / Lessee compare financing alternatives. *Provide information about comparable properties so Seller / Lessor and Buyer / Lessee may make an educated decision on what price to accept or offer. *Assist with the standard offer form that will include the necessary protections and disclosures for Seller / Lessor and Buyer / Lessee. *Work diligently to facilitate the sale / lease within the scope of our expertise and recommend when outside experts should be retained.

*Disclose to Buyer / Lessee and Seller / Lessor all material adverse facts that are known except for the following:

- 1. Material adverse facts known by Buyer / Lessee and Seller / Lessor.
 - 2. Material adverse facts Buyer / Lessee or Seller / Lessor could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts of the disclosure which is prohibited by law.
 - 4. Material adverse facts that are known to a person who conducts an inspection on behalf of Buyer / Lessee or Seller / Lessor.
- B. Account for all property coming into the possession of Keller Williams Legacy Group® that belongs to Buyer / Lessee or Seller / Lessor within a reasonable time of receiving the property.
- C. Disclose to the client all information known by Keller Williams Legacy Group® that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- D. Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that Keller Williams Legacy Group® has under Iowa licensing law or any other law.

Disclose any financial interest the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to said transaction.

If you do not understand this document, seek legal advice before signing. The seller acknowledges a copy of this disclosure and verifies that it has been delivered to all parties with a legal interest in the property.

Keller Williams Legacy Group

By: Heather Aswegen dotloop verified
12/23/23 2:15 PM CST
7V57-GONK-JASE-T70D

Owner (s):

Date: 12/21/2023

Owner Current Phone:

City of Anamosa- Jeremiah Hoyt City Administrator

Owner Current Address:

City Hall - 107 S Ford St Anamosa IA 52205

Parcel # of Lot- 0535476009



AMENDMENT TO PURCHASE/SALE CONTRACT

For the purchase/sale of: .57 Acre City Lot in Anamosa Commercial Park, Anamosa, 52205

Purchase/Sale Contract dated: 12/21/2023

The following changes in terms and conditions are hereby incorporated into the above described Purchase/Sale Contract:

Subject to the release of current offer on this lot if City is currently contractually obligated to one.

Response time to be extended to 1/8/2024 by 8pm or sooner if able.

City would be using Atty Doug Herman of Lynch Dallas for their representation in this transaction.

All other conditions of the Purchase/Sale Contract to remain the same.

John Schlarmann as Representative for Jones County Board of Supervisors
dotloop verified
12/23/23 2:43 PM CST
449K-NRGLU-A3DV-5WCT

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE



PURCHASE/SALE CONTRACT

I/We request that (Co.) Keller Williams Legacy Group or any of its employees, agents, or associates select, prepare, and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. **The signing of this Contract creates important rights and liabilities on the part of both the Seller and the Buyer. If you have concerns regarding your rights and liabilities, you are encouraged to seek competent legal advice.**

1. Prepared by: Heather Aswegan Check appropriate representation: ☒ Buyer ☐ Seller ☐ Dual Agency
2. Date: 12/21/2023 Time: 9am ☒ a.m. ☐ p.m. The undersigned Buyer hereby offers
3. the following terms for the purchase of the following property: Parcel #: _____
4. Address: City of Anamosa City: Anamosa Iowa. Zip code: 52205
5. Abbreviated legal description: PER ABSTRACT LOT 0535476009, Jones County, Iowa,
6. subject to public highways, covenants, easements, restrictions, and zoning, if any.
7. **PURCHASE PRICE** to be: \$ 40,000. Earnest money ☒ **Check** or ☐ **Electronic Transfer** of \$ 4,000 to be provided
8. within three (3) business days after this purchase contract has been accepted. Said earnest money to be paid to and will be cashed, deposited,
9. and held in Trust by the Listing Broker. In the event this Contract is not acceptable to both Buyer and Seller, then said earnest money will be
10. returned to Buyer. **It is understood that if earnest money is not paid by the time specified, then this contract may be voidable at the Seller's**
11. **option.**
12. **CLOSING** shall be on (date) See Addl Prov or sooner by mutual agreement.
13. **SELLER TO GIVE POSSESSION** ☒ at time of closing or ☐ on (date) _____ (time) _____ ☐ a.m. ☐ p.m.
14. If for any reason the closing is delayed, the Buyer and Seller may make a separate agreement with adjustments as to the date of
15. possession in the form of an amendment or interim occupancy agreement. Any unpaid balance. rents. interest, or insurance, for these
16. purposes shall be adjusted as of the date of possession and shall bear interest at the rate of _____% per annum.
17. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (E):
18. ☐ **A. NEW LOAN:** This Contract is subject to and contingent upon the Buyer obtaining a commitment in writing, including appraisal, for a
19. (type): ☐ Conv ☐ FHA ☐ VA ☐ USDA ☐ Other _____ - loan for not greater than _____% of the purchase price with
20. an interest rate at _____% or less with a term of _____ years. Buyer agrees to pay all customary loan costs.
21. **Within three (3) business days** after final acceptance of this Contract, Buyer to make application for such loan with (mortgage provider)
22. _____, (mortgage originator) _____ and to make a good faith
23. effort to obtain a loan commitment as stated above. If Buyer has not provided to the Seller a written commitment, including appraisal, or
24. loan denial, on or before (date) _____, this contract shall become null and void unless both parties have agreed to a timely
25. signed amendment.
26. ☐ Subject to the terms and conditions of the **attached** lender letter from above referenced mortgage provider.
27. **Buyer agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sale Contract in the**
28. **event there are any changes in terms, type of financing, or mortgage provider. Failure to do so may make this contract voidable**
29. **at Seller's option.**
30. ☒ **B. CASH:** Buyer will pay the balance of the purchase price in cash at time of closing with adjustment for closing costs to be either added
31. or deducted from this amount. This Contract **is not contingent** upon Buyer obtaining financing for such funds in order to close. Buyer
32. also agrees to provide, within three (3) business days after this contract is accepted, verifiable evidence of the availability of the
33. funds needed to close on the sale, subject to Seller's approval within one (1) business day of receipt.
34. ☐ At Buyer's expense, this contract's **CASH** terms are subject to an appraisal completed on or before (date) _____.
35. **For any appraisal contingency**, if the property does not appraise at purchase price or greater, then Buyer will provide Seller with the complete
36. appraisal and Seller will have one calendar day to decide if they will lower the purchase price to the appraised value. If Seller is not willing to
37. lower the purchase price to the appraised value, Buyer and Seller will have two calendar days to reach a mutually agreeable purchase price.
38. If a new purchase price cannot be agreed upon, the Purchase/Sale Contract shall be null and void and the earnest money shall be returned
39. to Buyer.
40. ☐ **C. ASSUMPTION** of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
41. ☐ **D.** This contract is contingent upon and subject to closing the sale of:
42. (address) _____, which is:
43. ☐ **ACTIVE** and listed with a Real Estate Broker MLS# _____
44. ☐ **NOT** listed with a Real Estate Broker, will be listed and **ACTIVE** on or before (date) _____
45. ☐ **NOT** listed with a Real Estate Broker but is for sale
46. ☐ **UNDER CONTRACT** with all contingencies to be released by (date) _____ and expected to close no later than (date) _____
47. ☐ **E.** Other Financing terms and/or Concessions: _____
48. _____
49. _____
50. ☐ **INSURANCE:** Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted contract.
51. **JOINT TENANCY:** If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.
52. Upon the death of one or more of the joint tenants, payments shall be made to the survivor.

Buyer's Initials

Hea

Seller's Initials

Form 018 – Purchase/Sale Contract Page 2 of 4

Subject Property Address Anamosa Commercial Park, Anamosa, 52205, Iowa

53. **BUYER HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:**

54. ☐ Joint Tenants ☐ Tenants In Common ☐ Individually ☒ Other Jones County

55. **USE OF THESE PREMISES:** At option of the Buyer, this Contract is void unless, at time of settlement, Buyer is permitted under
56. existing zoning and any restrictive covenants to use these premises for Future Expansion


57. ☐ **THIS CONTRACT** is contingent upon and subject to the Seller providing the current restrictive covenants to the Buyer within three (3)
58. business days of acceptance of this Contract. Buyer will have three (3) additional business days from receipt to approve covenants.

59. ☐ **THIS CONTRACT** is contingent upon and subject to the attached Condominium/HOA Addendum.

60. **DUTIES OF THE PARTIES:** The Broker, his Agents, and employees make no representations or warranties as to the physical condition of the
61. property, its size, future value, or income potential. Seller and Buyer acknowledge that the Seller of real property has a legal duty to
62. disclose **Material Defects** of which the Seller has actual knowledge and which a reasonable inspection by the Buyer would not reveal.

63. **CONDITION OF PROPERTY:** Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in
64. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller will provide the Buyer with copies of any
65. records or prior test results pertaining to lead-based paint findings. The property as of the date of this Contract, including buildings, grounds,
66. and all improvements, will be preserved by the Seller in its present condition until possession, per attached property disclosure, if applicable,
67. ordinary wear and tear excepted.

68. **PROPERTY INSPECTIONS:** These inspections are not to be construed as inspections to bring an older home into compliance
69. with current local building codes. These inspections are intended to discover any material adverse facts that impact the following
70. components of a property: structural, mechanical, safety, or health and it is understood that there is a reasonable expectation that

71. components are functioning properly unless disclosed otherwise.  (Buyer's initials).

72. **"Material Adverse Facts"** are defined in Iowa Code 543B.5(14) as meaning an adverse fact that a party indicates is of such significance or that
73. is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's
74. decision to enter into a contract or agreement concerning a transaction, or affects or would affect the party's decision about the terms of the
75. contract or agreement. For purposes of this subsection, "adverse fact" means a condition or occurrence that is generally recognized by a
76. competent licensee as resulting in any of the following: (1) Significantly and adversely affecting the value of the property (2) Significantly
77. reducing the structural integrity of improvement to real estate (3) Presenting a significant health risk to occupants of the property.

78. This transaction is contingent upon the Buyer obtaining inspection reports, at Buyer's expense, unless noted otherwise, within the inspection
79. period indicated. For all inspections, Seller agrees to have all utilities in service & mechanical equipment functional (if applicable),
80. and sewer line access location to be identified and accessible. It is understood that the Buyer and/or their representative has the right to attend
81. inspection appointments.

82. **IF BUYER DOES NOT SECURE SAID INSPECTIONS AND PROVIDE WRITTEN NOTICE FOR REMEDIES WITHIN THE TIMELINE SPECIFIED**

83. **THEN BUYER SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.**

84. **RESPONSE TO INSPECTION FINDINGS:** If any inspection reveals material adverse facts, Buyer shall provide written notification of the defect along
85. with the relevant portion of the inspection report and the desired corrections and deliver them to the Seller within the "Inspection Period." Upon
86. delivery of the notice, Seller shall have three (3) business days to respond to the buyer's inspection requests. The Buyer and Seller shall have
87. three (3) additional business days ("Settlement Period") to negotiate a settlement of the condition of the real estate. If settlement is not reached
88. within the "Settlement Period," then this Purchase/Sale Contract shall be voidable. For purpose of this paragraph, material adverse facts do not
89. include minor or routine maintenance items.

90. **BUYER SELECTS THE FOLLOWING INSPECTIONS:**

91. ☐ 1. **A WHOLE PROPERTY INSPECTION** to determine the physical condition of the house, land, improvements, fixtures, equipment, any
92. additional structures, and any hazardous conditions on the real estate. Provided no later than _____ business days after the date
93. this Purchase/Sale Contract is accepted.

94. ☐ 2. **BUYER WAIVES A WHOLE PROPERTY INSPECTION** and chooses only:

95. ☐ Air Conditioning ☐ Electrical ☐ Plumbing ☐ Structural ☐ Other _____
96. ☐ Asbestos ☐ Heating ☐ Roofing ☐ Other _____ ☐ Other _____

97. Provided no later than _____ business days after the date this Purchase/Sale Contract is accepted.

98. ☐ 3. **A RADON TEST** will be ordered by Buyer. Test to be completed under closed house conditions by an Iowa state certified radon
99. measurement specialist. A test result less than 4 pCi/L is considered safe by the EPA.

100. Provided no later than _____ business days after the date this Purchase/Sale Contract is accepted.

101. ☐ 4. **A WOOD-DESTROYING INSECT INSPECTION** will be ordered by Buyer and completed by a state licensed commercial pesticide
102. applicator. If treatment is recommended due to an active infestation, the Buyer shall have the option of declaring this
103. Purchase/Sale Contract null and void if the Seller declines to have the property professionally treated as recommended. Provided
104. no later than _____ business days after the date this Purchase/Sale Contract is accepted.

105. ☐ 5. **A SEWER LINE INSPECTION** will be ordered by Buyer. Provided no later than _____ business days after the date
106. this Purchase/Sale Contract is accepted.

107. ☐ 6. **A WELL WATER QUALITY TEST** to meet local county health standards will be ordered by Buyer and provided no later than _____
108. business days after the date this Purchase/Sale Contract is accepted.

109. ☐ 7. **A WELL AND ASSOCIATED EQUIPMENT INSPECTION** will be ordered by Buyer and provided no later than _____ business days
110. after the date this Purchase/Sale Contract is accepted.

111. ☐ 8. **A SEPTIC SYSTEM INSPECTION:** The septic system shall be inspected by a licensed DNR inspector as required by Iowa Code
112. 455B.172 and will be ordered and paid for upon completion by ☐ Seller ☐ Buyer. Said inspection results should be approved for
113. real estate transfer (unless exempt). Provided no later than _____ business days after the date this Purchase/Sale Contract is
114. accepted. Subject to Buyer having two (2) business days after receipt of inspection results and cover letter to approve results.

115. ☐ **IF BUYER WAIVES ALL PROPERTY INSPECTIONS, PLEASE SIGN HERE:**

116. Signatures: _____

Buyer's Initials


12/21/23
9:42 AM CST
dotloop verified

Seller's Initials

Form 018 – Purchase/Sale Contract Page 3 of 4

Subject Property Address Anamosa Commercial Park, Anamosa, 52205, Iowa

117. **SPECIAL ASSESSMENTS:** Seller shall pay in full all Special Assessments whether levied or pending and all certified liens of record as
 118. of the date of closing. Association fees, if any, shall also be paid current by the Seller to date of closing. Any preliminary or deficiency
 119. assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to
 120. pay such liens when payable, with any unused funds to be returned to the Seller without further signatures of the Buyer. All charges
 121. for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the Seller's ownership shall
 122. be paid by the Seller.
 123. **TAXES:** The Seller to be responsible for all real estate taxes that are liens on the property, including taxes that are due and payable for
 124. the fiscal year in which the closing occurs. Buyer shall be given a credit for all subsequent taxes prorated to the date of closing.
 125. Subsequent taxes shall be calculated using the latest known applicable assessed value, roll back, exemption, and levy of record
 126. at time of closing.
 127. ☐ There shall be no proration of subsequent real estate taxes.
 128. **One (1) year home warranty insurance policy to be ordered and paid for by:** ☐ Seller ☐ Buyer ☐ No Warranty ☐ See additional provisions
 129. **NEW CONSTRUCTION:** If the property is under construction or is to be constructed, this Contract shall be subject to having the
 130. construction plans and appropriate specifications approved by the parties within _____ days of final acceptance of this Contract. New
 131. construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by
 132. the contractor. The Broker and its Agent make no warranties as to the quality of construction or quality of materials.
 133. **CURRENT RENTAL PROPERTY:** This Contract ☐ is ☐ is not contingent upon Seller providing Buyer evidence of compliance with
 134. local zoning and housing code ordinances, if applicable, unless otherwise provided with this Contract or stated in this Contract. The
 135. following will be transferred to Buyer at closing: Security/Damage Deposits/Pet Deposits ☐ Y ☐ N Prorated Rent ☐ Y ☐ N
 136. **INSURANCE:** Seller shall bear the risk of loss or damage to the property prior to closing. Seller agrees to maintain existing hazard
 137. insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Contract
 138. shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or destroyed if it cannot
 139. be restored to its previous condition on or before the closing date, provided, however, the Buyer has the right to complete the closing and
 140. receive the insurance proceeds regardless of the extent of the damage.
 141. **ABSTRACT AND TITLE:** Seller shall, immediately upon request, have the Abstract of Title extended to date and submit to an attorney
 142. for a title opinion for the Buyer. Such attorney shall be selected by the Buyer or Buyer's lender. Such Abstract of Title shall show
 143. merchantable title in the name of the Seller, subject only to encumbrances and liens herein assumed and such other encumbrances
 144. and liens shall be paid from the proceeds of this sale. Seller agrees to make every reasonable effort to promptly perfect the title in
 145. accordance with such title opinion so that, upon conveyance, title shall be deemed marketable in compliance with this Contract, the
 146. land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If this sale is on the deferred installment
 147. plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate
 148. and terms of payment no more onerous than those agreed to in this Contract. Thereafter the Seller shall not be obligated to make any
 149. further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller
 150. and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller. Upon full payment
 151. of the purchase price, Seller shall deliver to Buyer a general warranty deed to this property accompanied by the Abstract of Title. If
 152. closing is delayed due to Seller's inability to provide marketable title; this Contract shall continue in force and effect until either party
 153. rescinds this Contract after giving seven (7) business days written notice to the other party and the Broker. The Seller shall not be
 154. entitled to rescind this Contract unless he has made a reasonable effort to produce marketable title in the prescribed time.
 155. **REMEDIES OF THE PARTIES:** If Seller fails to fulfill this Contract, he will pay the Listing Broker the commission in full. The Buyer shall
 156. have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller agrees to pay costs and
 157. reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller for the Broker's
 158. commission. If the Buyer fails to fulfill this Contract, Seller may forfeit the same as provided in Chapter 656 of the Code of Iowa, and
 159. all payments made so far shall be forfeited, or the Seller may proceed by an action at law or in equity. The Buyer agrees to pay costs
 160. and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be
 161. deemed a third-party beneficiary to this Contract and maintain an action at law against the Buyer for the collection of these fees. If
 162. Buyer or any other person or persons shall be in possession of this property or any part thereof, Buyer will peaceably remove himself
 163. and his possessions and abandon all claims to any right, title, and interest in and to said property or in and to this Contract, or in default
 164. thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed. Any
 165. personal property remaining on the premises more than five (5) business days after the completion of such forfeiture proceeding shall be
 166. conclusively presumed to have been abandoned by the Buyer and of no value to Buyer, and Seller may dispose of the same as
 167. Seller wishes without liability and without any right of the Buyer to make claim for interest or damages.
 168. **SUCCESSORS IN INTEREST:** When accepted, this Contract shall apply to and bind the heirs, executors, administrators, assigns, and
 169. successors in interest of both parties. In case of the assignment of this Contract by either party, prompt written notice shall be given
 170. to the other party. The liability of the Buyer under this Contract shall not cease or be terminated, even though the Contract be
 171. assigned by the Buyer unless this liability is specifically released in writing by the Seller.
 172. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Contract is contingent upon Court approval
 173. unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and
 174. conveyance shall be made by a Court Officer's Deed.
 175. **FUNDS:** It is agreed that at time of closing, funds, up to the purchase price, received from the Buyer and/or Buyer's lender may be
 176. used to pay taxes, other liens, and expenses associated with this transaction, same to be handled under the supervision of the Listing
 177. Broker so to produce marketable title. Seller hereby appoints the Listing Broker, escrow company, or lender to receive such funds and
 178. make such payments and disbursements.

Buyer's Initials



Seller's Initials



Form 018 – Purchase/Sale Contract Page 4 of 4

Subject Property Address Anamosa Commercial Park, Anamosa, 52205, _____, **Iowa**

179. **GENERAL PROVISIONS:** In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding
 180. on and inure to the benefit of the heirs, executors, administrators, assigns and is for the convenience of reference and shall not limit
 181. nor affect the meaning of this Contract. All Buyer and Seller contingencies or sub-contingencies shall be released in writing by the date(s)
 182. specified in this Purchase/Sale Contract, except as specified in the Inspection area, unless Buyer and Seller agree, in writing, to an extension.
 183. If Buyer contingencies and sub-contingencies are not released in writing on or before the specified date(s), this contract may be voidable at the
 184. Seller's option and/or Earnest Money may be forfeited to the Seller. If Seller contingencies and sub-contingencies are not released in writing on
 185. or before the specified date(s), this contract may be voidable at the Buyer's option. If voided, Earnest Money will be returned to the Buyer.

186. **MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action.
 187. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when using
 188. mediation, parties may still seek legal remedies.

189. **DISPOSITION OF PERSONAL PROPERTY:** Seller agrees to remove, prior to closing or possession, whichever is later, all personal
 190. property **not** included in this sale, including trash, and miscellaneous items. Seller will be liable for any costs the Buyer incurs for the
 191. removal of any of the Seller's personal property. Any such personal property remaining on the premises shall, unless the parties have
 192. otherwise agreed, be conclusively presumed to have been abandoned by Seller and of no value to Seller. Seller will comply with
 193. this expectation at his effort and at his expense.

194. **GENDER AND NUMBER:** Stated words and phrases shall be construed in the singular or plural number, and as masculine, feminine or
 195. neutral gender as may be dictated by the context of this Contract.

196. **NOTICE:** Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return
 197. receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the
 198. Seller and Buyer or their respective agents.

199. **FINAL INSPECTION:** Buyer and/or their representative has the right to enter and inspect the premises, prior to closing, to determine if there
 200. have been any material changes in the property since the origination date of this Contract. Seller to have all utilities on, unless the parties have
 201. otherwise agreed. Buyer acknowledges by deposit of final funds that the property and all equipment is acceptable.

202. **Included: all permanent fixtures, all items per attached Seller's Property Disclosure dated on** NO DISCLOSURES
 203. **and the attached Multiple Listing page with the MLS number of** UNLISTED

204. **ADDITIONAL PROVISIONS:** Should anything arise that would prohibit the property from being useable for the county, buyer reserves the right to rescind
 205. their offer and retain their earnest. Buyer reserves a 60 day Due Diligence period. Closing to be within 30 days from release of Due Diligence. If DD can be released
 206. sooner we will. Subject to County Supervisor Approval by 1/2/2024

208. **Please be aware that the Purchase/Contract supersedes the Seller's Property Disclosure document as well as the MLS Listing**
 209. **documents. This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted**
 210. **on or before (date)** 12/28/2023, **by (time)** 9am ☐ a.m. ☐ p.m.

211. ☐ **SEE ATTACHED ADDENDUM(S)**

212. <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <i>John Schlarmann as Representative for Jones County Board of Supervisors</i> <small>dotloop verified 12/21/23 9:42 AM CST RABV-NRCD-60QW-2NLZ</small> </div> 213. Buyer's Signature _____ Date _____ 214. John Schlarmann as Representative for Jones County Board of Supervisors 215. Buyer's Legal Name (Printed) _____	212. <div style="border: 1px solid black; height: 30px; width: 100%;"></div> 213. Buyer's Signature _____ Date _____ 214. _____ 215. Buyer's Legal Name (Printed) _____
--	--

216. ☐ **SELLER'S ACCEPTANCE.** The undersigned Seller of the above property accepts the above offer and agrees to sell this property
 217. according to the terms offered on this date of: (date) _____, (time) _____ ☐ a.m. ☐ p.m.

218. ☐ **SELLER'S REJECTION.** The undersigned Seller of the above property rejects this Buyer's written offer to purchase the above
 219. stated property. (date) _____, (time) _____ ☐ a.m. ☐ p.m.

220. ☐ **SELLER'S COUNTER-OFFER.** The undersigned Seller of the above property accepts the above offer, however, counters certain
 221. terms and conditions as per attached Counter-Offer. (date) _____ (time) _____ ☐ a.m. ☐ p.m.

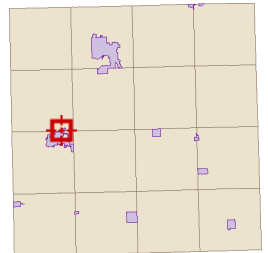
222. <div style="border: 1px solid black; height: 30px; width: 100%;"></div> 223. Seller's Signature _____ Date _____ 224. _____ 225. Seller's Legal Name (Printed) _____	222. <div style="border: 1px solid black; height: 30px; width: 100%;"></div> 223. Seller's Signature _____ Date _____ 224. _____ 225. Seller's Legal Name (Printed) _____
--	--

FOR BROKER REFERENCE ONLY

226. _____ Name of Selling Company (Printed)	City of Anamosa _____ Name of Selling Agent (Printed)
227. Keller Williams Legacy Group _____ Name of Listing Company (Printed)	Heather Aswegan _____ Name of Listing Agent (Printed)




Overview



Legend

Parcels

 Structures on Leased Land

 Parcels

 Cartography

 Major Roads

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 12/21/2023

Last Data Uploaded: 12/20/2023 5:21:49 PM

Developed by  **Schneider**
GEOSPATIAL



AMENDMENT TO PURCHASE/SALE CONTRACT

For the purchase/sale of: City Owned Lot Anamosa Commercial Park, Anamosa, 52205

Purchase/Sale Contract dated: 12/21/2023

The following changes in terms and conditions are hereby incorporated into the above described Purchase/Sale Contract:

Buyers grant an extension to the original Purchase Contract for additional Response Time needed. New Response date to be 5pm 2/14/24

All other conditions of the Purchase/Sale Contract to remain the same.

John Schlarmann as Representative for Jones County Board of Supervisors
dotloop verified
01/24/24 5:17 AM CST
W0NN-W70D-CMLN-XQT4

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE

RESOLUTION NO. 2024-07

**RESOLUTION APPROVING SALE AND CONVEYANCE OF PARCEL 2010-69, A PART OF LOT 15,
ANAMOSA COMMERCIAL PARK SECOND ADDITION, ANAMOSA, IA, ALSO IDENTIFIED AS
AUDITOR'S PARCEL NO. 0535476009**

WHEREAS, the City of Anamosa has given consideration to selling and conveying the following real estate to Jones County, described as Parcel 2010-69, a part of Lot 15, Anamosa Commercial Park Second Addition; and

WHEREAS, the City has no future plans or purpose for this city owned real estate; and

WHEREAS, the Council is of the opinion it would be in the City's best interests to sell and convey the real property described as Parcel 2010-69, a part of Lot 15, Anamosa Commercial Park Second Addition, Anamosa. IA in Jones County to Jones County Board of Supervisors for \$40,000.00, with \$4,000 of earnest money to be provided to the City within three (3) business days after the purchase contract has been accepted; and

WHEREAS, advanced notice of the public hearing was published as required by law; and

WHEREAS, the public hearing was held on February 12, 2024, as previously scheduled; and,

WHEREAS, no objections to the proposed sale and conveyance of the property were voiced at the public hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City Administrator, in conjunction with the City Attorney, be authorized to negotiate the purchase agreement with Jones County and return to Council for final approval.

Councilmember _____ introduced this Resolution 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	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
WEIMER				
D. SMITH				
GOMBERT				

PASSED AND APPROVED this 12th day of February, 2024.

ATTEST:

ROD SMITH, MAYOR

JEREMIAH HOYT, CITY ADMINISTRATOR



► 8710 Earhart Lane SW
Cedar Rapids, IA 52404
Main 319.841.4000 + Fax 713.965.0044
► HRGREEN.COM

To: Jeremiah Hoyt, City of Anamosa
From: HR Green
Subject: Anamosa Project Status
Date: January 18, 2024

1. 3rd Street Sidewalk

- Submitted Highway Safety Improvement Program (HSIP) – Local funding application on 11/15/23 for the Road Diet (4- to 3-lane conversion) costs.
- Submitted Statewide TA Set-Aside application on 11/27/23 for the Safe Routes to School (SRTS) sidewalk and trail extension.
- Concept sidewalk/trail alignment and opinion of construction cost have been updated per the changes discussed at the 10/10/23 Public Meeting.
- Continued coordination for the proposed alignment/pedestrian crossing at the interchange with Iowa DOT
- Preparation for grant applications:
 - Iowa Transportation Alternatives Program – Regional TA Set-Aside Due February 2023
 - Speed Feedback Signs Program

Action Items: Availability of a local match to be approved by the City. There is potential for staging the construction to achieve the desired connectivity. That will be determined based on the amount of funding awarded.

2. Sidewalk Program

- Submitted draft Sidewalk Inspection Guidelines and policy.
- Coordinating with GIS team
- Held meeting with City council to discuss proposed ordinance and standards.

Action Items: Met with City staff to gather feedback on the sidewalk program on 6/21/23. Waiting for direction from the City to perform a City-wide survey of existing sidewalk and ADA ramp conditions in order to provide a fair implementation plan and schedule for the Program.

3. Cedar & Huber Reconstruction

- Final plans, OPC and temporary construction easement provided to City on 9/11/23.
- IDNR water and sanitary permit drafts complete.
- Bidding and construction schedule to be determined based on the alley sewer project and available budget.

Action Items: Permitting, Temporary Easement Signatures, Utility Coordination.

4. Well 7 siting study

- Met with City and new school superintendent to discuss proposed future well location.

- Investigating additional options outside of school property
- City staff are contacting landowners for additional potential sites.

Action Items: Met with City staff 10/26/23 to discuss next steps.

5. Water Treatment Plant Disinfection – Liquid Chlorine (bleach)

- HR Green reviewing Contractor submittals
- Shaffer Plumbing has completed most of the demolition work in the existing chlorine gas room to make space available for new liquid feed system components.

Action Items: Temporary bleach system installed and in operation. Demolition work in progress. Construction and installation of permanent bleach system to follow.

6. Sewer in Alley between Ford and N Huber

- Received construction permit from the IDNR, expired August 3, 2023; HR Green will apply for new IDNR construction permit when all easements have been obtained.
- Bidding schedule TBD (after all easement documents are signed by homeowners).
- City Staff, HR Green and the City Attorney met on 10/26/23. It was determined that the City would reach out to all affected property owners to obtain signatures on updated documents and distribute checks for completed acquisition and easement agreements. The City Attorney will pursue eminent domain for remaining properties.

Action Items: City staff to obtain signatures on updated acquisition and easement documents, provide payment to property owners who have provided signature, and coordinate with the City Attorney to pursue eminent domain as needed.

7. City GIS

- Cemetery Mapping Project
 - Work is ongoing on updating Headstones and Plots.
- Lead Service Line Inventory
 - The GIS Team will be available to City Staff on assistance needed on the LSLI.
- Fire Department Map
 - HR Green will be sending out a field person to GPS fire hydrants in town to get a more accurate location. Once this mapping is completed, a map will be reviewed for accuracy and then printed for the Fire Department.

8. Dillon Military Bridge

- Established ownership 50/50 with Jones County and the City according to the current 28E agreement.
- Discussed potential funding of repair or replacement with Mary Rump at ECICOG. Identified available STBG funds available for bridge repairs. Mary Rump has recommended that this funding NOT be used for pedestrian bridges.
- Developed a preliminary opinion of construction cost for a new pedestrian bridge for comparison to possible rehabilitation construction cost of the bridge.



- Requested historical plans from the Iowa DOT and inspection reports from Origin Design – neither have been provided to date.

Action Items: HR Green is working to secure safe inspection of the bridge to provide a rehabilitation to replacement cost comparison.

RESOLUTION NO. 2024-08

RESOLUTION APPROPRIATING FUNDS TO OUTSIDE AGENCIES, UNDER THE HOTEL/MOTEL GRANT PROGRAM, FOR FISCAL YEAR 2025

WHEREAS, the Anamosa City Council appropriates funds to outside agencies under the Hotel/Motel Grant program; and

WHEREAS, the amount of the funds to be appropriated is set at \$36,500; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council after considering the requests received hereby allocates the following funds to the designated agencies for the Fiscal Year 2025;

AGENCY	REQUESTED	APPROVED FOR FY25
Anamosa Chamber of Commerce	\$14,000.00	\$12,000.00
Jones County Tourism	\$12,000.00	\$10,000.00
Anamosa Rotary Club	\$3,000.00	\$3,000.00
Grant Wood Art Gallery	\$5,000.00	\$4,000.00
Anamosa Festivals	\$2,000.00	\$1,800.00
Jones County Senior Center	\$5,727.00	\$5,500.00
Jones County/ISU Extension	\$500	\$200
Jones County Safe & Healthy Youth Coalition	\$3,000.00	No award
TOTAL HOTEL/MOTEL GRANT PROGRAM FUNDS AWARDED:		\$36,500

Councilmember _____ introduced this Resolution 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	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
WEIMER				
D. SMITH				
GOMBERT				

PASSED AND APPROVED this 12th day of February, 2024.

ATTEST:

ROD SMITH, MAYOR

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2024-09

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED VACATION AND TRANSFER OF CITY STREET RIGHT OF WAY

WHEREAS, the City Council has determined it appropriate to consider the vacation and transfer of previously reserved 6th Street (“ROW”), under and in consideration of Iowa Code §354.23, to an adjacent property owner, St. Patrick’s Church, the street right of way to be vacated lying adjacent to the north boundary of the St. Patrick’s Church (“Church”) property, the legal description of the Church property being as follows:

PARCEL 2018-75, being the North Half of LOTS 1, 2, 5 and 6 and that part of the vacated alley lying between the N ½ of Lot 2 and the N ½ of Lot 5, in BLOCK 21, and part of the South Half of vacated 6th Street lying North of and adjacent to said Block 21, all in SHAW’S SUBDIVISION OF THE NW ¼ NW ¼ and Lot 1 of SECTION 11, TOWNSHIP 84, NORTH, RANGE 4, West of the 5th P.M. (said Subdivision being commonly called SHAW’S ADDITION TO ANAMOSA, IOWA), all as shown in the PLAT OF SURVEY recorded in PLAT BOOK W, PAGE 36 (and as Document No. 2018-2994) of the Jones County, Iowa records, containing 0.48 acres.

WHEREAS, the Church Property legal description as set out above, includes language describing the inclusion of a portion of vacated “6th Street lying North of and adjacent to said Block 21...”, that right of way being being a twenty-two foot (22’) wide strip proposed hereby to be vacated and transferred to the Church, the City having determined that said ROW was not previously vacated and approved for transfer as required by Iowa Code; and

WHEREAS, the Council finds that the Church, and its’ predecessors in interest, have used the ROW as their own, and that until recent discovery of a title defect tied to the failure of the City to appropriately approve the vacation and transfer of the ROW, the property owners and the City believed that all required legal steps to vacate and transfer the ROW had previously been taken; and

WHEREAS, the Council finds that the City has not used said ROW, the ROW serves no public purpose, that the City has allowed private property owners to use said ROW and even, potentially, to build on said ROW, and that it is therefore appropriate to proceed with the required steps to approve the vacation and transfer of said ROW to the Church as requested; and

WHEREAS, in accordance with Chapter/Section 364.7 and 362.3 of the Iowa Code, the Council finds that a public hearing shall be set at least four (4) but not more than twenty (20) days prior to a Public Hearing at which time the Council will accept public comment on the proposed vacation and transfer of the ROW to the Church.

NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed Vacation and Transfer of the ROW described herein shall be scheduled for 6:00 p.m. on February 26, 2024 during the regular City Council meeting of the City of Anamosa, Iowa, at the Anamosa Library & Learning Center, at which time the City Council will receive written and/or oral comments concerning the proposed vacation and transfer of the ROW, before considering a Resolution to approve the vacation and transfer of said ROW, and directs the City Clerk to cause notice of said public hearing, in the form attached hereto marked Exhibit “A”, to be published at least once, not less than four (4) nor more than twenty (20) days prior to the date set for said hearing, in a newspaper of general circulation in the City of Anamosa, Iowa.

Councilmember _____ introduced this Resolution 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	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
WEIMER				
D. SMITH				
GOMBERT				

PASSED AND APPROVED this 12th day of February, 2024.

ATTEST:

ROD SMITH, MAYOR

JEREMIAH HOYT, CITY ADMINISTRATOR

Exhibit A

CITY OF ANAMOSA

NOTICE OF PUBLIC HEARING ON PROPOSED VACATION AND TRANSFER OF CITY STREET RIGHT OF WAY

Notice is hereby given that the City of Anamosa, Jones County, Iowa, proposes to vacate and transfer certain City right of way to St. Patrick's Church, said ROW deemed to have no public purpose, where said vacation and transfer will not deny owners abutting said ROW reasonable access to their property, the ROW proposed to be vacated and transferred being described as: The south twenty-two feet (22') of the 6th Street ROW lying North of and adjacent to Block 21, SHAW'S SUBDIVISION OF THE NW ¼ NW ¼ and Lot 1 of SECTION 11, TOWNSHIP 84, NORTH, RANGE 4, West of the 5th P.M. (said Subdivision being commonly called SHAW'S ADDITION TO ANAMOSA, IOWA), said parcel being shown within the Plat of Survey of Parcel 2018-75 recorded as Jones County Recorder Instrument No. 2018-2994, described on the face of the Plat as "VACATED S. ½ - 6th STREET" and more accurately described within the legal description of the Plat as "part of the S. ½ of vacated 6th Street", taking into account that the entire S. ½ would be thirty feet (30') in width as opposed to twenty-two feet (22') in width, twenty-two feet (22') being the width of the parcel proposed to be vacated and transferred by the City to St. Patrick's Church.

Public Hearing on the proposed Vacation and Transfer of said ROW is scheduled for 6:00 p.m. on February 26, 2024 during the regular City Council meeting of the City of Anamosa, at the Anamosa Library & Learning Center. After acceptance of public comment, if any, and closing of the public hearing, the City Council will consider a Resolution approving the vacation and transfer of the property as proposed.

Any person may appear at the Public Hearing to comment on the proposed vacation and transfer of said ROW and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Anamosa City Hall, 600 E. 1st Street, Anamosa, IA during regular business hours, by mailing to the City of Anamosa at the same address, or by email to the City Clerk's Office at penny.lode@anamosa-ia-org, on or before the date and time of the Public Hearing.

Penny Lode, City Clerk , City of Anamosa, Iowa

News Editor**Kim Brooks**kbrooks@
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monticelloexpress.com**Advertising****Mark Spensley**advertising@
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monticelloexpress.com**Office Supplies****Darcey Spensley**dspensley@
monticelloexpress.com

January 31, 2024

To Whom It May Concern:

With the recent announcement of the closing of the Anamosa Journal-Eureka, we would like to pass on our information and ask to be named your official Jones County newspaper.

We would be able to accomodate your entity by publishing your legal notices and advertising or assist with your printing needs. We in return will provide you with all of the necessary documentation that is required for placing legals and ads.

Our rates for legal notices are dictated by the State of Iowa so our prices should be the same as they were with your previous official newspaper.

If you have any questions feel free to call Dan Goodyear or myself at 319-465-3555. All email correspondence for legals and ads can be directed to me at: advertising@monticelloexpress.com. Printing requests can be made to Dan at dgoodyear@monticelloexpress.com.

Mark Spensley
Co-PublisherDan Goodyear
Co-publisher

Jeremiah Hoyt

From: Steve Agnitsch
Sent: Tuesday, February 6, 2024 3:08 PM
To: Jeremiah Hoyt
Subject: Fw: Updated Contract

Jeremiah,

So here is the response from Midwest Injection,

Option 1 is to continue contract at current price for 3 years and spend \$159,000. At \$53,200 per year.

Option 2 is to go with the reduced price and extend the current contract back to 5 years and spend \$145,000.

Along with this they are willing to take \$75 per hour for use of our wheel loader and the cost of fuel off the yearly cost. Approximately \$1100 a year off each year for the loader (10 hours of use) and fuel (100 gallons at \$4/gallon). At 29,000 per year minus \$1100 is \$27,900 per year. For a grand total of approximately \$139,500 for the total 5-year contract.

My recommendation for you and the council is to approve the 5-year contract that saves us some money overall and extends the service contract. It will save us money in the long run, and we will have the service for 5 years instead of just staying the same and costing more per year. There is no option to get out of the contract and Midwest Injection is willing to help us out by saving us money.

If the council approves this Midwest Injection will send us a new contract with the option 2 changes otherwise, we will just stay the course.

Steve Agnitsch
City of Anamosa
Utility Superintendent
319-558-8335

From: Todd Timmerman <Todd@midwestinjection.com>
Sent: Tuesday, February 6, 2024 8:51 AM
To: Steve Agnitsch <steve.agnitsch@anamosa-ia.org>
Cc: Jamie Recker <Jamie@midwestinjection.com>
Subject: Updated Contract

Steve,

We have taken a long look at our contract with the city of Anamosa, and we understand your concerns. Upon taking this review, we also have some responsibilities about where we go and how it affects the city and Midwest Injection. So, we have produced the following contract terms that we feel relieves some of the pressure on you and the city without being detrimental to our schedule and needs:

- Reduce the minimum number of tons from 3500 to 1000 per event.
- Increase the unit price rate from \$ 15.20 to \$ 29.00 per ton.
- Extend the contract an additional 2 years to move it back to 5 years.

These actions would reduce the annual expenditure by the city from \$ 53,200 to \$ 29,000; thereby reducing the exposure by \$ 24,200 annually and \$ 72,600 over the remaining three years without affecting the execution. The rate increase and contract time extension would be so that Midwest Injection will be able to continue to meet our corporate goals and standards of performance.

Please feel free to contact me at any time to discuss your concerns or ideas.

Todd M. Timmerman

Director, Sales and Environmental Compliance

479.264.4241

462 Lower Ridge Rd.

Conway, AR 72032



Basic Cost Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Option 1:	\$53,200.00	\$53,200.00	\$53,200.00	\$15,000.00	\$15,000.00	\$189,600.00
				low estimate		
Option 2:	\$27,900.00	\$27,900.00	\$27,900.00	\$27,900.00	\$27,900.00	\$139,500.00

CONTRACT FOR LEGAL SERVICES

IT IS AGREED between the City of Anamosa, Iowa (“City”), and Lynch Dallas, P.C. (“Attorneys”), as follows:

1. **LEGAL SERVICES.** Lynch Dallas, P.C. will provide legal services as directed, including but not limited to:

- 28E and Other Sharing Agreements
- Annexation/Severance
- Advice on Parliamentary Procedure and Robert’s Rules of Order
- Alternative Dispute Resolution
- ADA, Interactive Process
- Advice to City Administrator
- Building and Construction Contracts
- Building Codes
- Civil Litigation (State and Federal Court), including Appeals
- Civil Service Appeals
- Collective Bargaining, Labor Relations, Arbitration
- Compliance with State and Federal Laws and Regulations
- Drug/Alcohol Testing Issues
- Drafting and Interpreting Ordinances, Resolutions, and Various Contractual Agreements
- Eminent Domain
- Employee Benefits
- Employee Evaluation, Discipline, and Termination
- Employment Policies and Procedures
- Environmental Issues
- FMLA leaves
- Labor and Employment Litigation
- Media Relations
- Municipal Code Enforcement
- Negotiation and Drafting of Easements
- Open Meetings, Open Records Issues
- Planning and Zoning Issues and Hearings
- Policy Development and Review
- Premises Liability and Chapter 670 Immunity Issues
- Real Estate Transactions
- Unemployment Fact-finding and Appeals
- Utility Issues
- Workers’ Compensation
- Zoning Ordinances and Variances

2. **EXPENSES.** In addition to payment for fees, the City shall reimburse Attorneys for reasonable expenses incurred on behalf of the City, including but not limited to computer-aided legal research, federal mileage rate for travel, cost of securing records or documents, photographs, hospital records, medical reports, medical examinations, filing fees, court costs, depositions, expert witness fees, and other reasonable expenses incurred by Attorneys for the City. In the case of very large expenses, the City may be required to pay said expenses directly or in advance. Any unpaid expense will be billed periodically by Attorneys and will be paid by City upon billing. Any unused expense money advanced to Attorneys by the City shall be refunded to the City.

Reimbursement of Expenses

Filing Fees	Actual Cost
Postage	Actual Cost
Mileage	Federal Rate (IRS)
Online Research (Westlaw®)	\$40.00/search (not to exceed one charge per research project)
Color Copies	\$0.60/page

3. **FEES.** Effective March 1, 2024, the City shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$185.00
Associates	\$175.00
Paralegals/Legal Assistants	\$125.00

Effective January 1, 2025, the City shall pay Attorneys for fees at the following hourly rates:

Shareholders	\$200.00
Associates	\$185.00
Paralegals/Legal Assistants	\$125.00

The City shall be billed an attorney's usual hourly rate for travel time, plus reimbursement for mileage at the federal rate, as set forth above.

4. **BILLING.** The City shall be billed monthly for fees and expenses incurred in the previous month. Attorneys shall bill in increments of .1 (one-tenth) of an hour, and each entry shall be separately accounted and described. It is the City's responsibility to ask questions if a bill requires clarification. Bills shall be paid within thirty (30) days of receipt.

5. **PLACE OF PAYMENT.** All sums due shall be paid at Attorneys' office, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Avenue SE, Cedar Rapids, Iowa 52406-2457.

6. **COMMUNICATION.** Consistent with the City's desire to balance the efficient control of legal expenses with the need for the City's politically elected to leaders to be kept aware of important developments, Attorneys shall use reasonable best efforts to ensure the City Administrator, Mayor, and the City Council are appropriately informed of ongoing matters and questions are answered promptly. The City's point of contact with the authority to authorize legal work and advice shall be the City Administrator unless or until additional authorization is provided by City Council.

7. **CONTINUING CONTRACT; RATE ADJUSTMENT.** This Contract shall continue in full force and effect without action of the parties. Considering the ongoing nature of this Contract, it may be necessary for Attorneys to periodically adjust hourly rates and/or expenses to account for changing market conditions. Attorneys shall submit hourly rate and/or expense adjustments to the City in writing on or before January 1 of the year during which the adjusted hourly rates and/or expenses will take effect, with such adjusted hourly rates and/or expenses to automatically take effect on July 1st of said year.

8. **DISCHARGE OR WITHDRAWAL.** The City shall have the right to terminate Attorneys at any time. The City will, however, still owe Attorneys any money due at the time the City gives notice of that decision including but not limited to advanced costs and the recoverable hourly rate noted above already

expended on the City's behalf pursuant to this Contract. Attorneys have the right to withdraw from representing the City if: (a) the City insists upon pursuing an objective Attorneys deems to be imprudent; (b) the City makes representation unreasonably difficult or unethical; (c) the City fails to disclose information after being asked to do so or discloses false information; (d) the City fails to cooperate in pursuing its matters; (e) the City fails to pay fees or expenses when due; or (f) other good cause for withdrawal exists. Attorneys do not waive their right to withdraw even where they continue to represent the City after an event permitting withdrawal.

9. **RECORDS.** At the City's request upon termination, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and charges. Attorneys' files, including attorney work product, pertaining to the above referenced representation will be retained by Attorneys. For various reasons, including the minimization of unnecessary storage expenses, Attorneys reserve the right to dispose of any documents or other material retained by Attorneys following termination of this engagement in accordance with applicable industry standards.

10. **GENERAL PROVISIONS.** This Contract replaces all prior agreements between the parties and contains the entire agreement of the parties. This Contract shall not be amended except by a written instrument duly signed by the City and Attorneys. 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.

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CITY OF ANAMOSA, IOWA

Dated the 12 day of February, 2024

By: Rod Smith, Mayor

Attest:

Penny Lode, City Clerk

LYNCH DALLAS, P.C.

Dated the ____ day of February, 2024

By: Patrick J. O'Connell, Shareholder



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
1124 N. Williams
Anamosa, IA 52205-1841

January 26, 2024
Project No: 191791
Invoice No: 171568
Invoice Total: \$240.00

Project 191791 Anamosa, IA - GIS Services
Email invoices to: Jeremiah.Hoyt@anamosa-ia.org

Water = robert.young@anamosa-ia.org
Wastewater Department= steve.agnitsch@anamosa-ia.org
Streets Department= shane.brown@anamosa-ia.org

Professional Services Through January 19, 2024

Phase 2022 GIS Services Annual Renewal
Task 09 Cemetary Project Phase 3

Professional Personnel

	Hours	Amount	
Junior Field Personnel	2.00	228.00	
Totals	2.00	228.00	
Total Labor			228.00

Unit Charges

Technology & Communication Charge	12.00	
Total Unit Charges	12.00	12.00

Billing Limits

	Current	Prior	To-Date
Total Billings	240.00	16,264.50	16,504.50
Limit			59,000.00
Remaining			42,495.50

Total this Task \$240.00

Total this Phase \$240.00

Total this Invoice \$240.00



City of Anamosa
107 South Ford Street
Anamosa, IA 52205

February 08, 2024
Project No: 1191103
Invoice No: 2400052

Project 1191103 Anamosa Downtown Revitalization Project Phase #2

Professional Services from January 01, 2024 to January 31, 2024

Task 600 Construction Administration

Professional Personnel

	Hours	Rate	Amount
Employee			
Hayward, Caitlyn	1.50	138.00	207.00
Jordan, Bethany	65.25	162.00	10,570.50
Totals	66.75		10,777.50
Total Labor			10,777.50

Billing Limits	Current	Prior	To-Date
Labor	10,777.50	2,737.50	13,515.00
Limit			35,000.00
Remaining			21,485.00

Total this Task \$10,777.50

Total this Invoice \$10,777.50