



CITY OF ANAMOSA
CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, OCTOBER 14, 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 September 23, 2024 – Regular Session
 - b) Current bills
 - c) Liquor Licenses
- 4.0) **Public Hearings:** (None)
- 5.0) **Proclamations:** (None)
- 6.0) **Postponed Items:**
 - 6.1) **Ordinance 961 – 3rd & Final Reading** – An Ordinance repealing Ordinance 953 pertaining to the Vacant Building Permit and Inspection Process. **Roll Call.**
 - 6.2) **Ordinance 962 – 3rd & Final Reading** – Rezoning the property, entitled the Northlands Subdivision, in Anamosa, Iowa, from A-1 (Agricultural) to 8-R1 (Residential Single Family), C-2 (Arterial Commercial), and M-1 (Light Industrial). **Roll Call.**
 - 6.3) **Ordinance 963 – 2nd Reading** – Rezoning the property, entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5-R1 (Single Family Residential). **Roll Call. Possible Waiver of 3rd Reading.**
 - 6.4) **Discussion & Possible Action** – Ford/Huber Alley Sewer Project.
- 7.0) **Council Action Items:**
 - 7.1) **Presentation** – Anamosa Community Foundation (Sherri Hunt)
 - 7.2) **Resolution 2024-53** – Accepting bids and awarding the contract for the WWTP Flow Equalization Improvement Project. **Roll Call.**
 - 7.3) **Resolution 2024-54** – Approving the hiring and setting salary for the position of Temporary/Seasonal Public Works Laborer for the November 2024-May 2025 Season.
 - 7.4) **Discussion & Possible Action** – Hearing to appeal the designation and removal of a dangerous/vicious/aggressive animal (David Miller).
 - 7.5) **Discussion & Possible Action** – Public Utilities Department Request to Purchase/Install Septic Receiving Screen (Steve Agnitsch)
 - 7.6) **Discussion** – Establishing a School Resource Officer position in the Anamosa Police Dept. (Chief Werling)
 - 7.7) **Review & Approve** – Setting the date and time of Anamosa Trick-or-Treat for October 31st, 5:00-8:00 p.m.
 - 7.8) **Review & Approve** – Transfer of real estate ownership through quit claim deed, from Craig Elliot to the City of Anamosa, for the property located at 207 W. Main Street.
 - 7.9) **Review & Approve** – Transfer of ownership and maintenance obligations, from the Anamosa Chamber of Commerce to the City of Anamosa, for the downtown pet waste stations.
 - 7.10) **Review & Approve** – 2024 Bridge Inspection Services Agreement with Origin Designs.
 - 7.11) **Review & Approve** – Contract Amendment between ECICOG and the City of Anamosa, for the Downtown Façade Improvement Project.
 - 7.12) **Review & Approve** – Budget Amendment Request to the Iowa Department of Economic Development, for the Downtown Façade Improvement Project.
 - 7.13) **Review & Approve** – Application of Ethan Boone to join the Anamosa Volunteer Fire Department.
 - 7.14) **Review & Approve** – Application of Riley Houston-McDaniel to join the Anamosa Volunteer Fire Department.
 - 7.15) **Review & Approve (Consent Agenda)** – Pay requests, totaling \$22,734.90

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- a)* From Jones County Economic Development, in the amount of \$3,750.00, for the 2nd Quarter of FY25.
- b)* From HR Green, in the amount of \$825.00, for the WTP Disinfection System CPS Project.
- c)* From HR Green, in the amount of \$1,564.00, for the 3rd Street Sidewalk Extension Project.
- d)* From HR Green, in the amount of \$2,285.50, for the Dillon Military Bridge Project.
- e)* From HR Green, in the amount of \$1,425.00, for the Engineering Services Master Service Agreement.
- f)* From HR Green, in the amount of \$1,054.40, for GIS Services.
- g)* From Martin Gardner Architecture, in the amount of \$9,499.00, for Phase 3 of the Downtown Revitalization Façade Project.
- h)* From Snyder & Associates, in the amount of \$2,332.00, for the WWTP Flow EQ Project.

8.0) City Administrator's Report

9.0) Mayor & 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

September 23, 2024

The City Council of the City of Anamosa met in Regular Session September 23, 2024, at the Anamosa Library & Learning Center at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Dan Smith, Todd Weimer, Teresa Tuetken and Kay Smith. Also present were Jeremiah Hoyt, City Administrator and Kaylee Palmer, Deputy City Clerk.

Mayor Rod Smith called the meeting to order at 6:01 p.m. Roll call was taken with a quorum present.

Motion by K. Smith, seconded by Tuetken approving consent agenda items: Minutes of 09/09/24 Regular Session; Current bills. Ayes: all. Nays: none. Motion carried.

Mayor Smith opened the Public Hearing on the rezoning request of the Kouba Subdivision and the Final Plat of the Kouba Subdivision First Addition at 6:06 p.m. There was no public comment. Mayor closed the Public Hearing at 6:08 p.m.

Motion by K. Smith, seconded by Weimer approving Resolution 2024-51 approving the Final Plat of the Kouba Subdivision First Addition. Roll vote: Ayes- Weimer, D. Smith, K. Smith, Tuetken. Nays- none. Motion carried.

Motion by Weimer, seconded by D. Smith approving Ordinance 963 rezoning the property entitled Kouba Subdivision in Anamosa, IA from 4R-2 Multi-Family Residential to 5R-1 Single Family Residential. Roll vote: Ayes- D. Smith, K. Smith, Tuetken, Weimer. Nays- none. Motion carried.

Motion by Weimer, seconded by D. Smith to waive the 2nd and 3rd readings of Ordinance 963. Roll vote: Ayes- none. Nays- K. Smith, Tuetken, Weimer, D. Smith. Motion failed.

Motion by Weimer, seconded by D. Smith approving Ordinance 961 repealing Ordinance 953 pertaining to the Vacant Building Permit and Inspection Process. Roll vote: Ayes- Tuetken, Weimer, D. Smith. Nays- K. Smith. Motion carried.

Motion by K. Smith, seconded by Weimer approving Ordinance 962 rezoning the property entitled the Northlands Subdivision, in Anamosa, Iowa, from A-1 Agricultural to 8R-1 Residential Single Family, C-2 Arterial Commercial, M-1 Light Industrial. Roll vote: Ayes- Tuetken, Weimer, D. Smith, K. Smith. Nays- none. Motion Carried.

Motion by Weimer, seconded by D. Smith to waive 3rd reading of Ordinance 962. Roll vote: Ayes- none. Nays- K. Smith, Tuetken, Weimer, D. Smith. Motion failed.

Motion by K. Smith, seconded by Tuetken approving Resolution 2024-52, to hire and set the wages for the position of Part Time Library Clerk for Fiscal Year ending June 30, 2025. Roll vote: Ayes- Weimer, D. Smith, K. Smith, Tuetken. Nays- none.

Motion by D. Smith, seconded by Weimer approving consent agenda pay requests totaling \$261,121.19. All ayes. Motion carried.

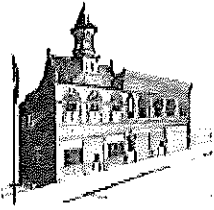
Mayor Smith opened the floor to public comment for items not on the agenda. Philip Bonifazi who resides at 706 S. Garnavillo St. provided comments concerning street repairs and tree removal.

Meeting adjourned at 6:48 p.m.

Rod Smith, Mayor

ATTEST:

Jeremiah Hoyt, City Administrator



City of Anamosa, IA

Expense Approval Report

By Fund

Post Dates 9/24/2024 - 10/14/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
WELLMARK BLUE CROSS BLUE	09/27/2024	ALLIANCE HEALTH INSURANC	001-000-2205	-1,246.93
IPERS COLLECTIONS	09/27/2024	IPERS	001-000-2203	70.57
941 TAX EFT PAYMENT	09/27/2024	MEDICARE TAX	001-000-2206	3.94
941 TAX EFT PAYMENT	09/27/2024	SOCIAL SECURITY TAX	001-000-2202	16.88
941 TAX EFT PAYMENT	09/27/2024	FEDERAL TAX	001-000-2200	16.35
TREASURER STATE OF IOWA	09/27/2024	STATE TAX	001-000-2201	7.76
WELLMARK BLUE CROSS BLUE	09/27/2024	ALLIANCE HEALTH INSURANC	001-000-2205	1,246.93
WELLMARK BLUE CROSS BLUE	09/27/2024	BLUE ADVANTAGE HEALTH IN	001-000-2205	1,173.35
COLLECTION SERVICES CENTE	09/27/2024	COLLECTION SERVICES	001-000-2204	257.55
CITY OF ANAMOSA	09/27/2024	FLEXIBLE - CHILDCARE	001-000-2204	96.15
CITY OF ANAMOSA	09/27/2024	FLEX - MEDICAL	001-000-2204	123.23
IPERS COLLECTIONS	09/27/2024	IPERS	001-000-2203	8,011.90
IPERS COLLECTIONS	09/27/2024	IPERS	001-000-2203	3,710.87
941 TAX EFT PAYMENT	09/27/2024	MEDICARE TAX	001-000-2206	2,299.72
941 TAX EFT PAYMENT	09/27/2024	SOCIAL SECURITY TAX	001-000-2202	9,833.28
941 TAX EFT PAYMENT	09/27/2024	FEDERAL TAX	001-000-2200	6,334.88
TREASURER STATE OF IOWA	09/27/2024	STATE TAX	001-000-2201	2,895.36
IPERS COLLECTIONS	10/09/2024	IPERS	001-000-2203	206.47
941 TAX EFT PAYMENT	10/09/2024	MEDICARE TAX	001-000-2206	90.64
941 TAX EFT PAYMENT	10/09/2024	SOCIAL SECURITY TAX	001-000-2202	224.76
WELLMARK BLUE CROSS BLUE	10/11/2024	COBRA JEFF KRAY	001-000-2205	23.12
WELLMARK BLUE CROSS BLUE	10/11/2024	3RD PARTY BILLING ANNUAL F	001-000-2205	240.00
THE HARTFORD	10/11/2024	AD&D	001-000-2208	57.60
WELLMARK BLUE CROSS BLUE	10/11/2024	ALLIANCE HEALTH INSURANC	001-000-2205	22,891.60
WELLMARK BLUE CROSS BLUE	10/11/2024	BLUE ADVANTAGE HEALTH IN	001-000-2205	5,189.09
COLLECTION SERVICES CENTE	10/11/2024	COLLECTION SERVICES	001-000-2204	257.55
DELTA DENTAL PLAN OF IOWA	10/11/2024	DELTA DENTAL INSURANCE	001-000-2205	1,277.62
CITY OF ANAMOSA	10/11/2024	FLEXIBLE - CHILDCARE	001-000-2204	96.15
CITY OF ANAMOSA	10/11/2024	FLEX - MEDICAL	001-000-2204	123.23
IPERS COLLECTIONS	10/11/2024	IPERS	001-000-2203	7,501.93
THE HARTFORD	10/11/2024	LIFE INSURANCE	001-000-2208	432.00
THE HARTFORD	10/11/2024	LTD	001-000-2208	369.76
IPERS COLLECTIONS	10/11/2024	IPERS	001-000-2203	3,773.59
VSP Insurance Co	10/11/2024	VSP INSURANCE	001-000-2205	343.64
941 TAX EFT PAYMENT	10/11/2024	MEDICARE TAX	001-000-2206	1,988.56
941 TAX EFT PAYMENT	10/11/2024	SOCIAL SECURITY TAX	001-000-2202	8,502.54
941 TAX EFT PAYMENT	10/11/2024	FEDERAL TAX	001-000-2200	4,812.92
TREASURER STATE OF IOWA	10/11/2024	STATE TAX	001-000-2201	2,363.73
Department 000 - 000 Total:				95,618.29
Department: 110 - POLICE				
KIECK'S	10/14/2024	CARRIERS	001-110-6181	1,100.00
VISA	10/14/2024	US POSTMASTER	001-110-6508	9.68
VISA	10/14/2024	US POSTMASTER	001-110-6508	18.45
VISA	10/14/2024	US POSTMASTER	001-110-6508	9.68
VISA	10/14/2024	US POSTMASTER	001-110-6508	9.96
VISA	10/14/2024	US POSTMASTER	001-110-6508	18.45
VISA	10/14/2024	US POSTMASTER	001-110-6508	9.68
VISA	10/14/2024	WALMART	001-110-6535	6.02
VISA	10/14/2024	WALMART	001-110-6535	97.00
JONES REGIONAL MEDICAL CE	10/14/2024	WORKWELL	001-110-6412	135.00
IOWA LAW ENFORCEMENT AC	10/14/2024	FIREARMS INSTRUCTOR	001-110-6445	175.00
U.S. CELLULAR	10/14/2024	CAR ROUTERS	001-110-6373	129.69

Expense Approval Report

Post Dates: 9/24/2024 - 10/14/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
INFRASTRUCTURE TECHNOLO	10/14/2024	FIREWALL INSTALLATION & VP	001-110-6490	2,025.00
TAC 10, INC.	10/14/2024	ANNUAL MAITENANCE RENE	001-110-6490	11,877.00
SUNSET LAW ENFORCEMENT	10/14/2024	AMMO	001-110-6530	258.00
RADIO COMMUNICATIONS	10/14/2024	MAITENANCE REPIAR	001-110-6471	47.50
ACCESS SYSTEMS LEASING	10/14/2024	COPIER LEASE	001-110-6470	142.18
REDS TOWING/PETRO STOP, I	10/14/2024	BRAKE SUPPLIES	001-110-6537	230.74
JONES COUNTY CLERK OF CO	10/14/2024	CIVIL CITATION FILINGS	001-110-6461	665.00
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	001-110-6370	37.38
KIECK'S	10/14/2024	SHIRT	001-110-6181	119.98
ALLIANT ENERGY	10/14/2024	UTILITY BILL	001-110-6371	278.02
ALLIANT ENERGY	10/14/2024	UTILITY BILL	001-110-6371	450.11
U.S. CELLULAR	10/14/2024	CELL PHONES	001-110-6373	533.99
Department 110 - POLICE Total:				18,383.51
Department: 111 - 111				
ALLIANT ENERGY	10/14/2024	UTILITY BILL	001-111-6371	40.09
Department 111 - 111 Total:				40.09
Department: 190 - 190				
ANIMAL WELFARE FRIENDS	10/14/2024	HOLD FOR STRAY	001-190-6460	210.00
Department 190 - 190 Total:				210.00
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
JONES REGIONAL MEDICAL CE	10/14/2024	WORK COMP	001-210-6160	279.54
AUXIANT	10/14/2024	SELF-FUNDED HEALTH INSUR	001-210-6155	237.59
AUXIANT	10/14/2024	SELF-FUNDED INSURANCE	001-210-6155	45.14
ANAMOSA STATE PENITENTIA	10/14/2024	SMERUD/TYLER	001-210-6490	20.00
IOWA PRISON INDUSTRIES	10/14/2024	NEW SHIRTS	001-210-6181	287.50
AUXIANT	10/14/2024	SELF-FUNDED INSURANCE	001-210-6155	41.40
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				911.17
Department: 290 - SOLID WASTE				
T & D TREE SERVICE	10/14/2024	TREE REMOVAL	001-290-6428	23,450.00
Department 290 - SOLID WASTE Total:				23,450.00
Department: 450 - CEMETERY FUND				
IOWA PRISON INDUSTRIES	10/14/2024	RIVERSIDE SIGN	001-450-6542	40.80
HENRY/TROY	10/14/2024	RIVERSIDE BURIALS	001-450-6491	500.00
Department 450 - CEMETERY FUND Total:				540.80
Department: 622 - SUPPORT ADMINISTRATION				
ANAMOSA JOURNAL-EUREKA	10/14/2024	LEGALS	001-622-6414	125.95
ZOOM VIDEO COMMUNICATI	10/14/2024	ZOOM	001-622-6430	15.99
ACCESS SYSTEMS LEASING	10/14/2024	COPIER LEASE	001-622-6470	142.18
VISA	10/14/2024	CITY CLERK AD	001-622-6402	150.00
VISA	10/14/2024	CITY CLERK AD	001-622-6402	299.00
VISA	10/14/2024	CITY CLERK AD	001-622-6402	225.00
VISA	10/14/2024	WALMART	001-622-6535	118.88
VISA	10/14/2024	WALMART	001-622-6535	2.97
VISA	10/14/2024	WALMART	001-622-6535	9.46
MCALEER	10/14/2024	WATER COOLER	001-622-6530	29.00
U.S. CELLULAR	10/14/2024	CELL PHONES	001-622-6373	65.74
Department 622 - SUPPORT ADMINISTRATION Total:				1,184.17
Department: 650 - CITY HALL				
FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	001-650-6475	147.39
IOWA PRISON INDUSTRIES	10/14/2024	DOWNTOWN BANNERS	001-650-6543	763.40
VISA	10/14/2024	WALMART	001-650-6540	2.52
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	001-650-6370	37.38
Department 650 - CITY HALL Total:				950.69
Fund 001 - GENERAL FUND Total:				141,288.72
Fund: 015 - FIRE SERVICE				
Department: 150 - FIRE DEPARTMENT				
FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	015-150-6475	147.39

Expense Approval Report

Post Dates: 9/24/2024 - 10/14/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
CENTURYLINK	10/14/2024	PHONE BILL	015-150-6373	64.34
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	015-150-6370	82.81
ALLIANT ENERGY	10/14/2024	UTILITY BILL	015-150-6371	404.36
TRI-COUNTY GARAGE DOORS,	10/14/2024	GARAGE DOOR SERVICE	015-150-6475	242.00
Department 150 - FIRE DEPARTMENT Total:				940.90
Fund 015 - FIRE SERVICE Total:				940.90

Fund: 041 - LIBRARY FUND

Department: 410 - LIBRARY

ALLIANT ENERGY	10/14/2024	UTILITY BILL	041-410-6371	1,173.35
U.S. CELLULAR	10/14/2024	CELL PHONES	041-410-6373	46.17
Department 410 - LIBRARY Total:				1,219.52
Fund 041 - LIBRARY FUND Total:				1,219.52

Fund: 043 - PARKS & RECREATION

Department: 430 - RECREATION

SELECT SERVICE PUMPING	10/14/2024	PORTABLE RESTROOM	043-430-6531	260.00
TRANSWORLD NETWORK, CO	10/14/2024	LONG DISTANCE	043-430-6535	14.50
MENARDS	10/14/2024	GROUND CLEAR	043-430-6532	89.98
GLOBAL PAYMENTS INTEGRAT	10/14/2024	EQUIPMENT RENTAL	043-430-6535	43.95
VISA	10/14/2024	PUNT, PASS, & KICK	043-430-6531	64.60
VISA	10/14/2024	BASKETBALL	043-430-6531	48.91
VISA	10/14/2024	JERSEYS	043-430-6531	41.00
WENDLING QUARRIES	10/14/2024	BULLPEN LIME	043-430-6532	73.70
ANAMOSA COMMUNITY SCH	10/14/2024	VOLLEYBALL CLINIC	043-430-6531	300.00
T & D TREE SERVICE	10/14/2024	TREE REMOVAL	043-430-6475	1,100.00
ALLIANT ENERGY	10/14/2024	UTILITY BILL	043-430-6371	277.90
TAPKEN'S CONVENIENCE PLUS	10/14/2024	FUEL	043-430-6551	533.33
U.S. CELLULAR	10/14/2024	CELL PHONES	043-430-6373	46.17
Department 430 - RECREATION Total:				2,894.04
Fund 043 - PARKS & RECREATION Total:				2,894.04

Fund: 044 - AQUA COURT

Department: 440 - AQUA COURT

FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	044-440-6490	147.39
BANOWETZ LUMBER COMPA	10/14/2024	PAINT FOR AQUA COURT	044-440-6541	954.75
CENTURYLINK	10/14/2024	PHONE BILL	044-440-6373	42.38
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	044-440-6370	46.51
ALLIANT ENERGY	10/14/2024	UTILITY BILL	044-440-6371	572.68
Department 440 - AQUA COURT Total:				1,763.71
Fund 044 - AQUA COURT Total:				1,763.71

Fund: 046 - LAWRENCE COMMUNITY CENTER FUND

Department: 460 - LAWRENCE COMMUNITY CENTER

CENTURYLINK	10/14/2024	PHONE BILL	046-460-6373	164.87
MENARDS	10/14/2024	WINDOW BLINDS	046-460-6540	229.70
ATLANTIC COCA-COLA	10/14/2024	VENDING	046-460-6546	280.50
BANOWETZ LUMBER COMPA	10/14/2024	KEYS	046-460-6542	4.00
BANOWETZ LUMBER COMPA	10/14/2024	CAULK	046-460-6540	19.98
BANOWETZ LUMBER COMPA	10/14/2024	DRYWALL REPAIR	046-460-6475	35.97
ACCESS SYSTEMS LEASING	10/14/2024	COPIER LEASE	046-460-6470	209.28
TOWN & COUNRTY WHOLESA	10/14/2024	VENDING SUPPLIES	046-460-6546	731.51
CENTURYLINK	10/14/2024	PHONE BILL	046-460-6373	98.48
VISA	10/14/2024	JANITORIAL SUPPLIES	046-460-6541	9.98
VISA	10/14/2024	STAMPS	046-460-6542	73.00
ALL SECURE	10/14/2024	FIRE ALARM MONITORING	046-460-6452	135.00
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	046-460-6370	59.30
ALLIANT ENERGY	10/14/2024	UTILITY BILL	046-460-6371	1,346.84
Department 460 - LAWRENCE COMMUNITY CENTER Total:				3,398.41
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				3,398.41

Expense Approval Report

Post Dates: 9/24/2024 - 10/14/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 110 - ROAD USE TAX				
Department: 211 - Public Services - community betterment				
FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	110-211-6523	474.99
ARNOLD MOTOR SUPPLY, LLP	10/14/2024	FUEL FILTERS	110-211-6474	157.66
L.L. PELLING COMPANY	10/14/2024	ASPHALT	110-211-6543	824.25
LINN CO-OP OIL CO.	10/14/2024	FUEL	110-211-6551	895.39
HELLE FARM EQUIPMENT	10/14/2024	WHEEL HUB	110-211-6470	122.61
REXCO EQUIPMENT	10/14/2024	PULLEYS	110-211-6470	103.79
DELANCEY ELECTRIC CO.	10/14/2024	GENERATOR INSTALLATION	110-211-6475	10,850.00
AUTOMOTIVE SERVICES	10/14/2024	TIRES	110-211-6470	180.04
LINN CO-OP OIL CO.	10/14/2024	DIESEL FUEL	110-211-6551	653.17
LINN CO-OP OIL CO.	10/14/2024	GAS	110-211-6551	223.36
REXCO EQUIPMENT	10/14/2024	BELT IDLER PULLEY	110-211-6470	212.64
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	110-211-6370	37.38
ARNOLD MOTOR SUPPLY, LLP	10/14/2024	MOTOR OIL & CORE	110-211-6530	1,103.78
ARMOR EQUIPMENT	10/14/2024	HEAVY CLAMP	110-211-6470	77.32
SADLER POWER TRAIN	10/14/2024	TOTE TOP OIL MEGA FUNNEL	110-211-6553	254.88
ALLIANT ENERGY	10/14/2024	UTILITY BILL	110-211-6371	293.47
ARNOLD MOTOR SUPPLY, LLP	10/14/2024	POWER SERIVE ANTI GEL	110-211-6474	92.94
U.S. CELLULAR	10/14/2024	CELL PHONES	110-211-6490	65.37
Department 211 - Public Services - community betterment Total:				16,623.04
Fund 110 - ROAD USE TAX Total:				16,623.04
Fund: 121 - LOCAL OPTION TAX 35%				
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
DELANCEY ELECTRIC CO.	10/14/2024	STREETLIGHT REPAIR	121-210-6371	340.00
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				340.00
Fund 121 - LOCAL OPTION TAX 35% Total:				340.00
Fund: 122 - LOCAL OPTION TAX 65%				
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
ALLIANT ENERGY	10/14/2024	UTILITY BILL	122-210-6372	6,766.21
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				6,766.21
Department: 430 - RECREATION				
BELSON OUTDOORS	10/14/2024	BLEACHERS	122-430-6799	2,632.59
Department 430 - RECREATION Total:				2,632.59
Department: 460 - LAWRENCE COMMUNITY CENTER				
PUSH PEDAL PULL	10/14/2024	CARDIO STRIDER	122-460-6320	2,374.00
Department 460 - LAWRENCE COMMUNITY CENTER Total:				2,374.00
Department: 622 - SUPPORT ADMINISTRATION				
ST PAUL'S LUTHERAN CHURC	10/07/2024	ALLEY AGREEMENT	122-622-6722	93.65
Department 622 - SUPPORT ADMINISTRATION Total:				93.65
Fund 122 - LOCAL OPTION TAX 65% Total:				11,866.45
Fund: 600 - WATER FUND				
Department: 810 - 810				
FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	600-810-6472	319.77
FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	600-810-6472	156.41
JONES COUNTY SOLID WASTE	10/14/2024	JUNK	600-810-6553	6.50
JONES COUNTY SOLID WASTE	10/14/2024	BULBS	600-810-6553	58.00
WATER SOLUTIONS UNLIMITE	10/14/2024	CHEMICALS	600-810-6501	4,519.84
J&R SUPPLY	10/14/2024	WATER MAIN REPAIR PARTS	600-810-6782	1,980.00
IOWA ONE CALL	10/14/2024	LOCATES	600-810-2901	32.40
AUXIANT	10/14/2024	SELF-FUNDED HEALTH INSUR	600-810-6155	40.00
ARNOLD MOTOR SUPPLY, LLP	10/14/2024	FUEL FILTER VALVE	600-810-6455	4.60
AUXIANT	10/14/2024	SELF-FUNDED INSURANCE	600-810-6155	500.00
VISA	10/14/2024	AMAZON	600-810-6181	99.65
VISA	10/14/2024	AMAZON	600-810-6455	29.99
IOWA DEPT OF NATURAL RES	10/14/2024	WATER PERMIT IDNR	600-810-6553	115.00
OLIN-MORLEY TELEPHONE CO	10/14/2024	PHONE	600-810-6373	104.95

Expense Approval Report

Post Dates: 9/24/2024 - 10/14/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
CHEM RIGHT LABORATORIES I	10/14/2024	TESTING	600-810-6470	95.00
J&R SUPPLY	10/14/2024	SUPPLIES	600-810-6782	180.00
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	600-810-6370	225.53
ALLIANT ENERGY	10/14/2024	UTILITY BILL	600-810-6371	12,733.33
US POSTMASTER	10/08/2024	POSTAGE FOR REMINDER UB	600-810-6508	78.12
U.S. CELLULAR	10/14/2024	CELL PHONES	600-810-6373	200.61
Department 810 - 810 Total:				21,479.70
Fund 600 - WATER FUND Total:				21,479.70

Fund: 610 - WASTEWATER FUND

Department: 815 - 815

FIVE STAR PLUMBING, INC	10/14/2024	MAITENANCE	610-815-6472	320.98
RECREATIONAL MOTOR SPOR	10/14/2024	SHIPPING	610-815-6431	114.20
QC ANALYTICAL SERVICES LLC	10/14/2024	TESTING	610-815-6479	1,026.00
IOWA ONE CALL	10/14/2024	LOCATES	610-815-2901	32.40
LINN CO-OP OIL CO.	10/14/2024	FUEL	610-815-6551	867.45
BARD CONCRETE	10/14/2024	CONCRETE FOR MANHOLE	610-815-6785	249.20
SNYDER & ASSOCIATES INC.	10/14/2024	WWTP FLOW EQUALIZATION	610-815-6786	2,332.00
SCHMITZ JANITORIAL SUPPLY	10/14/2024	GLOVES	610-815-6530	230.00
MIDWEST INJECTION, INC	10/14/2024	SLUDGE HAULING	610-815-6722	29,000.00
ANAMOSA STATE PENITENTIA	10/14/2024	JIMENEZ/PEREZ	610-815-6010	170.00
VISA	10/14/2024	AMAZON	610-815-6510	100.17
VISA	10/14/2024	AMAZON	610-815-6530	186.87
VISA	10/14/2024	AMAZON	610-815-6553	37.76
VISA	10/14/2024	AMAZON	610-815-6785	256.60
VISA	10/14/2024	AMAZON	610-815-6785	1,841.80
CHEM RIGHT LABORATORIES I	10/14/2024	CHEMICAL TESTING	610-815-6479	22.00
CHEMSEARCH	10/14/2024	ECOSTORM	610-815-6501	165.00
VISA	10/14/2024	IA DNR FEES	610-815-6445	32.29
WELTER STORAGE EQUIPMEN	10/14/2024	STORAGE RACK	610-815-6504	850.00
CHEM RIGHT LABORATORIES I	10/14/2024	ECOLI TEST	610-815-6479	22.00
LINN CO-OP OIL CO.	10/14/2024	GASOLINE	610-815-6551	1,786.86
J&R SUPPLY	10/14/2024	SUPPLIES	610-815-6785	2,235.00
BLACK HILLS ENERGY	10/14/2024	GAS UTILITY	610-815-6370	96.07
ALLIANT ENERGY	10/14/2024	UTILITY BILL	610-815-6371	8,374.51
US POSTMASTER	10/08/2024	POSTAGE FOR REMINDER UB	610-815-6508	78.12
U.S. CELLULAR	10/14/2024	CELL PHONES	610-815-6373	181.81
Department 815 - 815 Total:				50,609.09
Fund 610 - WASTEWATER FUND Total:				50,609.09
Grand Total:				252,423.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	141,288.72	95,942.42
015 - FIRE SERVICE	940.90	0.00
041 - LIBRARY FUND	1,219.52	0.00
043 - PARKS & RECREATION	2,894.04	0.00
044 - AQUA COURT	1,763.71	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	3,398.41	0.00
110 - ROAD USE TAX	16,623.04	0.00
121 - LOCAL OPTION TAX 35%	340.00	0.00
122 - LOCAL OPTION TAX 65%	11,866.45	93.65
600 - WATER FUND	21,479.70	618.12
610 - WASTEWATER FUND	50,609.09	78.12
Grand Total:	252,423.58	96,732.31

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	11,164.15	11,164.15
001-000-2201	SIT HOLDING	5,266.85	5,266.85
001-000-2202	FICA HOLDING	18,577.46	18,577.46
001-000-2203	IPERS HOLDING	23,275.33	23,275.33
001-000-2204	PEDC HOLDING	953.86	953.86
001-000-2205	HEALTH & CANCER INS.	31,138.42	31,138.42
001-000-2206	MEDICARE HOLDING	4,382.86	4,382.86
001-000-2208	LIFE HOLDING	859.36	859.36
001-110-6181	ALLOWANCE, UNIFORM	1,219.98	0.00
001-110-6370	UTILITIES, GAS	37.38	0.00
001-110-6371	UTILITIES, ELECTRIC	728.13	0.00
001-110-6373	UTILITIES, TELEPHONE	663.68	0.00
001-110-6412	PHYSICALS & MEDICAL E	135.00	0.00
001-110-6445	TRAINING AND REGISTR	175.00	0.00
001-110-6461	NUISANCE ABATEMENT-	665.00	0.00
001-110-6470	EQUIPMENT MAINT CO	142.18	0.00
001-110-6471	MAINTENANCE, EQUIP	47.50	0.00
001-110-6490	SOFTWARE MAINT CON	13,902.00	0.00
001-110-6508	SUPPLIES, POSTAGE	75.90	0.00
001-110-6530	SUPPLIES, OPERATIONS	258.00	0.00
001-110-6535	SUPPLIES, OFFICE	103.02	0.00
001-110-6537	JCERT	230.74	0.00
001-111-6371	UTILITIES, ELECTRIC (SIR	40.09	0.00
001-190-6460	CONTRACT, VETERINARI	210.00	0.00
001-210-6155	SELF FUNDED HEALTH IN	324.13	324.13
001-210-6160	WORKER'S COMP INSUR	279.54	0.00
001-210-6181	ALLOWANCE, UNIFORM	287.50	0.00
001-210-6490	PROFESSIONAL SERVICE	20.00	0.00
001-290-6428	TREE TRIMMING/STUM	23,450.00	0.00
001-450-6491	GRAVE SERVICING	500.00	0.00
001-450-6542	SUPPLIES, MISCELLANEO	40.80	0.00
001-622-6373	UTILITIES, TELEPHONE	65.74	0.00
001-622-6402	ADVERTISING, GENERAL	674.00	0.00
001-622-6414	PUBLIC NOTICES	125.95	0.00
001-622-6430	MEMBERSHIP DUES & S	15.99	0.00
001-622-6470	MAINT. CONTRACT OFFI	142.18	0.00
001-622-6530	SUPPLIES, OPERATIONS	29.00	0.00
001-622-6535	SUPPLIES/NONCAP EQUI	131.31	0.00
001-650-6370	UTILITIES, GAS	37.38	0.00
001-650-6475	BUILDING & GROUNDS	147.39	0.00
001-650-6540	SUPPLIES, BLDGS. & GR	2.52	0.00
001-650-6543	SUPPLIES, DOWNTOWN	763.40	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-150-6370	UTILITIES, GAS	82.81	0.00
015-150-6371	UTILITIES, ELECTRIC	404.36	0.00
015-150-6373	UTILITIES, TELEPHONE	64.34	0.00
015-150-6475	MAINTENANCE, GROUND	389.39	0.00
041-410-6371	UTILITIES, ELECTRIC	1,173.35	0.00
041-410-6373	UTILITIES, TELEPHONE	46.17	0.00
043-430-6371	UTILITIES, ELECTRIC	277.90	0.00
043-430-6373	UTILITIES, TELEPHONE	46.17	0.00
043-430-6475	MAINTENANCE, BLDGS	1,100.00	0.00
043-430-6531	SUPPLIES, REC. PROGRA	714.51	0.00
043-430-6532	SUPPLIES, PARK MAINT	163.68	0.00
043-430-6535	SUPPLIES, OFFICE	58.45	0.00
043-430-6551	FUEL EXPENSE	533.33	0.00
044-440-6370	UTILITIES, GAS	46.51	0.00
044-440-6371	UTILITIES, ELECTRIC	572.68	0.00
044-440-6373	UTILITIES, TELEPHONE	42.38	0.00
044-440-6490	PROFESSIONAL SERVICE	147.39	0.00
044-440-6541	MAINT. SUPPLIES BLDG	954.75	0.00
046-460-6370	UTILITIES, GAS	59.30	0.00
046-460-6371	UTILITIES, ELECTRIC	1,346.84	0.00
046-460-6373	UTILITIES, TELEPHONE	263.35	0.00
046-460-6452	CONTRACT, MAINT. BLDGS	135.00	0.00
046-460-6470	MAINTENANCE, EQUIP	209.28	0.00
046-460-6475	MAINTENANCE, BLDGS	35.97	0.00
046-460-6540	SUPPLIES, BLDGS. & GR	249.68	0.00
046-460-6541	SUPPLIES, JANITORIAL M	9.98	0.00
046-460-6542	SUPPLIES, MISCELLANEO	77.00	0.00
046-460-6546	MERCHANDISE FOR RES	1,012.01	0.00
110-211-6370	UTILITIES, GAS	37.38	0.00
110-211-6371	UTILITIES, ELECTRIC	293.47	0.00
110-211-6470	MAINTENANCE, EQUIP	696.40	0.00
110-211-6474	MAINTENANCE, VEHICLE	250.60	0.00
110-211-6475	MAINTENANCE, BLDGS	10,850.00	0.00
110-211-6490	MAINT. CONTRACT PAGE	65.37	0.00
110-211-6523	GROUNDS & BLDG. MAI	474.99	0.00
110-211-6530	SUPPLIES, OPERATIONS	1,103.78	0.00
110-211-6543	SUPPLIES, STREET MAIN	824.25	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,771.92	0.00
110-211-6553	MISCELLANEOUS SUPPLI	254.88	0.00
121-210-6371	STREET/TRAFFIC LIGHTS	340.00	0.00
122-210-6372	ELECTRIC UTILITIES, ST LI	6,766.21	0.00
122-430-6799	RECREATIONAL IMPROV	2,632.59	0.00
122-460-6320	EQUIPMENT PARK MAIN	2,374.00	0.00
122-622-6722	EQUIPMENT, OPERATIO	93.65	93.65
600-810-2901	ACCOUNTS PAYABLE	32.40	0.00
600-810-6155	SELF FUNDED HEALTH IN	540.00	540.00
600-810-6181	ALLOWANCE, UNIFORM	99.65	0.00
600-810-6370	UTILITIES, GAS	225.53	0.00
600-810-6371	UTILITIES, ELECTRIC	12,733.33	0.00
600-810-6373	UTILITIES, TELEPHONE	305.56	0.00
600-810-6455	MAINTENANCE, EQUIP	34.59	0.00
600-810-6470	PROF. SERVICES - TESTIN	95.00	0.00
600-810-6472	MAINTENANCE, SYSTEM	476.18	0.00
600-810-6501	CHEMICALS	4,519.84	0.00
600-810-6508	SUPPLIES, POSTAGE	78.12	78.12
600-810-6553	MISCELLANEOUS EXPEN	179.50	0.00
600-810-6782	WATER SYSTEM IMPROV	2,160.00	0.00
610-815-2901	ACCOUNTS PAYABLE	32.40	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
610-815-6010	SALARIES, REGULAR FUL	170.00	0.00
610-815-6370	UTILITIES, GAS	96.07	0.00
610-815-6371	UTILITIES, ELECTRIC	8,374.51	0.00
610-815-6373	UTILITIES, TELEPHONE	181.81	0.00
610-815-6431	SHIPPING	114.20	0.00
610-815-6445	TRAINING, REGISTRATIO	32.29	0.00
610-815-6472	MAINTENANCE, SYSTEM	320.98	0.00
610-815-6479	PROF. SERVICES - TESTIN	1,070.00	0.00
610-815-6501	CHEMICALS	165.00	0.00
610-815-6504	EQUIPMENT, SMALL	850.00	0.00
610-815-6508	SUPPLIES, POSTAGE	78.12	78.12
610-815-6510	SAFETY EQUIPMENT	100.17	0.00
610-815-6530	OPERATIONS SUPPLIES	416.87	0.00
610-815-6551	FUEL EXPENSE	2,654.31	0.00
610-815-6553	MISCELLANEOUS EXPEN	37.76	0.00
610-815-6722	EQUIPMENT, OPERATIO	29,000.00	0.00
610-815-6785	WASTEWTR SYSTEM IMP	4,582.60	0.00
610-815-6786	FLOW EQ PROJECT	2,332.00	0.00
Grand Total:		252,423.58	96,732.31

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	252,423.58	96,732.31
Grand Total:	252,423.58	96,732.31

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

Received at City Hall 10/09/24 for the 10/14/24 Council Meeting

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: McOtto's LLC
TRADE NAME (DBA): McOtto's
STREET ADDRESS: 100 Chamber Dr, Anamosa, IA
PHONE (BUSINESS): 319.462.4200 **HOME (OR CELL):** 515.707.7927

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

ANAMOSA POLICE DEPARTMENT

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

Eric Wahj 10-2-24
Police Chief Date
Leave form at City Hall after Fire and Health signatures are complete

ANAMOSA FIRE DEPARTMENT: Fire Inspection Fee -- \$35.00 (Make check out to: City of Anamosa)

[Signature] 10/1/24
Fire Chief (or designee) Date
Phone: 319-462-4434 for appointment

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

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

[Signature] 10-1-24
Jones County Environmental Health Official Date
Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall 10/2/2024 for the 10/14/2024 Council Meeting

Ordinance No. 953

An Ordinance Regulating Vacant Residential and Commercial Properties within the City of Anamosa and Establishing a Vacant Building Permit and Inspection Process

SECTION 1: The City Council hereby adopts the following language to establish regulations on vacant and residential properties in the City of Anamosa.

SECTION 2: PURPOSE.

The purpose of this ordinance is to establish a program for identifying and registering vacant residential and commercial buildings; to determine the responsibilities of the owners and/or persons in control of vacant buildings and structures, including but not limited to a lender or servicing company as the result of a foreclosure or default; and to speed the rehabilitation of the vacant buildings. Shifting the cost of burden from the general citizenry to the owners of the vacant buildings will be the result of this Ordinance.

SECTION 3: DEFINITIONS.

The following definitions shall apply in this Section:

- (1) **Accessory Building/Structure.** A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principle building or structure or use of the land; i.e. a garden house, greenhouse, garage, carport, shed, fence, or retaining wall.
- (2) **Building.** Any structure used or intended for supporting or sheltering any use of occupancy.
- (3) **Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure.
- (4) **Good Repair.** "Good Repair" shall mean free from blighting and hazardous conditions, clean and sanitary, and in safe condition.
- (5) **Imminent Hazard.** A condition which could cause serious or life-threatening injury or death at any time.
- (6) **Mixed Occupancy.** Occupancy of a structure in part for residential use and in part for some other use not accessory thereto.
- (7) **Occupant.** An occupant is any person who leases or lawfully resides in a building or premises, or a portion of a building or premises.
- (8) **Owner.** Any person having a title to the premises, as recorded in the Office of the Recorder for Jones County, or as recorded on the Jones County assessment rolls.
- (9) **Partially Vacant.** A multi-storied building or structure that has one (1) or more stories vacant, including the ground level store front. For the purpose of this ordinance the ground floor store front must be vacant to be deemed partially vacant.
- (10) **Responsible Person.** A natural person who is the owner, operator or manager of any building, structure, or premises and is responsible for the property's maintenance and management.
- (11) **Rubbish.** Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, papers, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.

- (12) **Structure.** Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.
- (13) **Vacant.** A commercial or industrial building or structure shall be deemed to be vacant if it is unoccupied and/or no person or persons currently operate a lawful business open regularly for business (4-5 days a week between the hours of 9am and 10pm) with the exception of holidays, and meets one or more of the following:
- a. Unsecured or secured by means other than those used in the design of the building;
 - b. Declared unfit for occupancy as determined by the Building Inspector;
 - c. Non-compliant with International Property Code or other City and State building codes as adopted by the City;
 - d. Existence of housing, building, fire, health and safety, or zoning code violations; or
 - e. Not receiving service by public utilities.
- (14) **Evidence of Vacancy.** “Evidence of vacancy” means any condition that on its own or combined with other conditions present would lead a reasonable person to believe the property is vacant. Such conditions include, but are not limited to:
- a. Significantly below standard utility usage
 - b. Overgrown and/or dead vegetation
 - c. Accumulation of newspapers, circulars, flyers, and/or mail
 - d. Accumulation of trash, junk, and/or debris
 - e. Broken or boarded up windows
 - f. Abandoned vehicles, auto parts or materials
 - g. Absence of window coverings, such as curtains, blinds, and/or shutters
 - h. Absence of furnishings and/or personal items consistent with habitation or occupation
 - i. Statement by governmental employee(s) that the property is vacant.
- (15) **Waste.** “Waste” shall mean garbage, ashes, rubbish or trash.
- (16) **Weeds.** “Weeds” or “Noxious Weeds” shall be those as defined by the local jurisdictions of the City of Anamosa and Jones County.

SECTION 4: APPLICABILITY

- (1) **General.** The provisions of this section shall apply to all manufacturing, commercial, industrial, residential, and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial, industrial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days, in any commercial or industrial zoned district.
- (2) **Conflict.** In any case where a provision of this Section is found to be in conflict with a provision of the Zoning Code or any other provisions of the Code of General Ordinances, the provision which established the higher standard for the protection of the public health, safety, and welfare shall prevail.
- (3) **Application of Other Ordinances.** Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances for the Zoning Code. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State law, applicable chapters of this Code of Ordinances and NFPA 70 (National Electric Code). Nothing in this Section shall be construed to cancel, modify or set aside any provision of the City Zoning Code or Building Code.

- (4) **Existing Remedies.** The provisions in this Section shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or this Code of Ordinances, including the Zoning Code, relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.
- (5) **Historic Buildings.** The provisions of this Section shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with current International Building Code as adopted by the City.

SECTION 5: VACANT PROPERTY/BUILDING REGISTRATION

- (1) **Vacant Building Permit.** The owner of any vacant or partially vacant building or structure which this Section applies shall obtain a Vacant Building Permit within thirty (30) days of becoming vacant or partially vacant. Upon enactment of this chapter of the City Code, any building vacant or partially vacant must apply for a Vacant Building Permit no later than December 30, 2021.
- (2) **Application.** Application for a Vacant Building Permit shall be made by completing a Vacant Building Registration Form, which shall be submitted to the Building Inspector or the Zoning Official. The owner must maintain a valid Vacant Building Permit for any building or structure to which this Section applies and must continue to renew the permit as long as the building or structure remains vacant or partially vacant, subject to this Section.
- (3) **Vacant Building Permit Process.** When completing the Vacant Building Registration Form, which is available to be downloaded from the City website, or obtained at City Hall or from the Building Inspector, applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers, and safe for entry by police officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:
 - a. Contact information for each owner. If the owner does not reside within Jones County or within ten miles of the City of Anamosa, the owners shall provide the name, address, and telephone number of an agent who is available for service of process within the State of Iowa. If the owner is other than a natural person or persons, the following shall apply, as appropriate:
 - 1. If the owner is a corporation, limited liability company, limited or general partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business address of the registered agent for service of process appointed pursuant to the Iowa Code.
 - 2. If an estate, the name and business address of the personal representative of the estate.
 - 3. If a trust, the names and addresses of the trustee or trustees.
 - 4. If a partnership, the names and residence addresses of the partner or partners.
 - 5. If a foreclosure or default property, the names and contact information for the responsible party at the bank or lending company that is responsible for the property.
 - b. Contact information for a responsible person, as defined by this Section, who is a natural person who may be contacted at all times for inspections, emergency repairs, or maintenance, and who can respond to the vacant building or structure when requested.
 - c. Any rehabilitation or demolition plans for the building or structure. If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition, which

includes starting within thirty (30) days of acceptance of the proposed demolition timeline and completion, according to the plan, and does not exceed one year.

- d. An acknowledgement by the owner that grass and weeds shall not exceed a height of eight (8) inches and a plan for how the owner will comply with this requirement.
- e. An acknowledgement by the owner that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of snowfall and a plan for how the owner will comply with this requirement.
- f. An acknowledgement by the applicant that the owner is aware of and understands the Vacant Building Maintenance Standards in this Section.
- g. All applicable laws and codes shall be complied with by the owner or person in control. The owner or person in control shall notify the Property Maintenance Officer/Building Inspector of any changes in the information of their vacant building registration within thirty (30) days of the change. If the plan or timetable for the vacant building is revised in any way, the revision(s) must be in writing and must meet the approval of the Property Maintenance Officer/Building Inspector and/or Zoning Administrator.
- h. The owner or person in control and subsequent owners or persons in control shall keep the building secured and safe and the building and grounds properly maintained as laid out in this Section.
- i. A new owner(s) or person in control shall register or re-register the vacant building with the Property Maintenance Officer/Building Inspector within thirty (30) days of any transfer or an ownership interest in the vacant building if the building continues to remain vacant after transfer. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Property Maintenance Officer/Building Inspector and/or Zoning Administrator.
- j. The failure of the owner or person in control of the vacant building to obtain a deed for the property or to file the deed with the County Recorder shall not excuse the property owner or person in control from registering the property.
- k. Failure of the owner or person in control or any subsequent owner(s) or persons in control to maintain the building and premises that result in remedial action taken by the City shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by the law.
- l. The Property Maintenance Officer/Building Inspector shall include in the file any property specific written statements from community organizations, other interested parties, or citizens regarding the history, problems, status, or blighting influence of a vacant building.
- m. The registration and all associated processes must be completed in its entirety annually for so long as the property remains vacant or partially vacant.
- n. The owner of a building or house kept vacant shall acquire or otherwise maintain general liability insurance in an amount not less than \$300,000 for buildings

designed

primarily for use as residential units, including buildings containing no more than four dwelling units; and not less than \$1,000,000 for any other building, including

but

not limited to buildings designed for manufacturing, industrial, storage or commercial uses, including buildings containing five or more dwelling units. Any

insurance policy shall provide for written notice to the Building Administrator within 30 days of any lapse, cancellation or change in coverage. Upon request, the owner shall provide evidence of the insurance to the Chief of Police, the Fire Chief, Code Enforcement Officer, or the City Administrator.

- (4) **Vacant Building Permit Renewal.** Any applicant seeking to renew a permit must submit and updated Vacant Building Registration Form and shall pay the required fee as established by the City Council.

- (5) **Vacant Building Permit Requirements.** A permit may only be issued or renewed if the building or structure which is subject to the application satisfies the following requirements:

(A) **Code Compliant.** All buildings or structures subject to the application shall comply with all

building, fire, property maintenance, zoning, and other applicable sections of the Code of Ordinances, and shall apply for all necessary permits, if any are required to bring the building into compliance, upon application for a Vacant Building Permit.

- (B) **Vacant Building Maintenance Standards.** All buildings or structures subject to the application shall adequately protect the building from intrusion by trespassers and pests, and from deterioration by the weather. The buildings must also comply with the following Vacant Building Maintenance Standards:

(i). **Building Openings.** Doors, windows, areaways, and other openings shall be weathertight and secured against entry by birds, vermin, and trespassers. Missing or broken glass in doors, windows, and other such openings shall be repaired/replaced with glass. No building openings shall be boarded. All first floor or ground floor windows, doors and openings shall be free of any posters, paper or fabric coverings.

(ii). **Waste Removal.** All waste, debris, rubbish and garbage shall be removed from the interior of the building or structure and surrounding premises.

(iii). **Roofs.** The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain, or roof draining and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.

(iv). **Drainage.** The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner.

(v). **Building Structure.** The building shall be maintained in good repair and structurally sound. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety, and welfare.

(vi). **Structural Members.** The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.

(vii). **Foundation Walls.** The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks free from leaks, and be animal and rat-proof.

(viii). **Exterior Walls.** The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of

weather-coating materials, such as paint or similar surface treatment.

- (ix). **Decorative Features.** The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
 - (x). **Overhanging Extensions.** All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal, wood, or other surfaces shall be protected from the elements against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
 - (xi). **Appurtenance.** Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof shall be of sufficient strength or stability, and anchored so as to be capable of resisting wind pressure of one-half (1/2) of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
 - (xii). **Chimneys and Towers.** Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
 - (xiv). **Walkways.** Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.
 - (xv). **Accessory Building/Structures.** Accessory buildings/structures such as garages, sheds, and fences shall be free from safety, health and fire hazards, and shall comply with these Vacant Building Maintenance Standards.
 - (xvi). **Exterior Premises.** The surrounding premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, shall not be used for exterior storage, and shall not pose a threat to public health, welfare, or safety.
- (6) **Issuance of Vacant Building Permit.** The Building Inspector shall issue or renew a Vacant Building Permit upon being satisfied that the building has been inspected and is in compliance with all applicable provisions of this Code and the Vacant Building Maintenance Standards set forth in this Section, and is adequately protected from intrusion by trespassers and from deterioration by the weather. This Permit shall be effective for a period of three hundred sixty-five (365) days from the date of issuance or renewal.
- (7) **Vacant Building Permit Conditions.** All permits issued are subject to all other applicable conditions of the Code of Ordinances and the following additional conditions:
- (A) **Consent to Entry.** All applicants and owners holding a permit consent to the entry of duly authorized officials of the City at all reasonable hours and upon reasonable notice for the purpose of inspection. Refusal to consent to entry shall be a violation of this Section. In addition to issuing a municipal infraction citation in the event of refusal, the City may file a complaint under oath to any Court of competent jurisdiction and said Court shall thereupon issue its Order authorizing the appropriate person to enter such establishment

to inspect.

(B) **Consent to Emergency Inspections/Emergency Repairs.** All applicants and owners holding a permit consent to the entry of duly authorized officials of the City if such official

has reason to believe that an emergency situation exists with respect to the building or structure that tends to create an imminent hazard to health, welfare or safety of the general public, in the discretion of such official, then such official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If such official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, then such official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs to alleviate the hazard. City employees will confer with legal counsel prior to entering or causing entry to be made to premises and/or performing any emergency repairs without prior owner notification and consent. Costs incurred in the performance of emergency repairs may be paid by the City and if so paid, the City may levy a special assessment against the property to recover those costs.

(C) **Cooperation by Owner or Responsible Person.** All owners holding a permit or responsible persons identified in a permit application shall cooperate with and facilitate inspections of the premises at reasonable times pursuant to reasonable notice to determine compliance with the requirements of this Section. Obstructing a duly authorized inspection, including refusing entry or access to portions of the building subject to the permit, shall be a violation of this Section. The owner shall notify the Building Inspector within thirty (30) business days of any changes to the contact information of the owner or responsible person.

(D) **Continued Compliance.** For the Vacant Building Permit to remain valid, the building or structure subject to the permit shall continue to comply with all of the requirements of the Vacant Building Maintenance Standards.

(8) **Enforcement.**

(A) **Authorized Officials.** The Zoning Administrator and the Building Inspector shall have the

authority to enforce the provisions of this Section and to exercise the powers and duties specified in this Section and may delegate their authority to appropriate City personnel as his/her designee.

(B) **Right of Entry.** An authorized official has the right to enter buildings, structures, or premises subject to this Section at reasonable times, with the express or implied consent of the owner, responsible person, or occupant, to inspect in accordance with the City's policy and procedure for entering onto private property to conduct administrative interior and exterior inspections for Code administration and enforcement. If entry is refused, it shall be a violation of this ordinance for which a municipal infraction citation may be issued.

(C) **Inspections.** An authorized official may inspect the premises and structures to determine compliance with this Section at their discretion. All reports of such inspections shall be in writing, signed, or initialed and dated. An authorized official may engage any expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with City policy. An authorized official, or his/her designee(s), may conduct inspections made pursuant to the provisions of this Section in conjunction with other inspectors of the Department, police officers, fire fighters, or

inspectors from other governmental bodies.

- (i). Vacant or partially vacant properties will be both internally and externally inspected at the start of each registration period (new and renewal) and when the registration is terminated by the property owner or the person in control.
- (ii). Vacant or partially vacant properties will be both internally and externally inspected upon acquisition of the property by a new owner or person in control and prior to an issuance of an Occupancy Permit.
- (iii). Any inspection that is to take place within thirty (30) days of a previous inspection may or may not be conducted at the discretion of the Property Maintenance Officer/Building Inspector.

(D) Issuance of Orders to Repair. Upon inspection, an authorized official or his/her designee,

shall issue orders to repair for work needed:

- (i). To adequately protect the building from intrusion by trespassers and from deterioration by the weather;
- (ii). To comply with the Vacant Building Maintenance Standards set forth in this

Section;

- (iii). To ensure that allowing the building to remain will not be detrimental to public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood; or
- (iv). To eliminate any hazards to police officers or firefighters that may enter the premises in times of emergency.

When issuing Orders to Repair, the authorized official shall specify the deadline for completion of the repair required and shall mail the notice to the owner or responsible person identified in the permit. All work done pursuant to this Section shall be done in compliance with any applicable codes and ordinances.

(E) Reinspections. Reinspections may be conducted after the deadline for repair as stated in the Order. Reinspections are subject to applicable reinspection fees.

(F) Notices and Orders. An authorized official may issues notices and orders to owners, responsible persons, operators, or occupants to obtain compliance with this Section.

(G) Revocation, Reinstatement Measures. If a vacant building permit is revoked by the Building Inspector for noncompliance with any provisions of this code, the owner of the building shall be given thirty (30) days to comply with the provisions of this code. Extensions of such thirty (30) day period may be granted at the discretion of the Building Inspector. Upon expiration of the thirty (30) day period, or any extension thereof, if the building continues to be noncompliant, a municipal infraction will be issued.

(9) Process and Timeline. No later than January 1, 2022, following passage of this ordinance, and subsequently within thirty (30) days of a manufacturing, commercial, industrial, residential, or mixed occupancy building becoming vacant or partially vacant as defined herein, a building owner must complete a Vacant Building Registration Form, which serves as an application for a Vacant Building Permit.

SECTION 6: ESCROW

Each demolition of a vacant building requires that the owner or person in control hold in escrow with the City a deposit of ten thousand (\$10,000.00) dollars for a residential building and seventy-five thousand (\$75,000.00) dollars for a commercial building. If the amount to be set up in escrow cannot be paid in

full, the City will place a lien on the property for the amount previously specified. The City will use these funds to complete the plans submitted by the owner or person in control in the event that the owner does not comply with the deadlines as previously submitted in the owners' or person in control's vacant building plan. Escrow funds will be released upon completion of the work or transfer of ownership, provided that all fees have been paid in full. New owners or persons in control must sign a form accepting responsibility for completing the demolition. All deposits received under this section shall be placed in the Code Enforcement Violations line item.

SECTION 7: VACANT BUILDING FEES AND PENALTIES.

The fees shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs incurred by the City in monitoring the vacant or partially vacant building site. The annually increased fee amounts shall be reasonably related to the costs incurred by the City for the demolition and hazard abatement of or repairs to vacant buildings, as well as the continued normal administrative costs stated above.

- (1) The owner or person in control of a vacant residential building shall pay an annual fee of two hundred (\$200.00) dollars for the first year the building remains vacant. For every consecutive year that the building remains vacant, the annual fee will be assessed at double the previous year's amount for a maximum annual fee equaling the five (5) year of three thousand two hundred (\$3200.00) dollars to be used for the fifth and for all consecutive years of vacancy.
- (2) The owner or person in control of a vacant commercial building shall pay an annual fee of four hundred (\$400.00) dollars for the first year the building remains vacant. For every consecutive year that the building remains vacant, the annual fee will be assessed at double the previous year's fee amount for a maximum annual fee equaling the five (5) years of six thousand four hundred (\$6400.00) dollars to be used for the fifth and all consecutive subsequent years of vacancy.
- (3) The first annual fee shall be paid at the time the building is registered. If the fee is not paid, the penalties for the municipal infractions for this chapter shall be:
 - A) First offense: \$250.00
 - B) Second offense: \$750.00
 - C) Third and subsequent offenses: \$1,000.00
- (4) The fee shall be paid in full prior to the issuance of any building permits unless the property is granted an exemption.
- (5) All delinquent fees shall be paid by the owner or person in control prior to any transfer of ownership interest in the vacant building. A lien may be placed on the property to collect delinquent fees.
- (6) Late fees shall be paid in addition to the annual registration and will be equal to the annual fee of one thousand (\$1000.00) dollars, whichever is less.
- (7) All fees received under this section shall be deposited under the Code Enforcement Violations line item.
- (8) Reinspection Fees.
 - A. To compensate the City for its inspection and administrative costs reasonably related to the enforcement, an escalating fee established by the Council through resolution, may be charged for any reinspection following the initial inspection which resulted in an order for corrective action, and the first inspection to determine compliance with an order for corrective action issued hereunder.
 - B. Failure to pay reinspection fees within thirty (30) days of mailing an invoice to the property

owner of record shall constitute a violation of this ordinance for which a municipal infraction citation may be issued.

SECTION 8: EXEMPTIONS

- A. A building under active construction/renovation and having a valid building permit(s) at the time of the initial inspection shall be exempt from registration until the expiration of the longest running, currently active building permit.
- B. A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of ninety (90) days after the date of the fire or extreme weather event if the property owner or person in control submits a request for exemption in writing to the Property Maintenance Officer. This request shall include the names and addresses of the owner or owners or person or persons in control, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.
- C. A building that has been granted an exemption pursuant to the following: Any owner or person in control of a vacant building may request an exemption from the provisions of this Chapter by filing a written application with the Property Maintenance Officer who shall timely consider same. In determining whether a request for exemption should be granted, the Property Maintenance Officer shall consider the following: The applicants prior record as it pertains to City Housing Code, Building Code, or Property Maintenance Code violations; The amount of vacant property the applicant currently has within the City; and the length of time that the building for which the exception is sought has been vacant.
- D. The application of this Ordinance shall not be inconsistent with or contrary to any and all requirements for historical structures established by any City, State, or Federal Agency.
- E. All requests for an exemption shall be made to the Property Maintenance Officer. The Property Maintenance Officer shall make a decision and notify the applicant within seven (7) days of the filing of the request for exemption.

SECTION 9: APPEALS

Any owner or person in control who is served a notice of vacant property registration may, within ten (10) calendar days of receipt of such notice, apply for an exemption or appeal the findings of the Property Maintenance Officer as set forth in the codified ordinances of the City of Anamosa.

SECTION 10: This Ordinance shall take effect and be in force from and after its passage, approval by the Mayor and the earliest period allowed by law.

PASSED AND APPROVED this 13th day of December, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

Published in the Anamosa Journal-Eureka December 23, 2021

RECORD OF COUNCIL PROCEEDINGS

First Reading: April 26, 2021

Councilmember Smith introduced the foregoing **Ordinance No. 953** and moved for its first reading. Councilmember Machart seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

<u>COUNCIL MEMBER</u>	<u>VOTING AYE</u>	<u>VOTING NAY</u>	<u>ABSENT</u>
CRUMP	X		
SMITH	X		
MACHART	X		
ZUMBACH	X		
STOUT	X		
CAPRON	X		

Second Reading: November 22, 2021

Councilmember Machart made a motion to approve the second reading of **Ordinance No. 953**. Councilmember Crump seconded the motion. The roll was called and the following indicates the result of the vote.

<u>COUNCIL MEMBER</u>	<u>VOTING AYE</u>	<u>VOTING NAY</u>	<u>ABSENT</u>
CRUMP	X		
SMITH	X		
MACHART	X		
ZUMBACH			X
STOUT	X		
CAPRON	X		

Third Reading: December 13, 2021

Councilmember Zumbach made the motion to give final consideration and adopt **Ordinance No. 953**. Councilmember Capron seconded the motion. The roll was called and the following indicates the result of the vote.

<u>COUNCIL MEMBER</u>	<u>VOTING AYE</u>	<u>VOTING NAY</u>	<u>ABSENT</u>
CRUMP	X		
SMITH	X		
MACHART	X		
ZUMBACH	X		
STOUT	X		
CAPRON	X		

ORDINANCE NO. 961

AN ORDINANCE REPEALING ORDINANCE 953 PERTAINING TO THE VACANT BUILDING PERMIT AND INSPECTION PROCESS

BE IT ENACTED by the City Council of the City of Anamosa, Iowa:

SECTION 1. CHAPTER REPEALED. The Anamosa Code of Ordinances, Anamosa, Iowa, is hereby amended by repealing Ordinance 953, pertaining to pertaining to the Vacant Building Permit and Inspection Process, in its entirety.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Councilmember _____ introduced this Ordinance and moved for its final reading.

Councilmember _____ seconded the motion.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this _____ day of _____ , _____

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ , on the _____ day of _____ , _____

City Clerk

LEGAL DESCRIPTION: 8-R-1 (RESIDENTIAL SINGLE-FAMILY DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-FIVE (85) NORTH, RANGE FOUR (4) WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°55'49" WEST ON THE NORTH LINE OF SAID PARCEL 2010-100, 344.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°00'00" EAST, 568.52 FEET;

THENCE NORTH 87°05'30" WEST, 271.44 FEET;

THENCE SOUTH 2°54'30" WEST, 262.42 FEET TO A SOUTHERLY LINE OF SAID PARCEL 2010-100;

THENCE NORTH 81°58'33" WEST ON SAID SOUTHERLY LINE, 501.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ABANDONED CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD;

THENCE NORTH 18°29'30" EAST ON SAID WESTERLY RIGHT OF WAY LINE, 788.23 FEET TO SAID NORTH LINE;

THENCE SOUTH 89°55'49" EAST ON SAID NORTH LINE, 530.51 FEET TO THE POINT OF BEGINNING;

DESCRIBED PARCEL CONTAINS 10.47 ACRES.

LEGAL DESCRIPTION: C-2 (ARTERIAL COMMERCIAL DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2010-100;

(THE FOLLOWING SEVEN COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 151)

THENCE SOUTH 33°12'06" WEST, 315.58 FEET;

THENCE SOUTH 44°08'15" WEST, 262.42 FEET;

THENCE SOUTH 24°50'14" WEST, 336.34 FEET;

THENCE SOUTH 35°05'04" WEST, 451.77 FEET;

THENCE SOUTH 5°10'30" EAST, 72.41 FEET;

THENCE SOUTH 35°29'22" WEST, 299.39 FEET;

THENCE SOUTH 35°38'36" WEST, 296.37 FEET TO AN EASTERLY LINE OF PLAT OF SURVEY PARCEL 2012-146 AS SHOWN IN SURVEYOR'S AFFIDAVIT RECORDED IN FEE BOOK 2013-0926 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER;

(THE FOLLOWING THREE COURSES ARE ON THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL 2012-146)

THENCE NORTH 28°01'21" EAST, 119.70 FEET;

THENCE NORTH 12°31'00" EAST, 110.27 FEET;

THENCE NORTH 54°21'35" WEST, 193.73 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2012-146;

THENCE NORTH 8°11'50" WEST ON A WESTERLY LINE OF SAID PARCEL 2010-100, A DISTANCE OF 525.32 FEET;

THENCE NORTH 81°58'53" WEST ON A SOUTHERLY LINE OF SAID PARCEL 2010-100, A DISTANCE OF 156.17 FEET;

THENCE NORTH 2°54'30" EAST, 262.42 FEET;

THENCE SOUTH 87°05'30" EAST, 271.44 FEET;

THENCE NORTH 0°00'00" EAST, 568.52 FEET TO THE NORTH LINE OF SAID PARCEL 2010-100;

THENCE SOUTH 38°48'10" EAST, 441.78 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 353.71 FEET BEARING NORTH 71°11'13" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 361.21 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 495.54 FEET BEARING NORTH 62°24'40" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 517.46 FEET TO SAID NORTH LINE;

THENCE SOUTH 89°58'32" EAST ON SAID NORTH LINE, 68.08 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 19.43 ACRES.

LEGAL DESCRIPTION: M-1 (LIGHT INDUSTRIAL DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-FIVE (85) NORTH, RANGE FOUR (4) WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE SOUTH 89°58'32" EAST ON THE NORTH LINE OF SAID PARCEL 2010-100, A DISTANCE OF 706.41 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 495.54 FEET BEARING SOUTH 62°24'40" WEST;

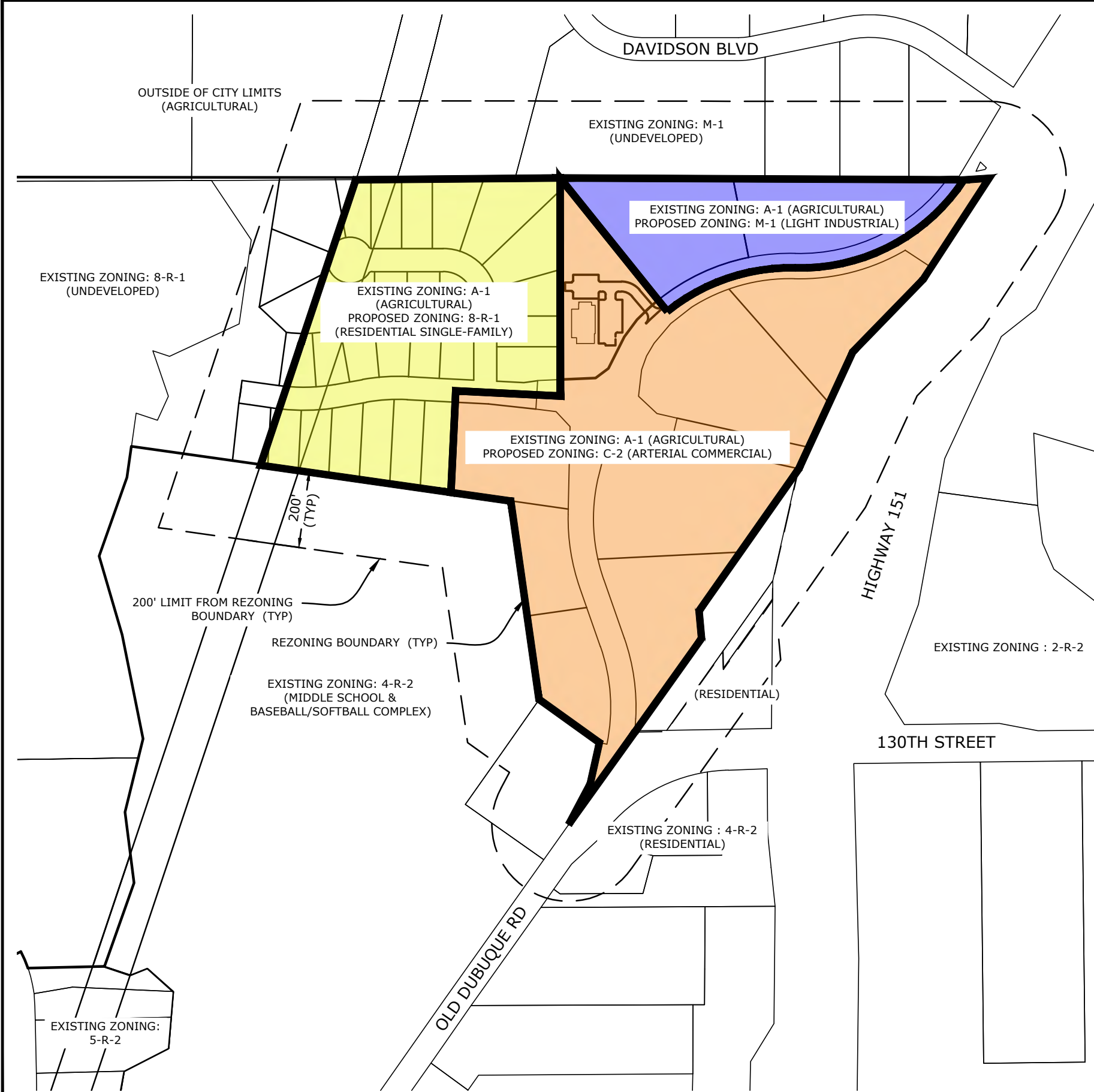
THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 517.46 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 353.71 FEET BEARING SOUTH 71°11'13" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 361.21 FEET;

THENCE NORTH 38°48'10" WEST, 441.78 FEET TO SAID NORTH LINE;

THENCE SOUTH 89°55'49" EAST ON SAID NORTH LINE, 344.44 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 4.78 ACRES.



OWNER/APPLICANT:
FORGE, INC.
PO BOX 106
ANAMOSA, IA 52205-0106

CONTACT:
HALL & HALL ENGINEERS, INC.
% LOREN HOFFMAN
1860 BOYSON ROAD
HIAWATHA IA 52233
PH: (319) 362-9548
EMAIL: LOREN@HALLENG.COM

EXISTING ZONING:
A-1 (AGRICULTURAL)

PROPOSED ZONING:
8-R-1 (RESIDENTIAL SINGLE-FAMILY)
C-2 (ARTERIAL COMMERCIAL)
M-1 (LIGHT INDUSTRIAL)

LEGAL DESCRIPTION: 8-R-1 (RESIDENTIAL SINGLE-FAMILY DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHEAST CORNER OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-FIVE (85) NORTH, RANGE FOUR (4) WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE NORTH 89°55'49" WEST ON THE NORTH LINE OF SAID PARCEL 2010-100, 344.44 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 0°00'00" EAST, 568.52 FEET;
THENCE NORTH 87°05'30" WEST, 271.44 FEET;
THENCE SOUTH 2°54'30" WEST, 262.42 FEET TO A SOUTHERLY LINE OF SAID PARCEL 2010-100;
THENCE NORTH 81°58'33" WEST ON SAID SOUTHERLY LINE, 501.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ABANDONED CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD;
THENCE NORTH 18°29'30" EAST ON SAID WESTERLY RIGHT OF WAY LINE, 788.23 FEET TO SAID NORTH LINE;
THENCE SOUTH 89°55'49" EAST ON SAID NORTH LINE, 530.51 FEET TO THE POINT OF BEGINNING;
DESCRIBED PARCEL CONTAINS 10.47 ACRES.

LEGAL DESCRIPTION: C-2 (ARTERIAL COMMERCIAL DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2010-100;
(THE FOLLOWING SEVEN COURSES ARE ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 151)
THENCE SOUTH 33°12'06" WEST, 315.58 FEET;
THENCE SOUTH 44°08'15" WEST, 262.42 FEET;
THENCE SOUTH 24°50'14" WEST, 336.34 FEET;
THENCE SOUTH 35°05'04" WEST, 451.77 FEET;
THENCE SOUTH 5°10'30" EAST, 72.41 FEET;
THENCE SOUTH 35°29'22" WEST, 299.39 FEET;
THENCE SOUTH 35°38'36" WEST, 296.37 FEET TO AN EASTERLY LINE OF PLAT OF SURVEY PARCEL 2012-146 AS SHOWN IN SURVEYOR'S AFFIDAVIT RECORDED IN FEE BOOK 2013-0926 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER;
(THE FOLLOWING THREE COURSES ARE ON THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL 2012-146)
THENCE NORTH 28°01'21" EAST, 119.70 FEET;
THENCE NORTH 12°31'00" EAST, 110.27 FEET;
THENCE NORTH 54°21'35" WEST, 193.73 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2012-146;
THENCE NORTH 8°11'50" WEST ON A WESTERLY LINE OF SAID PARCEL 2010-100, A DISTANCE OF 525.32 FEET;
THENCE NORTH 81°58'53" WEST ON A SOUTHERLY LINE OF SAID PARCEL 2010-100, A DISTANCE OF 156.17 FEET;
THENCE NORTH 2°54'30" EAST, 262.42 FEET;
THENCE SOUTH 87°05'30" EAST, 271.44 FEET;
THENCE NORTH 0°00'00" EAST, 568.52 FEET TO THE NORTH LINE OF SAID PARCEL 2010-100;
THENCE SOUTH 38°48'10" EAST, 441.78 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 353.71 FEET BEARING NORTH 71°11'13" EAST;
THENCE EASTERLY ON THE ARC OF SAID CURVE, 361.21 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 495.54 FEET BEARING NORTH 62°24'40" EAST;
THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 517.46 FEET TO SAID NORTH LINE;
THENCE SOUTH 89°58'32" EAST ON SAID NORTH LINE, 68.08 FEET TO THE POINT OF BEGINNING.
DESCRIBED PARCEL CONTAINS 19.43 ACRES.

LEGAL DESCRIPTION: M-1 (LIGHT INDUSTRIAL DISTRICT)

THAT PART OF PLAT OF SURVEY PARCEL 2010-100 AS RECORDED IN FEE BOOK 2011 0416 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT THE SOUTHEAST CORNER OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-FIVE (85) NORTH, RANGE FOUR (4) WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE SOUTH 89°58'32" EAST ON THE NORTH LINE OF SAID PARCEL 2010-100, A DISTANCE OF 706.41 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 495.54 FEET BEARING SOUTH 62°24'40" WEST;
THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 517.46 FEET TO THE BEGINNING OF A 510.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 353.71 FEET BEARING SOUTH 71°11'13" WEST;
THENCE WESTERLY ON THE ARC OF SAID CURVE, 361.21 FEET;
THENCE NORTH 38°48'10" WEST, 441.78 FEET TO SAID NORTH LINE;
THENCE SOUTH 89°55'49" EAST ON SAID NORTH LINE, 344.44 FEET TO THE POINT OF BEGINNING.
DESCRIBED PARCEL CONTAINS 4.78 ACRES.

DRAWN BY: JAS				
CHECKED BY: LMH				
APPROVED BY: LMH				
DATE: 4/13/2023				
FIELD BOOK: OT 111	NO.	REVISION DESCRIPTION	APPROVED	DATE

CITY OF
ANAMOSA

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
1860 BOYSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7595
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LAND SURVEYING • LAND DEVELOPMENT PLANNING

www.halleng.com

THE NORTHLANDS - PART 1	REZONING EXHIBIT
IN THE CITY OF ANAMOSA, JONES COUNTY, IOWA	PROJECT NO: 10806-22-01

SHEET
1 OF 1

City of Anamosa - Rezoning Request Application

Date of Application: 4/14/2023

Fee Required with Application: \$100.00

Address of property that is being requested to be rezoned: N/A

Applicant(s) Name: Forge, Inc. - Bryce Ricklefs, President

Applicant Address: PO Box 106, Anamosa, IA 52205-0106

Applicant Telephone: (319) 462-4435

Do Applicant(s) own the ground that is being requested for rezoning? ☒ YES ☐ NO

If NO, then the following is required:

Property Owner(s): _____

Property Owner Address: _____

Property Owner Telephone: _____

Signature of approval from property owner(s): _____

Current zoning of property: A-1 (Agricultural)

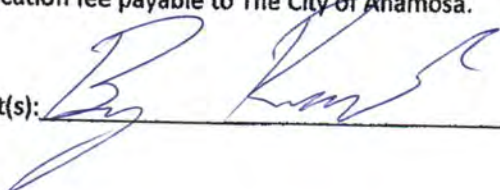
Current use of the property: Undeveloped, Agricultural

Requested zoning of property: 8-R-1, C-2 and M-1

Proposed use of property: Mixed use for single family lots, commercial and light industrial.

Attach to this application the following:

- Legal description and a map/plat of property showing, but not limited to, locations, dimensions and use of all properties within 200' feet, including streets, alleys, right of ways and other physical features. The map/plat must be done to scale.
- Names and addresses of adjoining property owners within 200 feet.
- \$100.00 application fee payable to The City of Anamosa.

Signature of Applicant(s):  _____ Date: 4/13/23

ORDINANCE NO. 962

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE NORTHLANDS SUBDIVISION, IN ANAMOSA, IOWA, FROM A-1 (AGRICULTURAL) TO 8-R1 (RESIDENTIAL SINGLE FAMILY), C-2 (ARTERIAL COMMERCIAL), AND M-1 (LIGHT INDUSTRIAL).

WHEREAS, Forge, Inc. has made a request to re-zone the property entitled the Northlands Subdivision, in Anamosa, Iowa, from A-1 (Agricultural) to 8-R1 (Residential Single Family), C-2 (Arterial Commercial), and M-1 (Light Industrial); and

WHEREAS, the Planning and Zoning Commission previously reviewed this request and have forwarded their recommendation to rezone this subdivision to the Anamosa City Council; and

WHEREAS, advanced notice of this public hearing held this date was published as required by law; and

WHEREAS, no objections were voiced to date regarding the re-zoning request.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF ANAMOSA, IOWA that the property, entitled the Northlands Subdivision, in Anamosa, Iowa, from A-1 (Agricultural) to 8-R1 (Residential Single Family), C-2 (Arterial Commercial), and M-1 (Light Industrial).

FUTHERMORE, the City of Anamosa Zoning Map and Land Use Plan shall be amended to reflect the same.

SECTION 1. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Councilmember _____ introduced this Ordinance and moved for its first reading.

Councilmember _____ seconded the motion.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this _____ day of _____ , _____

ORDINANCE NO. 962

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE NORTHLANDS SUBDIVISION, IN ANAMOSA, IOWA, FROM A-1 (AGRICULTURAL) TO 8-R1 (RESIDENTIAL SINGLE FAMILY), C-2 (ARTERIAL COMMERCIAL), AND M-1 (LIGHT INDUSTRIAL).

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

First Reading: _____
Second Reading: _____
Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____, on the _____ day of _____, _____

City Clerk

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

LEGAL DESCRIPTION - ZONE (5R-1) MULTI-FAMILY RESIDENTIAL:

PARTS OF OUTLOT 9 AND 10 OF STRAWBERY HILL, NOW ANAMOSA AND PART OF LOT 12 OF WILSON'S GREEN MEADOWS IN ANAMOSA, IOWA AS RECORDED IN IN BOOK F, PAGE 114 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE S0°38'14"W ON THE EAST LINE OF SAID LOT 12, A DISTANCE OF 305.28 FEET; THENCE S31°47'08"W ON SAID EAST LINE, 63.59 FEET; THENCE N89°00'04"E, 177.03 FEET TO THE WEST LINE OF SAID LOT 12; THENCE N0°59'56"E ON SAID WEST LINE, 100.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID WILSON'S GREEN MEADOWS AND THE SOUTH LINE OF SAID LOT 8; THENCE S89°37'04"W ON THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 583.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD DUBUQUE ROAD; THENCE N35°34'04"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 315.29 FEET; THENCE N89°39'26"E ON THE NORTH LINE OF SAID LOT 12 AND ITS WESTERLY PROLONGATION, A DISTANCE OF 612.07 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 4.59 ACRES.

City of Anamosa - Rezoning Request Application

Date of Application: May 17, 2024

Fee Required with Application: \$100.00

Address of property that is being requested to be rezoned: 419 Old Dubuque Road, 223 Wilson Court

Applicant(s) Name: Forge, Inc.

Applicant Address: PO Box 106, Anamosa IA 52205

Applicant Telephone: (319) 462-4435

Do Applicant(s) own the ground that is being requested for rezoning? ☒ YES ☐ NO

If NO, then the following is required:

Property Owner(s): _____

Property Owner Address: _____

Property Owner Telephone: _____

Signature of approval from property owner(s): _____

Current zoning of property: 4-R-2

Current use of the property: Single Family Residential

Requested zoning of property: 5-R-1 and R-R-2

Proposed use of property: Single Family Residential

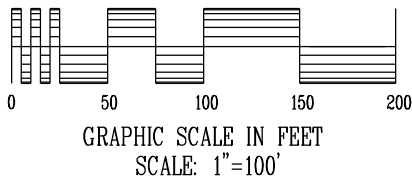
Attach to this application the following:

- Legal description and a map/plat of property showing, but not limited to, locations, dimensions and use of all properties within 200' feet, including streets, alleys, right of ways and other physical features. The map/plat must be done to scale.
- Names and addresses of adjoining property owners within 200 feet.
- \$100.00 application fee payable to The City of Anamosa.

Signature of Applicant(s):  Date: 5/14/24

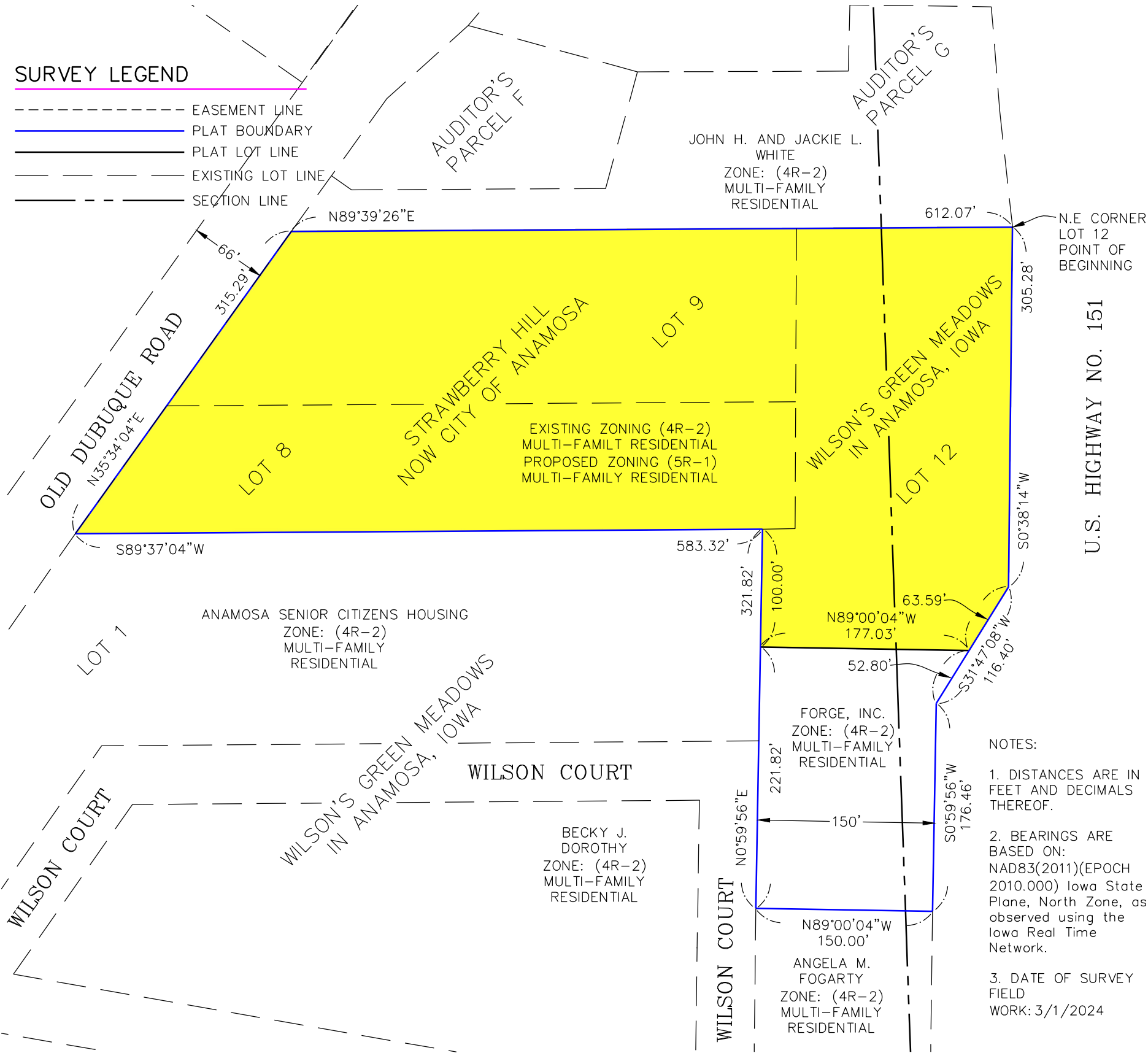
REZONING EXHIBIT

PARTS OF OUTLOTS 8 AND 9, STRAWBERRY HILL NOW ANAMOSA AND LOT 12, WILSON'S GREEN MEADOW, ANAMOSA, JONES COUNTY, IOWA



SURVEY LEGEND

- EASEMENT LINE
- PLAT BOUNDARY
- PLAT LOT LINE
- EXISTING LOT LINE
- SECTION LINE



DIMENSION STANDARDS

LOT REQUIREMENTS	5 R-1	4 R-2
	SINGLE FAMILY RESIDENTIAL	MULTI FAMILY RESIDENTIAL
LOT SIZE (SF, MIN)	5,000	8,000
LOT WIDTH (FT, MIN)	50	60
HEIGHT (FT, MAX)	37.5	45

BUILDING PLACEMENT	5 R-1	4 R-2
	SINGLE FAMILY RESIDENTIAL	MULTI FAMILY RESIDENTIAL
SETBACKS (FT)		
FRONT	25	25
SIDE, INTERNAL	6	8
SIDE, CORNER	10	15
REAR	20	30

EXISTING ZONING: (4R-2) MULTI-FAMILY RESIDENTIAL

PROPOSED ZONING: (5R-1) MULTI-FAMILY RESIDENTIAL

OWNER/APPLICANT: FORGE, INC. PO BOX 106 ANAMOSA, IOWA 52205

CONTACT: HALL & HALL ENGINEERS, INC. 1860 BOYSON ROAD HIAWATHA, IOWA 52233 319-362-9548

LEGAL DESCRIPTION – ZONE (5R-1) MULTI-FAMILY RESIDENTIAL:

PARTS OF OUTLOT 9 AND 10 OF STRAWBERRY HILL, NOW ANAMOSA AND PART OF LOT 12 OF WILSON'S GREEN MEADOWS IN ANAMOSA, IOWA AS RECORDED IN IN BOOK F, PAGE 114 IN THE OFFICE OF THE JONES COUNTY, IOWA RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE S0°38'14"W ON THE EAST LINE OF SAID LOT 12, A DISTANCE OF 305.28 FEET; THENCE S31°47'08"W ON SAID EAST LINE, 63.59 FEET; THENCE N89°00'04"E, 177.03 FEET TO THE WEST LINE OF SAID LOT 12; THENCE N0°59'56"E ON SAID WEST LINE, 100.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID WILSON'S GREEN MEADOWS AND THE SOUTH LINE OF SAID LOT 8; THENCE S89°37'04"W ON THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 583.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD DUBUQUE ROAD; THENCE N35°34'04"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 315.29 FEET; THENCE N89°39'26"E ON THE NORTH LINE OF SAID LOT 12 AND ITS WESTERLY PROLONGATION, A DISTANCE OF 612.07 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 4.59 ACRES.

REZONING EXHIBIT

PARTS OF OUTLOTS 8 AND 9, STRAWBERRY HILL NOW ANAMOSA AND LOT 12, WILSON'S GREEN MEADOW, ANAMOSA, JONES COUNTY, IOWA

HALL & HALL ENGINEERS, INC.

1860 BOYSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7595
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
LAND SURVEYING • LAND DEVELOPMENT PLANNING
www.halleng.com

Sheet Title:

Date: 09/03/2024

Field Book No: 268

Scale: 1"=100'

Sheet: 1 of 1

Project Number: 10806-24-1

Legal Description - Preliminary Plat

Lot 12, Block 3 of Wilson's Green Meadows to the City of Anamosa, Jones County, Iowa, according to the recorded plat thereof,

Subject to the rights of the public in all roads, easements, agreements and restrictive covenants of record.

And

Part of Out lots 8 and 9, Strawberry Hill, now Anamosa; Commencing 1.35 chains west of a certain corner stone on the line between Sections 1 and 2, Township 84, North, Range 4, West of the 5th P.M., said corner stone standing on the center between the quarter section post and the Northwest corner of SW1/4 NW1/4 of said Section 1; thence West 9.86 chains to the center of the Military Road; thence North 36° East along the center of said road 4.76 chains; thence East 7.06 chains; thence South 3.87 chains to the place of beginning; containing 3.27 acres.

Subject to the rights of the public in all highways and to all easements of record.

ORDINANCE NO. 963

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE KOUBA SUBDIVISION, IN ANAMOSA, IOWA, FROM 4R-2 (MULTI-FAMILY RESIDENTIAL) TO 5-R1 (SINGLE FAMILY RESIDENTIAL).

WHEREAS, Forge, Inc. has made a request to re-zone the property entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5-R1 (Single Family Residential); and

WHEREAS, the Planning and Zoning Commission previously reviewed this request and have forwarded their recommendation to rezone this subdivision to the Anamosa City Council; and

WHEREAS, advanced notice of this public hearing held this date was published as required by law; and

WHEREAS, no objections were voiced to date regarding the re-zoning request.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF ANAMOSA, IOWA that the property, entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5-R1 (Single Family Residential).

FUTHERMORE, the City of Anamosa Zoning Map and Land Use Plan shall be amended to reflect the same.

SECTION 1. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Councilmember _____ introduced this Ordinance and moved for its first reading.

Councilmember _____ seconded the motion.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this _____ day of _____ , _____

ORDINANCE NO. 963

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE KOUBA SUBDIVISION, IN ANAMOSA, IOWA, FROM 4R-2 (MULTI-FAMILY RESIDENTIAL) TO 5-R1 (SINGLE FAMILY RESIDENTIAL).

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

First Reading: _____
Second Reading: _____
Third Reading: _____

Possible Waiver of 3rd Reading

Councilmember _____ moved for the waiving of subsequent readings.

Councilmember _____ seconded the motion.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this _____ day of _____ , _____

I certify that the foregoing was published as Ordinance No. _____ , on the _____ day of _____ , _____

City Clerk

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR



October 8, 2024

City of Anamosa
107 South Ford Street
Anamosa, IA 52205

RE: WWTP FLOW EQUALIZATION BASIN PROJECT – CITY OF ANAMOSA

Dear Mayor and Council Members:

On Tuesday, October 8, 2024, the City received five bids for the WWTP Flow Equalization Basin Project, all of which were opened and read aloud publicly. Below is a summary of the bid results.

- WRH, Inc: \$4,057,000
- Boomerang Corp: \$4,137,000
- Portzen Construction, Inc: \$4,380,000
- Tricon Construction Group: \$4,674,000
- Staab Construction Corporation: \$4,903,000

The lowest responsive and responsible bid was from WRH, Inc of Amana, IA in the amount of \$4,057,000. We recommend that the City award the WWTP Flow Equalization Basin project to WRH, Inc.

If you have any questions related to the award of this project, please do not hesitate to contact me at neisenbacher@snyder-associates.com or 319-362-9394

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher', with a long horizontal flourish extending to the right.

Nick Eisenbacher, P.E.
Project Engineer

C.C.: Jeremiah Hoyt (City Administrator); Steve Agnitsch (Utilities Superintendent); Robert Young (Assistant Utilities Superintendent)

RESOLUTION NO. 2024-53

**RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE WWTP FLOW
EQUALIZATION IMPROVEMENT PROJECT**

WHEREAS, the City of Anamosa previously passed Resolution 2024-40, approving the plans and specifications for the Flow Equalization Improvement Project; and

WHEREAS, the deadline to receive bids was set for September 19, 2024; and

WHEREAS, the required Public Hearing was held on September 23, 2024; and

WHEREAS, the bid letting occurred on October 8, 2024, when the City did receive and open five bids; and

WHEREAS, Snyder & Associates has recommended that the City award the contract to WRH, Inc., out of Amana, Iowa, at the lowest responsive bid, of \$4,057,000.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City Council does hereby accept the bids received on October 8, 2024 and award the bid for WWTP Flow Equalization Improvement Project, in the amount of \$4,057,000, to WRH, Inc., out of Amana, 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				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 14th day of October, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2024-54

**RESOLUTION APPROVING THE HIRING AND SETTING SALARY FOR THE POSITION OF
TEMPORARY/SEASONAL PUBLIC WORKS LABORER FOR THE NOVEMBER 2024-MAY 2025 SEASON**

WHEREAS, a part-time temporary/seasonal vacancy exists in the Streets Department and needs to be filled; and

WHEREAS, the below employee has previous experience in the vacant position and is being recommended by the Streets Department Superintendent; and,

WHEREAS, this recommendation is now forwarded onto the City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following hire be approved with an effective date of October 28, 2024:

Position	Employee Name	Hourly Wage
Temporary/Seasonal Public Works Laborer	Cory Pearson	\$16.38

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				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 14th day of October, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

ANAMOSA POLICE DEPARTMENT

ORI **IA0530100**

INCIDENT REPORT

Case Number **24-12410**☐ Juvenile Incident

How Reported

Reported Date

10/04/2024

INCIDENT INFORMATION

Date Occurred **10/04/2024** Day of Week **Friday** Time Occurred **08:38:23** Responding Officer
From to
Incident Address **106 N FORD ST**
City, ST Zip **ANAMOSA, IA 52205**

INCIDENT SYNOPSIS

REPORTING PARTY 1

Reporting Party **FARRINGTON, JEREMY WADE** Sex **MALE** Birth Date Age ☐ Juvenile

DL # **IA** Other ID # Other ID Type

PERMANENT ADDRESS

Address **123 S GARNAVILLO ST UNIT B** City **ANAMOSA** State Zip **52205**
Local Phone # Cell Phone # Work Phone #

Notes

DATA CONVERSION INMATE

REPORTING PARTY 2

Reporting Party Sex Birth Date Age ☐ Juvenile

Eye Color Hair Color Race Ethnicity Height Weight

DL # Other ID # Other ID Type

PERMANENT ADDRESS

Address **UNKNOWN** City State Zip
Local Phone # Cell Phone # Work Phone #

Notes

VICTIM 1

Victim Name

FARRINGTON, JEREMY WADE

Victim Type

Individual

Sex

MALE

Birth Date

07/20/1975

Age

49

☐ Juvenile

DL #

Other ID #

Other ID Type

PERMANENT ADDRESS

Address

200 E LIBERTY ST

City

ANAMOSA

State

IA

Zip

52205

Local Phone #

Cell Phone #

Work Phone #

SUSPECT 1☐ Unknown☐ Located☐ Identified☐ Present☐ Juvenile☐ Wanted☐ Arrested

Arrest

Name

MILLER, DAVID ALLAN

Sex

MALE

DOB

Age (range)

Height

Weight

DL #

IA 1/

PERMANENT ADDRESS

Address

210 W MAIN ST

City

ANAMOSA

State

IA

Zip

52205

Local Phone #

Cell Phone #

Work Phone #

RELATIONSHIP OF VICTIM(S) TO SUSPECT:

No victim relationships.

Suspect Type

OFFENDER

Notes

OFFENSE 1

Offense	Date	State Statute	UCR	AB Group
FAILURE TO HAVE RABIES VACCINATION FOR DOG	09/25/2024		90Z	A

Activity	Weapon	Special Circumstances

LINKED SUSPECT(S)
No linked suspects.**LINKED VICTIM(S)**
No linked victims.

Status	Completed	Location	Highway / Road / Alley
--------	-----------	----------	------------------------

Method of Entry		Location #2	
-----------------	--	-------------	--

Point of Entry		Gang Activity	
----------------	--	---------------	--

No. Premises Entered		Premises Inhabited	☐ Yes ☒ No
----------------------	--	--------------------	---

☐ Bias / Hate Crime

Victim(s) suspected of using

Type **None (No Bias)**☐ Alcohol☐ Drugs☒ Not Applicable

Suspect(s) suspected of using

☐ Alcohol☐ Drugs☐ Computer Equip☒ Not Applicable

Target Code

Affiliation

STATUS

Exceptional Clearance

Exceptional Clearance Date

Officer

HUNT, TYLER 108

Responsibility

REPORTING
OFFICERCase Status **ACTIVE** CFS # **24-12410**☐ Weapon Involved ☐ Force Involved ☐ Reviewed☐ Accident Involved Accident

Reviewed By - Supervisor

Date

Reviewed By - Records

Date

NARRATIVE #1

ORI	Case Number	Date	Officer	Badge	☒ Release to Public
IA0530100	24-12410	10/09/2024	HUNT, TYLER	108	

On October 4th, 2024, Jeremy Farrington arrived at the police department to report an animal attack. Farrington stated he was walking his son's German shepherd along E. Liberty Street on September 25th. He stated a pit bull ("Oakley") owned by Dave Miller jumped out of Miller's moving vehicle and attacked the German shepherd. Farrington stated he wasn't going to report the attack if Miller followed through with paying the veterinary bill, but that did not happen. Farrington's version of the incident shows no provocation for the attack. He stated he only was able to get "Oakley" off his dog after kicking it repeatedly. He stated he did not notice any injuries immediately; likely due to the vest the dog was wearing. Farrington stated once at home, he noticed blood on the carpet and subsequently located a puncture wound to the dog's chest beneath its fur. Farrington had the animal treated with a veterinarian, provided me with a photo of the invoice, and provided photos of the injury.

I met with Miller on October 5th, 2024, outside his residence and we discussed the attack. Miller admitted that "Oakley" jumped out of his vehicle and said something similar to "they got into it." He initially denied that "Oakley" was the aggressor. Miller claimed he attempted to pay Farrington's vet bill, but he did not follow through. Miller admitted he had never gotten shots/vaccinations for "Oakley", which is in violation of Anamosa City Ordinance 55.09. I advised Miller I would be getting in touch with him later in my shift or during the next day to issue a dog removal order. I briefly discussed the process and advised him I would go over it in more detail when issuing the order.

I met with Miller on October 6th, 2024, at his residence. I issued him a copy of the dog removal order for "Oakley" and cited him for violating Anamosa City Ordinance 55.09. Miller signed the citation as well as my copy of the removal order.

REQUEST FOR HEARING

TO APPEAL DESIGNATION AND REMOVAL OF A DANGEROUS/VICIOUS/AGGRESSIVE ANIMAL

RELEVANT INFORMATION:

First ever occurrence. The man was willing to drop it for money, which I tried to make arrangements, but he failed to show at the place I told him he could find me.

INCIDENT DETAILS:

My dog jumped out of my truck. I immediately pulled over. By the time I got to her, the man with the German Shepherd was kicking my dog and the lady with him was pulling on the Shepards lead. Once the dogs are separated, I get my dog back into my truck & go to talk to the couple. The man is checking his dog over. The dog then lunges towards me, twice. The man pulls the lead & they continued on their walk.

At the time, my dog was in heat. I believe this played a role in this incident. I have plans on getting her fixed.

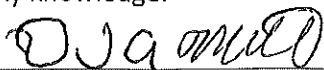
I walk her around the block 4-5 times a day, with no other issues ever occurring. People & children often stop me to pet her. She is gentle & kind, Great with kids.

my dog is my best friend & the only thing I have to come home to. I will do anything & every thing to ensure this is an isolated incident.


City Clerk

10/09/24
Date:

I hereby request a hearing to appeal the designation and removal of a dangerous/vicious/aggressive animal, as declared against an animal that I own, shelter, harbor, or keep at my property, located at 210 W Main St #2 in Anamosa, Iowa. I attest that the above information, which was provided to the City Clerk, is true and accurate to the best of my knowledge.


Owner of Animal

10-8-2024
Date:

HEARING TO APPEAL DESIGNATION AND REMOVAL OF A DANGEROUS/VICIOUS/AGGRESSIVE ANIMAL

On 10/04/24, a sworn peace officer of the Anamosa Police Department designated the following animal as dangerous, vicious, and/or aggressive and order that the animal be removed from the City limits of Anamosa, in accordance with Chapter 56 of the Anamosa Code of Ordinances:

Animal Name:	Oakley
Animal Description:	Female, 2 year old, Pitbull mix
Owner's Name:	David Miller
Owner's Address:	210 W. Main Street #2

The owner of the animal filed a written appeal with the City Clerk (within 3 days of the order). With good cause, the hearing was scheduled for the City Council Meeting-Regular Session, on 10/14/24.

Upon hearing the facts and circumstances related to this incident, the Anamosa City Council hereby:

☐

Affirms the action of the peace officer and orders the person owning, sheltering, harboring, or keeping such dangerous, vicious, or aggressive animal to remove such animal from the City or destroy it, in accordance with Chapter 56 of the Anamosa Code of Ordinances.

Failure to comply with an order of the Council after an appeal constitutes a simple misdemeanor and a peace officer is authorized to seize, impound, or destroy such dangerous, vicious, or aggressive animal.

☐

Reverses the action of the peace officer, rescinding the animal's designation as a dangerous, vicious, or aggressive animal and permitting the animal to remain within the City.

This designation may be reinstated upon future incidents in violation of Chapter 56 of the Anamosa Code of Ordinances.

COUNCIL MEMBER	AFFIRM	REVERSE	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

MAYOR:

DATE:

ATTEST:

A copy of this decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal.

Oct 1, 2024

Screen purchase

Dear Council,

The Utilities department is seeking approval for the purchase of a septic receiving screen. We are having problems with the septic trucks and the debris that they are bringing in when hauling septic to the plant. There is misc. debris and rags in wastewater that is getting dumped at the wastewater plant. As a result of this we are having to pull at least one of these pumps every other week to clear rags and debris from the pump impellers. The constant exposure to this will cause pump failure from the rags getting in the pumps. It is also costing us time to pull and clear the debris out.

While evaluating the situation we looked at several different options. There is a drain where they dump. We looked at having a screen built to fit in this to catch debris. This is a small hole and whoever is dumping will have to stop repeatedly and clean this during dumping. The next option was to put a screen at the end of the pipe before entering the pit that the drain dumps into. This location is not user-friendly, and the hauler would not know if the screen got plugged and would continue to dump. Next was the screen we want to purchase. It has no moving parts, and it has the capacity to handle a large truckload with no problems and the hauler would be able to see if the screen was plugged or not. The last option was to go with a screen like the screen in the headworks or 2nd St lift station. This would be more costly and require electrical work and having to heat the screen during the winter months.

We are recommending the Screenco screen at a cost of \$34,560 for this application. We looked and there are no other manufactures of a screen like this. All the other screen systems are way more expensive and will require electrical work and heating during the winter. There will be no concerns with freezing or sitting outside with the Screenco screen. The Screenco screen will also allow us to open the back of our jetter and dump. Once the screen arrived here, we would pour a concrete pad to set it on and run a pipe to the pit. These are all things that we can do in house. We would also buy a covered dumpster to put the screenings in and dispose of them when we dispose of the screenings from everything else.

This purchase was not necessarily budget for because we have a line item marked for wastewater improvements. There is currently \$465,000 in this line item. This line is for any improvements and or repairs to the wastewater system. There will be no additional cost to the citizens for the purchase of the screen. Currently we charge \$.25 cents per gallon to the outside hauler and if the council so desired we could up the charge for this service.

Sincerely,

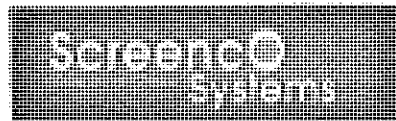


Steve Agnitsch, Utilities Superintendent

ESTIMATE

Screenco Systems, LLC
13235 Spur Rd.
Geneseo, ID 83832

sales@screencosystems.com
+1 (208) 790-8770
www.screencosystems.com



Bill to
Steve Agnitsch
City of Anamosa
1205 Walworth Ave
Anamosa, Iowa 52205

Ship to
Steve Agnitsch
City of Anamosa
1205 Walworth Ave
Anamosa, Iowa 52205

Estimate details

Phone #: (319) 558-8335

Estimate no.: 2038

Estimate date: 09/24/2024

Expiration date: 11/05/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		SC-Mega-A-600	Mega Screen 600 Receiving Station. All Aluminum Construction, with 3/8" Gapped Stainless Steel Bar Screens, Universal Trash Exit with 7' Folding Trash Chute Extension with Drain Bars. Includes 6" Inlet Manifold and Dual Fan Spreaders. Adjustable Legs with Aluminum OSHA Compliant Catwalk, (3) Stainless Steel Custom Cleaning Tools. Includes all Stainless-Steel Fasteners and 8" Rear-Cam Outlet with 8" Female Cam and PVC Adaptor. Meets Ecology 503s *Optional Dual 4" In-let or (1) 6" Cam and (1) 4" cam In-let *Also Available in All Stainless-Steel	1	\$29,885.00	\$29,885.00
2.		SC-Mega-EX	* Optional Mega Screen Front and Side Splash Sheet Extensions (Aluminum Construction)	1	\$4,675.00	\$4,675.00
3.		X-Ship	Shipping and Handling TBD approx. \$2900.00 Ships LTL Flatbed	1	\$0.00	\$0.00

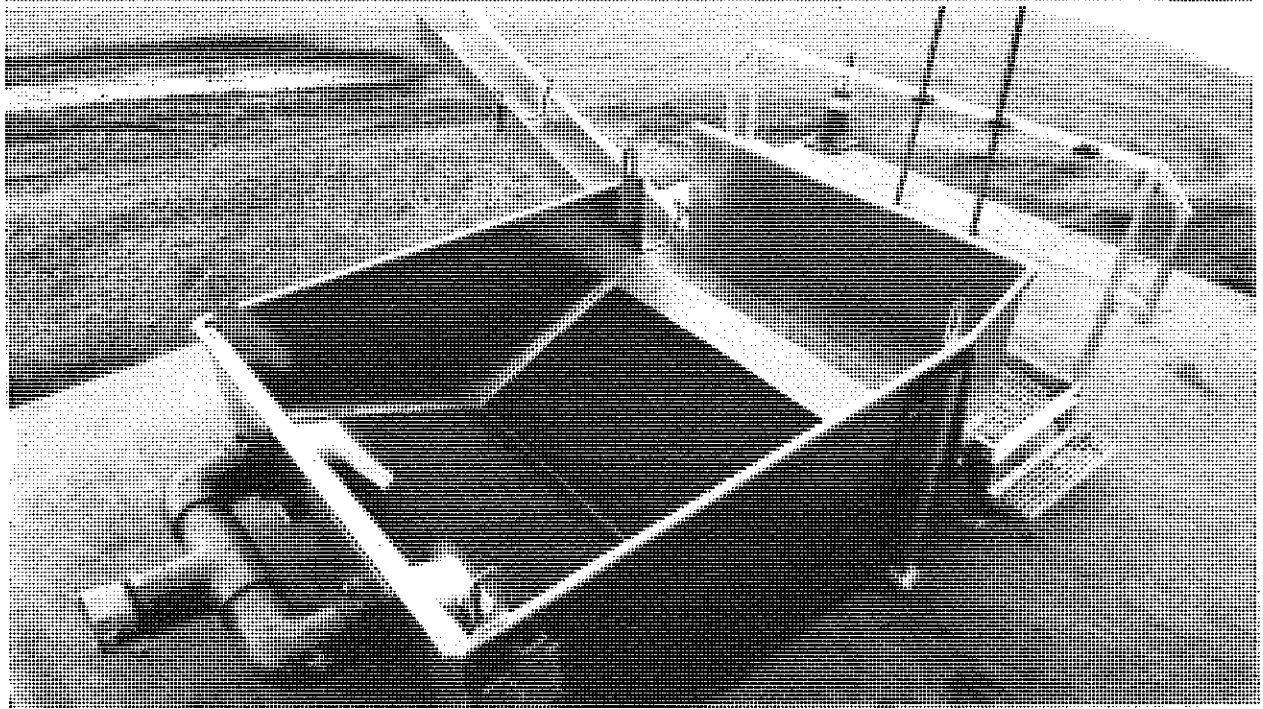
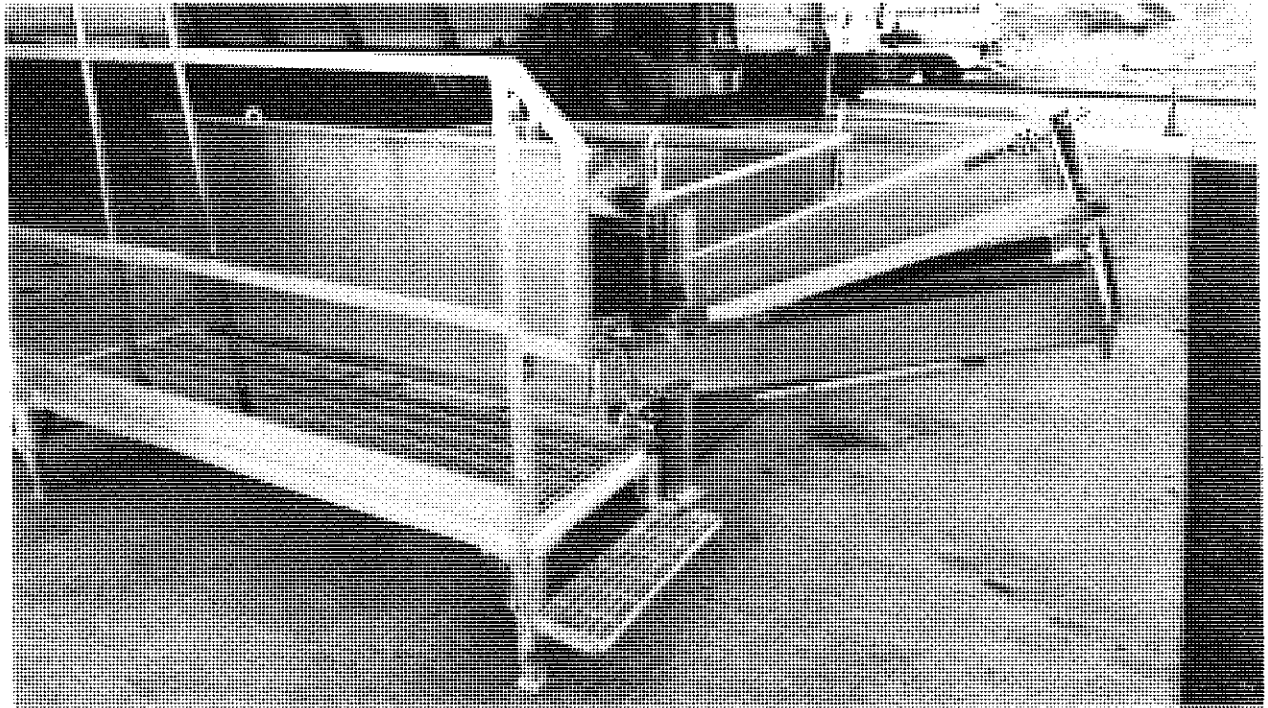
Total **\$34,560.00**

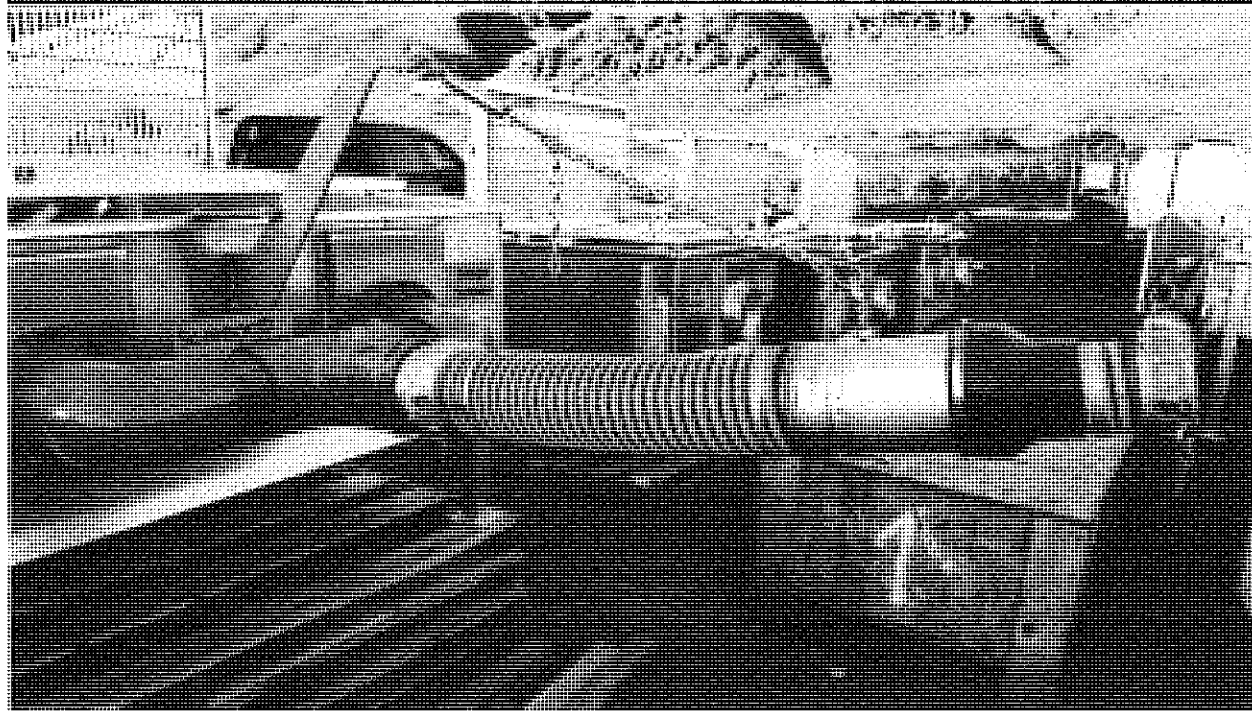
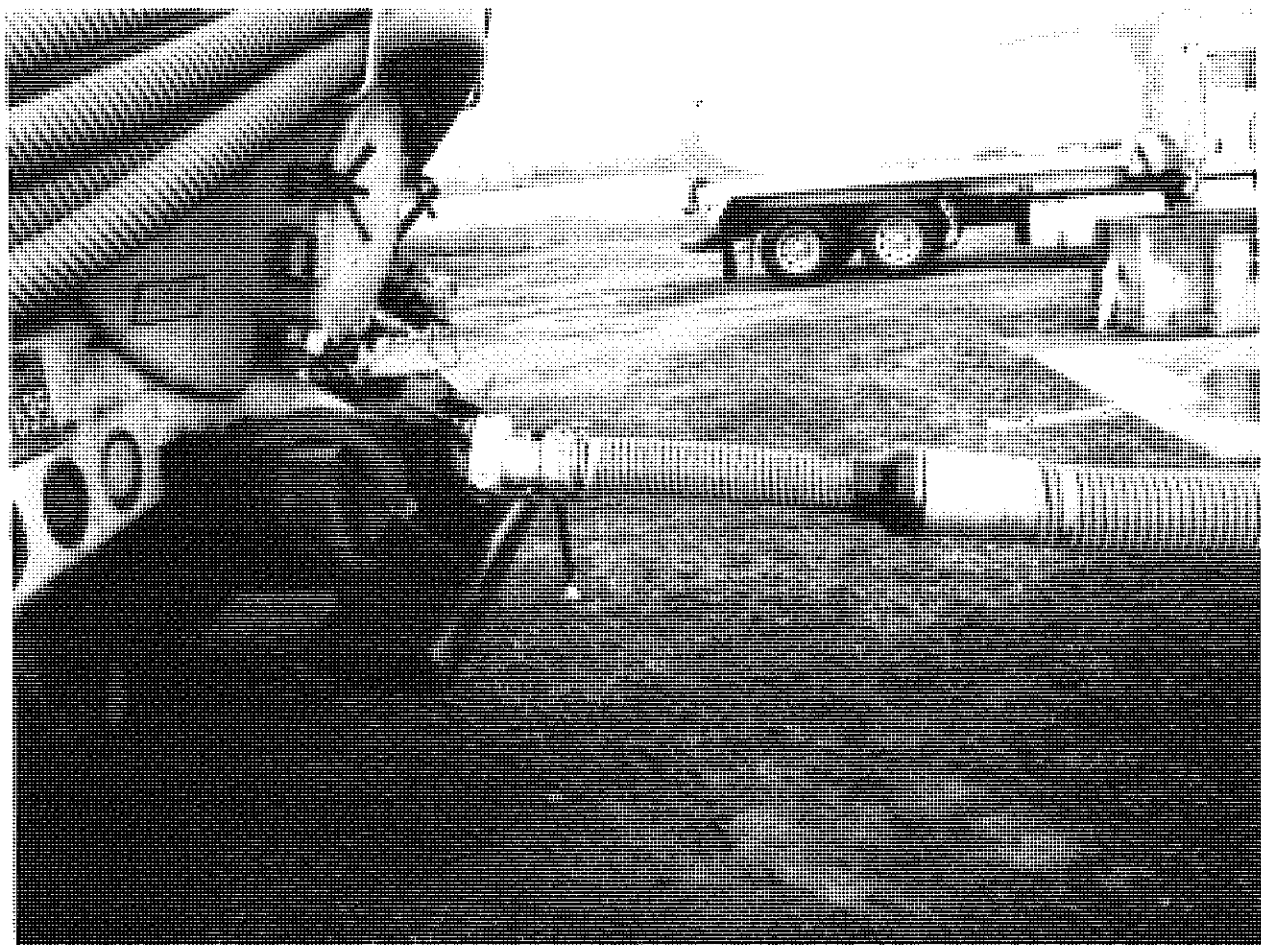
Note to customer

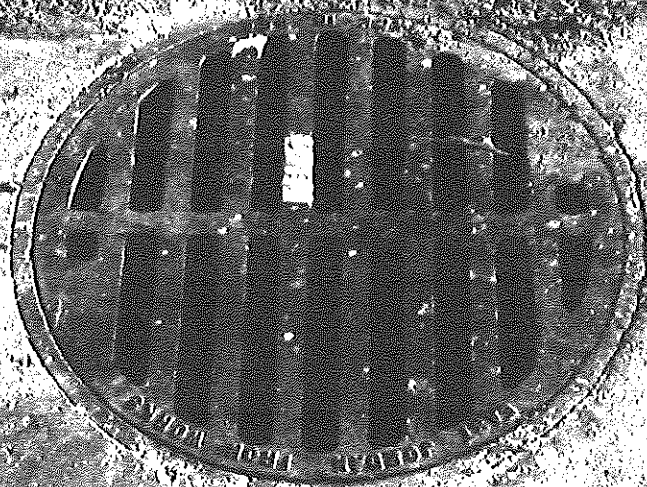
PATENTED DUAL SCREEN DESIGN
US Patent #D757,889
TM 400, TM 600 US Patent Pending

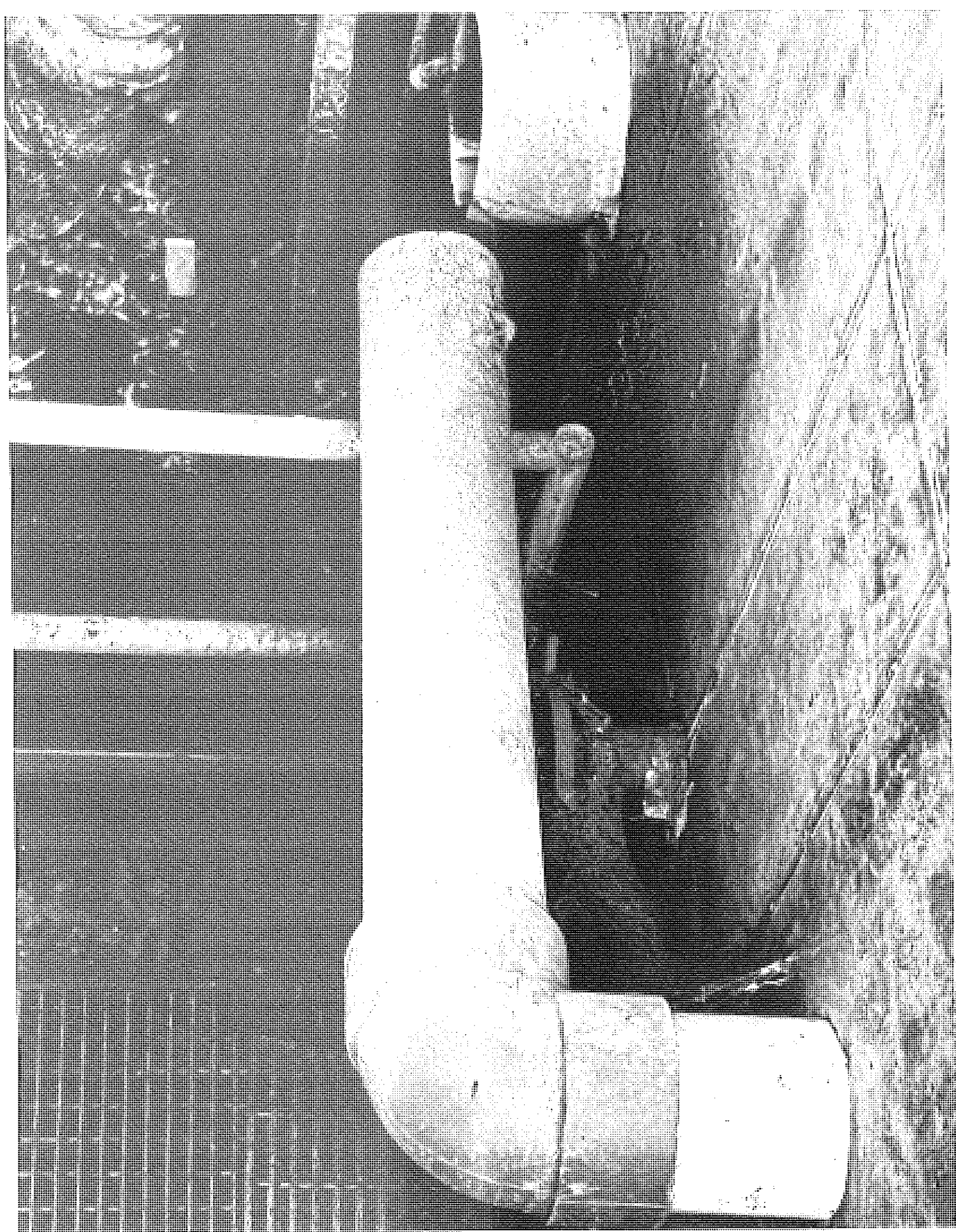
Expiry date 11/05/2024

Equipment cost may vary at the time you place your order due to the volatility of aluminum and steel costs.









Jones County, IA

Summary

Parcel ID 0902354008
Property Address 207 W MAIN ST
 ANAMOSA IA 52205
Sec/Twp/Rng N/A
Brief Tax Description KELLERS S.D. W 20' LOT 2
 (Note: Not to be used on legal documents)
Deed Book/Page 416-288 (1/17/1997)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Class C - Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
District ANACO - ANAMOSA CITY/ANAMOSA SCH
School District ANAMOSA SCHOOL



Owner

Deed Holder
 Elliott, Craig E & Carol M
[207 W Main St](#)
 Anamosa IA 52205
Contract Holder
Mailing Address
 Elliott, Craig E & Carol M
 207 W Main St
 Anamosa IA 52205

Land

Lot Dimensions Regular Lot: 20.00 x 106.00
Lot Area 0.05 Acres; 2,120 SF

Commercial

Type	Base Area	Year Built
Office - General w/Apart. Uppers	1064	1900
Office - General	36	1900

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/17/1997	BECKMANN, R EST		416-288	Normal	Deed		\$30,000.00
11/14/1992	ROGGE & HATCHER		329-251	Normal	Deed		\$30,000.00
11/2/1992	MCLAUGHLIN, G EST		328-111	No consideration	Deed		\$0.00
9/1/1965	REMMINGTON, F		AX-72	Normal	Deed		\$5,500.00

Valuation

	2024	2023	2022	2021
Classification	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$11,880	\$11,880	\$11,880	\$11,880
+ Assessed Building Value	\$24,460	\$24,460	\$20,300	\$20,300
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$36,340	\$36,340	\$32,180	\$32,180
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$36,340	\$36,340	\$32,180	\$32,180

Taxation

	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+ Taxable Land Value	\$5,506	\$6,492	\$10,692
+ Taxable Building Value	\$11,335	\$11,094	\$18,270
+ Taxable Dwelling Value	\$0	\$0	\$0
= Gross Taxable Value	\$16,841	\$17,586	\$28,962
- Homestead 65+ Exemption	\$0	\$0	\$0
- Military Exemption	\$0	\$0	\$0
= Net Taxable Value	\$16,841	\$17,586	\$28,962
x Levy Rate (per \$1000 of value)	40.32411	40.51334	37.54899
= Gross Taxes Due	\$679.10	\$712.47	\$1,087.49

	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	(\$433.42)
= Net Taxes Due	\$680.00	\$712.00	\$654.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2023	March 2025	\$340	No		111473
	September 2024	\$340	Yes	9/27/2024	
2022	March 2024	\$356	Yes	3/27/2024	911944
	September 2023	\$356	Yes	9/7/2023	
2021	March 2023	\$327	Yes	3/24/2023	812044
	September 2022	\$327	Yes	9/22/2022	
2020	March 2022	\$357	Yes	3/21/2022	712093
	September 2021	\$357	Yes	9/23/2021	

Homestead Tax Credit and Exemption

[Apply Online for the Homestead Tax Credit and Exemption](#)

Military Service Tax Exemption Application

It is required to have your DD214 recorded in Jones County to qualify for the Military Tax Exemption.

[Apply Online for the Military Service Tax Exemption](#)

Iowa Land Records

NOTICE! Iowa Land Records has launched a new 2.0 version of their web portal. Please see the following to access the new portal or for more information.

- If you work in the real estate industry professionally, submit a Business Application
- If you are an individual searching for your records or the records of family members, submit a Citizen Search Application

[Search Business Application](#)

[Citizen Search Application](#)

Already have an account? [Login Here](#)

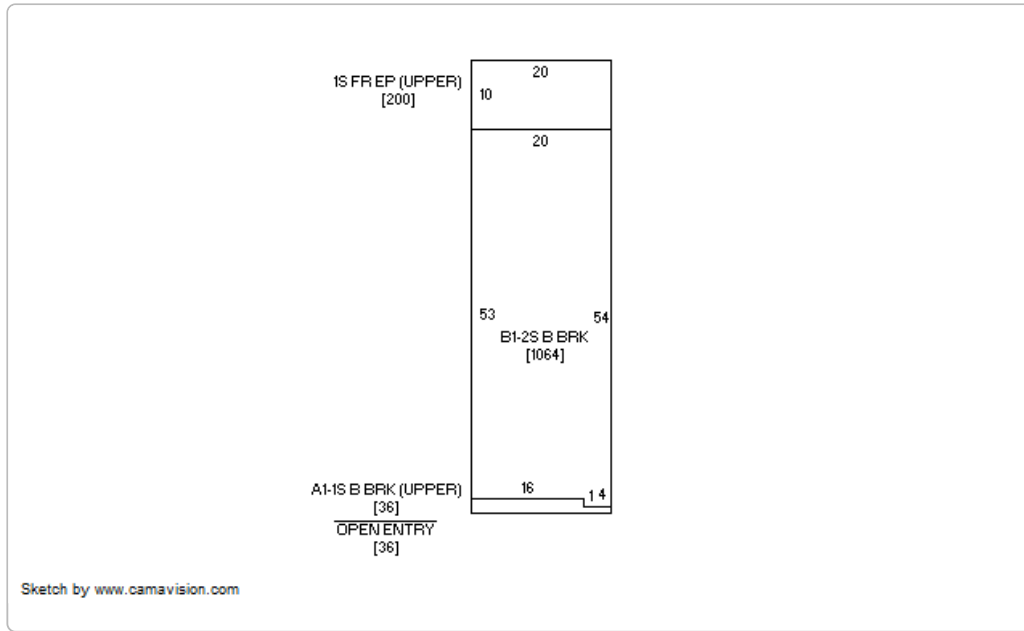
[YOUTUBE 'Search 2.0 - Webinar 8.15.2023'](#)

Data for Jones County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1997.
For records prior to 1997, contact the County Recorder or Customer Support at www.iowaLandRecords.org.

Photos



Sketches

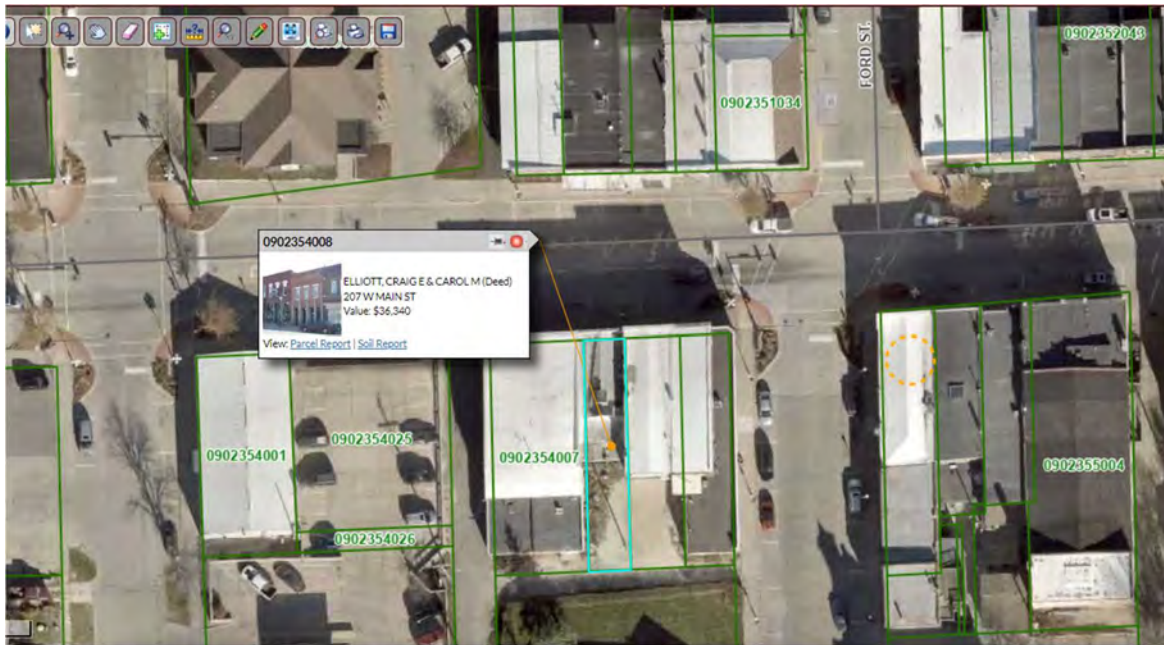


No data available for the following modules: Yard Extras, Residential Dwelling, Agricultural Buildings, Tax Sale Certificates.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 10/10/2024, 4:23:09 PM

[Contact Us](#)

Developed by
 **SCHNEIDER**
 GEOSPATIAL



September 12, 2024

Penny Lode, City Clerk
City of Anamosa
107 S. Ford Street
Anamosa, IA 52205

RE: **City of Anamosa– 2024 Bridge Inspection Services**
Project No.: 24104

Dear Penny:

Origin Design (Consultant) appreciates the opportunity to submit this Agreement for professional services to provide bridge re-inspection services for the City of Anamosa structures.

Our Agreement for Professional Services for the above-referenced project is outlined in detail below.

Scope of Services

The following list of services will be provided by or under the direct personal supervision of a FHWA certified Program Manager, Team Leader, or Professional Engineer licensed in the State of Iowa, as is appropriate for the specific service. Our service would incorporate the following elements, based upon NBIS, FHWA, and per Iowa Department of Transportation (Iowa DOT) criteria:

A. Bridge Inspection and Documentation Services

1. Complete routine field inspections of the 5 NBIS structures in the City of Anamosa.
2. Update the Structure Inventory and Inspection Management System (SIIMS) on the Iowa DOT website with the results of the NBIS routine inspection, which shall include the following:
 - i. Creation of a new Inspection Report based on existing Central Database values.
 - ii. Completion of the Local Agency Field Data Collection Form.
 - iii. Upload digital photographs of the bridge, including documentation of the road view, side view, underside, and any deficiencies.
 - iv. Submittal of Inspection Report to Program Manager.
 - v. Completion of the Load Rating Evaluation Form.
 - vi. Final Program Manager review and approval of Inspection Report.
 - vii. Generation of paper copies of information uploaded into the SIIMS Database, including SI&A forms, Field Data Collection forms, and color digital photographs.
3. Prepare a summary report detailing major deficiencies, existing and recommended signage, and maintenance recommendations for all bridges found during routine inspection.
4. Attend one (1) in-person or virtual meeting with City Staff.

Optional Professional Services

The following services are not included in this Agreement. Origin Design can provide these services under supplemental agreements or at our standard hourly rates upon request:

1. **Preparation of a detailed, element level inspection report.**
2. **Bridge load rating services.**

3. Overload or Super load rating or permitting assistance.
4. Preparation of any plans for repairs or replacement of bridge structures.
5. Prepare cost estimates or budget information for bridge repair/maintenance/replacement.
6. Preparation of Level B or C Scour Evaluations.
7. Preparation of Scour Repairs.
8. Underwater inspections.
9. Channel cross-sectional data collections.
10. SNBI data entry.

Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Bridge inspection and Documentation Services.** Shall be performed at our standard hourly rates with an estimated fee of \$2,700.00 (Two Thousand Seven Hundred Dollars and Zero Cents).

General Terms and Conditions

The attached General Terms and Conditions are a part of this Agreement. This Agreement is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at nate.miller@origindesign.com or our office at **563 556-2464**.

Thank you for the opportunity to submit this Proposal for Professional Services.

Let's work on tomorrow. **Together.**

Sincerely,
Origin Design Co.



Nate Miller, PE
Bridge Inspection Team Leader/
Program Manager



Eric Helminiak, PE, SE, LEED AP
Vice President & Structural Team Leader

I hereby accept this Agreement and General Terms and Conditions and authorize this work.

FOR: City of Anamosa

Authorized Signature

Date

Typed or Printed Name

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

General Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's service.

2. Client Responsibilities

The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

3. Additional Services

Services beyond those outlined in the agreement may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

4. Compensation

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Insurance

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

6. Hold Harmless

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Limitation of Liability

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include,

but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8. Betterment

If, due to the Consultant's omission, a required item or component of the project is omitted from the Construction Documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents.

9. Default

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. Dispute Resolution

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

11. Instruments of Service

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

12. Official Documents

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

13. Electronic Data

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

14. Construction Phase Services

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

15. Opinions of Probable Construction Cost

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

16. Binding Agreement

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

17. Assignment and Waiver

Neither the Client nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

18. Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

19. Termination

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

20. Purchase Orders

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Administration Services (the "Contract")**

Contractor:
(payments to) **East Central Iowa Council of Governments
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402**

Contract Number: **23-DTR-004, the "CDBG Contract"**

Local Government: **City of Anamosa, Iowa**

Contract Amount: **NOT TO EXCEED \$29,000**

Effective Date: **March 1, 2023**

Expiration Date: **February 28, 2026**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority ("IEDA") prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is in compliance with CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively, the "Parties"; individually, a "Party") shall be subject to and governed by the Special Conditions and the General Conditions. Any work performed by the Contractor beyond this Contract's scope, as outlined in Appendix A, will conform to fees shown in Appendix B. The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the General Conditions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:



Rod Smith, Mayor
City of Anamosa

3/27/23
Date

Contractor:



Karen Kurt, Executive Director
East Central Iowa Council of Governments

4/27/23
Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as “Contractor”) and Anamosa, Iowa (hereafter referred to as the “Local Government”).

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of a **Downtown Revitalization** project (the “Project”), under the Housing and Community Development Act as amended 1974, and Chapter 23 and 25 of the Iowa Administrative Code, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including any and all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including any and all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance with regard to labor and equal opportunity standards, including Davis-Bacon and related acts, Contractor Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act.
- 1.4.4 Provide technical assistance to complete the environmental review requirements according to NEPA regulations.
- 1.4.5 Provide technical assistance in regard to Affirmative Fair Housing, Section 3 compliance, and Civil Rights Laws compliance.
- 1.4.6 Develop all necessary documents and upload all required documentation into IowaGrants.gov account to comply with State and Federal regulations.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.
- 1.5.3 Code of Conduct, URA, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms,

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is the Contractor authorized to negotiate and execute any changes in the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the "Effective Date" shown on Page 1 of this document, and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the "Expiration Date" shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory and proper manner and in accordance with such circulars, policies, procedures and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 2.1.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.
- 1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.
- 1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

GENERAL CONDITIONS - HUD CDBG PROGRAM

Article 2.1.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or General Conditions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 2.2.0 Release of Data and Findings

Any and all reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 2.3.0 Access and Maintenance of Records

- 2.3.1 The Contractor must maintain all required records for three years beyond the date upon which IEDA's grant with HUD is closed.

- 2.3.2 At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the IEDA, the State Auditor, the General Accounting Office and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment and all other matters covered by this Contract.

Article 2.4.0 Allowable Costs

- 2.4.1 Allowable costs are specified under the approved Activity Budget as found in the local government's IowaGrants.gov account and presented in the Special Conditions of this Contract. Allowable costs are subject to audit where all or any part of Contract funds are obtained from the federal government.
- 2.4.2 Indirect cost rates shall be determined according to the principles defined by the federal audit standards.
- 2.4.3 A deviation of any amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to qualify as an allowable cost.

Article 2.5.0 Suspension and Termination of Contract

- 2.5.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 2.5.2 or 2.5.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 2.5.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 2.5.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Local Government shall allow full

credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.

- 2.5.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 2.6.0 Equal Employment Opportunity

- 2.6.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 2.6.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance, or discriminated against in lending practices on the basis of race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
Mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42-U.S.C 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L 93-112, 29 U.S.C. 794)
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with the existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- Federal Executive Order 11246, as amended by Executive Order 11357.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

2.6.4 “During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

Article 2.7.0 Interest of Local Government, Contractor, Officials, & Others

- 2.7.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 2.7.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 2.7.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.
- 2.7.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 2.8.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 2.9.0 Personnel

- 2.9.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required in performing the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 2.9.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- 2.9.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 2.10.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 2.11.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of, and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 2.12.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

The Local Government certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Article 2.14.0 Lead-Safe Housing Regulations (as applicable)
24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

Article 2.14.1 Recycled Materials

The contractor agrees to comply all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative code chapter 1-117.6(5) – Recycled Product and Content, which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Article 2.14.2 Information

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

APPENDIX A

Statement of Work and Services

The Scope of Services provided by Contractor shall ensure the local government compliance with the CDBG Program, and include the following:

- 1.1.1 Provide necessary policies for adoption by City Council, as required by IEDA.
- 1.1.2 Create environmental review record and determine level of environmental review, including the completion of an Environmental Assessment, if required.
- 1.1.3 Initiate release of funds process and status of funds hearing to ensure compliance.
- 1.1.4 Ensure all contractors meet contractor standards, per IEDA requirements.
- 1.1.5 Provide contract language necessary for all contracts with contractors and subcontractors.
- 1.1.6 Conduct contractor meetings to ensure compliance with all state and federal regulations and requirements, to include, but not limited to Section 3, Davis-Bacon wages, and lead-safe housing.
- 1.1.7 Conduct Davis-Bacon wage determinations as project progresses.
- 1.1.8 Complete Section 3 reports, as required.
- 1.1.9 Upload all necessary documentation into local government's IowaGrants.gov account.
- 1.1.10 Assist local government with creation of all documents, as required by IEDA and the CDBG program.

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$75 per hour.

APPENDIX C

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

From: [Deanna Robinson](#)
To: [Jeremiah Hoyt](#)
Cc: [Derek Lumsden](#); [Tracey Achenbach](#)
Subject: CDBG Contract Amendment
Date: Friday, October 4, 2024 13:41:18
Attachments: [image001.png](#)
[Anamosa admin contract.pdf](#)
[Amendment 1 to ECICOG contract.docx](#)

Good afternoon Jeremiah,

ECICOG would like to request a contract amendment for CDBG administration for the downtown project. The Contract Amount, Not to Exceed \$29,000, was adequate for the original scope of work based on the information available at that time. During the construction phase of the project, the scope of work was significantly expanded to ensure Federal and State lead-safe renovation and tenant relocation standards were met.

The attached addendum requests the contract amount be increased to \$33,305. This will be paid through local match funds already designated in the budget for administration and testing. Allocating further funds will not be necessary. If the Mayor could sign this at the next council meeting, that would be great.

Please let me know if further documentation or clarification is needed. ECICOG remains committed to working closely with the city to meet project requirements while keeping costs low.

Thank you!

Deanna Robinson, MPA
(She/Her)
Planner II – Housing Specialist
East Central Iowa Council of Governments
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402
Ph: 319-289-0060



CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES

AMENDMENT No. 1

Whereas, an original CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION SERVICES (with attached Scope of Services effective March 1, 2023), was executed with an effective period from March 1, 2023, through February 28, 2026, by and between the CITY OF ANAMOSA (hereinafter referred to as the “CITY”) and the EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (hereinafter referred to as the “SERVICE PROVIDER”), for the purpose of contracting with the SERVICE PROVIDER for project delivery for the implementation of a Community Development Block Grant Downtown Revitalization (CDBG-DTR) grant; and

Whereas, the original service agreement was approved for a rate of \$75 per hour, for an amount not to exceed \$29,000; and

Whereas, due to increased costs and expansion of the scope of work to include lead-safe renovation compliance and tenant relocation assistance, the granting agency has allocated an additional \$4,305 for project delivery services to be provided by the SERVICE PROVIDER for a total of \$33,305;

now therefore,

Be it Resolved by the Parties hereto, that it is hereby mutually agreed to amend the provision(s) of said SERVICE AGREEMENT by stipulating the SERVICE PROVIDER shall provide the SERVICE AGREEMENT Scope of Services for an hourly rate of \$75 per hour, not to exceed \$33,305.

Effective Dates. The effective date for this Amendment No. 1 to the SERVICE AGREEMENT shall be May 30, 2024. This amended SERVICE AGREEMENT shall remain in effect through February 28, 2026.

SIGNED: _____ Date: _____
Rod Smith, Mayor, City of Anamosa

SIGNED: _____ Date: _____
Karen Kurt, Executive Director, East Central Iowa Council of Governments



CITY OF ANAMOSA
107 S. FORD STREET
ANAMOSA, IA 52205
TEL: 319.462.6055
FAX: 319.462.6081

October 14, 2024

Iowa Department of Economic Development
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

RE: Contract Amendment No. 2 to 23-DTR-004
Anamosa Downtown Revitalization

The City of Anamosa is seeking the following Budget Revisions to our Downtown Revitalization Project.

1. Amend Total Local Amount from \$434,289 to \$569,000 (\$250,000 City/\$319,000 Owner)
2. Amend Construction costs from \$832,667 to \$1,100,000.

		Estimated Construction Costs per Application	Amended Building Construction Costs	Amended Owner Match
208	W Main	\$35,008	\$45,000	\$13,050
206	W Main	\$111,177	\$139,400	\$40,426
100	E Main	\$91,857	\$146,200	\$42,398
102	E Main	\$32,376	\$42,100	\$12,209
104	E Main	\$29,742	\$0	\$0
106	E Main	\$59,133	\$82,300	\$23,867
112	E Main	\$45,416	\$55,000	\$15,950
116	E Main	\$58,540	\$94,000	\$27,260
113	N. Ford	\$144,152	\$198,500	\$57,565
115	N. Ford	\$56,471	\$77,000	\$22,330
117	N. Ford	\$168,795	\$220,500	\$63,945
		\$832,667	\$1,100,000	\$319,000

3. Reallocate \$6,300 from Administrative Activity to Façade Improvements for asbestos testing.
4. Amend Total Project Activity Amount from \$1,084,289 to \$1,219,000.

Current Budget Activity:

Activity	Activity Description	CDBG Award	Local Amount	Total Project Amount
Façade Improvements	Construction and Architecture	\$621,000	\$423,684	\$1,044,684
Administration	Grant Admin, Mortar/Asbestos Testing, and Easement Recording	\$29,000	\$10,605	\$39,605
Total Project Activity		\$650,000	\$434,289	\$1,084,289

Proposed Budget Activity:

Activity	Activity Description	CDBG Award	Local Amount	Total Activity Amount
Façade Improvements	Construction, Architecture, Mortar and Asbestos Testing	\$621,000	\$564,695	1,185,695
Administration	Grant Admin and Easement Recording	\$29,000	\$4,305	\$33,305
Total Project Activity		\$650,000	\$569,000	\$1,219,000

Thank you for considering this request. If you have any questions regarding the amendment, please contact our program administrator, Deanna Robinson, at 319-289-0060

Anamosa Fire Department

Application for Membership



approved by board 9/9
approved by membership 10/9

(PLEASE PRINT)

Date of Application

9-6-24

Position(s) Applied For

Referral Source:

☐

Advertisement

☒

Friend

☐

Relative

☐

Other

Name

Boone

Ethan

Todd

Last

First

Middle

Address

14702

Buffalo Road

Anamosa

Iowa

52205

Number

Street

City

State

Zip Code

Phone No.

Social Security No.

DOB

Spouse Name

Does she/he support your applying for the volunteer fire dept?

☒ Yes

☐ No

Does she/he understand you will need to attend extensive training?

☒ Yes

☐ No

Have you ever filed an application here before?

☐ Yes

☒ No

Have you ever been a firefighter before?

☐ Yes

☒ No

If yes, what department?

Served under Chief?

Reason for leaving that department?

Are you a certified Fire Fighter?

☐ Yes

☒ No

If yes, what level

Do you have a valid Iowa Drivers License?

☒ Yes

☐ No

Iowa Drivers License #

Have You been convicted of a moving traffic violation in the last 3 years?

☐ Yes

☒ No

If yes, explain

Employer United Drywall Job Title Finisher
Address 14484 230th Ave, Anamosa Supervisor Todd Boone
Date Hired _____ Work Hours _____

Is your present employer agreeable to release you for emergency calls?

☒ Yes ☐ No

Please list your past employers going back 7 years

1 Lynch Ford Chevy

2 Freese Motors

3 _____

4 _____

5 _____

6 _____

7 _____

Please list your past residence, if other than Anamosa, going back 7 years.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

Give name, address and phone number of three references not related to you.

1 Spencer Norton 601 S Ford ST Anamosa [REDACTED]

2 Cody Schaeffer 219 N Ford ST Anamosa [REDACTED]

3 Jeff Swisher 22999 Fish House Rd Anamosa [REDACTED]

Summarize special skills and qualifications that you may have that would be an asset to our dept.

was a mechanic for 4 years, experience burning brush piles,
construction experience,

AGREEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements within this application for membership as may be necessary in arriving at a decision for membership status. In the event of membership status, I understand that false or misleading information given in my application or interview may result in discharge. I understand, also, that I am required to abide by all rules and regulations of this service.

[Signature]
Signature of Applicant

9-6-24
Date

Employer McGrath Chevrolet Job Title Technician
Address 1616 51st St NE, Cedar Rapids Supervisor Scott Rosner
Date Hired 12/02/2023 Work Hours 40

Is your present employer agreeable to release you for emergency calls? ☒ Yes ☐ No

Please list your past employers going back 7 years

- 1 5 Seasons Tire Service Tech
- 2 U.S. Army Infantry Man
- 3 5 Seasons Tire Tire Tech
- 4 Minger Mowing and Landscaping Landscaper
- 5 Walmart Cart Pusher
- 6 Stickles Farm Hand
- 7

Please list your past residence, if other than Anamosa, going back 7 years.

- 1 Taccoa Rd, Ft Campbell Ky 2-502 Barraks
- 2 206 S Jones St, Anamosa Ia 52205
- 3
- 4
- 5
- 6
- 7

Give name, address and phone number of three references not related to you.

- 1 Jensen Arnold [REDACTED]
- 2 Ashtin Lieble [REDACTED]
- 3 Levi Brown 110 4th Ave SW, Mont Vernon Ia 52314

Summarize special skills and qualifications that you may have that would be an asset to our dept.
Mechanical,

AGREEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements within this application for membership as may be necessary in arriving at a decision for membership status. In the event of membership status, I understand that false or misleading information given in my application or interview may result in discharge. I understand, also, that I am required to abide by all rules and regulations of this service.

M
Signature of Applicant

09032024
Date



October 1, 2024

City of Anamosa
Jeremiah Hoyt, City Administrator
107 S. Ford St.
Anamosa, IA 52205
jeremiah.hoyt@anamosa-ia.org

Dear Jeremiah,

Please see attached the FY 2025 2nd Quarter Invoice for the City of Anamosa investment in Jones County Economic Development in the amount of \$3,750.00

Thank you for your continued support!

Sincerely,

Derek Lumsden, MSARP
Executive Director

JONES COUNTY ECONOMIC DEVELOPMENT

107 S. Ford Street, Anamosa, IA 52205
319-480-7446*director@jonescountydevelopment.com*www.jonescountydevelopment.com



INVOICE- October 1, 2024

FY 2025 2 nd Quarter Investment	\$3,750.00
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Total:	\$3,750.00
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Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

September 23, 2024
Project No: 2302786-0000
Invoice No: 179354
Invoice Total: \$825.00

Project 2302786-0000 Anamosa, IA - Civil Plan Review
Anamosa Site Plan and Subdivision Plat Review

Invoice Notation: This work is for the Northlands First Addition Planning & Zoning Meeting Attendance and for the Kouba 1st Edition Plat Review

Professional Services Through September 13, 2024

Phase 0003 The Northlands First Addition Subdivision Review

Professional Personnel

	Hours	Amount	
Professional	5.50	792.00	
Totals	5.50	792.00	
Total Labor			792.00

Unit Charges

Technology & Communication Charge	33.00	
Total Unit Charges	33.00	33.00

Total this Phase \$825.00

Total this Invoice \$825.00



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

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

September 23, 2024
Project No: 220390
Invoice No: 179357
Invoice Total: \$1,564.00

Project 220390 Anamosa, IA - 3rd St Sidewalk Extension
Anamosa 3rd St Sidewalk Extension
Schematic Design & Funding Assistance
Shaw Road to Deerwood Dr
Includes Amendment No. 1

Professional Services Through September 13, 2024

Phase A Project Management and Administration

Professional Personnel

	Hours	Amount	
Professional	11.25	1,462.50	
Totals	11.25	1,462.50	
Total Labor			1,462.50

Unit Charges

Technology & Communication Charge	67.50	
Total Unit Charges	67.50	67.50

Total this Phase \$1,530.00

Phase B Stakeholder Coordination/Public Engagement

Professional Personnel

	Hours	Amount	
Professional	.25	32.50	
Totals	.25	32.50	
Total Labor			32.50

Unit Charges

Technology & Communication Charge	1.50	
Total Unit Charges	1.50	1.50

Total this Phase \$34.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,564.00	39,314.97	40,878.97
Limit			41,700.00
Remaining			821.03

Total this Invoice \$1,564.00



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

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

September 23, 2024
Project No: 2303719-0000
Invoice No: 179358

Invoice Total: \$2,285.50

Project 2303719-0000 Anamosa, IA - Dillion Military Bridge - Ownership & Funding Alternatives
Study
Anamosa, IA Dillion Military (Cemetery) Road Bridge
Inspection and Relocation Concept Analysis

Email invoices to Penny Lode at Penny.lode@anamosa-ia.org and cc Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org

Professional Services Through September 13, 2024

Phase A Project Management

Professional Personnel

	Hours	Amount	
Professional	4.00	576.00	
Totals	4.00	576.00	
Total Labor			576.00

Unit Charges

Technology & Communication Charge	24.00	
Total Unit Charges	24.00	24.00

Total this Phase \$600.00

Phase B Bridge Analysis

Professional Personnel

	Hours	Amount	
Principal	.50	167.50	
Professional	8.50	1,464.00	
Totals	9.00	1,631.50	
Total Labor			1,631.50

Unit Charges

Technology & Communication Charge	54.00	
Total Unit Charges	54.00	54.00

Total this Phase \$1,685.50

Billing Limits

	Current	Prior	To-Date
Total Billings	2,285.50	50,960.49	53,245.99
Limit			81,354.90
Remaining			28,108.91

Total this Invoice \$2,285.50



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

Jeremiah Hoyt
City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205-1841

September 23, 2024
Project No: 2303835-0000
Invoice No: 179362
Invoice Total: \$1,425.00

Project 2303835-0000 Anamosa, IA - Engineering Services Master Service Agreement
Master Agreement for Municipal Engineering Services

Services provided this month include:

Email invoices to Penny Lode at Penny.lode@anamosa-ia.org and cc Jeremiah Hoyt at jeremiah.hoyt@anamosa-ia.org

Professional Services Through September 13, 2024

Phase 1000 Professional Services

Professional Personnel

	Hours	Amount	
Professional	9.50	1,368.00	
Totals	9.50	1,368.00	
Total Labor			1,368.00

Unit Charges

Technology & Communication Charge	57.00	
Total Unit Charges	57.00	57.00

Total this Phase \$1,425.00

Total this Invoice \$1,425.00



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

September 27, 2024
Project No: 191791
Invoice No: 179587
Invoice Total: \$1,054.40

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 September 20, 2024

Phase	2022	GIS Services Annual Renewal
Task	07	Fire Hydrant Map & Web Application

Fee

Total Fee	1,500.00		
Percent Complete	29.3333	Total Earned	440.00
		Previous Fee Billing	0.00
		Current Fee Billing	440.00
		Total Fee	440.00
		Total this Task	\$440.00
		Total this Phase	\$440.00

Phase	2024	GIS Services Annual Renewal
Task	05	Planning and Zoning - Supplemental Services and Support

Professional Personnel

	Hours	Amount	
Senior Technician	2.50	425.00	
Administrative	.50	38.00	
Totals	3.00	463.00	
Total Labor			463.00

Reimbursable Expenses

Reproduction & Printing	133.40	
Total Reimbursables	133.40	133.40

Unit Charges

Technology & Communication Charge	18.00	
Total Unit Charges	18.00	18.00

Project	191791	Anamosa, IA - GIS Services	Invoice	179587
Billing Limits		Current	Prior	To-Date
Total Billings		614.40	88.00	702.40
Limit				2,000.00
Remaining				1,297.60
			Total this Task	\$614.40
			Total this Phase	\$614.40
			Total this Invoice	<u>\$1,054.40</u>



City of Anamosa
107 South Ford Street
Anamosa, IA 52205

October 04, 2024
Project No: 2400220
Invoice No: 2400372

Project 2400220 Anamosa Downtown Revitalization Facade Project-Phase 3

Professional Services from September 01, 2024 to September 30, 2024

Task 100 Pre-App. General Administration Services

Professional Personnel

	Hours	Rate	Amount	
Employee				
Jordan, Bethany	14.50	162.00	2,349.00	
Totals	14.50		2,349.00	
Total Labor				2,349.00
Billing Limits	Current	Prior	To-Date	
Labor	2,349.00	3,042.00	5,391.00	
Limit			8,500.00	
Remaining			3,109.00	
		Total this Task		\$2,349.00

Task 125 Facade Renderings

Fee

Billing Phase	Fee	Percent Complete	Earned	
118 E	1,300.00	50.00	650.00	
120 E	1,300.00	50.00	650.00	
124 E	1,300.00	50.00	650.00	
126 E	1,300.00	50.00	650.00	
128 E	1,300.00	50.00	650.00	
130 E	1,300.00	50.00	650.00	
136 E	1,300.00	50.00	650.00	
138 E	1,300.00	50.00	650.00	
200 E	1,300.00	50.00	650.00	
216 E	1,300.00	50.00	650.00	
315 E	1,300.00	50.00	650.00	
Total Fee	14,300.00		7,150.00	
	Previous Fee Billing		0.00	
	Current Fee Billing		7,150.00	
Total Fee				7,150.00
		Total this Task		\$7,150.00
		Total this Invoice		\$9,499.00



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 23, 2024

City of Anamosa, Iowa
107 South Ford Street
Anamosa, IA 52205

Invoice No: 119.1164.08 - 23

Project 119.1164.08 WWTP Flow Equalization Basin

Professional Services through August 31, 2024

Basic Services

Lump Sum Fees

Total Lump Sum Fees	102,600.00			
Percent Complete	100.00	Total Earned	102,600.00	
		Previous Fee Billing	102,600.00	
		Current Fee Billing	0.00	
		Total Lump Sum Fees		0.00

	Total	Prior	Current
Billings to Date	102,600.00	102,600.00	0.00

Additional Services

Current Services

	Hours	Rate	Amount	
Sr. Engineer	.50	198.00	99.00	
Engineer VI	5.00	163.00	815.00	
Engineer II	11.00	116.00	1,276.00	
Administrative II	2.00	71.00	142.00	
Total Services	18.50		2,332.00	
Total Services				2,332.00

	Total	Prior	Current
Billings to Date	5,763.50	3,431.50	2,332.00

Amount Due this Invoice \$2,332.00

	Total	Prior	Current
Billings to Date	108,363.50	106,031.50	2,332.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Lindsay Beaman

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM