



CITY OF ANAMOSA
CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MARCH 11, 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 February 26, 2024 – Regular Session
 - b) Current bills
 - c) Liquor Licenses
 - d) Noise/street closure permit applications
- 4.0) **Public Hearings:** (None)
- 5.0) **Proclamations:** (None)
- 6.0) **Postponed Items:**
 - 6.1) **Resolution 2024-10** – Proposed vacation and transfer of City Street right-of-way. **Roll Call.**
 - 6.2) **Resolution 2024-12** – Approving the Street name change from Walnut Street to Park Place, for that section of Walnut Street, from Cherry Street to Park Place. **Roll Call.**
- 7.0) **Council Action Items:**
 - 7.1) **Resolution 2024-13** – Approving the hiring and salary of a full-time police officer. **Roll Call.**
 - 7.2) **Resolution 2024-14** – Setting the date for the required Property Tax Public Hearing for fiscal year ending June 30, 2025. **Roll Call.**
 - 7.3) **Resolution 2024-15** – Approving Purchase Agreement for the Sale and Conveyance of Parcel 2010-69, a Part of Lot 15, Anamosa Commercial Park Second Addition, Anamosa, IA, also Identified as Auditor’s Parcel No. 0535476009. **Roll Call**
 - 7.4) **Resolution 2024-16** – Adopting the Required Policies for CDBG Funding-Flow EQ Project. **Roll Call.**
 - 7.5) **Resolution 2024-17** – Adopting the CDBG Required Policies on the Prohibition of the Use of Excessive Force-Flow EQ Project. **Roll Call.**
 - 7.6) **Review & Approve** – Contract for CDBG Services-Flow EQ Project.
 - 7.7) **Review & Approve** – Reappointing Doug Edel to the Planning & Zoning Commission.
 - 7.8) **Review & Approve** – Change order from Pirc Tobin Construction, in the amount of \$36,295.26, for the 2nd Street Lift Station project.
 - 7.9) **Review & Approve (Consent Agenda)** – Pay requests, totaling \$115,499.75.
 - a) From HR Green, in the amount of \$2,228.50, for Cemetery GIS Services.
 - b) From HR Green, in the amount of \$575.00, for Water GIS Services.
 - c) From Martin Gardner Architecture, in the amount of \$4,714.50, for the Phase 2-Downtown Revitalization Project.
 - d) From Pirc Tobin, in the amount of \$107,981.75, for the 2nd Street Lift Station Project.
- 8.0) **City Administrator’s Report**
- 9.0) **Mayor and Council Reports**
 - 9.1) Mayor’s report
 - 9.2) Council reports
- 10.0) **Public Comment for Items Not on The Agenda**
- 11.0) **Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS

February 26, 2024

The City Council of the City of Anamosa met in Regular Session February 26, 2024, at the Anamosa Library & Learning Center at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Kay Smith, Dan Smith, Brooke Gombert, Teresa Tuetken and Todd Weimer. Absent: None. Also present were Jeremiah Hoyt, City Administrator and Penny Lode, City Clerk.

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

Motion by Kay Smith, seconded by Crump approving consent agenda items: Minutes of 1/29/24 Work Session; 2/5/24 Work Session; 2/12/24 Regular Session; 2/20/24 Special Session; Current bills; and Liquor license permits. Ayes: all. Nays: none. Motion carried.

Mayor Smith opened the Public Hearing on the proposed vacation and transfer of City Street right-of-way at 6:02 p.m. No public comments. Mayor closed the Public Hearing at 6:03 p.m.

Motion by Crump, seconded by D. Smith to postpone any action until the next meeting. Roll vote: Ayes-Gombert, K. Smith, D. Smith, Tuetken, Weimer, Crump. Nays-none. Motion carried.

Motion by Weimer, seconded by D. Smith approving Resolution 2024-11 approving personnel change in status, affecting the Assistant Streets Department Superintendent and Streets Department Laborer II. Roll Call: Ayes-Tuetken, Weimer, K. Smith. Nays-D. Smith, Crump, Gombert. Motion failed.

Motion by Crump, seconded by Gombert approving Resolution 2024-11 amending the Assistant Streets Department Superintendent salary to \$23.80 with a six-month probation period and increase to \$25.36 upon favorable review after probation period. Roll vote: Ayes-Tuetken, Weimer, Crump, Gombert, K. Smith, D. Smith. Nays—none. Motion carried.

Motion by Weimer, seconded by D. Smith to change the name of Walnut Street to Park Place. Ayes-all. Nays-none. Motion carried.

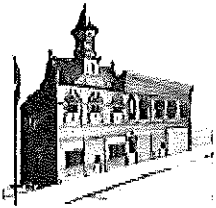
Motion by Crump, seconded by K. Smith approving consent agenda pay requests totaling \$4,987.00. Ayes-all. Nays-none. Motion carried.

Meeting adjourned at 7:06 p.m.

Rod Smith, Mayor

ATTEST:

Penny K. Lode, City Clerk



City of Anamosa, IA

Expense Approval Report

By Fund

Post Dates 2/27/2024 - 3/11/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
THE HARTFORD	03/01/2024	AD&D	001-000-2208	54.00
WELLMARK BLUE CROSS BLUE	03/01/2024	ALLIANCE HEALTH INSURANC	001-000-2205	23,177.04
WELLMARK BLUE CROSS BLUE	03/01/2024	BLUE ADVANTAGE HEALTH IN	001-000-2205	3,931.08
COLLECTION SERVICES CENTE	03/01/2024	COLLECTION SERVICES	001-000-2204	257.55
DELTA DENTAL PLAN OF IOWA	03/01/2024	DELTA DENTAL INSURANCE	001-000-2205	1,463.16
CITY OF ANAMOSA	03/01/2024	FLEXIBLE - CHILDCARE	001-000-2204	96.15
CITY OF ANAMOSA	03/01/2024	FLEX - MEDICAL	001-000-2204	123.23
IPERS COLLECTIONS	03/01/2024	IPERS	001-000-2203	8,025.67
THE HARTFORD	03/01/2024	LIFE INSURANCE	001-000-2208	418.50
THE HARTFORD	03/01/2024	LTD	001-000-2208	375.15
IPERS COLLECTIONS	03/01/2024	IPERS	001-000-2203	3,172.61
VSP Insurance Co	03/01/2024	VSP INSURANCE	001-000-2205	497.88
941 TAX EFT PAYMENT	03/01/2024	MEDICARE TAX	001-000-2206	2,020.52
941 TAX EFT PAYMENT	03/01/2024	SOCIAL SECURITY TAX	001-000-2202	8,639.38
941 TAX EFT PAYMENT	03/01/2024	FEDERAL TAX	001-000-2200	4,549.44
TREASURER STATE OF IOWA	03/01/2024	STATE TAX	001-000-2201	2,450.64
Department 000 - 000 Total:				59,252.00
Department: 110 - POLICE				
ACTION SIGNS, LLC	03/11/2024	UNIFORMS - JCERT	001-110-6537	1,050.50
U.S. CELLULAR	03/11/2024	CELL PHONES	001-110-6480	618.57
U.S. CELLULAR	03/11/2024	CREDIT	001-110-6480	-235.08
KUNKEL/DEREK	03/11/2024	REIMBURSEMENT	001-110-6446	64.37
HUNT/TYLER	03/11/2024	REIMBURSEMENT	001-110-6446	33.66
HUNT/TYLER	03/11/2024	REIMBURSEMENT	001-110-6551	178.82
STREICHER'S	03/11/2024	JCERT	001-110-6537	1,899.90
HOTSY CLEANING SYSTEMS	03/11/2024	SOAP	001-110-6474	105.00
IOWA DEPT OF PUBLIC SAFET	03/11/2024	QTRLY SYSTEM INVOICE	001-110-6430	300.00
KIECK'S	03/11/2024	UNIFORMS	001-110-6181	1,065.00
ARNOLD MOTOR SUPPLY, LLP	03/11/2024	LUBE ELEMENT	001-110-6474	9.17
KIECK'S	03/11/2024	UNIFORMS	001-110-6181	810.00
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	001-110-6540	31.00
WELLMARK BLUE CROSS BLUE	03/01/2024	ALLIANCE HEALTH INSURANC	001-110-6150	2,774.09
ACCESS SYSTEMS LEASING	03/11/2024	COPIER LEASES	001-110-6470	142.18
Department 110 - POLICE Total:				8,847.18
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
UNITY POINT HEALTH	03/11/2024	RANDOM DRUG SCREEN	001-210-6490	67.00
ANAMOSA STATE PENITENTIA	03/11/2024	INMATE LABOR	001-210-6490	255.00
C.J. COOPER & ASSOCIATES, I	03/11/2024	DOT CLEARING HOUSE	001-210-6490	10.00
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				332.00
Department: 290 - SOLID WASTE				
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	001-290-6461	140.00
Department 290 - SOLID WASTE Total:				140.00
Department: 450 - CEMETERY FUND				
HENRY/TROY	03/11/2024	BURIAL FEES	001-450-4553	750.00
Department 450 - CEMETERY FUND Total:				750.00
Department: 612 - CITY ADMINISTRATOR				
AT&T MOBILITY	03/11/2024	CELL PHONES	001-612-6373	40.79
Department 612 - CITY ADMINISTRATOR Total:				40.79
Department: 622 - SUPPORT ADMINISTRATION				
U.S. CELLULAR	03/11/2024	CELL PHONES	001-622-6373	46.18

Expense Approval Report

Post Dates: 2/27/2024 - 3/11/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
WOODWARD COMMUNITY M	03/11/2024	PUBLICATIONS	001-622-6414	49.22
ENCOMPASS	03/11/2024	IT SERVICE	001-622-6480	5,150.00
AMAZON CAPITAL SERVICES	03/11/2024	SUPPLIES	001-622-6535	221.12
ACCESS SYSTEMS LEASING	03/11/2024	COPIER LEASES	001-622-6470	317.71
Department 622 - SUPPORT ADMINISTRATION Total:				5,784.23
Department: 650 - CITY HALL				
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	001-650-6474	31.00
Department 650 - CITY HALL Total:				31.00
Fund 001 - GENERAL FUND Total:				75,177.20
Fund: 015 - FIRE SERVICE				
Department: 150 - FIRE DEPARTMENT				
WICKHAM/AUSTIN	03/11/2024	REIMBURSEMENT	015-150-6446	20.87
SANDRY FIRE SUPPLY, LLC	03/11/2024	MAKO REPAIR	015-150-6470	1,180.56
RADIO COMMUNICATIONS	03/11/2024	BATTERY	015-150-6470	620.00
SANDRY FIRE SUPPLY, LLC	03/11/2024	PROTEK REPAIR KIT	015-150-6470	37.05
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	015-150-6475	90.00
Department 150 - FIRE DEPARTMENT Total:				1,948.48
Fund 015 - FIRE SERVICE Total:				1,948.48
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
U.S. CELLULAR	03/11/2024	CELL PHONES	041-410-6373	46.18
AT&T MOBILITY	03/11/2024	CELL PHONES	041-410-6373	28.70
Department 410 - LIBRARY Total:				74.88
Fund 041 - LIBRARY FUND Total:				74.88
Fund: 043 - PARKS & RECREATION				
Department: 430 - RECREATION				
U.S. CELLULAR	03/11/2024	CELL PHONES	043-430-6373	46.18
LEAF	03/11/2024	COPIER LEASE BUYOUT	043-430-6310	348.83
TAPKEN'S CONVENIENCE PLUS	03/11/2024	FUEL	043-430-6551	291.01
IOWA PARKS & RECREATION	03/11/2024	CPO	043-430-6230	175.00
AT&T MOBILITY	03/11/2024	CELL PHONES	043-430-6373	49.97
Department 430 - RECREATION Total:				910.99
Fund 043 - PARKS & RECREATION Total:				910.99
Fund: 044 - AQUA COURT				
Department: 440 - AQUA COURT				
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	044-440-6475	30.00
Department 440 - AQUA COURT Total:				30.00
Fund 044 - AQUA COURT Total:				30.00
Fund: 046 - LAWRENCE COMMUNITY CENTER FUND				
Department: 460 - LAWRENCE COMMUNITY CENTER				
HOMETOWN PEST SOLUTION	03/11/2024	PEST CONTROL	046-460-6452	55.00
CENTRAL IOWA DISTRIBUTIN	03/11/2024	JANITORIAL SUPPLIES	046-460-6540	884.60
SHAFFER PLBG & HTG	03/11/2024	SHOWERS	046-460-6470	2,136.02
SHAFFER PLBG & HTG	03/11/2024	GYM HEATER	046-460-6475	105.00
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	046-460-6475	140.00
ACCESS SYSTEMS LEASING	03/11/2024	COPIER LEASES	046-460-6470	209.28
Department 460 - LAWRENCE COMMUNITY CENTER Total:				3,529.90
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				3,529.90
Fund: 110 - ROAD USE TAX				
Department: 211 - Public Services - community betterment				
BANOWETZ LUMBER COMPA	03/11/2024	ROOF	110-211-6475	450.47
BANOWETZ LUMBER COMPA	03/11/2024	WOOD SHIMS	110-211-6530	32.97
U.S. CELLULAR	03/11/2024	CELL PHONES	110-211-6490	65.38
ZARNOTH BRUSH WORKS INC	03/11/2024	BROOM REFILL	110-211-6470	538.45
HOTSY CLEANING SYSTEMS	03/11/2024	SOAP	110-211-6530	210.00
JJ MERRILL CUSTOM FABRICA	03/11/2024	SKIDLOADER REPAIR	110-211-6470	732.00

Expense Approval Report

Post Dates: 2/27/2024 - 3/11/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
BANOWETZ LUMBER COMPA	03/11/2024	HARDWARE	110-211-6553	123.64
ESRI	03/11/2024	GIS SERVICE	110-211-6407	110.00
FAIRVIEW BODY SHOP	03/11/2024	PROPERTY DAMAGE	110-211-6474	709.10
LINN CO-OP OIL CO.	03/11/2024	FUEL	110-211-6551	630.87
ARNOLD MOTOR SUPPLY, LLP	03/11/2024	PARTS	110-211-6474	42.20
ZACH'S TOOLS LLC	03/11/2024	DEEP SOCKET	110-211-6530	92.50
SCHMITZ JANITORIAL SUPPLY	03/11/2024	JANITORIAL SUPPLIES	110-211-6530	116.00
BANOWETZ LUMBER COMPA	03/11/2024	BARRICADES	110-211-6543	89.04
KRAY/JEFF	03/11/2024	PHONE STIPEND	110-211-6373	20.00
LODE/ERIC	03/11/2024	PHONE STIPEND	110-211-6373	20.00
FRAZIER/SPENCER	03/11/2024	PHONE STIPEND	110-211-6373	20.00
WARNER/MICHAEL	03/11/2024	MAIL BOX	110-211-6530	100.00
ARNOLD MOTOR SUPPLY, LLP	03/11/2024	BEARING	110-211-6504	22.96
ARNOLD MOTOR SUPPLY, LLP	03/11/2024	BEARING	110-211-6504	22.96
SADLER POWER TRAIN	03/11/2024	SOCKET	110-211-6553	28.07
Department 211 - Public Services - community betterment Total:				4,176.61

Fund 110 - ROAD USE TAX Total: 4,176.61

Fund: 600 - WATER FUND

Department: 810 - 810

US POSTMASTER	03/11/2024	BULK MAIL PERMIT	600-810-6508	160.00
U.S. CELLULAR	03/11/2024	CELL PHONES	600-810-6373	200.64
HOTSY CLEANING SYSTEMS	03/11/2024	SOAP	600-810-6474	105.00
QC ANALYTICAL SERVICES LLC	03/11/2024	WATER TESTING	600-810-6470	2,021.00
ESRI	03/11/2024	GIS SERVICE	600-810-6407	1,375.00
WATER SOLUTIONS UNLIMITE	03/11/2024	CHEMICALS	600-810-6501	5,462.70
KIECK'S	03/11/2024	UNIFORMS	600-810-6181	99.90
OLIN-MORLEY TELEPHONE CO	03/11/2024	INTERNET	600-810-6373	104.95
US POSTMASTER	03/05/2024	POSTAGE UB NOTICES	600-810-6508	91.16

Department 810 - 810 Total: 9,620.35

Fund 600 - WATER FUND Total: 9,620.35

Fund: 610 - WASTEWATER FUND

Department: 815 - 815

RECREATIONAL MOTOR SPOR	03/11/2024	SHIPPING	610-815-6431	156.06
US POSTMASTER	03/11/2024	BULK MAIL PERMIT	610-815-6508	160.00
U.S. CELLULAR	03/11/2024	CELL PHONES	610-815-6373	221.44
RHINO INDUSTRIES INC	03/11/2024	POLYMER PUMP TUBING	610-815-6470	228.20
ANAMOSA STATE PENITENTIA	03/11/2024	INMATE LABOR	610-815-6010	125.00
ESRI	03/11/2024	GIS SERVICE	610-815-6407	1,375.00
CENTURYLINK	03/11/2024	PHONE	610-815-6373	239.37
WAPSI WASTE SERVICE, INC.	03/11/2024	WASTE SERVICE	610-815-6523	90.00
LINN CO-OP OIL CO.	03/11/2024	FUEL	610-815-6551	2,381.92
C.J. COOPER & ASSOCIATES, I	03/11/2024	DOT CLEARING HOUSE	610-815-6489	20.00
ARNOLD MOTOR SUPPLY, LLP	03/11/2024	TOGGLE SWITCH	610-815-6474	8.99
SHADA/TIM	03/11/2024	PHONE STIPEND	610-815-6373	20.00
WAYNE HALL CHRYSLER	03/11/2024	TAILGATE COVER	610-815-6474	169.40
SADLER POWER TRAIN	03/11/2024	DUMP TRUCK REPAIR	610-815-6470	96.93
US POSTMASTER	03/05/2024	POSTAGE UB NOTICES	610-815-6508	91.16

Department 815 - 815 Total: 5,383.47

Fund 610 - WASTEWATER FUND Total: 5,383.47

Grand Total: 100,851.88

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	75,177.20	62,026.09
015 - FIRE SERVICE	1,948.48	0.00
041 - LIBRARY FUND	74.88	0.00
043 - PARKS & RECREATION	910.99	0.00
044 - AQUA COURT	30.00	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	3,529.90	0.00
110 - ROAD USE TAX	4,176.61	0.00
600 - WATER FUND	9,620.35	91.16
610 - WASTEWATER FUND	5,383.47	91.16
Grand Total:	100,851.88	62,208.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	4,549.44	4,549.44
001-000-2201	SIT HOLDING	2,450.64	2,450.64
001-000-2202	FICA HOLDING	8,639.38	8,639.38
001-000-2203	IPERS HOLDING	11,198.28	11,198.28
001-000-2204	PEDC HOLDING	476.93	476.93
001-000-2205	HEALTH & CANCER INS.	29,069.16	29,069.16
001-000-2206	MEDICARE HOLDING	2,020.52	2,020.52
001-000-2208	LIFE HOLDING	847.65	847.65
001-110-6150	GROUP INSURANCE	2,774.09	2,774.09
001-110-6181	ALLOWANCE, UNIFORM	1,875.00	0.00
001-110-6430	MEMBERSHIP DUES & S	300.00	0.00
001-110-6446	TRAVEL EXPENSES	98.03	0.00
001-110-6470	EQUIPMENT MAINT CO	142.18	0.00
001-110-6474	MAINTENANCE, VEHICLE	114.17	0.00
001-110-6480	COMPUTER INTERNET S	383.49	0.00
001-110-6537	JCERT	2,950.40	0.00
001-110-6540	BLDG & GROUNDS MAI	31.00	0.00
001-110-6551	VEHICLE FUEL EXPENSES	178.82	0.00
001-210-6490	PROFESSIONAL SERVICE	332.00	0.00
001-290-6461	SOLID WASTE COLLECTI	140.00	0.00
001-450-4553	BURIAL CHARGES	750.00	0.00
001-612-6373	UTILITIES, TELEPHONE	40.79	0.00
001-622-6373	UTILITIES, TELEPHONE	46.18	0.00
001-622-6414	PUBLIC NOTICES	49.22	0.00
001-622-6470	MAINT. CONTRACT OFFI	317.71	0.00
001-622-6480	MAINT. CONTRACT COM	5,150.00	0.00
001-622-6535	SUPPLIES/NONCAP EQUI	221.12	0.00
001-650-6474	VEHICLE MAINTENANCE	31.00	0.00
015-150-6446	TRAVEL	20.87	0.00
015-150-6470	MAINTENANCE, EQUIP	1,837.61	0.00
015-150-6475	MAINTENANCE, GROUN	90.00	0.00
041-410-6373	UTILITIES, TELEPHONE	74.88	0.00
043-430-6230	TRAINING AND REGISTR	175.00	0.00
043-430-6310	CONTRACT, MAINTENAN	348.83	0.00
043-430-6373	UTILITIES, TELEPHONE	96.15	0.00
043-430-6551	FUEL EXPENSE	291.01	0.00
044-440-6475	MAINTENANCE, BLDGS	30.00	0.00
046-460-6452	CONTRCT,MAINT. BLDGS	55.00	0.00
046-460-6470	MAINTENANCE, EQUIP	2,345.30	0.00
046-460-6475	MAINTENANCE, BLDGS	245.00	0.00
046-460-6540	SUPPLIES, BLDGS. & GR	884.60	0.00
110-211-6373	UTILITIES, TELEPHONE	60.00	0.00
110-211-6407	PROF. SERVICES, ENGINE	110.00	0.00
110-211-6470	MAINTENANCE, EQUIP	1,270.45	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
110-211-6474	MAINTENANCE, VEHICLE	751.30	0.00
110-211-6475	MAINTENANCE, BLDGS	450.47	0.00
110-211-6490	MAINT. CONTRACT PAGE	65.38	0.00
110-211-6504	EQUIPMENT, SMALL	45.92	0.00
110-211-6530	SUPPLIES, OPERATIONS	551.47	0.00
110-211-6543	SUPPLIES, STREET MAIN	89.04	0.00
110-211-6551	VEHICLE FUEL EXPENSES	630.87	0.00
110-211-6553	MISCELLANEOUS SUPPLI	151.71	0.00
600-810-6181	ALLOWANCE, UNIFORM	99.90	0.00
600-810-6373	UTILITIES, TELEPHONE	305.59	0.00
600-810-6407	PROF. SERVICES, ENGINE	1,375.00	0.00
600-810-6470	PROF. SERVICES - TESTIN	2,021.00	0.00
600-810-6474	MAINTENANCE, VEHICLE	105.00	0.00
600-810-6501	CHEMICALS	5,462.70	0.00
600-810-6508	SUPPLIES, POSTAGE	251.16	91.16
610-815-6010	SALARIES, REGULAR FUL	125.00	0.00
610-815-6373	UTILITIES, TELEPHONE	480.81	0.00
610-815-6407	PROF. SERVICES, ENGINE	1,375.00	0.00
610-815-6431	SHIPPING	156.06	0.00
610-815-6470	MAINTENANCE, EQUIP	325.13	0.00
610-815-6474	MAINTENANCE, VEHICLE	178.39	0.00
610-815-6489	PROFESSIONAL SERVICE	20.00	0.00
610-815-6508	SUPPLIES, POSTAGE	251.16	91.16
610-815-6523	EQUIPMENT, BLDG. MAI	90.00	0.00
610-815-6551	FUEL EXPENSE	2,381.92	0.00
Grand Total:		100,851.88	62,208.41

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	100,851.88	62,208.41
Grand Total:	100,851.88	62,208.41

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: Walmart Inc.

TRADE NAME (DBA): Walmart #646

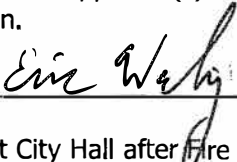
STREET ADDRESS: 101 115th St., Anamosa, IA 52205-7976

PHONE (BUSINESS): 319-462-4311 **HOME (OR CELL):** _____


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

ANAMOSA POLICE DEPARTMENT

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


 2-16-24
Police Chief Date
Leave form at City Hall after Fire and Health signatures are complete

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

 2/26/24
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.

 2-28-24
Jones County Environmental Health Official Date
Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO KAYLEE AT CITY HALL WHEN COMPLETED

Received at City Hall 2-29-24 for the 3-11-24 Council Meeting

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 3/6/24

☐ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: Anamosa Chamber of Commerce

Applicant's Address: 203 E Main St

Applicant's Phone: 319-462-4879

Event Location/Address: Downtown Anamosa

Detailed Description of Event:

We would like to have a Car Show downtown. We also plan to invite
the businesses to have sidewalk sales.

Date of Event: July 6, 2024 Time Period of Event: 7am-2pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Main, Ford, Booth, Huber, Cleveland

Starting at intersection(s) of: Main + Ford

End at intersection(s) of: Main + Cleveland

Please attach a detailed map/drawing of area.

Barricades Needed?: (Y)N How many: 9 Type: _____

Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.

COPY OF ORDINANCE GIVEN TO APPLICANT? _____

COUNCIL APPROVED ON: _____ AMOUNT OF FEE PAID: _____

DISTRIBUTE COPIES TO: _____ * APPLICANT _____ * POLICE DEPT. _____ * PUBLIC SERVICES _____ * FIRE DEPT.
--

S Ford St.



N Ford St.

S Booth St.



N Main St.

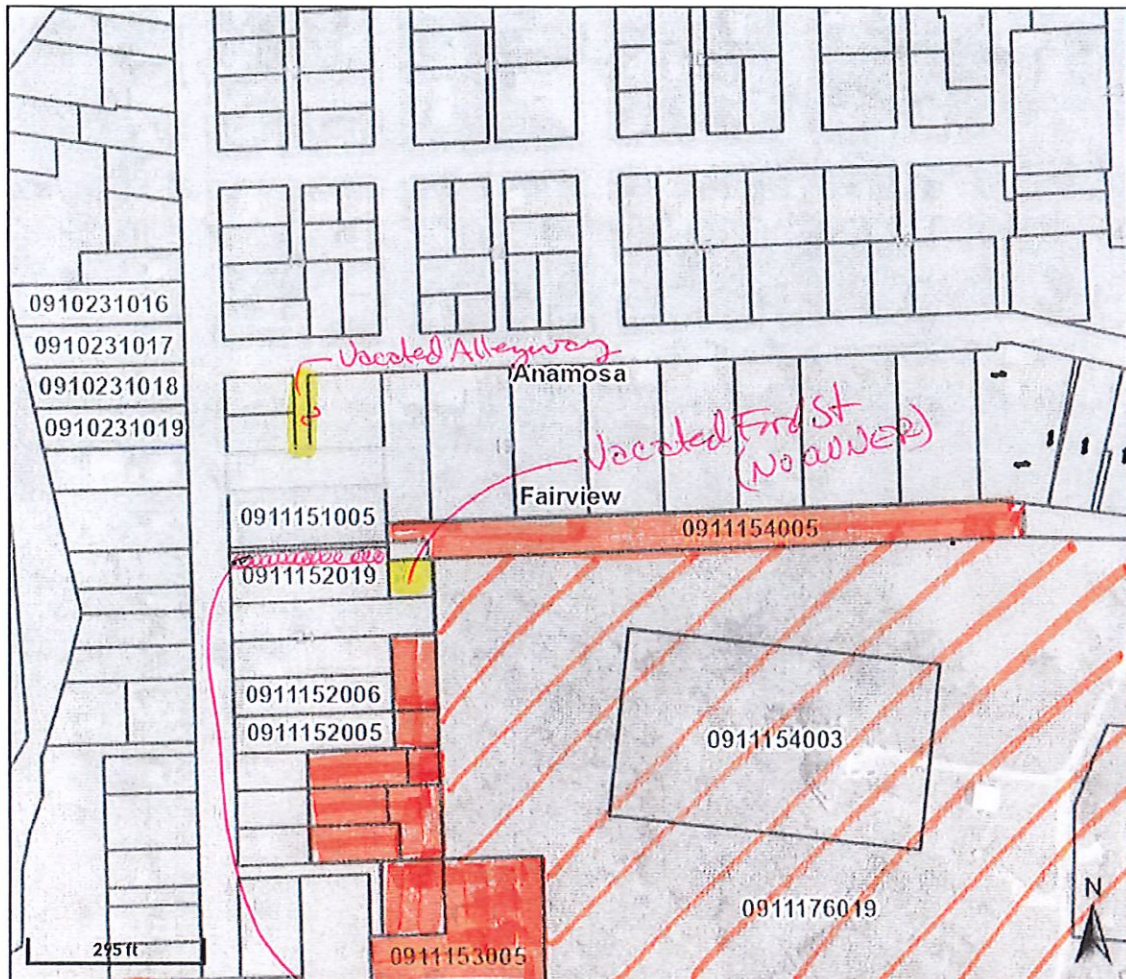


N Huber St.



S Cleveland St.





Overview



Legend

Parcels

Structures on
Leased Land

Parcels

Cartography

Major Roads

Parcel ID 0911151004 Alternate ID 011500 Owner Address TOPPING, WILLIAM & TOPPING, JONATHAN
Sec/Twp/Rng n/a Class R 605 S GARNAVILLO ST
Property Address 605 S GARNAVILLO ST Acreage n/a ANAMOSA, IA 52205
ANAMOSA

District ANACO
Brief Tax Description SHAWS ADD N 1/2 LOTS 3,4,7,8, BLK 20 & VAC ALLEY
(Note: Not to be used on legal documents)

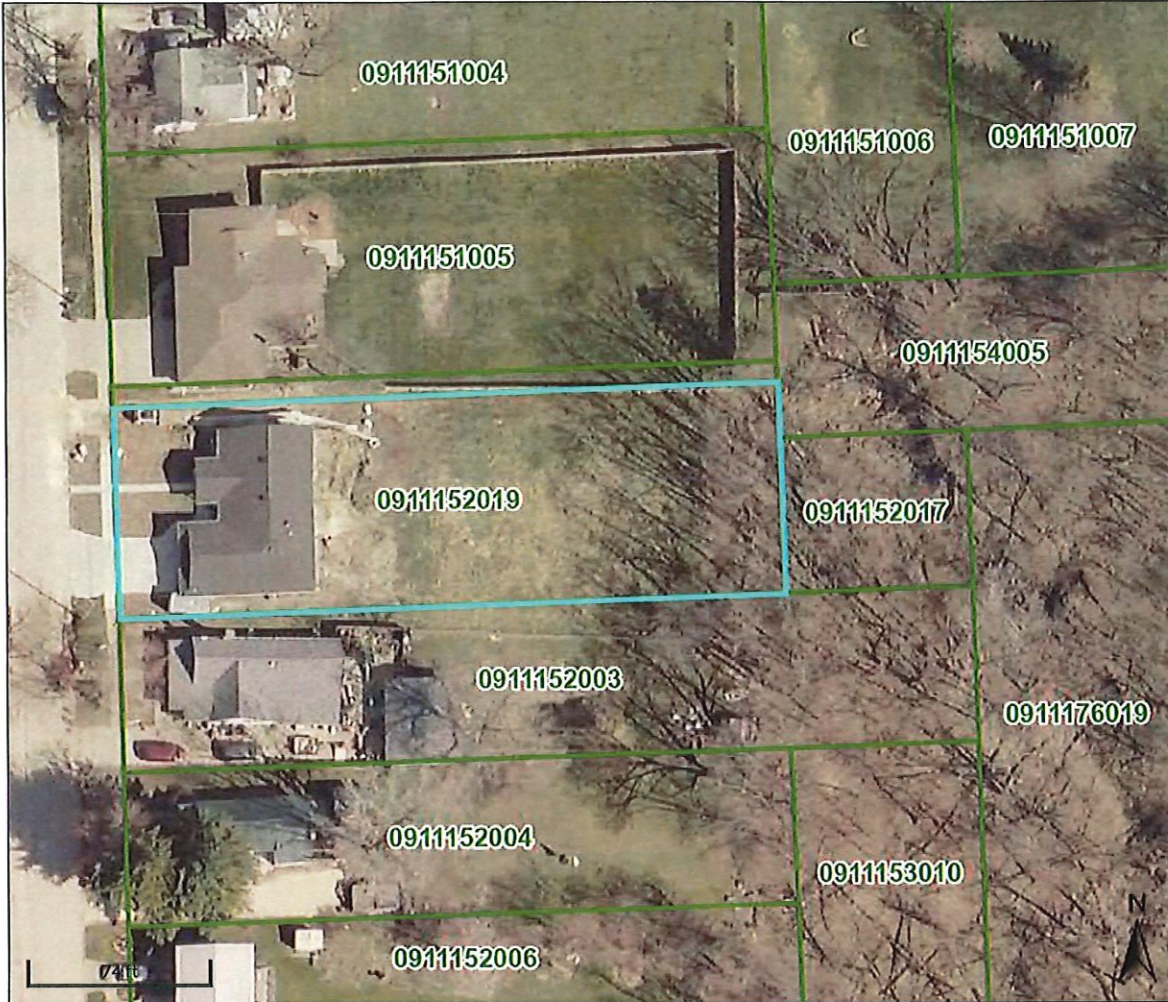
Part of Vacated 6th Street

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

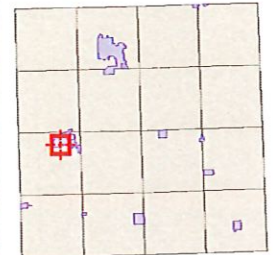
Date created: 7/3/2023

Last Data Uploaded: 6/30/2023 5:20:40 PM

Developed by Schneider
GEOSPATIAL



Overview



Legend

Parcels

Structures on Leased Land

Parcels

Cartography

Major Roads

Parcel ID	0911152019	Alternate ID	050300	Owner Address	ST PATRICKS CHURCH
Sec/Twp/Rng	n/a	Class	R		215 N GARNAVILLO ST
Property Address	701 S GARNAVILLO ST	Acreage	n/a		ANAMOSA, IA 52205
	ANAMOSA				

District ANACO
 Brief Tax Description PARCEL 2018-75 IN PT LOTS 1,2,5 & 6, BLK 21 SHAWS ADD
 (Note: Not to be used on legal documents)

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

Date created: 2/28/2024

Last Data Uploaded: 2/27/2024 5:26:37 PM

Developed by **Schneider**
 GEOSPATIAL

RESOLUTION NO. 2024-10

RESOLUTION APPROVING VACATION AND TRANSFER OF CITY STREET RIGHT OF WAY

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

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

WHEREAS, by Resolution 2024-09 dated February 12, 2024 the City Council scheduled a Public Hearing on the proposed vacation and transfer of the above-referenced right of way, notice of the Public Hearing being published on the 22 day of February, 2024 in the Anamosa Journal Eureka, as required by Iowa Code §§364.7 and 362.3; and

WHEREAS, on February 26th, the Mayor opened the previously scheduled Public Hearing, public comment was accepted, and the public hearing closed; and

WHEREAS, the Council hereby finds that said ROW is currently utilized as part of the Church property and has been for years, that same will not be improved as a public street, that vacating and transferring the ROW will in no way negatively impact the community nor will it deny owners or property abutting said ROW reasonable access to their property, and that same should, therefore, be vacated and transferred to the adjacent property owner located to the south of the ROW, St. Patrick’s Church.

NOW, THEREFORE, BE IT RESOLVED that the City Right of Way, generally described as “The south twenty-two feet (22’) of the 6th Street ROW lying North of and adjacent to Block 21, SHAW’S SUBDIVISION OF THE NW ¼ NW ¼ and Lot 1 of SECTION 11, TOWNSHIP 84, NORTH, RANGE 4, West of the 5th P.M. (said Subdivision being commonly called SHAW’S ADDITION TO ANAMOSA, IOWA)” shall by approval of this Resolution be vacated and authorized to be transferred to the adjacent property owner to the south of said vacated ROW, St. Patrick’s Church, consistent with the contents of this Resolution, by Quit Claim Deed; the Mayor being hereby given the direction and authority to execute the deed, and any other documents necessary to effectuate this Resolution, on behalf of the Council.

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

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

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

PASSED AND APPROVED this 11th day of March, 2024.

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

ROD SMITH, MAYOR

Requested Change In Street Name – Change approximately 150 ft. of Walnut Street, between Cherry Street and Park Place, to Park Place.

PARK PLACE



RESOLUTION NO. 2024-12

APPROVING THE STREET NAME CHANGE FROM WALNUT STREET TO PARK PLACE, FOR THAT SECTION OF WALNUT STREET, FROM CHERRY STREET TO PARK PLACE.

WHEREAS, a resident of Anamosa, who resides at 102 Park Place, has requested a street name change, from Walnut Street to Park Place, for that section of Walnut Street, from Cherry Street to Park Place, approximately 150 ft. to the South/Southwest; and,

WHEREAS, Section 138.02 of the Anamosa Code of Ordinances specifies that the Council may, by resolution, change the name of a street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that this section of Walnut Street, which is South/Southwest of Cherry Street, be renamed as Park Place.

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 11th day of March, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR



Anamosa Police Department

Dedication > Community > Integrity

February 26, 2024

Ronn Christy

Marion, IA 52302

Dear Ron Christy,

On behalf of the Anamosa Police Department, I would like to thank you for applying for the position of Police Officer. I am pleased to extend to you a conditional offer of employment, contingent upon approval by the Anamosa City Council. Your start date will be determined once we secure a spot in the Basic Academy at either the Iowa Law Enforcement Academy, or the Cedar Rapids Police Department Police Academy. We anticipate making the start date 8-10 weeks prior to the start of the academy to ensure you have all required equipment and onboarding complete.

The Police Officer position is subject to the general terms and conditions of employment as determined by the Personnel Policy Manual for the City of Anamosa, the applicable Standard Operating Procedures of the Anamosa Police Department, and any applicable Articles of the Collective Bargaining Agreement between the City of Anamosa Iowa, Police Department and Teamsters Local 238. This position is an "at-will" position and the City of Anamosa/Anamosa Police Department retains the right to terminate your employment at any time.

The starting wage for this full-time, sworn, hourly position, will be \$24.20/hour as a non-certified officer. In July, in accordance with the applicable collective bargaining agreement, this wage will be increased to \$26.14/hour but you remain in the same pay step. After you successfully complete the Academy, you will move to Step 1 at the beginning of the next pay period and your wage will increase to \$27.32/hour. In addition, you will receive the general benefits offered to full-time employees of the City of Anamosa will apply to this position.

Sincerely,

Eric Werling, Chief of Police

This institution is an equal opportunity provider and employer.

CONFIDENTIAL:

This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

RESOLUTION NO. 2024-13

APPROVING THE HIRING AND SALARY OF A FULL TIME POLICE OFFICER

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

WHEREAS, the Anamosa Police Department currently has a vacant Full Time Police Officer position; and,

WHEREAS, the Interim Chief of Police initiated the selection process for this sworn law enforcement position and identified a qualified candidate; and,

WHEREAS, the selection process extended beyond the appointment date of a new Chief of Police and is subject to the Chief's approval; and,

WHEREAS, The Chief of Police has reviewed the qualified candidate and is now recommending the candidate the positions of Full Time Police Officer; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following hire be approved:

Position	Employee Name	Hourly Wage
Full Time Police Officer	Ron Christy	\$24.20/hour (non-certified wage)

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 11th day of March, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2024-14

**SETTING THE DATE FOR THE PROPOSED PROPERTY TAX PUBLIC HEARING FOR FISCAL YEAR
ENDING JUNE 30, 2025.**

WHEREAS, a recent change to the Iowa Code (House File 718) requires municipalities to have a separate and distinct Proposed Property Tax Public Hearing as part of the annual budget process; and,

WHEREAS, no other City business can be discussed during this hearing; and,

WHEREAS, the Proposed Property Tax Public Hearing cannot be held until the required Budget Notice has been mailed by the County Auditor; and,

WHEREAS, the Proposed Property Tax Public Hearing must be completed before the Budget Adoption Public Hearing can be set; and,

WHEREAS, the final budget submission deadline, for all local governments who issue a tax, is April 30th; and,

WHEREAS, a public notice of the Proposed Property Tax Public Hearing is required to be published/posted not less than 10, nor more than 20 days prior to the date of the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the Proposed Property Tax Public Hearing shall be scheduled for 5:30pm, on March 25th, 2024, at the Anamosa Library & Learning Center.

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 11th day of March, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR



PURCHASE/SALE CONTRACT

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

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

Buyer's Initials

Heather Aswegan

Seller's Initials

[Signature]

Form 018 – Purchase/Sale Contract Page 2 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

116. Signatures: _____

Buyer's Initials

[Signature]
12/21/23
9:42 AM CST
dotloop verified

Seller's Initials

[Signature]

Form 018 – Purchase/Sale Contract Page 3 of 4

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

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

Buyer's Initials



Seller's Initials



Form 018 – Purchase/Sale Contract Page 4 of 4

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

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

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

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

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

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

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

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

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

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

211. ☐ **SEE ATTACHED ADDENDUM(S)**

John Schlarmann as Representative for Jones County Board of Supervisors <small>dotloop verified 12/21/23 9:42 AM CST RABV-NRCD-60QW-2NLZ</small>	
Buyer's Signature	Buyer's Signature
Date	Date

214. John Schlarmann as Representative for Jones County Board of Supervisors

215. Buyer's Legal Name (Printed)

Buyer's Legal Name (Printed)

216. ☒ **SELLER'S ACCEPTANCE.** The undersigned Seller of the above property accepts the above offer and agrees to sell this property
 217. according to the terms offered on this date of: (date) 02/12/2024, (time) 6pm @ City Council Meeting

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

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

_____ Seller's Signature	_____ Seller's Signature
Date	Date

224. _____
 225. Seller's Legal Name (Printed)

 Seller's Legal Name (Printed)

FOR BROKER REFERENCE ONLY

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



AMENDMENT TO PURCHASE/SALE CONTRACT

For the purchase/sale of: City Lot 15 Anamosa Commercial Park Anamosa, IA 52205

Purchase/Sale Contract dated: 12/21/2023

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

Council approved a Resolution to approve the purchase of this lot on 2/12/2024.
Buyers 60 Day Due Diligence period to begin 2/23/2024
Release of Due Diligence period to be 4/23/2024 or sooner if possible.
Closing date to be 5/23/24 or sooner if mutually possible.

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

John Schlarmann as Representative for Jones County Board of Supervisors
dotloop verified
02/23/24 10:05 AM CST
AWK-ECYB-B1HS-PNWS

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE



AMENDMENT TO PURCHASE/SALE CONTRACT

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

Purchase/Sale Contract dated: 12/21/2023

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

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

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

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

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

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



AMENDMENT TO PURCHASE/SALE CONTRACT

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

Purchase/Sale Contract dated: 12/21/2023

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

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

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

John Schlarmann as Representative for Jones County Board of Supervisors
BUYER DATE

BUYER DATE

DATE

SELLER DATE

AGENCY DISCLOSURE AND COMMISSION AGREEMENT

UNREPRESENTED SELLER (FOR SALE BY OWNER)



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

Seller City of Anamosa

Buyer John Schlarmann as Representative for Jones County Board of Supervisors

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

City Lot in Anamosa Commercial Park, Anamosa, 52205

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

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

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

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

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

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

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

1. DESCRIPTION OF KELLER WILLIAMS LEGACY GROUP® ROLE

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

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

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

2. DESCRIPTION OF BROKERAGE SERVICES

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

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

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

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

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

Keller Williams Legacy Group

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

Owner (s):

Date: 12/21/2023

Owner Current Phone:

City of Anamosa- Jeremiah Hoyt City Administrator

Owner Current Address:

City Hall - 107 S Ford St Anamosa IA 52205

Parcel # of Lot- 0535476009

RESOLUTION NO. 2024-15

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

WHEREAS, the Council previously approved the sale and conveyance, with Resolution 2021-07, of the following real estate to Jones County, described as Parce 2010-69, a part of Lot 15, Anamosa Commercial Park Second Addition; and,

WHEREAS, the Council is of the opinion it would be in the City's best interests to sell and convey the identified real property to Jones County, in the amount of \$40,000.00; and,

WHEREAS, the required public hearing on this matter was held on February 12, 2024; and,

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

WHEREAS, no objections were voiced at the public hearing held this date to the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the Mayor sign the attached Purchase Contract, Amendments to the Purchase Agreement, and Unrepresented Seller FSBO Disclosure as approved by the City Council.

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 11th day of March, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION ADOPTING REQUIRED POLICIES FOR CDBG FUNDING
RESOLUTION NO. _____

WHEREAS, the City of Anamosa has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, all recipients of CDBG funds are required to adopt policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status 4) ensure sound business judgement is utilized in all procurement procedures, and 5) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Anamosa.

WHEREAS, the City of Anamosa endorses policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status 4) ensure sound business judgement is utilized in all procurement procedures, and 5) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Anamosa.

NOW, THEREFORE BE IT RESOLVED, the City of Anamosa hereby adopts the following provisions as its official policy:

- 1) Residential Anti-displacement and Relocation Assistance Plan (RARA)
- 2) Equal Opportunity Policy
- 3) Affirmative Fair Housing Policy
- 4) Procurement Policy
- 5) Code of Conduct

Adopted by CITY OF ANAMOSA this _____ day of _____, 20__

Signed:

ROD SMITH, Mayor

Date

Attest:

PENNY LODE, City Clerk

Date

**The Residential Anti-displacement and Relocation Assistance Plan under Section 104(d)
of the Housing and Community Development Act of 1974, As Amended**

This Residential Anti-displacement and Relocation Assistance Plan (RARA) is prepared by the CITY OF ANAMOSA in accordance with the Housing and Community Development Act of 1974, as amended, and HUD Regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

Consistent with the goals & objectives of activities assisted under the Act, the CITY OF ANAMOSA will take the following steps to minimize the direct and indirect displacement of person from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners & tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units", as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

The CITY OF ANAMOSA will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

Adopted by the Council of the CITY OF ANAMOSA this XX day of MONTH 2024.

Signed (ROD SMITH, Mayor): _____

Date: _____

Attest (PENNY LODE, City Clerk): _____

Date: _____

EQUAL OPPORTUNITY POLICY STATEMENT

DATE: ____ / ____ / 2024

It is the policy of City of Anamosa to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Anamosa. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the (City of Anamosa) because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by _____, who can be contacted at _____.

This Equal Opportunity Policy of the City of Anamosa shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policymaking groups.

Signed: _____
Rod Smith, Mayor

**PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY
CITY OF ANAMOSA, IOWA**

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

CITY OF ANAMOSA advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

CITY OF ANAMOSA shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

CITY OF ANAMOSA has designated the following PERSON as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: _____

OFFICE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

HOURS: _____



**PROCUREMENT POLICY
FOR CITY OF ANAMOSA, IOWA**

General (Replaces 2 CFR 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 CFR 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235),

“Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature

of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For **construction**, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. If your construction project cost is estimated to be below the threshold for competitive quotes referenced in Iowa Code chapter 26, you must follow the “other general goods and/or services” procurement guidelines listed below (most likely the Simple method).

For **professional services (such as architectural, engineering, or technical services)**, subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For **other general goods and/or services**, subrecipients shall follow the one of the four following methods depending upon anticipated total purchase cost of (a batch of) item(s) that can be procured from a similar vendor pool:

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms

and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding. The following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
 - b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - c. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
 - d. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - e. Any or all bids may be rejected if there is a sound documented reason.
4. **Competitive Proposals (RFP):** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts, such as archeological services, historian services, or asbestos testing, although if the price point is below this threshold, an RFP is not required but merely recommended. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (TA) (which uses a competitive method regardless of contract price – see note below for A/E process), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process. If this method is used, the following requirements apply:
- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The subrecipient must use competitive procedures for qualifications-based procurement (i.e., RFQ: Request for Qualifications) of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses

(Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmpartals.com/tsb-search/>;
- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

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.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method

and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder is equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the CITY OF ANAMOSA adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within CITY OF ANAMOSA

Adopted by CITY OF ANAMOSA on this _____ day of _____, 2024

Chief Elected Official:

Rod Smith, Mayor

Signature

ATTEST:

Signature
Penny Lode, City Clerk

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of CITY OF ANAMOSA engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of CITY OF ANAMOSA shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner;
- d. An organization that employs, or is about to employ any of the above; or has a financial or other interest in the firm selected for award.

CITY OF ANAMOSA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or others involved in the contract, *beyond that allowed by applicable federal and state laws.*

FRAUD, WASTE AND ABUSE

CITY OF ANAMOSA has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify CITY OF ANAMOSA of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (leader contact at Recipient, address, and phone number of contact)

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against CITY OF ANAMOSA's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this _____ day of _____, 20____

Signature
Rod Smith, Mayor

ATTEST:

Signature
Penny Lode, City Clerk

**RESOLUTION ADOPTING CDBG REQUIRED
POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE
RESOLUTION NO. _____**

WHEREAS, the City of Anamosa has received federal funding through the Community Development Block Grant (CDBG) program; and

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Anamosa endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, that City of Anamosa hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Anamosa agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Anamosa further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Anamosa has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by **NAME**, which may be contacted at **PHONE #**.

Adopted by City of Anamosa this _____ day of _____, 20__

Signed: _____
Mayor/Chairperson

ATTEST:

Signed: _____
(typed name), (title)

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

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

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

Contract Number: **23-WS-025, (CDBG Contract)**

Local Government: **Anamosa, Iowa**

Contract Amount: **NOT TO EXCEED \$25,000**

Effective Date: **February 1, 2024**

Expiration Date: **December 31, 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 following 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 "Parties"; individually, "Party") shall be subject to and governed by the Special Conditions and the Required Contract Provisions, comprising current excerpt from the CDBG Program Management Guide of the Iowa Economic Development Authority (IEDA), is hereby incorporated to bind compliance per stipulations attached as Exhibit. Any work performed by the Contractor beyond this Contract's scope will conform to fees shown in Appendix A. 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 all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including all subrecipients of CDBG Contract funding.

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

Contractor:

Rod Smith, Mayor
City of Anamosa

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

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 City of 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 **Water & Sewer Fund** project (the “Project”), under the Housing and Community Development Act as amended 1981, and Chapter 23 of the Iowa 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 all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including 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 regarding labor and equal opportunity standards.

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, 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 authorized to negotiate and make any changes to 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 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 1.11.0.

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.

Article 1.11.0 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 Required Contract Provisions 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 1.12.0 Release of Data and Findings

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 1.13.0 Allowable Costs

- 1.13.1 Allowable costs are specified under the approved budget presented in the Special Conditions of this Contract. Allowable costs are subject to audit under the principles defined in Attachment A of OMB Circular A-87 where all or any part of Contract funds are obtained from the federal government.
- 1.13.2 Indirect cost rates shall be determined according to the principles defined in Attachment A OMB Circular A-87.
- 1.13.3 Expenditures which exceed budget line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount provided that the deviation does not exceed ten percent (10%) of the budgeted line-item amount. However, 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 quality as an allowable cost.

Article 1.14.0 Suspension and Termination of Contract

- 1.14.1 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 1.14.2 or 1.14.3 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.
- 1.14.2 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 if cure is possible and feasible. If, after an 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.
- 1.14.3 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.
- 1.14.4 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 1.15.0 Equal Employment Opportunity

- 1.15.1 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.

- 1.15.2 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 based on race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

Article 1.16.0 Interest of Local Government, Contractor, Officials, & Others

- 1.16.1 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.
- 1.16.2 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.
- 1.16.3 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 here from.
- 1.16.4 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 1.17.0 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 1.18.0 Personnel

- 1.18.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required to perform the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 1.18.2 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.

1.18.3 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 1.19.0 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 1.20.0 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 1.21.0 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.

APPENDIX A

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.

CHANGE ORDER NO. 2

PROJECT: 2nd St. Lift Station and
Sewer System Improvements
Project - Phase 2
S&A PROJECT #: 121.1106.08

OWNER: City of Anamosa

To: Pirc-Tobin Construction
Contractor
2650 Old Quaas Rd. - PO Box 160
Address
Alburnett, IA 52202
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

PCO 1: Additional Traffic Control along 3rd Street for trenchless pipe installation; PCO 2 Adjusting subbase thickness to match existing, replacing storm sewer intakes due poor condition along 2nd Street; PCO 4 Deduction of work that was previously performed and was unknown at time of design/bid; PCO 5A Changing the installation method from trenchless to trenched from MH-088 to MH-091; PCO 6: Change standard trenchless installation to trenchless installation through rock due to differencing subsurface conditions; PCO 7 Changing from trenchless installation to trenched installation due to subsurface conditions.

2. Reason for Change:

See attached memo from Snyder and Associates and supplemental information from Pirc-Tobin.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	PCO 1 Traffic Control 3rd Street	1	LS	\$10,100.00	\$10,100.00
2.	PCO 1 Temporary Barrier Wall at Concrete Pits	400	LF	\$19.80	\$7,920.00
3.	PCO 2 Delete Subgrade Prep at 2nd St PCC	279.4	SY	-\$3.25	-\$908.05
4.	PCO 2 Delete Subbase, Modified, 12"	791	SY	-\$20.00	-\$15,820.00
5.	PCO 2 Temp Concrete Patch for Winter Shutdown	84	SY	\$87.00	\$7,308.00
6.	PCO 2 Class 10 Excavation	225	CY	\$19.32	\$4,347.00
7.	PCO 2 Remove and Replace Intake Inserts	2	EA	\$1,890.00	\$3,780.00
8.	PCO 2 Subbase, Modified, 6" at Intersection of 2nd and Linn	791	SY	\$12.47	\$9,863.77
9.	PCO 4 Sanitary Sewer Gravity Main, Trenchless, HDPE, 12"	102	LF	-\$200.00	-\$20,400.00
10.	PCO 4 Sanitary Sewer Manhole, 48", Depth 10'-15'	1	EA	-\$8,500.00	-\$8,500.00
11.	PCO 4 Sanitary Sewer Manhole, 48", Depth 15'-20'	1	EA	-\$11,500.00	-\$11,500.00
12.	PCO 4 Remove Manhole 287 and 088	2	EA	-\$2,000.00	-\$4,000.00
13.	PCO 5A Sanitary Sewer Gravity Main, Trenchless, HDPE, 12"	254	LF	-\$200.00	-\$50,800.00
14.	PCO 5A Strip and Spread Topsoil	118	CY	\$8.45	\$997.10
15.	PCO 5A Sanitary Sewer Gravity Open Cut 12" DIP with Nitrile Gaskets	254	LF	\$191.00	\$48,514.00
16.	PCO 5A Filter Sock, 12"	275	LF	\$3.00	\$825.00
17.	PCO 5A Filter Sock, Removal	275	LF	\$0.10	\$27.50
18.	PCO 5A Hydraulic Seeding, Seeding, Fertilizing, and Mulching	0.2	AC	\$9,850.00	\$1,970.00
19.	PCO 6 Sanitary Sewer Force Main, Trenchless, 8"	381	LF	-\$75.00	-\$28,575.00
20.	PCO 6 Trenchless Force Main in Cobble and Limestone	381	LF	\$152.27	\$58,014.87
21.	PCO 6 Pothole for Existing Forcemain - Not shown correctly	4	DY	\$4,395.09	\$17,580.36
22.	PCO 6 Credit Potholing for Force Main	1	DY	-\$4,395.09	-\$4,395.09

23.	PCO 7 Sanitary Sewer Foce Main, Trenchless, 8"	223	LF	-\$75.00	-\$16,725.00
24.	PCO 7 Open Cut Sanitary Sewer Force Main 8" Inch	223	LS	\$119.60	\$26,670.80
				TOTAL	\$36,295.26

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$36295.26 divided as follows:

	<u>Contract Amount</u>	<u>Contract Completion Date</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$682,733.52	April 26, 2024
Change due to this C.O. (+ or -)	\$36,295.26	0
Totals including this C.O.:	\$719,028.78	April 26, 2024

The change described herein is understood, and the terms of settlement are hereby agreed to:

Pirc-Tobin Construction
CONTRACTOR

By _____

DATE: _____

Snyder & Associates, Inc.
ENGINEER

By _____

DATE: _____

City of Anamosa
OWNER

By _____

DATE: _____

Memorandum

To: Mayor and City Council **Date:** February 28, 2024

From: Nick Eisenbacher, P.E.

CC: City Administrator Jeremiah Hoyt; Utilities Superintendent Steve Agnitsch; Assistant Utilities Superintendent Robert Young, Streets Superintendent Shane Brown

RE: 2nd Street Lift Station and Sewer Improvements Phase 2 – Change Order Request 1, 2, 4, 5A, 6 and 7 from Pirc-Tobin Construction

Below is a summary of the change orders that were submitted by Pirc-Tobin. Attached to this memo is additional information provided by the Contractor.

PCO 1: Request to provide additional traffic control along 3rd Street during boring operations to provide additional safety for both vehicle traffic and the boring crews.

PCO 2: During the initial installation of the force main last fall, it was discovered the existing subbase at the 2nd Street and South Linn Street was only 6” thick instead of the specified 12” thick. It was determined that it would be best to match the existing subbase and reduce the replacement subbase to a 6” thickness at this location. Also included in this change order is the replacement of two storm sewer intake inserts along E. 2nd Street that were adjacent to one of the bore pits. After removing the adjacent pavement panels, it was found the inserts for the storm sewer intakes were in poor shape and the subbase under there was in poor condition. These were replaced after discussions with Public Works.

PCO 4: Deduct to remove gravity sanitary sewer from MH-088 to MH-287. This includes trenchless pipe replacement and manhole replacements under E. 1st Street. After the bid letting it was determined this section of pipe had been replaced several years prior but was never recorded. This section was determined to still be in good shape and did not need to be replaced.

PCO 5A: Change installation method from trenchless (pipe bursting) to trenched (open cut) of the gravity sanitary sewer main from MH-088 to MH-091. The material is also changed from HPDE to ductile iron pipe with nitrile gaskets which is required due to the proximity to potentially contaminated soil from the nearby former DOT site and changing the installation method. This material is required by Iowa DNR when disturbing potentially contaminated soil. The request to change installation methods is due to removing the work associated with PCO 4 as pipe bursting was originally chosen to minimize impact to East 1st Street and the nearby property and stream bank. Note that on the Pirc-Tobin change order for PCO 5A there are two costs one labeled PCO5A and PCO5A Base Bid. If the decision is to keep the trenchless installation method there would be a change order to add a connection to the existing MH088. This connection was originally included with the cost of the new MH088 that is being removed from the project in PCO4. Our recommendation would be to change to open cut trenched installation.

PCO 6: During the installation of the force main in front of 1205 E. 3rd Street and 1209 E. 3rd Street the contractor encounters cobble and limestone. This was unknown at the time of bid and there were no records of encountering these subsurface conditions during the installation of the force main during the previous project. Along with an adjustment to the unit price the Contractor is requesting additional payment for locating existing utilities as they spent additional time that is considered above and beyond what would normally be expected to spend locating utilities as the previous force main and utilities were not installed in the locations shown in information previously provided by the City. The Contractor spent a total of 4 days locating utilities and are crediting one day back as that is what they expected to spend locating utilities.

PCO 7: Due to the cobble and limestone encountered during the trenchless installation the Contractor is proposing switching to trenched installation since they are past the driveway into the nursing home facility. This will be an easier installation method as it will be easier for their excavation equipment to remove the cobble and limestones instead of continuing to install the force main via trenchless method.

It is our recommendation to approve all the above change orders submitted by Pirc-Tobin. One item to note is a potential change in completion date for the gravity sewer section associated with PCO 5A. The contractor has indicated the lead times for the ductile iron pipe are anywhere from 8 to 12 weeks once the purchase order has been completed. If the change order for PCO 5A is approved and we will work with the Contractor on a completion date based on a delivery schedule for the materials, we will submit a request for a completion date extension for that portion only. The force main portion of the project will still be required to be completed by the original completion date.



PCO 1 2.19.24

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To: City Of Anamosa Address: Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Contact: Nick Eisenbacher, P.E. Phone: (319) 362-9394 Fax:
Project Name: 2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa Project Location: Anamosa, IA Addendum #: 1,2	Bid Number: Bid Date: 10/4/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Plan					
906	Traffic Control 3rd Street	1.00	LS	\$10,100.00	\$10,100.00
907	Temporary Barrier Wall, Concrete Pits As Shown	400.00	LF	\$19.80	\$7,920.00
Total Price for above Base Plan Items:					\$18,020.00

Notes:

- The above referenced prices are to furnish and install traffic control on 3rd Street from Linn Street to Rosemary Lane per the attached drawing and information provided in RFI 02. Price includes use of barrier rail at proposed pit locations on 3rd Street.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pirc-Tobin Construction, Inc.

Authorized Signature: _____

Estimator: Craig J. Tobin

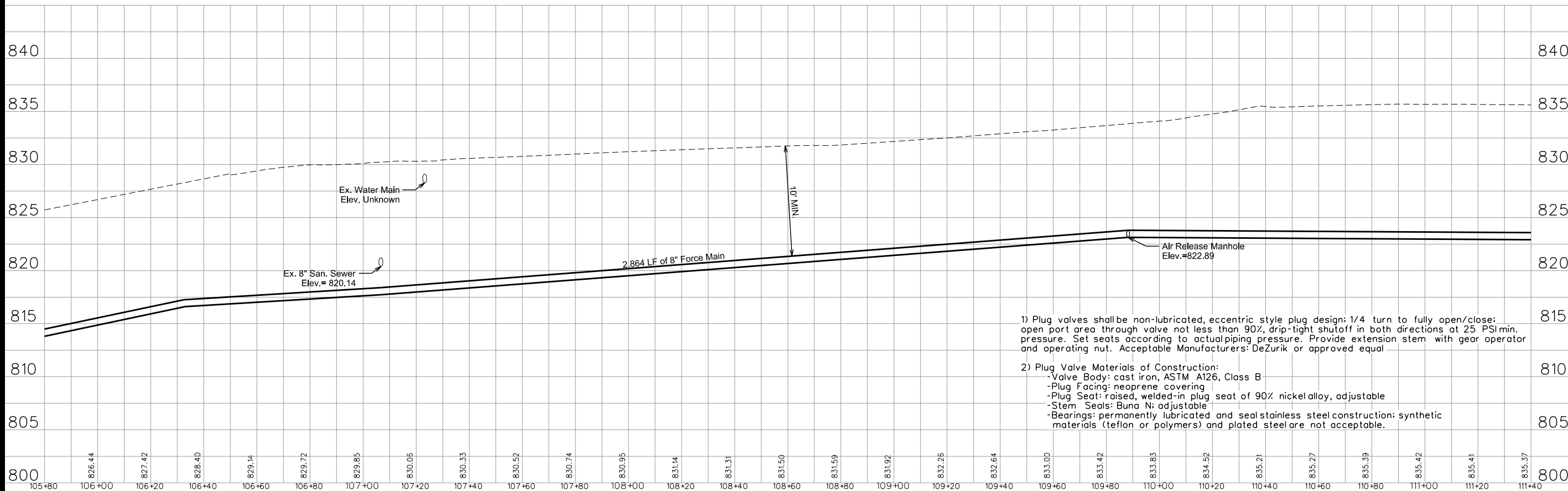
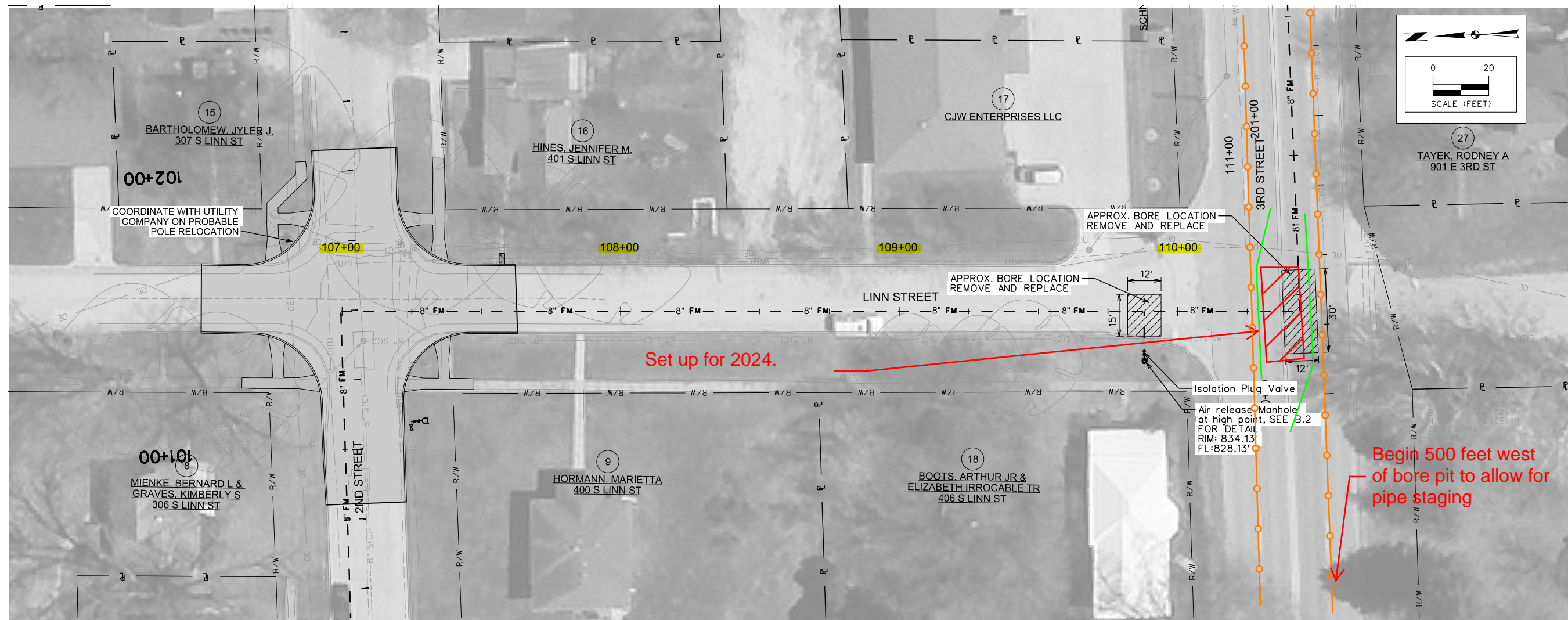
319-929-6701 cjtobin@pirtobin.com

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2ND ST. LIFT STATION AND SEWER SYSTEM IMPROVEMENTS PH.2

BURIED PIPE- SANITARY

ANAMOSA, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

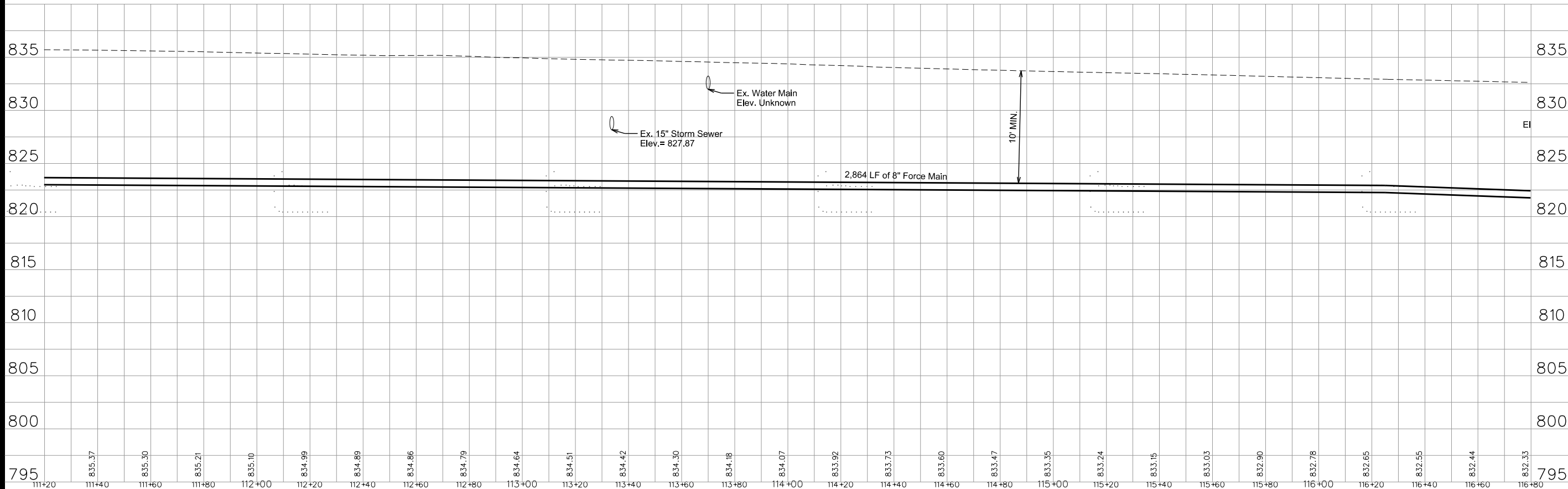
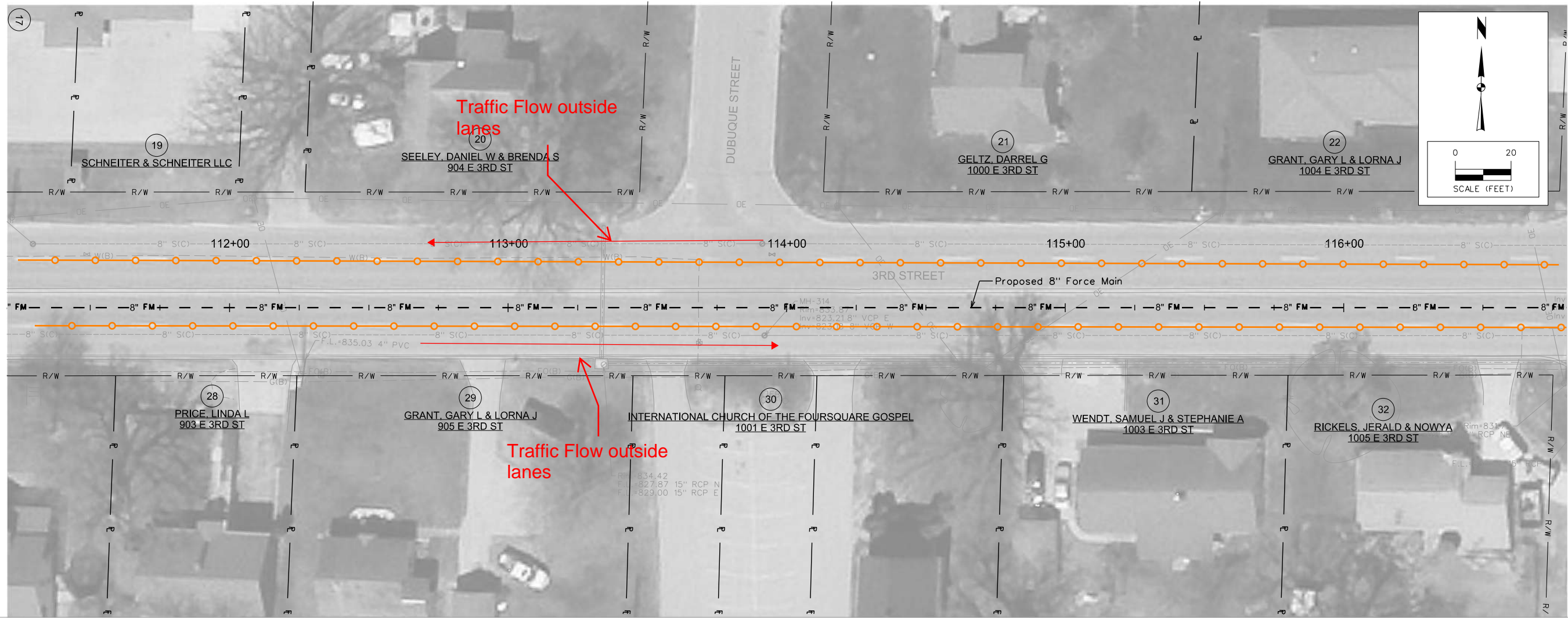
SNYDER & ASSOCIATES, INC.



Project No: 1211106

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Technician:		CJN	Date:	10/25/2022	Field Bk:	Pg:
Project No:		1211106		Sheet		M.22



2ND ST. LIFT STATION AND SEWER SYSTEM IMPROVEMENTS PH.2

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ANAMOSA, IOWA

SNYDER & ASSOCIATES, INC.



Project No: 1211106

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5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

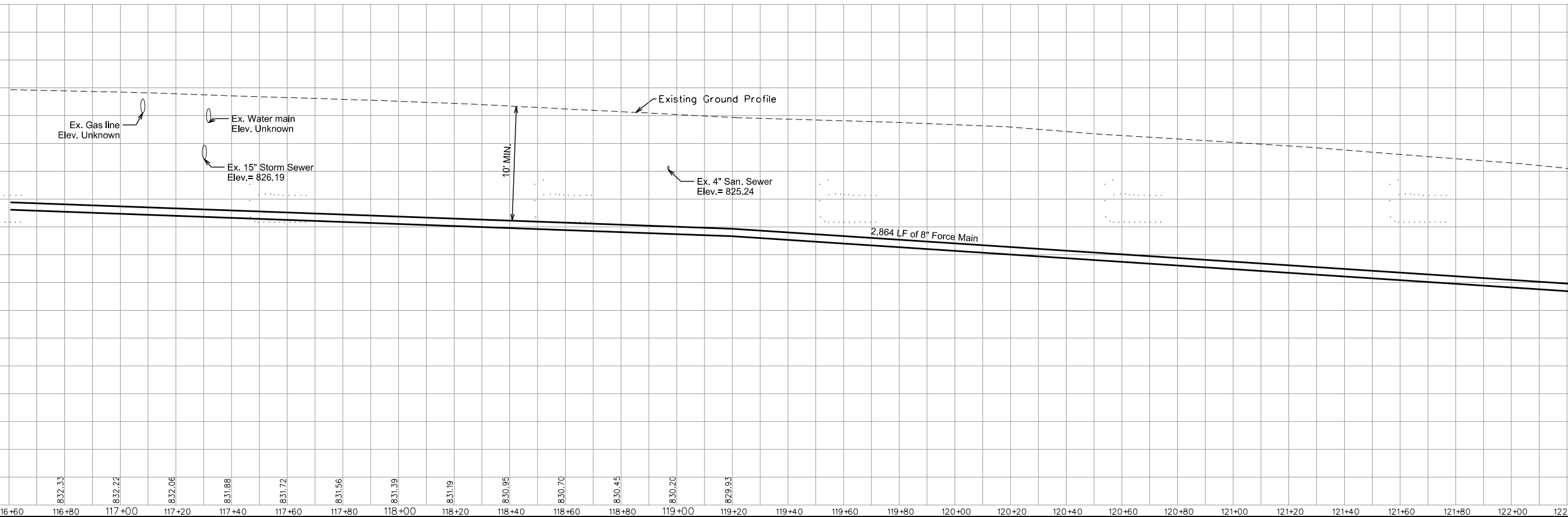
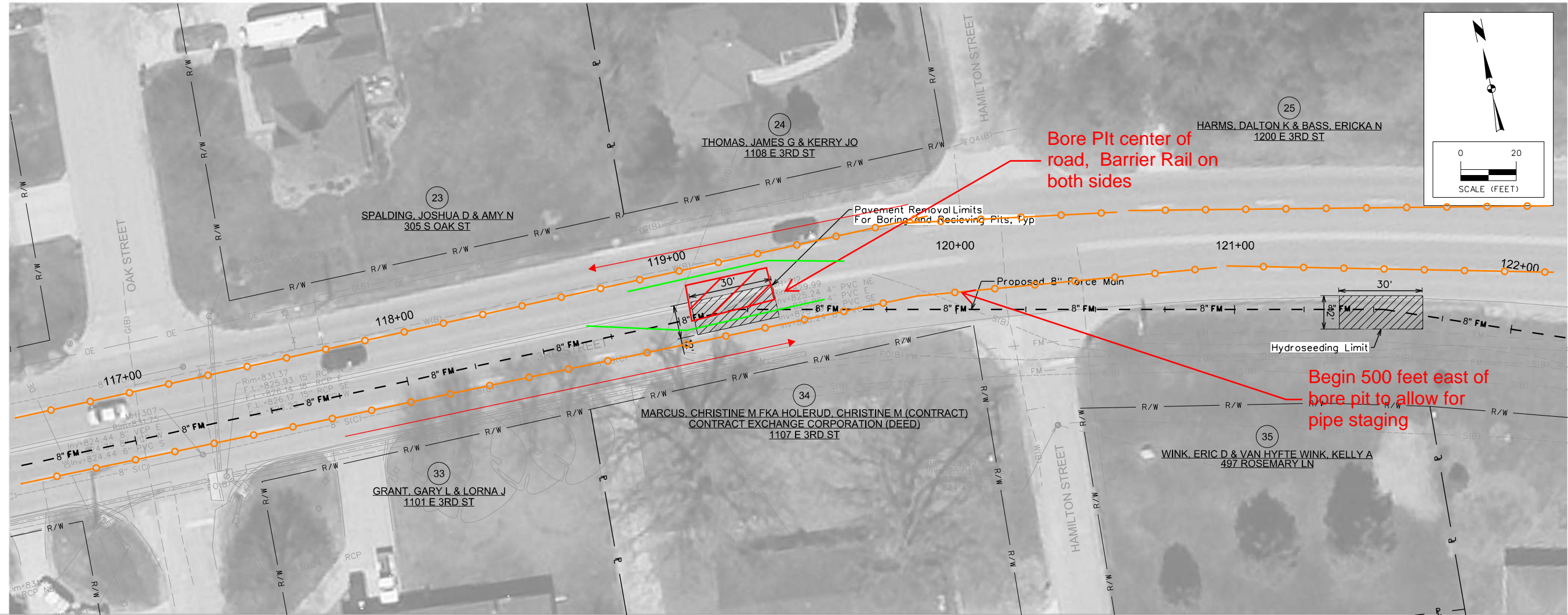
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	Technician: CJN	Date: 10/25/2022	Field Bk: Pg:
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2ND ST. LIFT STATION AND SEWER SYSTEM IMPROVEMENTS PH.2

BURIED PIPE- SANITARY

ANAMOSA, IOWA

SNYDER & ASSOCIATES, INC.



Project No: 1211106

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5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com



PCO 2R1 2.19.24

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To:	City Of Anamosa	Contact:	Nick Eisenbacher, P.E.
Address:	Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Phone:	(319) 362-9394
		Fax:	
Project Name:	2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa	Bid Number:	
Project Location:	Anamosa, IA	Bid Date:	10/4/2023
Addendum #:	1,2		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
003	Delete Subgrade Preparation 2nd ST PCC	-279.40	SY	\$3.25	(\$908.05)
004	Subbase, Modified, 12"	-791.00	SY	\$20.00	(\$15,820.00)
902	Temp Concrete Patch For Winter Shutdown	84.00	SY	\$87.00	\$7,308.00
904	Class 10 Excavation (12 Inches At 2nd Street And 6 Inches Thick In Intersection)	225.00	CY	\$19.32	\$4,347.00
905	Remove And Replace Intake Inserts	2.00	EACH	\$1,890.00	\$3,780.00
912	Subbase, Modified, 6" In The Intersection 2nd And Linn	791.00	SY	\$12.47	\$9,863.77

Total Bid Price: \$8,570.72

Notes:

- The above proposed prices are to add and remove items as reviewed in the field.

Proposed Additions.

Item 902 is to provide temporary pavement to allow the traffic closure to be removed from late December to early March, weather permitting.
Item 904 is to add an excavation item for removal of existing material in the subbase envelope.
Item 905 is to remove and replace existing intake inserts in the 7 inch pcc area along 2nd Street.

Proposed Deletions.

Item 3 Subgrade Prep was deleted under the 7 inch PCC area along 2nd St. due to shallow utilities in the area. The area was compacted and tested and deemed unnecessary to scarify and recompact.
Item 4 Subbase Modified 12" is deleted and replaced with 6 inch subbase

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Pirc-Tobin Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Craig J. Tobin 319-929-6701 cjtobin@pirtobin.com</p>
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PCO 4 2.19.24

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To: City Of Anamosa Address: Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Contact: Nick Eisenbacher, P.E. Phone: (319) 362-9394 Fax:
Project Name: 2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa Project Location: Anamosa, IA Addendum #: 1,2	Bid Number: Bid Date: 10/4/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
009	Sanitary Sewer Gravity Main, Trenchless, HDPE, 12"	-102.00	LF	\$200.00	(\$20,400.00)
015	Sanitary Sewer Manhole, 48", Depth 10'-15'	-1.00	EACH	\$8,500.00	(\$8,500.00)
016	Sanitary Sewer Manhole, 48", Depth 15'-20'	-1.00	EACH	\$11,500.00	(\$11,500.00)
017	Remove Manhole 287 And 088	-2.00	EACH	\$2,000.00	(\$4,000.00)

Total Bid Price: (\$44,400.00)

Notes:

- The above items are deleted post bid after realization the work was previously performed under a separate contract MH-287, MH 088 and pipe run 4478 were previously constructed.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

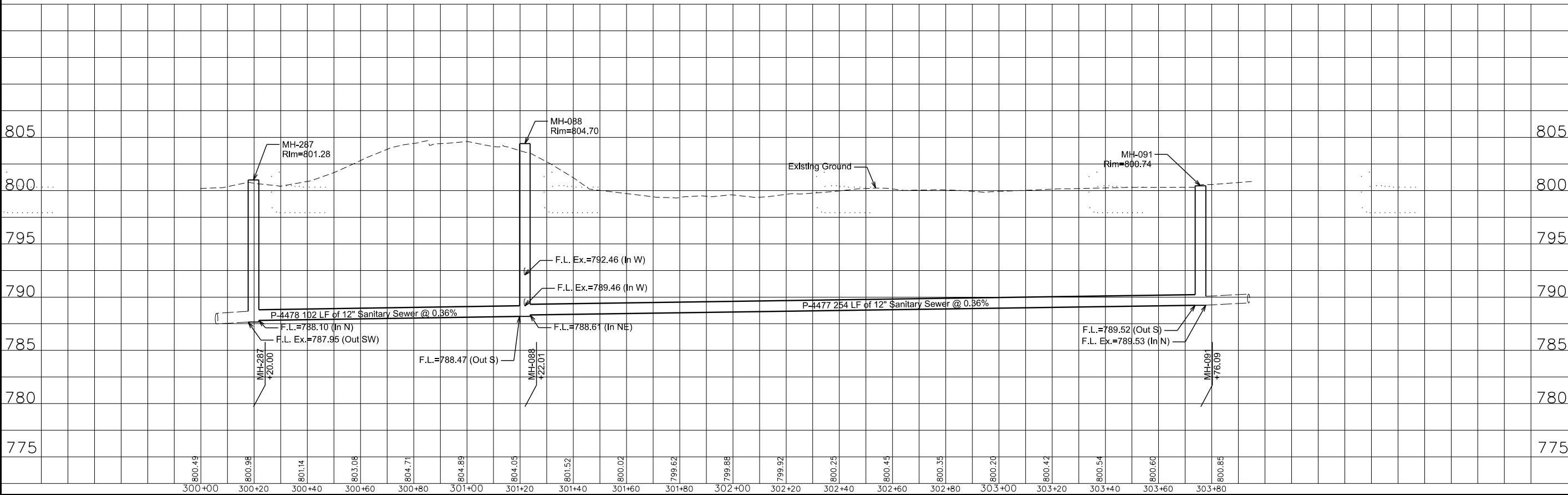
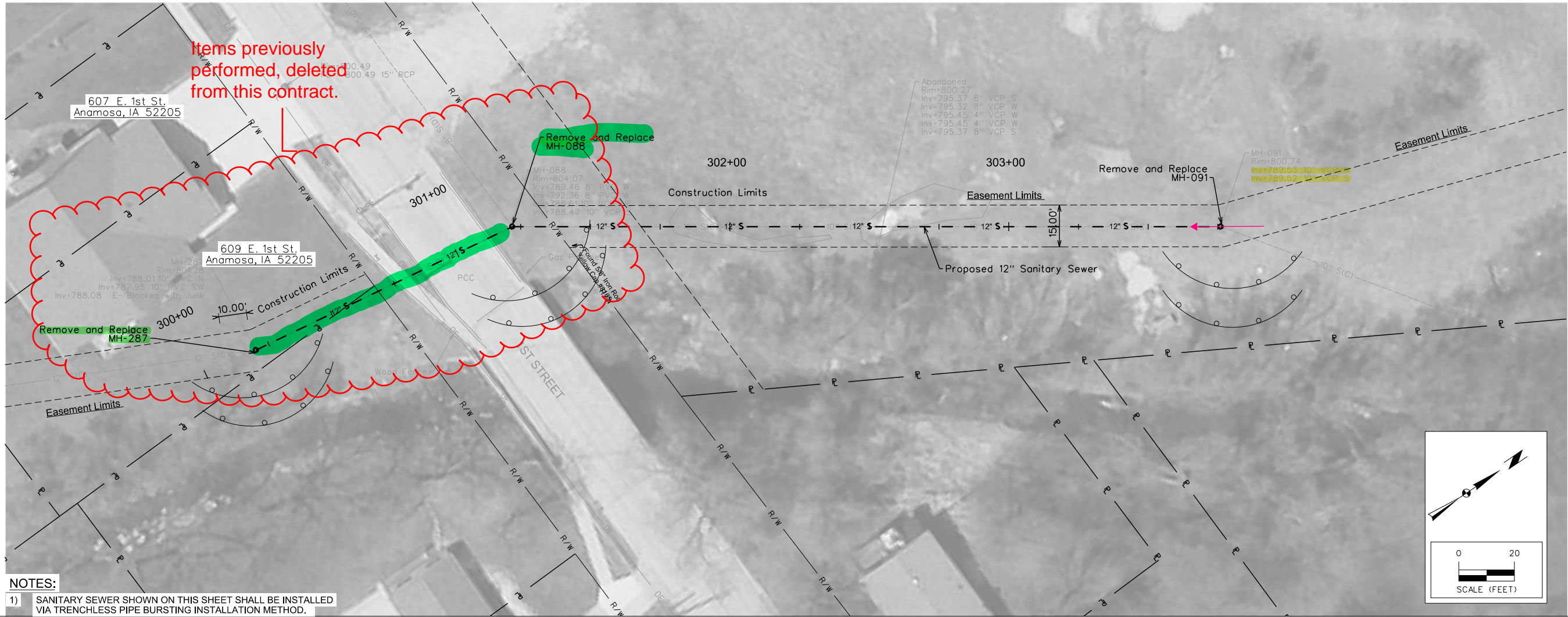
Date of Acceptance: _____

CONFIRMED:

Pirc-Tobin Construction, Inc.

Authorized Signature: _____

Estimator: Craig J. Tobin
319-929-6701 cjtobin@pirtobin.com



2ND ST. LIFT STATION AND
SEWER SYSTEM IMPROVEMENTS PH.2

BURIED PIPE- SANITARY

ANAMOSA, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



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PC05A MH 088 to MH 091
with DIP pipe

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To: City Of Anamosa	Contact: Nick Eisenbacher, P.E.
Address: Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Phone: (319) 362-9394
	Fax:
Project Name: 2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa	Bid Number:
Project Location: Anamosa, IA	Bid Date: 10/4/2023
Addendum #: 1,2	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
PC05A					
009	Sanitary Sewer Gravity Main, Trenchless, HDPE, 12"	-254.000	LF	\$200.00	(\$50,800.00)
941	Strip And Spread Topsoil	118.000	CY	\$8.45	\$997.10
942	Sanitary Sewer Gravity Open Cut 12 Inch DIP With Nitrile Gaskets	254.000	LF	\$191.00	\$48,514.00
943	Filter Sock, 12"	275.000	LF	\$3.00	\$825.00
944	Filter Socks, Removal	275.000	LF	\$0.10	\$27.50
945	Hydraulic Seeding, Seeding, Fertilizing And Mulching	0.200	ACRE	\$9,850.00	\$1,970.00
Total Price for above PC05A Items:					\$1,533.60

PC05A Base Bid

946	Add Connection To MH 088 If Trenchless Method Chosen	1.000	EACH	\$2,650.00	\$2,650.00
-----	---	-------	------	------------	------------

Only need to include if the above is not approved. This is required due not needed to remove and replace MH-088. **Total Price for above PC05A Base Bid Items: \$2,650.00**

Notes:

PC05A is a break down to install only the sanitary sewer run from MH 088 to MH 091 using ductile iron pipe with an interior lining per SUDAS. Manhole 091 will be replaced under contract. Bypass pumping would occur per contract.

Please note MH 088 was replaced under a previous contract. Should the pipe bursting per original contract be performed for this location, additional costs to excavate a pit at MH 088 for a connection will be incurred above the original scope. This is shown as an alternate add if the trenchless method (original contrat) is selected for the run from MH 88 to MH 91

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

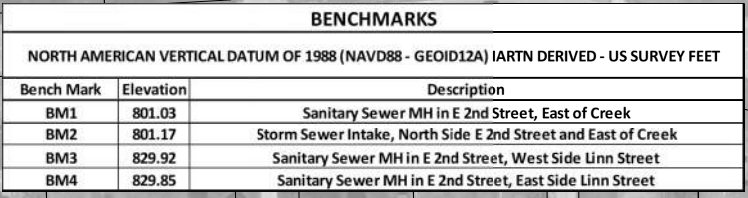
CONFIRMED:

Pirc-Tobin Construction, Inc.

Authorized Signature: _____

Estimator: Craig J. Tobin

319-929-6701 cjtobin@pirtobin.com



SNYDER & ASSOCIATES, INC.

Sheet G.1

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com



PCO 6 2.19.24

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To: City Of Anamosa Address: Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Contact: Nick Eisenbacher, P.E. Phone: (319) 362-9394 Fax:
Project Name: 2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa Project Location: Anamosa, IA Addendum #: 1,2	Bid Number: Bid Date: 10/4/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
010	Sanitary Sewer Force Main, Trenchless, 8"	-381.00	LF	\$75.00	(\$28,575.00)
917	Trenchless Force Main In Cobble And Limestone	381.00	LF	\$152.27	\$58,014.87
918	Pothole For Existing Forcemain - Not Shown Correctly	4.00	DY	\$4,395.09	\$17,580.36
919	Credit Potholing For Force Main	-1.00	DY	\$4,395.09	(\$4,395.09)

Total Bid Price: **\$42,625.14**

Notes:

- The above referenced prices are the result of a change in site conditions. The existing material was limestone and cobble resulting in additional time and differenet methods to directional drill the proposed forcemain located from approximately station 122 to station 126. We are propsoing to add a new item for drilling in cobble and limestone fragments. Item 917 has been added and item 10 is shown as a credit for the contract work in normal conditions. In addition we added item 918 for potholing, four days were spent potholing for the exisitng forcemain that was not located where shown on the plans. We assume responsibility of 1 day of potoholing and credited that back under item 919

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pirc-Tobin Construction, Inc.

Authorized Signature: _____

Estimator: Craig J. Tobin

319-929-6701 cjtobin@pirtcubin.com



PCO 7 2.19.24

P.O. Box 160 Alburnett, Iowa 52202 Phone: (319) 842-2130 Fax: (319) 842-2131

To: City Of Anamosa Address: Office Of The Anamosa City Clerk, City Hall, 107 S. Ford Street Anamosa, IA 52205	Contact: Nick Eisenbacher, P.E. Phone: (319) 362-9394 Fax:
Project Name: 2nd St. Lift Station And Sewer System Improv. Phase 2 Anamosa Project Location: Anamosa, IA Addendum #: 1,2	Bid Number: Bid Date: 10/4/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
010	Sanitary Sewer Force Main, Trenchless, 8"	-223.00	LF	\$75.00	(\$16,725.00)
916	Open Cut Sanitary Sewer Force Main 8 Inch	223.00	LF	\$119.60	\$26,670.80

Total Bid Price: \$9,945.80

Notes:

- The above proposed price is to delete the trenchless method due to rock and cobble subsurface conditions.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pirc-Tobin Construction, Inc.

Authorized Signature: _____

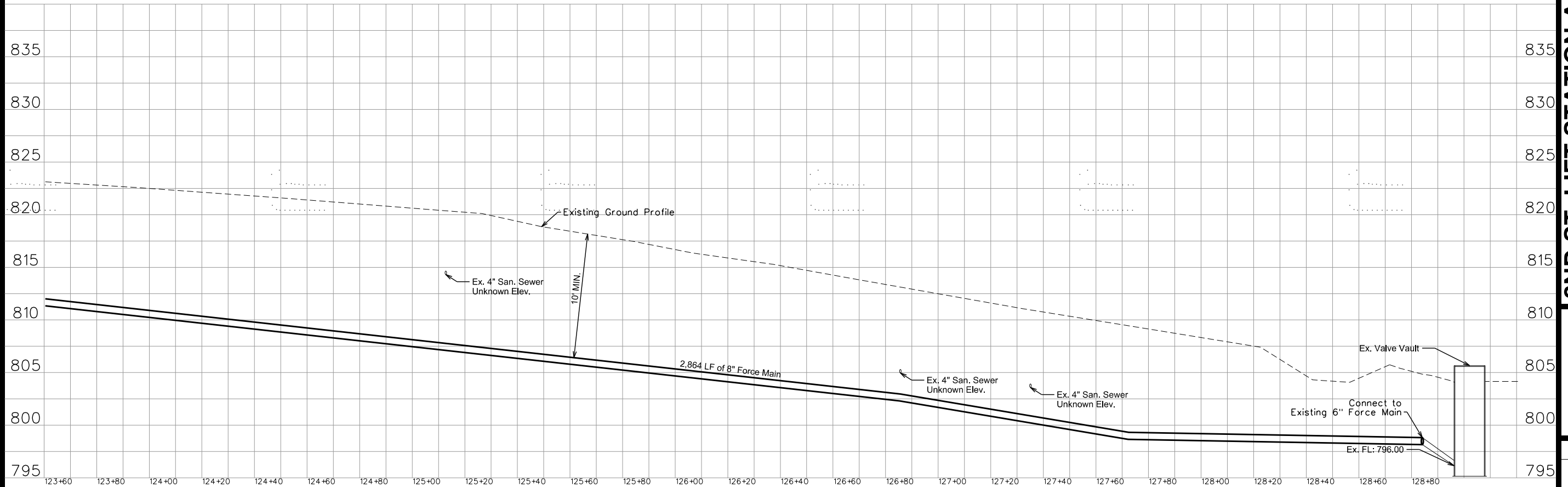
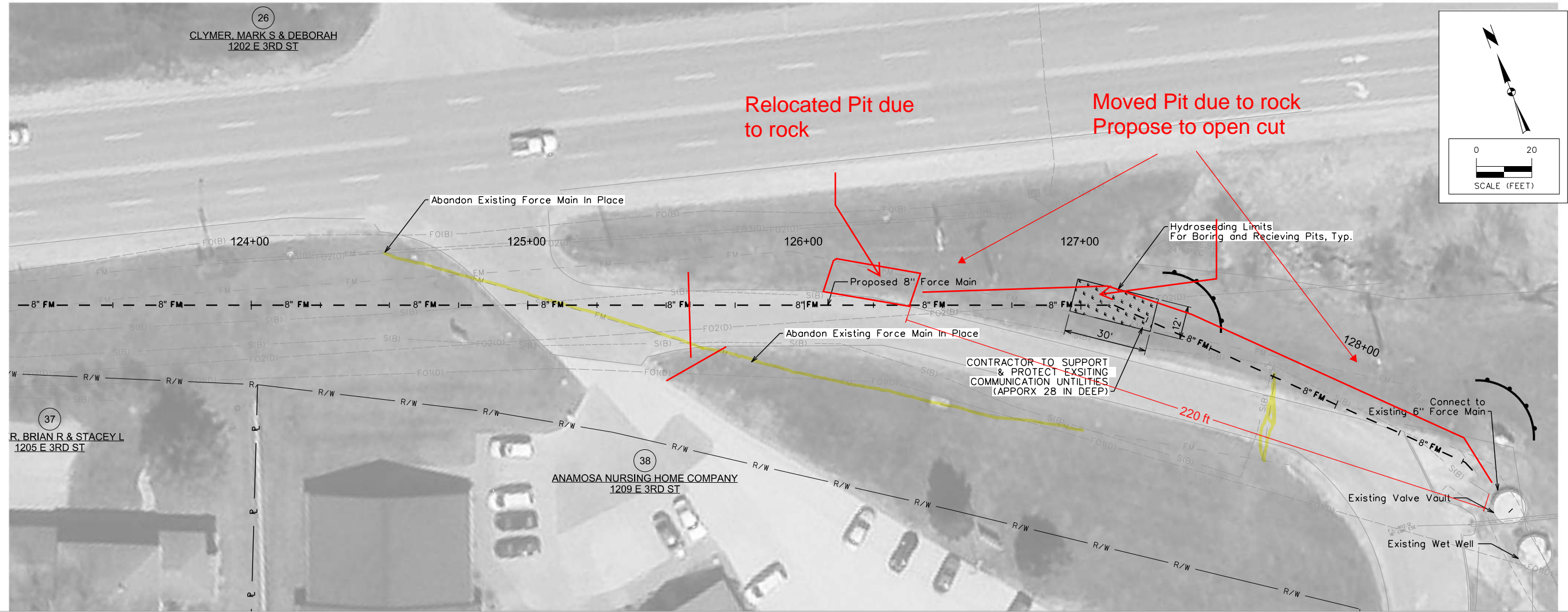
Estimator: Craig J. Tobin
319-929-6701 cjtobin@pirtobin.com

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Snyder
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8/9/2023
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MARK	REVISION	DATE	BY
Engineer:	DMS	10/25/2022	NAE
Checked By:	CJN	10/25/2022	NAE
Technician:			
Project No:	1211106	Sheet	M.26

2ND ST. LIFT STATION AND
SEWER SYSTEM IMPROVEMENTS PH.2

BURIED PIPE- SANITARY

ANAMOSA, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



**SNYDER
& ASSOCIATES**

Project No: 1211106

Sheet M.26



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

March 05, 2024
Project No: 191791
Invoice No: 172649
Invoice Total: \$2,228.50

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 February 23, 2024

Phase 2022 GIS Services Annual Renewal
Task 06 Cemetery Project

Professional Personnel

	Hours	Amount	
Senior Technician	7.00	1,190.00	
Junior Field Personnel	8.00	912.00	
Totals	15.00	2,102.00	
Total Labor			2,102.00

Unit Charges

Technology & Communication Charge	90.00	
Total Unit Charges	90.00	90.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,192.00	7,431.76	9,623.76
Limit			10,000.00
Remaining			376.24

Total this Task \$2,192.00

Task 09 Cemetary Project Phase 3

Professional Personnel

	Hours	Amount	
Senior Technician	.25	35.00	
Totals	.25	35.00	
Total Labor			35.00

Unit Charges

Technology & Communication Charge	1.50	
Total Unit Charges	1.50	1.50

Billing Limits

	Current	Prior	To-Date
Total Billings	36.50	16,504.50	16,541.00
Limit			59,000.00
Remaining			42,459.00

Project	191791	Anamosa, IA - GIS Services	Invoice	172649
Total this Task			\$36.50	
Total this Phase			\$2,228.50	
Total this Invoice			<u>\$2,228.50</u>	



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

March 05, 2024
Project No: 191791
Invoice No: 172650
Invoice Total: \$575.00

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

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

Professional Services Through February 23, 2024

Phase 2023 GIS Services Annual Renewal
Task 02 Water Department - Supplemental Services

Professional Personnel

	Hours	Amount
Senior Technician	1.50	255.00
Field Personnel	2.00	320.00
Totals	3.50	575.00
Total Labor		575.00

Billing Limits

	Current	Prior	To-Date
Total Billings	575.00	1,627.50	2,202.50
Limit			10,000.00
Remaining			7,797.50

Total this Task \$575.00

Total this Phase \$575.00

Total this Invoice \$575.00



City of Anamosa
107 South Ford Street
Anamosa, IA 52205

March 06, 2024
Project No: I191103
Invoice No: 2400093

Project I191103 Anamosa Downtown Revitalization Project Phase #2

Professional Services from February 01, 2024 to February 29, 2024

Task 600 Construction Administration

Professional Personnel

	Hours	Rate	Amount
Employee			
Hayward, Caitlyn	1.00	138.00	138.00
Jordan, Bethany	28.25	162.00	4,576.50
Totals	29.25		4,714.50
Total Labor			4,714.50

Billing Limits	Current	Prior	To-Date
Labor	4,714.50	13,515.00	18,229.50
Limit			35,000.00
Remaining			16,770.50

Total this Task \$4,714.50

Total this Invoice \$4,714.50



March 5, 2024

Jeremiah Hoyt, City Administrator
City of Anamosa
107 South Ford Street
Anamosa, IA 52205

RE: 2nd STREET LIFT STATION AND SEWER SYSTEM IMPROVEMENTS PHASE 2 –
PAY APPLICATION #3

Dear Mr. Hoyt, Mayor and City Council:

Enclosed for your review and approval is Pay Request No. 3 for the partial payment for construction with regards to the 2nd Street Lift Station and Sewer System Improvements Phase 2. This work includes installation of an air relief valve, remove and replace fire hydrant and removal of pavement at the East 2nd Street and South Linn Street intersection.

We have reviewed the pay request and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Application #3 in the amount of **\$107,981.75** to Pirc-Tobin Construction.

If there are any questions regarding this payment request or overall construction, feel free to contact me at (319) 362-9394.

Respectfully,

SNYDER & ASSOCIATES, INC.

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 Manager

Enclosure: Pirc-Tobin Construction Pay Application #3

cc: Craig Tobin – President, Pirc-Tobin Construction

AIA Type Document
Application and Certification for Payment

Pg 1 of 3

TO (OWNER): City of Anamosa
107 South Ford St
Anamosa, IA 52205

PROJECT: Anamosa 2nd St Lift Station

APPLICATION NO: 718230224

PERIOD TO: 3/1/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Pirc Tobin Construction
PO Box 160
2650 Old Quaas Rd.
Alburnett, IA 52202

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 10/23/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 676,784.50

2. Net Change by Change Orders\$ 5,949.02

3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 682,733.52

4. TOTAL COMPLETED AND STORED TO DATE\$ 333,442.27

5. RETAINAGE:

a. 5.00 % of Completed Work\$ 16,672.12

b. 0.00 % of Stored Material\$ 0.00

Total retainage (Line 5a + 5b)\$ 16,672.12

6. TOTAL EARNED LESS RETAINAGE\$ 316,770.15
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 208,788.40

8. CURRENT PAYMENT DUE\$ 107,981.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 365,963.37

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	5,949.02	0.00
Total approved this Month	0.00	0.00
TOTALS	5,949.02	0.00
NET CHANGES by Change Order	5,949.02	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Pirc Tobin Construction
PO Box 160 2650 Old Quaas Rd.
Alburnett, IA 52202

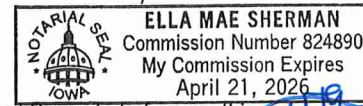
By:

Date:

3/04/2024

State of:

County of:



IMA
Linn

Subscribed and Sworn to before me this

Day of

March 2024

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 107,981.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

3/5/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:

By:

Date:

AIA Type Document
Application and Certification for Payment

Pg 2 of 3

TO (OWNER): City of Anamosa
107 South Ford St
Anamosa, IA 52205

PROJECT: Anamosa 2nd St Lift Station

APPLICATION NO: 718230224
PERIOD TO: 3/1/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Pirc Tobin Construction
PO Box 160
2650 Old Quaas Rd.
Alburnett, IA 52202

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 10/23/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Clearing And Grubbing	1.000	LSQ	\$2,500.00	\$2,500.00	1.0000	\$2,500.00	.0000	\$0.00	\$0.00	1.0000	\$2,500.00	100.00	\$0.00
2	Topsoil On Site	333.000	CY	\$20.00	\$6,660.00	.0000	\$0.00	3.0000	\$60.00	\$0.00	3.0000	\$60.00	.90	\$6,600.00
3	Subgrade Preparation	1,070.000	SY	\$3.25	\$3,477.50	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,477.50
4	Subbase Modified 12	1,070.000	SY	\$20.00	\$21,400.00	280.5000	\$5,610.00	.0000	\$0.00	\$0.00	280.5000	\$5,610.00	26.21	\$15,790.00
5	Compaction Testing	1.000	LSQ	\$2,000.00	\$2,000.00	.2000	\$400.00	.0000	\$0.00	\$0.00	.2000	\$400.00	20.00	\$1,600.00
6	Trench Foundation	10.000	TON	\$75.00	\$750.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$750.00
7	Replacement Of Unsuitable Backfill Materials	38.000	CY	\$60.00	\$2,280.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,280.00
8	Trench Compaction Testing	1.000	LSQ	\$500.00	\$500.00	.2000	\$100.00	.0000	\$0.00	\$0.00	.2000	\$100.00	20.00	\$400.00
9	Sanitary Sewer Gravity Main Trenchless HDPE 12	356.000	LF	\$200.00	\$71,200.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$71,200.00
10	Sanitary Sewer Force Main Trenchless 8	2,810.000	LF	\$75.00	\$210,750.00	1,368.0000	\$102,600.00	.0000	\$0.00	\$0.00	1,368.0000	\$102,600.00	48.68	\$108,150.00
11	Sewage Air Release Valve And Pit	1.000	EACH	\$17,500.00	\$17,500.00	.0000	\$0.00	1.0000	\$17,500.00	\$0.00	1.0000	\$17,500.00	100.00	\$0.00
12	Bypass Pumping	1.000	LSQ	\$5,000.00	\$5,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$5,000.00
13	Fire Hydrant Assembly	1.000	EACH	\$9,500.00	\$9,500.00	.0000	\$0.00	1.0000	\$9,500.00	\$0.00	1.0000	\$9,500.00	100.00	\$0.00
14	Fire Hydrant Assembly Removal	1.000	EACH	\$1,000.00	\$1,000.00	.0000	\$0.00	1.0000	\$1,000.00	\$0.00	1.0000	\$1,000.00	100.00	\$0.00
15	Sanitary Sewer Manhole 48 Depth 10 15	2.000	EACH	\$8,500.00	\$17,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$17,000.00
16	Sanitary Sewer Manhole 48 Depth 15 20	1.000	EACH	\$11,500.00	\$11,500.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$11,500.00
17	Remove Manhole	3.000	EACH	\$2,000.00	\$6,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,000.00
18	Pavement PCC 7	964.000	SY	\$72.50	\$69,890.00	246.3000	\$17,856.75	.0000	\$0.00	\$0.00	246.3000	\$17,856.75	25.55	\$52,033.25
19	Removal Of Sidewalk	85.000	SY	\$20.00	\$1,700.00	.0000	\$0.00	85.0000	\$1,700.00	\$0.00	85.0000	\$1,700.00	100.00	\$0.00
20	Sidewalk PCC 4	54.000	SY	\$100.00	\$5,400.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$5,400.00
21	Sidewalk PCC 6	31.000	SY	\$105.00	\$3,255.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,255.00
22	Detectable Warning	64.000	SF	\$60.00	\$3,840.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$3,840.00
23	Full Depth Patches PCC	120.000	SY	\$135.00	\$16,200.00	38.1000	\$5,143.50	.0000	\$0.00	\$0.00	38.1000	\$5,143.50	31.75	\$11,056.50
24	Full Depth Patches HMA	100.000	SY	\$115.00	\$11,500.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$11,500.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 3

TO (OWNER): City of Anamosa
107 South Ford St
Anamosa, IA 52205

PROJECT: Anamosa 2nd St Lift Station

APPLICATION NO: 718230224
PERIOD TO: 3/1/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Pirc Tobin Construction
PO Box 160
2650 Old Quaas Rd.
Alburnett, IA 52202

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 10/23/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
25	Pavement Removal	964.000	SY	\$10.00	\$9,640.00	251.0000	\$2,510.00	713.0000	\$7,130.00	\$0.00	964.0000	\$9,640.00	100.00	\$0.00
26	Painted Pavement Markings Solvent Water Borne	1.800	ST	\$315.00	\$567.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$567.00
27	Temporary Traffic Control	1.000	LSQ	\$7,500.00	\$7,500.00	.5000	\$3,750.00	.5000	\$3,750.00	\$0.00	1.0000	\$7,500.00	100.00	\$0.00
28	Hydraulic Seeding Seeding Fertilizing And Mulching	.310	ACRE	\$20,000.00	\$6,200.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,200.00
29	SWPPP Management	1.000	LSQ	\$2,500.00	\$2,500.00	.1500	\$375.00	.0000	\$0.00	\$0.00	.1500	\$375.00	15.00	\$2,125.00
30	Filter Sock 12	850.000	LF	\$3.00	\$2,550.00	86.0000	\$258.00	.0000	\$0.00	\$0.00	86.0000	\$258.00	10.12	\$2,292.00
31	Filter Socks Removal	850.000	LF	\$0.10	\$85.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$85.00
32	Inlet Protection Device Drop In	2.000	EACH	\$200.00	\$400.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$400.00
33	Inlet Protection Device Maintenance	2.000	EACH	\$20.00	\$40.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$40.00
34	Mobilization	1.000	LSQ	\$145,000.00	\$145,000.00	.5000	\$72,500.00	.5000	\$72,500.00	\$0.00	1.0000	\$145,000.00	100.00	\$0.00
35	Concrete Washout	1.000	LSQ	\$1,500.00	\$1,500.00	.1500	\$225.00	.3500	\$525.00	\$0.00	.5000	\$750.00	50.00	\$750.00
Change Order #1														
914	Repair 24" RCP Near Rosemary Intersection	1.000	LSQ	\$3,523.77	\$3,523.77	1.0000	\$3,523.77	.0000	\$0.00	\$0.00	1.0000	\$3,523.77	100.00	\$0.00
915	Repair 24" HDPE Pipe East of Rosemary Intersection	1.000	LSQ	\$2,425.25	\$2,425.25	1.0000	\$2,425.25	.0000	\$0.00	\$0.00	1.0000	\$2,425.25	100.00	\$0.00
Change Order #1 - TOTAL					\$5,949.02		\$5,949.02		\$0.00	\$0.00		\$5,949.02		\$0.00
REPORT TOTALS					\$682,733.52		\$219,777.27		\$113,665.00			\$333,442.27		
										\$0.00				