



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, MAY 27, 2025 – 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/86089851793>
Meeting ID: 860 8985 1793
Passcode: Anamosa

Join by Telephone
+1 312 626 6799 US
Meeting ID: 860 8985 1793
Passcode: 7681616

*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 May 12, 2025 – Regular Session.
 - b) Current bills.
 - c) Liquor licenses.
 - d) Noise/street closure permit applications.
- 4.0) **Public Hearings:**
 - 4.1) **Public Hearing** – Accepting bids and awarding the contract, in accordance with approved plans and specifications, for the Ford & Huber Sanitary Sewer Replacement Project.
 - a) *Mayor opens the public hearing – Proceedings for discussion.*
 - b) *Mayor closes the public hearing.*
 - 4.2) **Resolution 2025-24** – Accepting bids and awarding the contract for the Ford & Huber Sanitary Sewer Project. **Roll Call.**
 - 4.3) **Public Hearing** – Public Hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.
 - a) *Mayor opens the public hearing – Proceedings for discussion.*
 - b) *Mayor closes the public hearing.*
 - 4.4) **Resolution 2025-25** – Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. **Roll Call.**
 - 4.5) **Public Hearing** – Vacation and conveyance of City right-of-way, located adjacent to the west of 105 W. 5th St.
 - a) *Mayor opens the public hearing – Proceedings for discussion.*
 - b) *Mayor closes the public hearing.*
 - 4.6) **Resolution 2025-26** – Approving the proposed vacation and conveyance of City right-of-way, located adjacent to the west of 105 W. 5th Street. **Roll Call.**
 - 4.7) **Public Hearing** – FY25 Budget Amendment.
 - a) *Mayor opens the public hearing – Proceedings for discussion.*
 - b) *Mayor closes the public hearing.*
 - 4.8) **Resolution 2025-27** – Adopting the annual budget amendment for fiscal year ending June 30, 2025. **Roll Call.**
- 5.0) **Proclamations: (None)**
- 6.0) **Postponed Items/Unfinished Business:**
 - 6.1) **Resolution 2025-28** – Setting the date for a joint City/County Meeting to discuss the Dillon Military Bridge.
- 7.0) **Council Action Items:**
 - 7.1) **Presentation** – Cultivate Anamosa (Aaron Zumbach).
 - 7.2) **Resolution 2025-29** – Approving the appointment of David Gregory to the Library Board of Trustees, to fill the term ending June 30, 2028. **Roll Call.**
 - 7.3) **Resolution 2025-30** – Supporting the Submission of an Iowa Economic Development Authority (IEDA) Application to the Workforce Housing Tax Credit Program, by Forge, Inc. **Roll Call.**
 - 7.4) **Discussion & Possible Action** – Hearing to appeal the designation and removal of a dangerous/vicious/aggressive animal (Aubrie Watkins/Renee Vargas).
 - 7.5) **Discussion & Possible Action** – Selecting a contractor and proceeding with the replacement of the retaining wall at the Lawrence Community Center. (Cale Yoder, Parks & Recreation Director).
 - 7.6) **Discussion & Possible Action** – Selecting a contractor and proceeding with the installation of a catwalk at the Wastewater Plant. (Steve Agnitsch, Public Utilities Superintendent).

CITY OF ANAMOSA - CITY COUNCIL AGENDA – REGULAR SESSION

- 7.7) Review & Approve** – Contract with Martin Gardner Architecture, P.C. for Phase 3 of the Downtown Revitalization Project.

- 8.0) City Administrator's Report**

- 9.0) Mayor & Council Reports**

- 9.1)** Mayor's report

- 9.2)** Council reports

- 10.0) Public Comment For Items Not On The Agenda**

- 11.0) Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS

May 12, 2025

The City Council of the City of Anamosa met in Regular Session May 12, 2025, at the Anamosa Library and Learning Center at 6:00 P.M. with Mayor Rod Smith presiding. The following council members were present: Rich Crump, Kay Smith, Todd Weimer, and Dan Smith. Absent: Brooke Gombert and Teresa Tuetken. Also present were Jeremiah Hoyt, City Administrator and Kaylee Palmer, Deputy City Clerk.

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

Motion by Crump, seconded by K. Smith approving the consent agenda items: Minutes of 4/21/25, liquor licenses, and current bills. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump approving the purchase of four stone blocks to place in the middle of the roundabout to prevent motor vehicle traffic from traveling through the center. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by D. Smith, seconded by Weimer approving the replacement of the sidewalk at 306 N Davis Street. Ayes-D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by D. Smith approving the scheduling of a joint session between the Board of Supervisors and the City of Anamosa to discuss the Dillon Military Bridge options and how to proceed. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump to postpone action on the Anamosa Sidewalk Program until contracts can be reviewed and discussed. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Crump, seconded by Weimer approving Resolution 2025-16 setting May 27, 2025, as the date for the public hearing for the Ford and Huber Sanitary Replacement Project. Roll vote: Ayes- Crump, K. Smith, Weimer, D. Smith. Nays- none. Motion carried.

Motion by Weimer, seconded by D. Smith approving Resolution 2025-19 setting May 27, 2025, as the date for the public hearing regarding the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money in a principal amount not to exceed

\$3,181,000.00. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by K. Smith, seconded by Crump approving Resolution 2025-20 setting May 27, 2025, as the date for the public hearing on the proposed Vacation and Conveyance of the city right of way, located adjacent to the west of 105 W 5th Street. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by K. Smith, seconded by Crump approving Resolution 2025-21 authorizing the City Clerk to record and make the appropriate interfund transfers of sums for FY2025. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by Crump, seconded by Weimer approving Resolution 2025-22 setting May 27, 2025, as the date for the public hearing to amend the current City budget for Fiscal Year ending June 30, 2025. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving Resolution 2025-23 setting the wages of the seasonal Part-Time Parks & Recreation employees for the 2025 summer season. Roll vote: Ayes- Crump, K. Smith, Weimer, D. Smith. Nays- none. Motion carried.

Motion by K. Smith, seconded by D. Smith approving the resignation of City Clerk, Jeana Less-David. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by Crump, seconded by Weimer approving the Site Plan Review for the Jones County public storage facility. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by K. Smith, seconded by D. Smith approving the 28E Agreement between the City of Anamosa and Jones County to complete the County Road X31 Project. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by K. Smith, seconded by D. Smith approving the authorization to proceed with the recruitment and hiring of a Temporary Full-Time Public Utilities employee. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by D. Smith, seconded by Crump approving the Standard Operating Procedures of the Anamosa Police Department pertaining to the School Resource Officer Program. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays- none. Motion carried.

Motion by Crump, seconded K. Smith approving the pay request from Schneider Insurance, in the amount of \$400,227.89, for the City's annual insurance renewal. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Motion by D. Smith, seconded by Weimer approving the pay request from 8 Finger HVAC, in the amount of \$5,300.00 to replace the furnace at the Anamosa Fire Department. Roll vote: Ayes- Weimer, D. Smith, K. Smith. Nays- Crump. Motion carried.

Motion by Weimer, seconded by D. Smith approving the pay request not to exceed \$20,597.00, to purchase a digital marquee at the Lawrence Community Center. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by K. Smith, seconded by Crump approving the pay request from Musco Sports Lighting, in the amount of \$5,200.00, to repair the lights at the old softball field. Roll vote: Ayes- Crump, K. Smith, Weimer, D. Smith. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving the pay request from Carrico Aquatic Resources, in the amount of \$5,805.21, for the required pool treatment chemicals at the Aqua Court. Roll vote: Ayes- D. Smith, Crump, K. Smith, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving the pay request from Push-Pedal-Pull in the amount of \$11,202.00, for two replacement treadmills at Lawrence Community Center. Roll vote: Ayes- Weimer, D. Smith, Crump, K. Smith. Nays-none. Motion carried.

Motion by Crump, seconded by K. Smith approving the Consent Agenda pay requests totaling \$1,047,973.52. Roll vote: Ayes- K. Smith, Weimer, D. Smith, Crump. Nays- none. Motion carried.

Mayor Smith turned the floor over to Jeremiah Hoyt for the City Administrator's report. Hoyt wanted to thank everyone who attended the Comprehensive Plan Meeting. It had a great turn out.

Mayor Smith opened the floor to public comment for items not on the agenda.

Tom Durgin, a downtown property owner, would like Jones County Economic to fix the sign regarding the Downtown Façade Improvement Project.

Steve Agnitsch, Public Utilities Director, would like everyone to drive by the Wastewater Plant to see the construction of the Flow EQ Basin.

Meeting adjourned at 7:51 P.M.

Rod Smith, Mayor

ATTEST:

Jeremiah Hoyt, City Administrator



City of Anamosa, IA

Expense Approval Report By Fund

Post Dates 5/13/2025 - 5/27/2025

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
COLLECTION SERVICES CENTER	05/23/2025	COLLECTION SERVICES	001-000-2204	257.55
CITY OF ANAMOSA	05/23/2025	FLEXIBLE - CHILDCARE	001-000-2204	134.62
CITY OF ANAMOSA	05/23/2025	FLEX - MEDICAL	001-000-2204	204.38
IPERS COLLECTIONS	05/23/2025	IPERS	001-000-2203	7,128.16
IPERS COLLECTIONS	05/23/2025	IPERS	001-000-2203	3,526.66
941 TAX EFT PAYMENT	05/23/2025	MEDICARE TAX	001-000-2206	2,053.80
941 TAX EFT PAYMENT	05/23/2025	SOCIAL SECURITY TAX	001-000-2202	8,781.92
941 TAX EFT PAYMENT	05/23/2025	FEDERAL TAX	001-000-2200	5,254.30
TREASURER STATE OF IOWA	05/23/2025	STATE TAX	001-000-2201	2,113.39
Department 000 - 000 Total:				29,454.78
Department: 110 - POLICE				
ST. LUKES WORK WELL SOLUT...	05/27/2025	MRO SERVICE & DRUG SCREEN	001-110-6412	45.00
ALLIANT ENERGY	05/27/2025	ELECTRICITY	001-110-6371	486.60
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	001-110-6370	94.94
LYNCH DALLAS, P.C.	05/27/2025	GENERAL LEGAL MATTERS - PD	001-110-6411	100.00
LYNCH DALLAS, P.C.	05/27/2025	NUISANCE ENFORCEMENT	001-110-6411	140.00
IOWA PRISON INDUSTRIES	05/27/2025	FURNANCE FILTERS	001-110-6540	45.60
AUTOMOTIVE SERVICES	05/27/2025	TIRES & SERVICE	001-110-6474	350.04
JONES COUNTY SOLID WASTE...	05/27/2025	DEMO DISPOSAL	001-110-6461	3,970.85
AUXIANT	05/27/2025	SELF FUNDED INSURANCE	001-110-6155	90.48
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	001-110-6373	164.80
AUXIANT	05/27/2025	SELF FUNDED INSURANCE	001-110-6155	139.50
VISA	05/19/2025	NOTARY RENEWAL	001-110-6430	30.00
VISA	05/19/2025	AMAZON	001-110-6504	47.46
VISA	05/19/2025	WAL-MART	001-110-6535	75.25
VISA	05/19/2025	PAPER	001-110-6535	49.97
VISA	05/19/2025	DOLLAR GENERAL	001-110-6535	10.00
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	001-110-6155	76.00
Department 110 - POLICE Total:				5,916.49
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
AUXIANT	05/27/2025	SELF FUNDED INSURANCE	001-210-6155	4,381.94
AUXIANT	05/27/2025	SELF FUNDED INSURANCE	001-210-6155	546.44
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	001-210-6155	47.50
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				4,975.88
Department: 290 - SOLID WASTE				
JONES COUNTY SOLID WASTE...	05/27/2025	TIRE DISPOSAL	001-290-6460	420.00
JONES COUNTY SOLID WASTE...	05/27/2025	TIRE DISPOSAL	001-290-6460	130.00
JONES COUNTY SOLID WASTE...	05/27/2025	LANDFILL FEES	001-290-6460	5,312.50
Department 290 - SOLID WASTE Total:				5,862.50
Department: 612 - CITY ADMINISTRATOR				
VISA	05/19/2025	ICMA MEMBERSHIP RENEWAL	001-612-6430	532.00
VISA	05/19/2025	ISU REGISTRATION	001-612-6445	384.00
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	001-612-6155	9.50
Department 612 - CITY ADMINISTRATOR Total:				925.50
Department: 622 - SUPPORT ADMINISTRATION				
ANAMOSA JOURNAL-EUREKA	05/27/2025	LEGALS	001-622-6414	119.10
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	001-622-6373	224.60
FIDELITY BANK & TRUST	05/19/2025	SAFE DEPOSIT BOX RENTAL	001-622-6530	50.00
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	001-622-6155	19.00
Department 622 - SUPPORT ADMINISTRATION Total:				412.70

Expense Approval Report

Post Dates: 5/13/2025 - 5/27/2025

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Department: 640 - CITY ATTORNEY				
LYNCH DALLAS, P.C.	05/27/2025	GENERAL LEGAL SERVICES - CH	001-640-6455	1,560.00
LYNCH DALLAS, P.C.	05/27/2025	HR LEGAL SERVICES CH	001-640-6455	260.00
LYNCH DALLAS, P.C.	05/27/2025	WESTLAW LEGAL RESEARCH - ...	001-640-6455	40.00
LYNCH DALLAS, P.C.	05/27/2025	MILEAGE	001-640-6455	37.80
LYNCH DALLAS, P.C.	05/27/2025	HR LEGAL SERVICES - CITY HALL	001-640-6455	260.00
Department 640 - CITY ATTORNEY Total:				2,157.80
Department: 650 - CITY HALL				
ALLIANT ENERGY	05/27/2025	ELECTRICITY	001-650-6371	276.96
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	001-650-6370	274.05
DRJ GROUP LLC	05/27/2025	FIRE EXT. MAINT. & SERVICE	001-650-6475	243.00
Department 650 - CITY HALL Total:				794.01
Fund 001 - GENERAL FUND Total:				50,499.66
Fund: 015 - FIRE SERVICE				
Department: 150 - FIRE DEPARTMENT				
MACQUEEN EQUIPMENT	05/27/2025	REFLECTIVE HEMLET STICKERS	015-150-6470	22.15
MACQUEEN EQUIPMENT	05/27/2025	WOMENS FIRE DEPT	015-150-6470	560.53
MACQUEEN EQUIPMENT	05/27/2025	REFLECTIVE HELMET STICKERS	015-150-6470	58.10
MACQUEEN EQUIPMENT	05/27/2025	LEATHER SHIELD	015-150-6470	125.00
ALLIANT ENERGY	05/27/2025	ELECTRICITY	015-150-6371	392.60
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	015-150-6370	241.75
HEIMAN FIRE EQUIPMENT, IN...	05/27/2025	PRO PACK LID	015-150-6470	114.92
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	015-150-6373	139.85
CENTURYLINK	05/27/2025	PHONE BILL	015-150-6373	181.66
Department 150 - FIRE DEPARTMENT Total:				1,836.56
Fund 015 - FIRE SERVICE Total:				1,836.56
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
CENTER POINT LARGE PRINT	05/19/2025	LARGE PRINT BOOKS	041-410-6501	459.03
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	234.03
FOLLETT	05/19/2025	AWARD BOOKS	041-410-6501	318.38
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	130.27
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	299.90
BLADE PEST MANAGEMENT L...	05/19/2025	PEST CONTROL	041-410-6475	70.00
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	59.40
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	99.36
ABSOLUTE SCIENCE	05/19/2025	FOAM CANNON	041-410-6537	375.00
PLAYAWAY PRODUCTS LLC	05/19/2025	WONDERBOOKS	041-410-6501	565.90
GROUT MUSEUM DISTRICT	05/19/2025	OUTREACH PROGRAM & TRA...	041-410-6537	317.95
ORIENTAL TRADING CO, INC	05/19/2025	LANYARDS SRP	041-410-6537	188.88
SWANK MOVIE LICENSING USA	05/19/2025	MOVIE LICENSING	041-410-6537	130.00
PLAYAWAY PRODUCTS LLC	05/19/2025	WONDERBOOKS	041-410-6501	56.99
ALLIANT ENERGY	05/27/2025	ELECTRICITY	041-410-6371	1,380.82
BAKER & TAYLOR	05/19/2025	BOOKS	041-410-6501	34.40
VISA	05/19/2025	BOOKS	041-410-6501	27.00
VISA	05/19/2025	AUDIOBOOKS	041-410-6501	24.45
VISA	05/19/2025	BOOKS	041-410-6501	19.99
VISA	05/19/2025	BOOKS	041-410-6501	13.99
VISA	05/19/2025	DVDS	041-410-6501	138.27
VISA	05/19/2025	AUDIOBOOKS	041-410-6501	104.59
VISA	05/19/2025	DVDS	041-410-6501	69.94
VISA	05/19/2025	TRASHBAGS	041-410-6535	54.48
VISA	05/19/2025	CANDY	041-410-6537	8.34
VISA	05/19/2025	SHEETS	041-410-6537	18.94
VISA	05/19/2025	EVENT SUPPLIES	041-410-6537	28.30
VISA	05/19/2025	INTEREST	041-410-6553	23.88
VISA	05/19/2025	FINANCE CHARGE	041-410-6553	40.00
DEMCO	05/19/2025	BOOK JACKET & LABELS	041-410-6531	147.94
OFFICE EXPRESS	05/19/2025	WAXED LINERS	041-410-6535	49.76

Expense Approval Report

Post Dates: 5/13/2025 - 5/27/2025

Vendor Name	Post Date	Description (Item)	Account Number	Amount
EDWARDS SANITATION	05/19/2025	JUNE & JULY SANITATION SER...	041-410-6475	49.50
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	041-410-6155	28.50
Department 410 - LIBRARY Total:				5,568.18
Fund 041 - LIBRARY FUND Total:				5,568.18

Fund: 043 - PARKS & RECREATION

Department: 430 - RECREATION

PLAY IT AGAIN SPORTS	05/27/2025	AGILITY CONE SET	043-430-6531	24.99
GLOBAL PAYMENTS INTEGRA...	05/27/2025	PROCESSING FEES	043-430-6471	349.16
VISA	05/19/2025	EASTER EGG HUNT	043-430-6490	37.15
VISA	05/19/2025	EASTER EGG HUNT	043-430-6490	87.03
VISA	05/19/2025	EASTER EGG HUNT	043-430-6490	104.10
VISA	05/19/2025	SOCCER	043-430-6531	31.76
VISA	05/19/2025	SOCCER	043-430-6531	26.85
VISA	05/19/2025	TONER	043-430-6535	89.92
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	58.50
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	58.00
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	201.50
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	130.00
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	195.00
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	195.00
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	78.00
ALLIANT ENERGY	05/27/2025	ELECTRICITY	043-430-6371	569.91
GEHL LAWN SERVICE/MICHAEL	05/27/2025	WEED CONTROL	043-430-6310	525.00
PLAY IT AGAIN SPORTS	05/27/2025	BASE PLUGS	043-430-6475	110.40
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	946.00
COTTON GALLERY	05/27/2025	BASEBALL JERSEYS	043-430-6531	375.00
SELECT SERVICE PUMPING	05/27/2025	PORTABLE RESTROOMS	043-430-6520	165.00
SELECT SERVICE PUMPING	05/27/2025	PORTABLE RESTROOMS	043-430-6520	1,642.50
GEHL LAWN SERVICE/MICHAEL	05/27/2025	FERTILIZER MONROE	043-430-6310	100.00
GEHL LAWN SERVICE/MICHAEL	05/27/2025	FERTILIZER FOUNTAIN PARK	043-430-6310	85.00
WHITE FRONT FEED & SEED	05/27/2025	FIELD CHALK	043-430-6531	266.00
JOHN DEERE FINANCIAL	05/27/2025	PIPE	043-430-6475	6.18
JOHN DEERE FINANCIAL	05/27/2025	BILL CARLSON FIELD	043-430-6475	70.53
HANSEN/AUSTIN	05/27/2025	SOCCER REFEREE	043-430-6531	80.00
BOWMAN/DAYTON	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
EMBREE/HADLEY	05/27/2025	SOCCER REFEREE	043-430-6531	80.00
EIBEN/AUTUMN	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
SCHMIEG/JENNA	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
ANSELMO-EASTERLY/KHLOE	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
PETSCH/NOLAN	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
BOHLKEN/JENNA	05/27/2025	SOCCER REFEREE	043-430-6531	60.00
ARNOLD MOTOR SUPPLY, LLP	05/27/2025	2005 DODGE RAM 2500	043-430-6550	266.68
ARNOLD MOTOR SUPPLY, LLP	05/27/2025	2005 DODGE RAM 25000	043-430-6550	56.79
JOHN DEERE FINANCIAL	05/27/2025	ROUNDUP	043-430-6532	28.95
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	043-430-6155	9.50
Department 430 - RECREATION Total:				7,410.40
Fund 043 - PARKS & RECREATION Total:				7,410.40

Fund: 044 - AQUA COURT

Department: 440 - AQUA COURT

ALLIANT ENERGY	05/27/2025	ELECTRICITY	044-440-6371	102.66
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	044-440-6370	50.77
KLINGER PAINT COMPANY	05/27/2025	POOL PAINT	044-440-6540	853.99
CENTRAL IOWA DISTRIBUTING	05/27/2025	CLEANING SUPPLIES-AC	044-440-6541	217.00
TOWN & COUNRTY WHOLESAS...	05/27/2025	POOL CONCESSIONS	044-440-6546	1,947.82
TOWN & COUNRTY WHOLESAS...	05/27/2025	POOL CONCESSIONS	044-440-6546	31.68
MOUNT VERNON CONSTRUCT...	05/27/2025	POOL CAULK	044-440-6490	446.00
ATLANTIC COCA-COLA	05/27/2025	POOL CONCESSIONS	044-440-6546	730.46

Expense Approval Report

Post Dates: 5/13/2025 - 5/27/2025

Vendor Name	Post Date	Description (Item)	Account Number	Amount
CENTURYLINK	05/27/2025	PHONE BILL	044-440-6373	19.20
Department 440 - AQUA COURT Total:				4,399.58
Fund 044 - AQUA COURT Total:				4,399.58

Fund: 046 - LAWRENCE COMMUNITY CENTER FUND

Department: 460 - LAWRENCE COMMUNITY CENTER

PUSH PEDAL PULL	05/27/2025	PRECOR TRM 631 TREADMILL	046-460-6521	11,202.00
VISA	05/19/2025	WIRE	046-460-6475	355.42
VISA	05/19/2025	ETHERNET CABLE	046-460-6475	179.95
VISA	05/19/2025	DOOR HANDLE	046-460-6540	25.99
VISA	05/19/2025	CLEANING SUPPLIES	046-460-6541	17.96
ALLIANT ENERGY	05/27/2025	ELECTRICITY	046-460-6371	1,065.13
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	046-460-6370	290.39
JOHN DEERE FINANCIAL	05/27/2025	LCC FLOWERS	046-460-6540	32.97
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	046-460-6373	184.90
ATLANTIC COCA-COLA	05/27/2025	LCC VENDING SUPPLIES	046-460-6546	214.42
CENTURYLINK	05/27/2025	PHONE BILL	046-460-6373	99.67
Department 460 - LAWRENCE COMMUNITY CENTER Total:				13,668.80
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				13,668.80

Fund: 110 - ROAD USE TAX

Department: 211 - Public Services - community betterment

ALLIANT ENERGY	05/27/2025	ELECTRICITY	110-211-6371	405.87
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	110-211-6370	95.81
ZACH'S TOOLS LLC	05/27/2025	WRENCH SET	110-211-6470	58.00
RECREATIONAL MOTOR SPOR...	05/27/2025	MOWER BLADES	110-211-6470	116.46
JOHN DEERE FINANCIAL	05/27/2025	YELLOW SPRAY PAINT	110-211-6543	31.96
BANOWETZ LUMBER COMPA...	05/27/2025	FLAG CLIPS	110-211-6543	19.97
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	110-211-6373	104.90
VISA	05/19/2025	GARAGE DOOR OPENERS & KI...	110-211-6530	239.80
VISA	05/19/2025	HDMI CABLE	110-211-6530	14.60
VISA	05/19/2025	4 TON JACK	110-211-6530	239.99
JOHN DEERE FINANCIAL	05/27/2025	MISC GARDEN SUPPLIES	110-211-6530	201.94
JOHN DEERE FINANCIAL	05/27/2025	SHIRTS & BOOTS	110-211-6181	199.97
ACME TOOLS	05/27/2025	WEEDEATERS	110-211-6504	399.98
Department 211 - Public Services - community betterment Total:				2,129.25
Fund 110 - ROAD USE TAX Total:				2,129.25

Fund: 116 - SENIOR CENTER

Department: 399 - 399

DRJ GROUP LLC	05/27/2025	FIRE EXT. MAINT. & SERVICE	116-399-6482	129.85
Department 399 - 399 Total:				129.85
Fund 116 - SENIOR CENTER Total:				129.85

Fund: 122 - LOCAL OPTION TAX 65%

Department: 210 - ROADS, BRIDGES, SIDEWALKS

ALLIANT ENERGY	05/27/2025	ELECTRICITY	122-210-6372	6,349.76
MAQUOKETA VALLEY ELECTRI...	05/27/2025	INDUSTRIAL PARK LIGHTS	122-210-6372	64.95
MAQUOKETA VALLEY ELECTRI...	05/27/2025	ROUNDAABOUT LIGHTS	122-210-6372	51.74
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				6,466.45

Department: 410 - LIBRARY

MIDWEST TAPE LLC	05/19/2025	HOOPLA	122-410-6725	149.15
GRAYBILL COMMUNICATIONS	05/19/2025	SURVEILLANCE CAMERAS & L...	122-410-6727	4,396.00
KONICA PREMIER FINANCE	05/19/2025	COPIER LEASE	122-410-6727	239.73
Department 410 - LIBRARY Total:				4,784.88

Department: 430 - RECREATION

FOCUS DIGITAL DISPLAYS	05/27/2025	LCC DIGITAL DISPLAY	122-430-6799	7,500.00
Department 430 - RECREATION Total:				7,500.00

Expense Approval Report

Post Dates: 5/13/2025 - 5/27/2025

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Department: 622 - SUPPORT ADMINISTRATION				
TODD MOORE	05/15/2025	ELM & HICKORY SEWER PROJ...	122-622-6722	4.00
Department 622 - SUPPORT ADMINISTRATION Total:				4.00
Fund 122 - LOCAL OPTION TAX 65% Total:				18,755.33
Fund: 600 - WATER FUND				
Department: 810 - 810				
ALLIANT ENERGY	05/27/2025	ELECTRICITY	600-810-6371	10,322.08
WATER SOLUTIONS UNLIMITED	05/27/2025	BLEACH/HMO	600-810-6501	3,461.97
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	600-810-6370	671.83
CHEM RIGHT LABORATORIES ...	05/27/2025	MAY BAC T	600-810-6470	110.00
ARNOLD MOTOR SUPPLY, LLP	05/27/2025	TRAILER PARTS	600-810-6455	13.55
C.J. COOPER & ASSOCIATES, I...	05/27/2025	SCREENING	600-810-6412	130.00
TREASURER STATE OF IOWA	05/27/2025	WET TAX	600-810-6491	4,402.76
DRJ GROUP LLC	05/27/2025	FIRE EXT SERVICCE	600-810-6553	107.00
J&R SUPPLY	05/27/2025	GATE VALVE AND BOXES	600-810-6782	3,890.00
US POSTMASTER	05/15/2025	UB POSTAGE	600-810-6508	394.84
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	600-810-6373	134.90
J&R SUPPLY	05/27/2025	WELL 4 VALVE	600-810-6555	995.00
AUXIANT	05/27/2025	SELF FUNDED INSURANCE	600-810-6155	448.74
VISA	05/19/2025	WATER TESTING	600-810-6445	63.04
VISA	05/19/2025	FLUSHING SUPPLIES	600-810-6501	617.22
VISA	05/19/2025	OIL FOR HYDRANTS	600-810-6530	112.45
VISA	05/19/2025	BOOTS	600-810-6530	159.99
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	600-810-6155	28.50
Department 810 - 810 Total:				26,063.87
Fund 600 - WATER FUND Total:				26,063.87
Fund: 610 - WASTEWATER FUND				
Department: 815 - 815				
CHEM RIGHT LABORATORIES ...	05/27/2025	ECOLI TEST	610-815-6479	26.00
ALLIANT ENERGY	05/27/2025	ELECTRICITY	610-815-6371	9,682.90
BLACK HILLS ENERGY	05/27/2025	GAS UTILITY	610-815-6370	922.98
CHEM RIGHT LABORATORIES ...	05/27/2025	ECOLI TEST	610-815-6479	26.00
TEST INC / QC ANALYTICAL SE...	05/27/2025	APRIL TESTING	610-815-6479	1,238.00
LINN CO-OP OIL CO.	05/27/2025	GAS	610-815-6551	1,257.94
TREASURER STATE OF IOWA	05/27/2025	SALES TAX	610-815-6491	733.64
TREASURER STATE OF IOWA	05/27/2025	SALES TAX	610-815-6493	122.27
JOHN DEERE FINANCIAL	05/27/2025	TUBING	610-815-6554	19.99
US POSTMASTER	05/15/2025	UB POSTAGE	610-815-6508	394.84
IOWA DEPT OF NATURAL RES...	05/27/2025	ALLEY SEWER PERMIT	610-815-6553	101.50
MAQUOKETA VALLEY ELECTRI...	05/27/2025	PHONE/INTERNET	610-815-6373	149.85
VISA	05/19/2025	DNR FEES FORD & HUBER	610-815-6553	104.04
VISA	05/19/2025	WWTP PERMIT RENEWAL	610-815-6553	88.66
VISA	05/19/2025	CLR FOR UV SYSTEM	610-815-6554	403.29
VISA	05/19/2025	LABEL TAPE	610-815-6554	21.88
VISA	05/19/2025	WINDOW TINT	610-815-6554	13.77
DUBUQUE METROPOLITAN A...	05/27/2025	DEBRIS DISPOSAL	610-815-6553	90.00
AUXIANT	05/27/2025	MONTHLY INSURANCE PREMI...	610-815-6155	19.00
Department 815 - 815 Total:				15,416.55
Fund 610 - WASTEWATER FUND Total:				15,416.55
Grand Total:				145,878.03

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	50,499.66	35,893.82
015 - FIRE SERVICE	1,836.56	0.00
041 - LIBRARY FUND	5,568.18	4,187.36
043 - PARKS & RECREATION	7,410.40	386.31
044 - AQUA COURT	4,399.58	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	13,668.80	579.32
110 - ROAD USE TAX	2,129.25	494.39
116 - SENIOR CENTER	129.85	0.00
122 - LOCAL OPTION TAX 65%	18,755.33	4,788.88
600 - WATER FUND	26,063.87	6,227.54
610 - WASTEWATER FUND	15,416.55	1,901.39
Grand Total:	145,878.03	54,459.01

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	5,254.30	5,254.30
001-000-2201	SIT HOLDING	2,113.39	2,113.39
001-000-2202	FICA HOLDING	8,781.92	8,781.92
001-000-2203	IPERS HOLDING	10,654.82	10,654.82
001-000-2204	PEDC HOLDING	596.55	596.55
001-000-2206	MEDICARE HOLDING	2,053.80	2,053.80
001-110-6155	SELF FUNDED HEALTH INS	305.98	305.98
001-110-6370	UTILITIES, GAS	94.94	0.00
001-110-6371	UTILITIES, ELECTRIC	486.60	0.00
001-110-6373	UTILITIES, TELEPHONE	164.80	0.00
001-110-6411	PROFESSIONAL SERVICES...	240.00	0.00
001-110-6412	PHYSICALS & MEDICAL E...	45.00	0.00
001-110-6430	MEMBERSHIP DUES & S...	30.00	30.00
001-110-6461	NUISANCE ABATEMENT...	3,970.85	0.00
001-110-6474	MAINTENANCE, VEHICLE	350.04	0.00
001-110-6504	EQUIPMENT, SMALL	47.46	47.46
001-110-6535	SUPPLIES, OFFICE	135.22	135.22
001-110-6540	BLDG & GROUNDS MAI...	45.60	0.00
001-210-6155	SELF FUNDED HEALTH INS	4,975.88	4,975.88
001-290-6460	LANDFILL ASSESSMENT	5,862.50	0.00
001-612-6155	SELF FUNDED HEALTH INS	9.50	9.50
001-612-6430	MEMBERSHIP DUES & S...	532.00	532.00
001-612-6445	TRAINING, REGISTRATION	384.00	384.00
001-622-6155	SELF FUNDED HEALTH INS	19.00	19.00
001-622-6373	UTILITIES, TELEPHONE	224.60	0.00
001-622-6414	PUBLIC NOTICES	119.10	0.00
001-622-6530	SUPPLIES, OPERATIONS	50.00	0.00
001-640-6455	CONTRACTS, GEN. CITY ...	2,157.80	0.00
001-650-6370	UTILITIES, GAS	274.05	0.00
001-650-6371	UTILITIES, ELECTRIC	276.96	0.00
001-650-6475	BUIDLING & GROUNDS ...	243.00	0.00
015-150-6370	UTILITIES, GAS	241.75	0.00
015-150-6371	UTILITIES, ELECTRIC	392.60	0.00
015-150-6373	UTILITIES, TELEPHONE	321.51	0.00
015-150-6470	MAINTENANCE, EQUIP...	880.70	0.00
041-410-6155	SELF FUNDED HEALTH INS	28.50	28.50
041-410-6371	UTILITIES, ELECTRIC	1,380.82	0.00
041-410-6475	MAINTENANCE, BLDGS &..	119.50	119.50
041-410-6501	BOOKS AND PERIODOCA...	2,655.89	2,655.89
041-410-6531	SUPPLIES, LIBRARY	147.94	147.94
041-410-6535	SUPPLIES, OFFICE	104.24	104.24
041-410-6537	SUPPLIES,CHILDRENS PR...	1,067.41	1,067.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
041-410-6553	MISCELLANEOUS EXPEN...	63.88	63.88
043-430-6155	SELF FUNDED HEALTH INS	9.50	9.50
043-430-6310	CONTRACT SERVICES	710.00	0.00
043-430-6371	UTILITIES, ELECTRIC	569.91	0.00
043-430-6471	RECREATION SOFTWARE	349.16	0.00
043-430-6475	MAINTENANCE, BLDGS &...	187.11	0.00
043-430-6490	EVENT EXPENSES	228.28	228.28
043-430-6520	SANITATION FACILITIES	1,807.50	0.00
043-430-6531	SUPPLIES, REC. PROGR...	3,106.60	58.61
043-430-6532	PARK MAINTENANCE-TR...	28.95	0.00
043-430-6535	SUPPLIES, OFFICE	89.92	89.92
043-430-6550	VEHICLE EXPENSES	323.47	0.00
044-440-6370	UTILITIES, GAS	50.77	0.00
044-440-6371	UTILITIES, ELECTRIC	102.66	0.00
044-440-6373	UTILITIES, TELEPHONE	19.20	0.00
044-440-6490	PROFESSIONAL SERVICES	446.00	0.00
044-440-6540	SUPPLIES, BLDGS. & GR...	853.99	0.00
044-440-6541	CUSTODIAL MAINTENA...	217.00	0.00
044-440-6546	MERCHANDISE FOR RES...	2,709.96	0.00
046-460-6370	UTILITIES, GAS	290.39	0.00
046-460-6371	UTILITIES, ELECTRIC	1,065.13	0.00
046-460-6373	UTILITIES, TELEPHONE	284.57	0.00
046-460-6475	MAINTENANCE, BLDGS &...	535.37	535.37
046-460-6521	EQUIPMENT, RECREATI...	11,202.00	0.00
046-460-6540	SUPPLIES, BLDGS. & GR...	58.96	25.99
046-460-6541	SUPPLIES, JANITORIAL ...	17.96	17.96
046-460-6546	MERCHANDISE FOR RES...	214.42	0.00
110-211-6181	ALLOWANCE, UNIFORM	199.97	0.00
110-211-6370	UTILITIES, GAS	95.81	0.00
110-211-6371	UTILITIES, ELECTRIC	405.87	0.00
110-211-6373	UTILITIES, TELEPHONE	104.90	0.00
110-211-6470	MAINTENANCE, EQUIP...	174.46	0.00
110-211-6504	EQUIPMENT, SMALL	399.98	0.00
110-211-6530	SUPPLIES, OPERATIONS	696.33	494.39
110-211-6543	SUPPLIES, STREET MAIN...	51.93	0.00
116-399-6482	SR. CENTER-FIRE PROTE...	129.85	0.00
122-210-6372	ELECTRIC UTILITIES, ST L...	6,466.45	0.00
122-410-6725	EQUIPMENT	149.15	149.15
122-410-6727	MAINTENANCE EQUIPM...	4,635.73	4,635.73
122-430-6799	RECREATIONAL IMPROV...	7,500.00	0.00
122-622-6722	EQUIPMENT, OPERATIO...	4.00	4.00
600-810-6155	SELF FUNDED HEALTH INS	477.24	477.24
600-810-6370	UTILITIES, GAS	671.83	0.00
600-810-6371	UTILITIES, ELECTRIC	10,322.08	0.00
600-810-6373	UTILITIES, TELEPHONE	134.90	0.00
600-810-6412	EMPLOYEE PHYSICALS-...	130.00	0.00
600-810-6445	TRAINING, REGISTRATION	63.04	63.04
600-810-6455	MAINTENANCE, EQUIP...	13.55	0.00
600-810-6470	PROF. SERVICES - TESTI...	110.00	0.00
600-810-6491	SALES TAXES PAID	4,402.76	4,402.76
600-810-6501	CHEMICALS	4,079.19	617.22
600-810-6508	SUPPLIES, POSTAGE	394.84	394.84
600-810-6530	SUPPLIES, OPERATIONS	272.44	272.44
600-810-6553	MISCELLANEOUS EXPEN...	107.00	0.00
600-810-6555	CONSTRUCTION - PROJE...	995.00	0.00
600-810-6782	WATER SYSTEM IMPRO...	3,890.00	0.00
610-815-6155	SELF FUNDED HEALTH INS	19.00	19.00
610-815-6370	UTILITIES, GAS	922.98	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
610-815-6371	UTILITIES, ELECTRIC	9,682.90	0.00
610-815-6373	UTILITIES, TELEPHONE	149.85	0.00
610-815-6479	PROF. SERVICES - TESTI...	1,290.00	0.00
610-815-6491	SALES TAXES PAID	733.64	733.64
610-815-6493	LOCAL OPTION SALES TA...	122.27	122.27
610-815-6508	SUPPLIES, POSTAGE	394.84	394.84
610-815-6551	FUEL EXPENSE	1,257.94	0.00
610-815-6553	MISCELLANEOUS EXPEN...	384.20	192.70
610-815-6554	MAINTENANCE, GENERAL	458.93	438.94
Grand Total:		145,878.03	54,459.01

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	145,878.03	54,459.01
Grand Total:	145,878.03	54,459.01

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: LeeAnne Boone
TRADE NAME (DBA): Boonlocks
STREET ADDRESS: 130 E Main
PHONE (BUSINESS): 319-251-0405 **HOME (OR CELL):** 319-821-0711

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

ANAMOSA POLICE DEPARTMENT

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

Eric Weiting 5-21-25
Police Chief Date
Leave form at City Hall after Fire and Health signatures are complete

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

[Signature] 5/19/25
Fire Chief (or designee) Date
Phone: 319-462-4434 for appointment

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

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

[Signature] 5/20/2025
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 5/20/25 for the 5/27/25 Council Meeting

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 5/19/25

☒ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: Anamosa Rotary

Applicant's Address: _____

Applicant's Phone: 319-480-0802 Don Hardensen

Event Location/Address: Football field

Detailed Description of Event:

July 3rd fireworks Rain date July 4th

Date of Event: _____ Time Period of Event: Dusk

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Walworth

Starting at intersection(s) of: Softball field to Apartment

End at intersection(s) of: Mechanics street

Please attach a detailed map/drawing of area.

Barricades Needed? Y/N How many: 4 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.

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 5-22-05

☒ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: Tucker's Tavern

Applicant's Address: 201 E Main St

Applicant's Phone: 319 462 9909

Event Location/Address: Booth Street Main to Alley

Detailed Description of Event:

Teufelhund Support Ride - DJ outside from 4-9 pm

Date of Event: June 21, 2005 Time Period of Event: 3-10

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Booth St Main to Alley

Starting at intersection(s) of: Main St

End at intersection(s) of: Alley Behind Tucker
Please attach a detailed map/drawing of area.

Barricades Needed? Y/N How many: 4 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: 5/27/05
AMOUNT OF FEE PAID: _____

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



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

May 27, 2025

Jeremiah Hoyt
City Administrator
City of Anamosa, Iowa
107 S. Ford Street
Anamosa, IA 52205

Re: Sanitary Sewer Replacement, Alley Between N Ford St. and N Huber St.
Recommendation of Award

Dear Jeremiah:

The Sanitary Sewer Replacement, Alley Between N Ford St. and N Huber St. project bid on Tuesday, May 20, 2025 at 2:00 p.m. with a total of five (5) bids received that were in conformance with the proposal requirements. All bids have been reviewed for completeness and accuracy. The bids are summarized below, in order of the lowest to highest bid amount.

Bidder	Total Bid
Tschiggfrie Excavating Co.	\$669,150.84
Rathje Construction Co.	\$747,153.27
Eastern Iowa Excavating & Concrete, LLC	\$780,092.50
Pirc-Tobin	\$844,406.52
Boomerang Corp.	\$931,623.92

The bid proposal from SHIFT General Contracting was rejected due to failure to acknowledge Addendum #1 and submission of the incorrect bid proposal form.

Tschiggfrie Excavating Co. is the low bidder, having a bid of \$669,150.84. This is approximately 38% below the engineer's opinion of probable construction cost (OPCC) of \$1,086,000. The number of bidders, as well as their respective low bids, are indicative of a very competitive bidding environment and ideal time for bidding. It is recommended that the City accept the Tschiggfrie Excavating Co. Total Bid of \$669,150.84. Enclosed is one electronic copy of the Notice of Award for the City's consideration. HR Green will then work with Tschiggfrie Excavating Co. to obtain appropriate insurance and bond certificates prior to execution of the Agreement. If you have any questions or need further information, please let me know.

Sincerely,

HR GREEN, INC.


Haley Jindrich, PE
Lead Engineer

Cc: Steve Agnitsch, City of Anamosa
Shane Brown, City of Anamosa
Melissa Clow, HR Green

NOTICE OF AWARD

TO: Tschiggfrie Excavating Co
425 Julien Dubuque Drive
Dubuque, IA 52003

The extent of Work on this project is the furnishing of all labor, equipment, and materials for the construction of Sanitary Sewer Replacement - Alley Between Ford Street and N. Huber Street for the City of Anamosa, IA, generally described as follows:

Replacement of approximately 1,300 feet of 4-inch and 6-inch sanitary sewer with 8-inch PVC sewer reconnecting up to 40 sanitary services, manhole installation, installation of intakes, storm sewer and subdrain, 1,120 SY of asphalt paving/patching, 1,101 PCC Pavement, and 353 SY of sidewalk replacement.

The Owner has considered the Bid submitted by you for the above-described Work.

You are hereby notified that your Bid has been accepted for items in the amount of Six Hundred Sixty Nine Thousand, One Hundred Fifty Dollars and Eighty Four Cents, (\$669,150.84).

As specified in the General Conditions, you are required to execute the Agreement and furnish the required Contractor's Performance, Payment, and Maintenance Bond, and Certificates of Insurance within Ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within Ten (10) calendar days after the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid` as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2025

City of Anamosa, Iowa

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Tschiggfrie Excavating Co.

this the _____ day of _____, 20__

By _____

Title _____

RESOLUTION NO. 2025-24

**RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE FORD & HUBER
SANITARY SEWER REPLACEMENT PROJECT.**

WHEREAS, the City of Anamosa previously passed Resolution 2025-16, approving the plans and specifications for the Flow Equalization Improvement Project and setting the date for the required Public Hearing; and,

WHEREAS, the deadline to receive bids was set for May 20, 2025, at 2:00 p.m.; and,

WHEREAS, the bid letting occurred on May 20, 2025, at 2:00 p.m., when the City did receive five (5) bids that were in conformance with the proposal requirements; and,

WHEREAS, HR Green has recommended that the City award the contract to Tschiggfrie Excavating Co., at the lowest responsive bid, of \$669,150.84; and,

WHEREAS, notice of the required Public Hearing was published on May 8, 2025 and held on May 27, 2025.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa does hereby accept the bids received on May 20, 2025 and award the bid for the Ford & Huber Sanitary Sewer Replacement Project, in the amount of \$669,150.84, to Tschiggfrie Excavating Co.

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 27th day of May, 2025.



ROD SMITH, MAYOR

ATTEST:



JEREMIAH HOYT, CITY ADMINISTRATOR

May 23, 2025

VIA EMAIL

Jeremiah Hoyt
City Administrator/City Hall
Anamosa, Iowa

Re: \$3,181,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 419786-70

Dear Jeremiah:

We have prepared and attach proceedings for the May 27, 2025, City Council meeting related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the “Agreement”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council’s determination to enter into the Agreement in the future and its adoption constitutes the “additional action” required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On May 27th, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call Emily Hammond, Erin Regan, Severie Orngard or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Tracy Scebold
Tony Toigo
Lee Wagner
Maggie Burger
Kevin Graves

(Hearing - Sewer Revenue)

419786-70

Anamosa, Iowa

May 27, 2025

The City Council of the City of Anamosa, Iowa, met on May 27, 2025, at 6:00 p.m., at the Anamosa Library & Learning Center, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. 2025-25

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

WHEREAS, the City of Anamosa (the “City”), in Jones County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Outstanding Bond Resolution”), the City has heretofore issued its \$2,320,000 Sewer Revenue Bond, SRF Series 2008, dated February 12, 2008 (the “Outstanding Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,181,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on May 27, 2025;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Anamosa, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 27, 2025.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
JONES COUNTY
CITY OF ANAMOSA

SS:

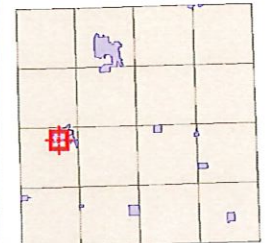
I, the undersigned, City Clerk of the City of Anamosa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$3,181,000.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk



Overview



Legend

- Parcels
- Cartography
- Major Roads

Parcel ID	0911151003	Alternate ID	144400	Owner Address	WESSELS, JANET M TRUSTEE OF JANET MARIE WESSELS TRUST
Sec/Twp/Rng	n/a	Class	R		105 W 5TH ST
Property Address	105 W 5TH ST	Acreage	n/a		ANAMOSA, IA 52205
	ANAMOSA				

District ANACO
 Brief Tax Description SHAWS ADD LOTS 1 & 2, BLK 20
 (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: 5/2/2025

Last Data Uploaded: 5/1/2025 5:41:18 PM

Developed by  **SCHNEIDER**
 GEOSPATIAL

5th ST.

0911151003

0911151001

0911151002

GARNAVILLO ST.



← 105 W 5th St

Q X

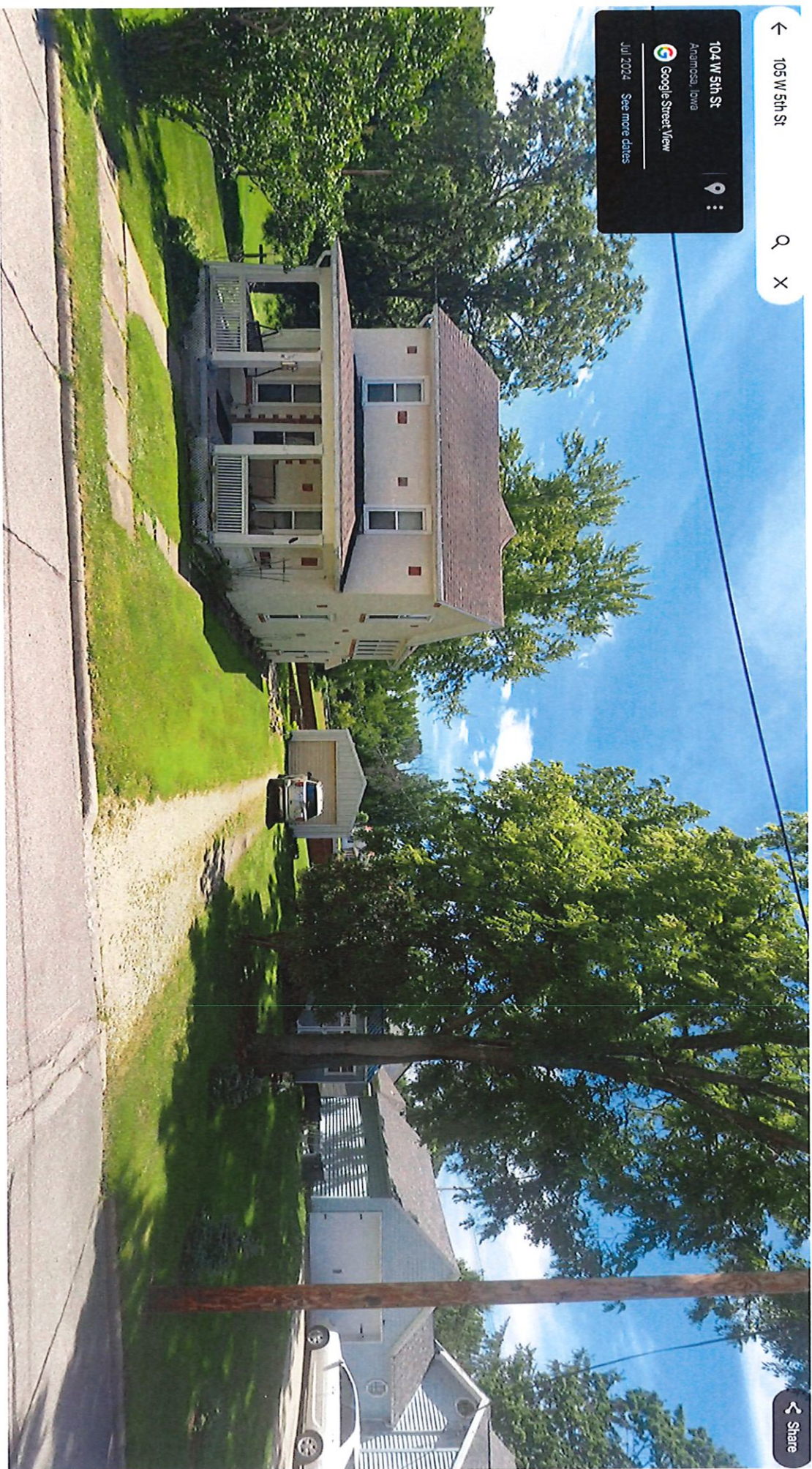
↶ Share

104 W 5th St

Anamosa, Iowa



Jul 2024 See more dates



RESOLUTION NO. 2025-26

RESOLUTION APPROVING THE PROPOSED VACATION AND CONVEYANCE OF CITY RIGHT OF WAY, LOCATED ADJACENT TO THE WEST OF 105 W. 5TH STREET.

WHEREAS, the City Council has given consideration to vacation and conveyance of a former City alley (“ROW”), under and in consideration of Iowa Code §354.23, to an adjacent property owner, Janet M. Wessels/Trustee of Janet Marie Wessels Trust, the City right of way to be vacated lying adjacent to the west boundary of the property located at 105 W. 5th Street, the parcel description of this property being as follows:

That part of the vacated City alley lying between Parcel ID 0911151003, part of Shaws Addition, Lots 1 & 2, Block 20 and Parcel ID 0911151001, part of Shaws Addition, N ½ Lots 5 & 6, Block 20, and Parcel ID 0911151002 S ½ of Lots 5 & 6, Block 20, recorded as Document Numbers 2000-3149 (10/11/2000), 2021-1643 (5/4/2021), and 2023-0980 (4/28/2023), of the Jones County, Iowa records.

WHEREAS, the property description as set out above, has been presumed to be included as part of the property, located at 105 W. 5th Street, by the current and former property owners of this property, but was not previously vacated and conveyed as required by Iowa Code; and,

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

WHEREAS, the Council finds that the City has not used said ROW, the ROW serves no public purpose, that the City has allowed private property owners to use and build upon said ROW, and that it is therefore appropriate to proceed with the vacation and conveyance of said ROW to the adjacent property owner as requested; and,

WHEREAS, notice of the public hearing was published as required by law and held on May 27, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa approves the vacation and conveyance of said ROW, as described above, to the adjacent property owner, Janet Wessels/Trustee of Janet Marie Wessels Trust.

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 27th day of May, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of ANAMOSA				
Fiscal Year July 1, 2024 - June 30, 2025				
The City of ANAMOSA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025				
Meeting Date/Time: 5/27/2025 06:00 PM		Contact: Jeremiah Hoyt	Phone: (319) 462-6055	
Meeting Location: Anamosa Library & Learning Center				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,540,912	0	2,540,912
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,540,912	0	2,540,912
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	395,500	0	395,500
Other City Taxes	6	731,790	0	731,790
Licenses & Permits	7	15,525	0	15,525
Use of Money & Property	8	22,500	0	22,500
Intergovernmental	9	865,400	0	865,400
Charges for Service	10	2,976,964	0	2,976,964
Special Assessments	11	0	0	0
Miscellaneous	12	6,250	0	6,250
Other Financing Sources	13	0	0	0
Transfers In	14	2,980,814	0	2,980,814
Total Revenues & Other Sources	15	10,535,655	0	10,535,655
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,541,725	436,326	1,978,051
Public Works	17	1,620,982	0	1,620,982
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,194,354	0	1,194,354
Community and Economic Development	20	510,500	0	510,500
General Government	21	777,307	0	777,307
Debt Service	22	786,120	0	786,120
Capital Projects	23	937,500	0	937,500
Total Government Activities Expenditures	24	7,368,488	436,326	7,804,814
Business Type/Enterprise	25	7,405,720	0	7,405,720
Total Gov Activities & Business Expenditures	26	14,774,208	436,326	15,210,534
Transfers Out	27	2,980,814	0	2,980,814
Total Expenditures/Transfers Out	28	17,755,022	436,326	18,191,348
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,219,367	-436,326	-7,655,693
Beginning Fund Balance July 1, 2024	30	8,618,123	0	8,618,123
Ending Fund Balance June 30, 2025	31	1,398,756	-436,326	962,430
Explanation of Changes: Increase in Public Safety due to the acquisition of a new fire truck.				

RESOLUTION NO. 2025-27

**RESOLUTION ADOPTING THE AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR ENDING
JUNE 30, 2025.**

WHEREAS, the Iowa Legislature adopted legislation that mandates that a City shall prepare and adopt a balanced budget and shall certify taxes; and,

WHEREAS, the City Council of the City of Anamosa set the date of May 27, 2025 and the time of 6:00 p.m. to hold the public hearing on Fiscal Year 2025 Proposed Budget Amendment; and,

WHEREAS, the notice was published in the Anamosa Journal-Eureka on May 15, 2025; and

WHEREAS. The City Council has held and conducted said public hearing on the proposed budget amendment for Fiscal Year 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that a copy of the State of Iowa budget amendment form in support thereof showing the revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

FURTHERMORE, The City Clerk is also directed to complete the necessary forms and file same in the time so established by law. The City Clerk is also directed to set up the books in accordance with the summary and details as adopted.

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 27th day of May, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2025-28

**RESOLUTION SETTING THE DATE FOR JOINT CITY COUNCIL/COUNTY BOARD OF SUPERVISORS
MEETING TO DISCUSS THE DILLON MILITARY BRIDGE.**

WHEREAS, the Anamosa City Council and Jones County Board of Supervisors have determined it necessary to schedule a joint public meeting, to discuss the Dillon Military Bridge; and,

WHEREAS, the proposed date, time, and location of said meeting is June 9, 2025, at 5:30 p.m., at the Anamosa Library & Learning Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa hereby sets the date, time, and location of a joint City Council/County Board of Supervisors meeting for June 9, 2025, at 5:30 p.m., at the Anamosa Library & Learning Center, in Anamosa, Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

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

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

PASSED AND APPROVED this 27th day of May, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

CITY OF ANAMOSA
BOARD/COMMISSION CONSIDERATION REQUEST

BOARD/COMMISSION

NAME: Library Board

NAME: David Gregory

ADDRESS: [REDACTED] Anamosa, IA 52205

PHONE NUMBER: [REDACTED]

BRIEF BIOGRAPHY (Please give us some background information about yourself including employment, areas of interest, why this committee is of interest to you, how long you have lived in Anamosa, etc.)

I've lived in Jones County for 17 years, and Anamosa for 9 years. I'm a Team Lead at the local Walmart, and have been there for 14 years. I enjoy reading and hiking with my daughter. My wife and I have been involved with cystic fibrosis charities and events. I'm interested in joining the board because I believe libraries are vital for the communities they serve. The events and services they provide help build a sense of community and give people access to knowledge and skills they may not get otherwise.

Thank you for your consideration.

David Gregory

RESOLUTION NO. 2025-29

**RESOLUTION APPROVING THE APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES TO FILL
TERM ENDING JUNE 30, 2028**

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

WHEREAS, a trustee term expires on June 30, 2025 and the Library Board has made a recommendation to fill the openings; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA that the following appointments to the Library Board of Trustees be approved with an effective date of July 1, 2025:

Position	Appointee Name	Term Expires
Library Board Trustee	David Gregory	June 30, 2028

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 27th day of May, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

RESOLUTION NO. 2025-29

RESOLUTION SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY FORGE, INC., 13225 CIRCLE DRIVE, ANAMOSA, IA.

WHEREAS, Forge, Inc. Corporation proposes to construct twenty single family residential units and invest \$4,935,000.00; and,

WHEREAS, the proposed project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

WHEREAS, Forge, Inc. has committed a significant amount of private financing to the project; and,

WHEREAS, the City of Anamosa intends to update the Urban Revitalization Area Plan, to include the proposed project area, and provide assistance to the project in the form of Tax Increment Financing; and,

WHEREAS, the application to the Workforce Housing Tax Credit Program, as filed by Forge, Inc. will provide necessary tax credits and other benefits which will directly contribute to the success of the development; and,

WHEREAS, the City of Anamosa agrees to commit \$1,000.00 per unit, not to exceed \$20,000.00, for the purpose of providing downpayment assistance, upon approval of the application to the Workforce Housing Tax Credit Program, as filed by Forge, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program, by Forge, Inc., for necessary tax credits and other benefits directly contributing to the success of the development of the Old Dubuque Road/Wilson Court Residential Project.

MAY IT BE FURTHER RESOLVED, that the City of Anamosa agrees to commit \$20,000.00, of down payment assistance, upon approval of the Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program, by Forge, Inc.

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 27th day of May, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

REQUEST FOR HEARING

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

RELEVANT INFORMATION:

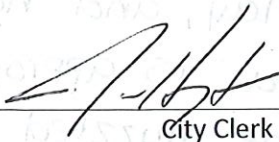
No prior bite/vicious incidents, Ember (dog) regularly sees her groomer, The Vet, Children, and many others who are not in her home or environment on a daily basis. Therefore she would not be "Used to" those people per say, and has NEVER shown signs of violence or aggression. Multiple people have written statements on her behalf and are willing to show up and make their statements in front of the Council. Those statements will be printed and available for the Council on the date of the hearing.

As Ember's Owner I, Aubrie Watkins, will be speaking on her behalf.

INCIDENT DETAILS:

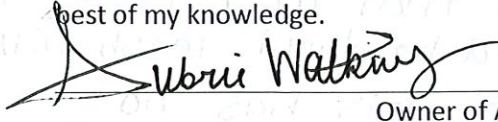
I, Aubrie Watkins, was not home @ the time of the incident. Ember was at home with my mom, Renee Vargas, at the time which is not unusual for anyone in the home. Ember was outside with Renee, on an outdoor leash/chain while Renee was doing some yard work. The bite victim was on a walk down our street at that time, when Ember broke the chain that she was on and proceeded to bite said victim. My mom, Renee, was unaware that this had happened, as she had her back turned doing yard work and barking is not unusual for Ember. Shortly thereafter Renee turned around to see the situation and quickly regained control of Ember. There were no further attempts from Ember to bite the victim, as well as no growling, barking or any other signs of violence. Renee asked the victim if he was alright and apologized for Ember's behavior and asked to see his leg where it was assumed that she had bitten. He claimed to be fine and refused to show Renee the bite, and proceeded to continue on his walk back home.

(Please see back of page for the rest of incident)


City Clerk

05/14/25
Date:

I hereby request a hearing to appeal the designation and removal of a dangerous/vicious/aggressive animal, as declared against an animal that I own, shelter, harbor, or keep at my property, located at 105 South Dubuque Street in Anamosa, Iowa. I attest that the above information, which was provided to the City Clerk, is true and accurate to the best of my knowledge.

 (Aubrie Watkins)
Owner of Animal

5/12/25
Date:
May 12th, 2025

The bite victim returned to our home a short time later and informed Renee that he was going to be seen at Urgent Care, ASKed for Renee's information, and asked if Ember was UP to date on shots. (She is UP to date and Proof will be Provided) All done while there were still no further signs of Violence From Ember. It is Unknown If the Victim Had innitally grabbed, swatted or taunted Ember. Renee Stated that when the situation became Visible to her, the Victim was Swatting/Pushing Ember away, but there was no barking, growling, or attempts to bite Coming From Ember.

IN ADDITION TO RELEVANT INFO:

Ember is outside on an outdoor leash almost daily and has NEVER done something of this nature. She is Known to bark at People that pass by on occasion, but has never had an issue of this nature. Adults and Children Pass by daily while Ember is outside and have asked to Pet/Say hello to Ember, with which she ~~is~~ has never had an issue or been aggressive.

While Ember is Currently in the care of Someone she is Comfortable with, she has Severe Separation anxiety and this sudden Change in environment will Make a detrimental impact on her mental health and overall happiness. She will not eat, or Play, and has already become extremely lethargic. IF this appeal is approved by the coucil, as Embers owner, she will be muzzled for any outdoor activity as well as Contained to the back yard

Where there will be no chance of her having any new human interaction ~~outside~~ of People that may Pass by. Furthermore, IF she is in the front ^{with} yard, a handheld leash will be used to ensure that a situation like this has no chance of occuring again.

I appreciate the councils consideration on this matter, and will do whatever it takes to be able to bring Ember home.

May 9th, 2025
Case# 25-05132

Renee Vargas
105 S Dubuque St
Anamosa, IA 52205

Notification of order to remove your vicious dog.

Renee Vargas,

This letter is to inform you that as of tomorrow's date, 05/10/2025, you have three days to find a suitable place outside of the Anamosa city limits for your light brown poodle named Ember, to live.

Ember has been deemed a vicious animal and is hereby ordered to be removed from the Anamosa City limits per the following Anamosa City Ordinances;

Anamosa City Ordinance 56.01(2), Definitions: Vicious Animal

Anamosa City Ordinance 56.03: Keeping of Vicious Animals Prohibited

Anamosa City Ordinance 56.04 (2-4) Seizure, impoundment, and disposition

In accordance with the aforementioned ordinances, your dog has been deemed a vicious animal due to an incident that took place at your residence (105 S Dubuque St) on 05/09/2025, wherein Ember was chained up to a picnic table, broke loose of the chain, and ran at the victim walking on the public roadway biting him in the left calf. The victim suffered puncture wounds and was seen at Jones Regional Medical Center in result of the incident.

During our conversation you stated that Ember is often leashed up outside and will bark at people passing by but she hasn't ever done anything beyond that. You reported that Ember typically doesn't like males and could have been the cause for today's attack.

The bite was unprovoked, caused puncture wounds, and bleeding to the victim's left calf which required medical attention. You provided a copy of Ember's rabies vaccination record from Monticello Vet Clinic.

The order to remove a dangerous, vicious, or aggressive animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such

order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove the dangerous, vicious, or aggressive animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.

The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring, or keeping such dangerous, vicious, or aggressive animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Mayor or peace officer is authorized to seize, impound, or destroy such dangerous, vicious, or aggressive animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed, or of the Council after appeal, constitutes a simple misdemeanor.

Any questions can be directed to Chief of Police Eric Werling or myself.

Enclosure(s):

(1) Anamosa City Ordinance Chapter 56: Dangerous and Vicious Animals

Respectfully,

Colin Reeg #105
Police Officer
Anamosa Police Department

Personally Served by Ofc Colin Reeg
Service Date 05/9/2025

Acceptance of Service by _____
Print

Signature

Service Date _____

CHAPTER 56

DANGEROUS AND VICIOUS ANIMALS

56.01 Definitions 56.03 Keeping of Vicious Animals Prohibited

56.02 Keeping of Dangerous Animals Prohibited 56.04 Seizure, Impoundment and Disposition

56.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "Aggressive dog" means a dog that has two verified incidents of unprovoked chasing, snapping, or barking at any person or domestic animal so as to place the person

or owner of the domestic animal in reasonable fear of their safety or the safety of their animal. A dog may be considered aggressive even if on the property of its owner, whether leashed or not, if its behavior, snapping, or barking, or similar menacing behavior is founded after investigation by the Police Department. In assessing whether the dog was provoked to exhibit its aggression, the Police Department shall consider that fact from the standpoint of a reasonable person of the age of the person alleged to have provoked the dog; in other words, the Police Department shall consider whether a reasonable person of the age of the person alleged to have provoked the dog knew, or should reasonably have known, their action would provoke the aggressive behavior on the part of the dog.

2. "Dangerous animal" means†

:

A. Badgers, wolverines, weasels, skunk and mink;

B. Raccoons;

C. Bats;

D. Scorpions.

2. "Vicious animal" means any animal, except for a dangerous animal as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked, or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal: (i) has bitten more than one person during the animal's lifetime; or (ii) has bitten one person on two or more occasions during the animal's lifetime; or (iii) has attacked any domestic animal or fowl without provocation, causing injury or death while off the property of the owner. To constitute a bite, it is not necessary that the skin of the victim, whether human or domesticated animal or fowl, be broken. Rather, as long as the animal seizes its victim with its teeth, it shall be

considered to have bitten its victim.

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED. No person shall keep, shelter, or harbor any dangerous dog, cat, or animal as a pet, or act as a temporary custodian for such animal, or keep, shelter, or harbor such animal for any purpose or in any capacity within the City.

† EDITOR'S NOTE: Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the Code of Iowa, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

CHAPTER 56 DANGEROUS AND VICIOUS ANIMALS

CODE OF ORDINANCES, ANAMOSA, IOWA

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56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED. No person shall keep, shelter or harbor for any reason within the City a dangerous, vicious, or aggressive dog, cat, or animal within the City. It is the duty of all animal control officers, the City Veterinarian and all peace officers to impound any such animal. In the event the animal cannot be impounded without exposing the person attempting to impound the animal to danger or personal injury, the animal may be destroyed. Exceptions to this section will be made in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous, vicious, or aggressive animal is found at large

and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Mayor or peace officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous, vicious, or aggressive animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous, vicious, or aggressive animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous, vicious, or aggressive animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous, vicious, or aggressive animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous, vicious, or aggressive animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous, vicious, or aggressive animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order to remove a dangerous, vicious, or aggressive animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove the dangerous, vicious, or aggressive animal. Failure to file such written notice of appeal shall constitute a waiver of the right to

appeal the order of the Mayor or peace officer.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written

CHAPTER 56 DANGEROUS AND VICIOUS ANIMALS

CODE OF ORDINANCES, ANAMOSA, IOWA

- 341 -

decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring, or keeping such dangerous, vicious, or aggressive animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Mayor or peace officer is authorized to seize, impound, or destroy such dangerous, vicious, or aggressive animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed, or of the Council after appeal, constitutes a simple misdemeanor.

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

On 05/09/25 a sworn peace officer of the Anamosa Police Department designated the following animal as dangerous, vicious, and/or aggressive and order that the animal be removed from the City limits of Anamosa, in accordance with Chapter 56 of the Anamosa Code of Ordinances:

Animal Name:	Ember
Animal Description:	N/A
Owner's Name:	Aubrie Watkins
Owner's Address:	105 S. Dubuque Street

The owner of the animal filed a written appeal with the City Clerk (within 3 days of the order). With good cause, the hearing was scheduled for the City Council Meeting-Regular Session, on 05/27/25.

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

☐ Affirms the action of the peace officer and orders the person owning, sheltering, harboring, or keeping such dangerous, vicious, or aggressive animal to remove such animal from the City or destroy it, in accordance with Chapter 56 of the Anamosa Code of Ordinances.
Failure to comply with an order of the Council after an appeal constitutes a simple misdemeanor and a peace officer is authorized to seize, impound, or destroy such dangerous, vicious, or aggressive animal.

☐ Reverses the action of the peace officer, rescinding the animal's designation as a dangerous, vicious, or aggressive animal and permitting the animal to remain within the City.
This designation may be reinstated upon future incidents in violation of Chapter 56 of the Anamosa Code of Ordinances.

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

MAYOR:

DATE:

ATTEST:

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

(May 20, 2025)

Hinz Landscaping
319-480-0971

• LCC retaining wall Rebuild •
Estimate

• Materials •

• 1 inch clean rock → 450

• 3/4 inch road rock → 100

• Perforated tile and parts → 180

• SRW Adhesive (glue for blocks) → 400

• Skid loader → 200

• Labor • 40-55 hours
\$95 per hour → 3,800 - 5,225

Total Estimate

~~\$5,200~~ \$5,200 ↔ \$6,500

01 JAN
02 FEB
03 MAR
04 APR
05 MAY
06 JUN
07 JUL
08 AUG
09 SEP
10 OCT
11 NOV
12 DEC

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Minger Mowing & Landscaping

21828 Co Rd E34 PO Box 222

Anamosa IA 52205

Ph (319) 462-5824 e-mail: minger-mowing@netins.net

Proposal

To: Lawrence Community Center
Attn: Cale Yoder
600 E Main St
Anamosa IA 52205

Date: May 21, 2025

e-mail: cale.yoder@anamosa-ia.org

Job Description: Per our discussion, we will remove the limestone wall blocks that border the front sidewalk on the south and east sides of the building and stack them on pallets and the City can dispose of them or sell them as it sees fit. Once the existing wall has been removed, the new retaining wall block will be installed using proper base rock material. The wall will be approximately 145 feet long and ranging from 10 inches high to 2 feet high above the grade to match the height of the prior landscaping. The wall will be constructed of 60-lb. King's retaining wall block with glued-on caps, color of choice. The wall will have clean rock and perforated tile installed behind it to facilitate proper water drainage. When finished, the landscape area will be cleaned up, all weeds removed, re-graded and will be finished with new dark brown mulch.

Wall cost: \$15,140.00

Mulch cost: \$1,030.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. Materials and labor to be furnished in accordance with the above specifications.

Job Total: \$16,170.00 by terms of half downpayment upon commencement; balance upon completion and within 30 days of invoice. Unpaid balance after 30 days of invoice will accrue 1½% interest per month until fully paid.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Minger Mowing & Landscaping is authorized to do the work as specified; payment will be made as outlined above.

By:  By: _____ Date: _____
Jeff Minger, President

ESTIMATE

Siefkers Landcape & Snow
Removal LLC
1621 Meadow Ridge Ct
Anamosa, IA 52205

siefkers.landscape.snow@gmail.com
+1 (319) 350-3990

Bill to
Lawrence Community Center

Ship to
Lawrence Community Center

Estimate details

Estimate no.: 1047
Estimate date: 08/14/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Retaining Wall	tear out, reset base, install tiling and rebuild wall roughly 300 sq ft.	1	\$5,850.00	\$5,850.00
2.	pressure washing	pressure wash front and top of wall.	1	\$150.00	\$150.00
3.	Mulch	install 7 cubic yrds (1400) sq ft of fine red mulch.	1	\$2,000.00	\$2,000.00
				Subtotal	\$8,000.00
				Sales tax 7.00%	\$560.00
				Total	\$8,560.00

Accepted date

Accepted by

Company: Siefkers Landscape and Snow

Client: LCC

Date: 5/19/25

This Document states that the company Siefkers Landscape and Snow will be providing services for the Client (LCC) between the months of (June 2025) through (August 2025). The services being provided are (Mulch beds, Pressure Washing and Retaining Wall work) for the price \$8,560 as approved on estimate number (1047).

Siefkers Landscape and snow will be providing a two year warranty on the portion of retaining wall being redone. Warranty coverage covers any leaning or drainage issues that arise from improper install but is voided once someone dismantles wall or an outside source IE (Weather, Machinery or Person interferes with walls structural stability).

Company Signature: Will Pape Co owner of Siefkers Landscape and Snow

Client Signature:



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

May 6th, 2025

Jeremiah Hoyt

RE: Catwalk for pit building

Dear Jeremiah,

The Utilities department needs to improve a safety concern for the PIT building and install a new catwalk. We have received 3 quotes and recommend that we go with Climate Engineers for the construction and installation of this catwalk. I want to also note that due to tariffs there may be a cost increase in supplies that may raise the price some since the time the quotes were presented.

This will be paid for out of the Wastewater Improvement fund between this fiscal year or next, depending on completion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Agnitsch", with a long horizontal flourish extending to the right.

Steve Agnitsch, Utilities superintendent

April 7, 2025

To: Attn. Steve Agnitsch
Anamosa Public Utilities
107 S. Ford Street
Anamosa, IA 52205

RE: Fabricate & install catwalk

We are pleased to provide you with the following quotation regarding the above subject matter:

WORK INCLUDED

- Fabricate catwalk above pit made of C6 x 8.2 carbon steel channel
- Fabricate handrail around catwalk made of 1 1/2" SCH.40 pipe
- Supply & install 1 1/4" x 3/16" galvanized grating on catwalk
- Fabricate supports for catwalk made of 2 1/2" x 2 1/2" x 1/4" carbon steel tubing
- Galvanize all steel
- Removal of existing platform
- Installation of new catwalk & supports
- Forklift
- Boom lift
- Consumables
- Hardware

Total cost \$38,719.00

NOTES:

Quote # 2574 – 25
Quote is valid for 30 days.

Thank you for the opportunity to quote this job. If you have any questions or I can be of further assistance, please let me know.

Sincerely,

Chad Novak
Project Manager



**CLIMATE
ENGINEERS**

SOLUTIONS IN AIR

**CEDAR RAPIDS
QUAD CITIES**



March 31, 2025

Steve Agnitsch
Anamosa Wastewater Facility

RE: Access Platform
Blahnik Quote # 2503-033

Blahnik Construction proposes to supply all labor, material, and equipment for the following scope of work for the Access Platform Project:

- Field dimensioning & layout of new platform
- Engineering calculations & design of structural steel access platform
- Scaffolding & lift are included for access to connection points for installation of new steel
- Fabrication & installation of a new stainless steel access platform. (see sketch for rough size and layout)
- Drill and dowel into existing concrete walls for main C-Channel supports.
- Utilize existing building steel for new structural platform hanger connection points
- All structural steel, handrail to be stainless steel
- Grating to be galvanized
- Demolition of existing platforms
- Extend existing steel pump rail guides to new platform elevation.
- Raise existing pump lift arm to higher elevation.
- Fabrication of any needed lift mount
- Handrail at lift point to be removable

Blahnik proposes to complete the above scope of work for the price of: **Forty-Three Thousand Two Hundred Dollars (\$43,200)**

Deduct: Use Painted Carbon Steel In lieu of Stainless Steel: (-\$8,500)

Please note Painted Carbon could experience rusting and corrosion over time.

Please note the following clarifications and exclusions:

- Overtime and Holiday labor is excluded
- All necessary access equipment is included.

Thank you, Steve, for the opportunity to quote this project. If I can be of any further assistance, please feel free to contact me.

Jon Yungtum
BLAHNIK CONSTRUCTION
C: 319-239-3252
jyungtum@blahnikconstruction.com

150 50th Avenue Dr. SW • Cedar Rapids, IA 52404-5038
319-364-7136 • Fax 319-364-2343



March 27, 2025

RE: Anamosa Wastewater Treatment Catwalk
Quote # RK-2503

Tri-City Ironworks appreciates the opportunity to provide pricing for the "Pit Catwalk" project in Anamosa, IA. The following summarizes the scope of work covered within this proposal:

Structural Steel Design/ Fabrication & Erection:

- Provide design, materials, labor and equipment to install structural steel, and structural steel components, per site visit discussions.
- Provide engineering and design.
- Demo (2) existing platforms.
- Provide and install a roughly 20'x 8' "L" shaped catwalk mounted directly onto the concrete sidewalls of the pit.
- Catwalk to be 4' in width, have bar grating flooring, steel toe kick, and guardrail with one 4' section of removeable handrail.
- Extend pump guide rails up to new catwalk elevation.
- Catwalk to be hot dipped galvanized. Rail guide extensions are SS.
- Demo of existing platforms to be by others or owner.
- Anticipated working schedule of 8- hour days Monday thru Friday, 7:00-3:30.
- Cleanup up any debris and demobilize from site.

Tri-City Ironworks shall complete the above scope of work for the lump sum amount of: **\$44,450.00**
Forty-Four Thousand, Four Hundred & Fifty Dollars.

Option for Epoxy Painted frame, galvanized grating: \$46,650.00

Option for Stainless Steel frame, galvanized grating: \$54,450.00

No Addendums Have been acknowledged.

Please note the following **clarifications** and **exclusions**:

- Tri-City Ironworks will bill for actual hours, material, and equipment used to complete any additional work outside of the scope provided.
- Roof removal and replacement by others.
- Deck, cavity and flute insulation installation by others.
- Installation of masonry imbeds and lintels by others.
- Installation of misc. supports (non-structural) by others.
- All demo is by others unless noted otherwise.
- Ceiling removal and replacement is by others.
- Erection of structural components of glass and aluminum connections are excluded.
- CFMF is excluded.
- Installation of aluminum components, shelf brackets, bollards etc. by others.
- Project is tax exempt.
- Gridlines and benchmarks provided by others.
- Laydown area to be discussed to be within proximity of job site.
- Tri-City Ironworks assumes free and clear access.
- Delays caused by the owner or other contractors are not included.
- Expenses incurred due to working in adverse weather Conditions are NOT included.
- Multiple mobilizations are included.
- Weekend, Overtime, Holiday, and shift work are not included.



Notes

Due to the increasing rise in copper, aluminum, and steel Tri-City Ironworks reserves the right to review and adjust all material pricing daily. The bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Ironworks reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract. **Tri-City Ironworks shall have the option to withdraw from this proposal if not accepted within 10 days from its date.** Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Please note: As the global COVID-19, and COVID-19 Variants situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

Given the volatility in material and equipment costs, as well as delivery dates, due to issues outside our control or because of unforeseen events, such as strikes/disruptions in the transportation sector, natural disasters, and changes in law (for example, tariffs), our pricing is based on current market conditions at the time of this proposal. Should our costs increase, or delivery dates change as a result of such events, we reserve the right to adjust the contract price and/or receive an extension of time due to delayed delivery dates accordingly.

Non-Solicitation of Employees

By acceptance of this proposal, the customer agrees not to directly or indirectly recruit, solicit, hire, or induce any employee of Tri City Ironworks or any affiliate thereof, to terminate his or her employment with Tri City Ironworks. This restriction does not apply to solicitation of any employee of Tri City Ironworks or any affiliate thereof, who Tri City Ironworks has terminated due to job elimination or reduction in work force. The contractor agrees that it must obtain written consent of Tri City Ironworks prior to hiring any such Tri City Ironworks employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

Other Terms

TCIW is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified Consensus DOC 751, Short Form Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

Force Majeure

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties, or other causes beyond the Subcontractor's control, then the contract times shall be extended.

Pricing is valid for 30 days from the date of proposal. After 30 days, Tri-City Ironworks reserves the right to review pricing and resubmit.

Thank you for the opportunity to quote this project. If Tri-City Ironworks can be of any further assistance, please feel free to contact us.

Thank you,

Ryan M. Kemp



Tri-City Ironworks

Sr. Project Manager/ Estimator



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty-five.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Anamosa
107 South Ford Street
Anamosa, IA 52205

and the Architect:

(Name, legal status, address and other information)

Martin Gardner Architecture, P.C.
700 11th St., Ste. 200
Marion, IA 52302
Telephone Number: 319-377-7604

for the following Project:

(Name, location and detailed description)

Anamosa Downtown Facade Revitalization Project Phase 3
Downtown Business District
Anamosa, IA 52205
Façade improvements for up to 12 buildings located in the downtown business district of Anamosa, Iowa.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Façade improvements for up to 12 building storefronts as shown on the attached Exhibit C – Opinion of Probable Construction dated December 17, 2024 . The program was developed under a previous agreement dated July 22, 2024. Work is limited to storefront rehabilitation. Sidewalk streetscape work is included only as it relates to new ADA ramps for building entrances for this Project.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated April 15, 2025 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Up to 12 building facades as shown on the attached Exhibit C – Opinion of Probable Costs dated December 17, 2024.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.2.6, 3.3.2 and 3.4.4 for changes to the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction milestone dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

.1 Design phase milestone dates, if any:

Schematic Design Completion: Completed under the previous agreement dated July 22, 2024.
Construction Documents Completion: To be Determined

.2 Construction commencement date:

To be Determined

.3 Substantial Completion date or dates:

To be Determined

.4 Other milestone dates:

Final Completion and Owner Acceptance: To be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public Bidding as defined by the State of Iowa law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Derek Lumsden, MSARP, Executive Director
Jones County Economic Development
107 South Ford Street
Anamosa, IA 52205
Telephone Number: 319-480-7446

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

City of Anamosa City Council
Individual Building Owners

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: Not Applicable
- .2 Civil Engineer: Not Applicable
- .3 Other, if any: Hazardous material testing.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Martin, AIA, LEED AP, President
Bethany Jordan, AIA Project Architect
700 11th St., Ste. 200
Marion, IA 52302
Telephone Number: 319-200-8499
Email: bethanyj@martingardnerarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

- .1 Structural Engineer: Not Applicable
- .2 Mechanical Engineer: Not Applicable
- .3 Electrical Engineer: Not Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

No Structural Engineering services have been retained at this time for the Project. Should any building included in this Project require mediation of unknown conditions, the Architect will hire a Structural Engineer as an additional service.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Building improvements shall conform to the CDBG Standards.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

Init.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with and limited to the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services: Completed under a previous agreement dated July 22, 2024.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

§ 3.3 Design Development Phase Services: This Agreement

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.3.1 The Architect shall prepare on its own form the Notice to Bidders and post said Notice on behalf of the Owner as required by the State of Iowa Code Chapter 26. However, the Architect shall not prepare or post on behalf of the Owner any public notices as may be required by the Owner's code of ordinances and/or policies.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

§ 3.5 Procurement Phase Services: This Agreement

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1** facilitating the distribution of Bidding Documents to prospective bidders;
- .2** organizing and conducting a pre-bid conference for prospective bidders;
- .3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

Additional Services will be charged at the hourly rates shown in

Article 11.7 when substitutions require extensive research greater than two (2) hours of

(Paragraphs Deleted)

the Architect or Architect's Consultant time, per substitution.

§ 3.6 Construction Phase Services: This Agreement

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific

Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Final Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect will include up to 8 hours of time for assisting the Owner with warranty issues that arise. Time beyond 8 hours will be billed as additional services, with Owner approval.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

§ 4.1 Supplemental Services

§ 4.1.1 The services set forth in Exhibit B are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is

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provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Thirteen (13) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; additional meetings will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit
- .4 One (1) inspections for any portion of the Work to determine final completion; additional meetings will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Any services provided by the Architect more than Sixty (60) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

§ 4.2.7 Authority Having Jurisdiction (AHJ) Plan Reviews

The Architect shall prepare and submit plans, drawings, and other required documents for review and approval by the applicable Authority Having Jurisdiction (AHJ), which is the City of Anamosa as part of the Project's design process. The Architect shall address review comments and make reasonable revisions as necessary to comply with applicable codes, regulations, and standards enforced by the AHJ.

If the Owner or project requirements necessitate a change in the designated AHJ after the Architect has commenced work, the Architect shall provide services to accommodate the new AHJ as an Additional Service. The Owner agrees to compensate the Architect for such Additional Services in accordance with the terms outlined in this Agreement.

The Owner acknowledges that the AHJ's review process, comments, or requirements may result in changes to the Project's design, scope, or schedule. The Architect shall not be responsible for delays or additional costs arising from such changes beyond the Architect's reasonable control.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Accessibility Compliance

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (collectively, “Accessibility Requirements”) are subject to varying and potentially conflicting interpretations. The Architect shall exercise reasonable professional efforts and judgment to interpret applicable Accessibility Requirements as they pertain to the Project, based on those in effect as of the date of this Agreement. However, the Architect does not warrant or guarantee compliance with all potential interpretations of Accessibility Requirements and shall not be liable for non-compliance with such interpretations.

The Owner acknowledges its responsibility to determine the full extent of its obligations under Accessibility Requirements, including whether such requirements apply to the Project, the extent of modifications deemed readily achievable under the ADA, and any necessary alterations for improved disability access.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work also includes the compensation to the Architect and any other fees and costs that are known as of the date of the Agreement. The Cost of the Work does not include the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner and/or not known by the Architect as of the date of this Agreement.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 Construction Contingency

§ 6.8.1 The Construction Contingency is established for the purpose of addressing unknown, concealed conditions, or unforeseen circumstances that arise during the course of construction. The Construction Contingency shall only be utilized for items that could not reasonably have been anticipated at the time of design or construction contract award and that are necessary to achieve the intended scope, quality, and functionality of the Project. Permitted uses of the Construction Contingency include, but are not limited to:

1. Unanticipated site conditions, such as unexpected subsurface materials or hidden structural elements.
2. Modifications required to ensure compliance with applicable building codes or regulations discovered after construction begins.
3. Adjustments or enhancements that improve the long-term value, performance, or sustainability of the Project, provided such adjustments align with the Project's overall scope and intent.

§ 6.8.2 The Construction Contingency shall not be used to fund Owner-requested changes to the Project, including but not limited to:

1. Changes to the scope, design, or program requested by the Owner after the commencement of construction.
2. Aesthetic modifications or additions not necessitated by unforeseen conditions.
3. Changes that alter the approved budget, schedule, or scope without prior written agreement.

§ 6.8.3 All use of the Construction Contingency must be reviewed and approved in writing by the Architect and/or Owner, as applicable, prior to implementation. Any unused portion of the Construction Contingency shall remain the property of the Owner unless otherwise agreed upon in writing.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 Certificate of Merit

The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent Architect currently practicing in the same discipline as the Architect and licensed in the State of Iowa. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Associations in accordance with its Construction Industry Mediations Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction where the Project is located.
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, including its officers, directors, and employees (collectively, "Owner"), from damages or liabilities to the extent caused by the Architect's negligent performance of professional services under this Agreement, including the acts or omissions of its subconsultants or others for whom the Architect is legally responsible.

Similarly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, including its officers, directors, employees, and subconsultants (collectively, "Architect"), from damages or liabilities to the extent caused by the Owner's negligent acts, errors, or omissions in connection with the Project, including those of its contractors, subcontractors, consultants, or others for whom the Owner is legally responsible.

Neither party shall be
(Paragraphs Deleted)

obligated to indemnify the other for damages or liabilities arising from the other party's own negligence.

Notwithstanding the foregoing, the Architect's obligation to indemnify the Owner shall not include any duty to defend the Owner against claims, causes of action, or proceedings of any kind.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1

Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner

hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum: One Hundred Sixty-five Thousand Dollars and Zero Cents (\$165,000.00) broken down as follows:

Design Development Phase: Lump sum amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00)

Construction Documents Phase: Lump sum amount of Fifty-five Thousand Dollars and Zero Cents (\$55,000.00)

Procurement Phase: Lump sum amount of Sixty-five Thousand Five Hundred Dollars and Zero Cents (\$6,500.00)

Construction Phase: Hourly cost not-to-exceed amount of Forty-three Thousand Five Hundred Dollars and Zero Cents (43,500.00)

- .2 Percentage Basis

This amount is for Architectural services only. This amount does not include the services of a Civil, Geotechnical, Structural, Mechanical, Electrical, Plumbing, or other Engineering services.

- .3 Other

This amount is for Design Development, Construction Documents, Procurement, and Construction Phase Services only as described above.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as follows:

(Paragraph Deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table Deleted)

See breakdown in Article 11.1.1 above.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

Employee or Category	Rate (\$0.00)
Principal Architect	\$239.00 per hour
Architect	\$110.00 - \$220.00 per hour
Project Manager	\$150.00 - \$220.00 per hour
Design Staff	\$100.00 - \$160.00 per hour
Administrative/Clerical	\$100.00 - \$250.00 per hour
School Intern	\$50.00 per hour
Consultants	At their standard hourly rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraph Deleted)

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by

the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

§ 11.10.2.4 The following payment methods, such as cash, check, bank transfer, or credit cards may be used to pay for the Architect's services. All credit card transactions shall bear a Three Percent (3.00%) surcharge to help offset the costs incurred by the Architect for providing said payment option. The surcharge amount shall be shown at the time of payment through the Architect's secure online payment portal via their website. However, no surcharge will be applied to other payment methods, such as cash, check, or bank transfer. The Architect at any time may disallow the use of credit cards as an acceptable payment method.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an Additional Service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

§ 12.1.3 Should the Architect be requested or required to attend in-person or virtual City Council, Board of Supervisors, Board of Education, or other similar meetings the Architect will charge for time spent attending the meeting, including travel time to and from the meeting site, as an Additional Service at the hourly rates as shown above in Article 11.7 unless other fee arrangements are requested in advance.

§ 12.1.4 If a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. See attached Exhibit E for explanation of Betterment.

§12.1.5 Notwithstanding any other provision of this Contract, Architect shall have no obligation to maintain this Contract unless and until the City of Anamosa has provided Architect and/or Owner with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in the Contract, (a) the Contract may proceed to Section 106 preparation, or (b) the Section 106 preparation may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the Section 106 preparation; or (2) it has been determined that the project is exempt from federal environmental and a request for release of funds is not required. The City of Anamosa shall use its best efforts to conclude the environmental review of the property expeditiously."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025

Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025

(Paragraph Deleted)

Exhibit C – Summary of Construction Costs dated December 17, 2024

(Paragraph Deleted)

Exhibit D – CDBG-DR Required Language Provisions

This Agreement entered into as of the day and year first written above.

Init.

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User Notes:

(3B9ADA3D)

OWNER (Signature)

Rod Smith, Mayor
(Printed name and title)

ARCHITECT (Signature)

Kyle Martin, AIA LEED AP, President
(Printed name, title, and license number, if required)



Init.
/

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:02:21 ET on 05/23/2025.

PAGE 1

AGREEMENT made as of the Fifteenth day of April in the year Two Thousand Twenty-five.

...

City of Anamosa
107 South Ford Street
Anamosa, IA 52205

...

Martin Gardner Architecture, P.C.
700 11th St., Ste. 200
Marion, IA 52302
Telephone Number: 319-377-7604

...

Anamosa Downtown Facade Revitalization Project Phase 3
Downtown Business District
Anamosa, IA 52205
Facade improvements for up to 12 buildings located in the downtown business district of Anamosa, Iowa.

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Facade improvements for up to 12 building storefronts as shown on the attached Exhibit C – Opinion of Probable Construction dated December 17, 2024 . The program was developed under a previous agreement dated July 22, 2024. Work is limited to storefront rehabilitation. Sidewalk streetscape work is included only as it relates to new ADA ramps for building entrances for this Project.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated April 15, 2025 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

...

Up to 12 building facades as shown on the attached Exhibit C – Opinion of Probable Costs dated December 17, 2024.

PAGE 3

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.2.6, 3.3.2 and 3.4.4 for changes to the Cost of the Work.

...

§ 1.1.4 The Owner's anticipated design and construction milestone ~~dates~~ dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

...

Schematic Design Completion: Completed under the previous agreement dated July 22, 2024.

...

Construction Documents Completion: To be Determined

...

To be Determined

...

To be Determined

...

Final Completion and Owner Acceptance: To be Determined

...

Public Bidding as defined by the State of Iowa law.

...

Not Applicable

...

Derek Lumsden, MSARP, Executive Director
Jones County Economic Development
107 South Ford Street
Anamosa, IA 52205
Telephone Number: 319-480-7446

PAGE 4

City of Anamosa City Council

Individual Building Owners

...

.1 Geotechnical Engineer: Not Applicable

...

.2 Civil Engineer: Not Applicable

...

.3 Other, if any: Hazardous material testing.

...

(List any other consultants and contractors retained by the Owner.)

...

Kyle Martin, AIA, LEED AP, President
Bethany Jordan, AIA Project Architect
700 11th St., Ste. 200
Marion, IA 52302
Telephone Number: 319-200-8499
Email: bethanyj@martingardnerarch.com

...

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

...

.1 Structural Engineer: Not Applicable

...

.2 Mechanical Engineer: Not Applicable

...

.3 Electrical Engineer: Not Applicable

...

No Structural Engineering services have been retained at this time for the Project. Should any building included in this Project require mediation of unknown conditions, the Architect will hire a Structural Engineer as an additional service.

...

Building improvements shall conform to the CDBG Standards.

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

PAGE 5

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~and without having those~~ protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and ~~the requisite~~ AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.2 The Architect shall perform its services consistent with and limited to the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Such standard of care is not a warranty or guarantee and the Architect shall have no such obligation. Accordingly, the Owner should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ —) each accident, (\$ Five Hundred Thousand Dollars and Zero Cents~~ (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

PAGE 6

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions.

The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

...

§ 3.2 Schematic Design Phase ServicesServices: Completed under a previous agreement dated July 22, 2024.

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

...

§ 3.3 Design Development Phase ServicesServices: This Agreement

...

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

PAGE 8

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

...

§ 3.4.3.1 The Architect shall prepare on its own form the Notice to Bidders and post said Notice on behalf of the Owner as required by the State of Iowa Code Chapter 26. However, the Architect shall not prepare or post on behalf of the Owner any public notices as may be required by the Owner's code of ordinances and/or policies.

...

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

...

If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given

...

written approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

...

§ 3.5 Procurement Phase ~~Services~~Services: This Agreement

PAGE 9

§ 3.5.3 Negotiated Proposals

...

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

...

§ 3.5.3.2 ~~The Architect shall assist the Owner in obtaining proposals by:~~ Additional Services will be charged at the hourly rates shown in

...

- ~~1—facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process; Article 11.7 when substitutions require extensive research greater than two (2) hours of~~

...

- ~~2—organizing and participating in selection interviews with prospective contractors;~~

...

- ~~3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

...

- ~~4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

...

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. the Architect or Architect's Consultant time, per substitution.~~

...

§ 3.6 Construction Phase Services~~Services: This Agreement~~

PAGE 11

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Final Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect will include up to 8 hours of time for assisting the Owner with warranty issues that arise. Time beyond 8 hours will be billed as additional services, with Owner approval.~~

...

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

...

~~§ 4.1.1 The services listed below set forth in Exhibit B are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

PAGE 12

See attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

PAGE 13

...

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Included in this Agreement are Thirteen (13) visits to the site by the Architect during construction. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit

...

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; ~~Documents~~; additional meetings will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit

...

.4 One (1) inspections for any portion of the Work to determine final ~~completion~~; additional meetings will be charged for a flat rate of Seven Hundred Dollars and Zero Cents (\$700.00) per visit.

...

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 4.2.6 Any services provided by the Architect more than Sixty (60) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

...

§ 4.2.7 Authority Having Jurisdiction (AHJ) Plan Reviews

...

The Architect shall prepare and submit plans, drawings, and other required documents for review and approval by the applicable Authority Having Jurisdiction (AHJ), which is the City of Anamosa as part of the Project's design process. The Architect shall address review comments and make reasonable revisions as necessary to comply with applicable codes, regulations, and standards enforced by the AHJ.

...

If the Owner or project requirements necessitate a change in the designated AHJ after the Architect has commenced work, the Architect shall provide services to accommodate the new AHJ as an Additional Service. The Owner agrees to compensate the Architect for such Additional Services in accordance with the terms outlined in this Agreement.

...

The Owner acknowledges that the AHJ's review process, comments, or requirements may result in changes to the Project's design, scope, or schedule. The Architect shall not be responsible for delays or additional costs arising from such changes beyond the Architect's reasonable control.

PAGE 15

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

...

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Owner and Contractor where the Owner fails to include the Architect in said communications that effects the scope of the Project or the Architect's services the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, of costs associated with or arising out of such reduction, expansion, and/or alteration in the scope and services of the Project in which the Architect did not participate.

PAGE 16

§ 5.16 Accessibility Compliance

...

The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (collectively, "Accessibility Requirements") are subject to varying and potentially conflicting interpretations. The Architect shall exercise reasonable professional efforts and judgment to interpret applicable Accessibility Requirements as they pertain to the Project, based on those in effect as of the date of this Agreement. However, the Architect does not warrant or guarantee compliance with all potential interpretations of Accessibility Requirements and shall not be liable for non-compliance with such interpretations.

...

The Owner acknowledges its responsibility to determine the full extent of its obligations under Accessibility Requirements, including whether such requirements apply to the Project, the extent of modifications deemed readily achievable under the ADA, and any necessary alterations for improved disability

...

ARTICLE ~~access.~~

...

ARTICLE 6 COST OF THE WORK

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work ~~does not include the compensation of the Architect; also includes the compensation to the Architect and any other fees and costs that are known as of the date of the Agreement.~~ The Cost of the Work does not include the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the ~~Owner~~ Owner and/or not known by the Architect as of the date of this Agreement.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 6.8 Construction Contingency

...

§ 6.8.1 The Construction Contingency is established for the purpose of addressing unknown, concealed conditions, or unforeseen circumstances that arise during the course of construction. The Construction Contingency shall only be utilized for items that could not reasonably have been anticipated at the time of design or construction contract award and that are necessary to achieve the intended scope, quality, and functionality of the Project. Permitted uses of the Construction Contingency include, but are not limited to:

1. Unanticipated site conditions, such as unexpected subsurface materials or hidden structural elements.
2. Modifications required to ensure compliance with applicable building codes or regulations discovered after construction begins.
3. Adjustments or enhancements that improve the long-term value, performance, or sustainability of the Project, provided such adjustments align with the Project's overall scope and intent.

...

§ 6.8.2 The Construction Contingency shall not be used to fund Owner-requested changes to the Project, including but not limited to:

1. Changes to the scope, design, or program requested by the Owner after the commencement of construction.
2. Aesthetic modifications or additions not necessitated by unforeseen conditions.
3. Changes that alter the approved budget, schedule, or scope without prior written agreement.

...

§ 6.8.3 All use of the Construction Contingency must be reviewed and approved in writing by the Architect and/or Owner, as applicable, prior to implementation. Any unused portion of the Construction Contingency shall remain the property of the Owner unless otherwise agreed upon in writing.

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§ 8.1.4 Certificate of Merit

...

The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Owner has first provided the Architect with a written certification executed by an independent Architect currently practicing in the same discipline as the Architect and licensed in the State of Iowa. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation-Mediations Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

☒ [X] Litigation in a court of competent jurisdiction where the Project is located.

...

§ 8.3 ArbitrationIndemnification

...

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, including its officers, directors, and employees (collectively, "Owner"), from damages or liabilities to the extent caused by the Architect's negligent performance of professional services under this Agreement, including the acts or omissions of its subconsultants or others for whom the Architect is legally responsible.

...

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. Similarly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, including its officers, directors, employees, and subconsultants (collectively, "Architect"), from damages or liabilities to the extent caused by the Owner's negligent acts, errors, or omissions in connection with the Project, including those of its contractors, subcontractors, consultants, or others for whom the Owner is legally responsible.

...

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. Neither party shall be

...

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.4 Consolidation or Joinder

...

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). obligated to indemnify the other for damages or liabilities arising from the other party's own negligence.

...

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question

~~not described in the written consent. Notwithstanding the foregoing, the Architect's obligation to indemnify the Owner shall not include any duty to defend the~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. Owner against claims, causes of action, or proceedings of any kind.~~

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§ 9.5.1 If the Owner terminates, modifies or reduces any portion of the Architect's services under this Agreement, the Owner shall indemnify, and hold the Architect and its consultants harmless from and against damages, losses and judgments arising from claims by the Owner or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Architect did not provide or in which the Architect did not participate.

...

.1 Termination Fee:

...

.2—Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

Fifty Percent (50.00%) of the Architect's total fee as shown in Article 11.1 below.

...

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Final Completion.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. located.

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§ 10.10 All of the Architect's communications, actions, and documentation relative to the Project shall be covered by this Agreement.

...

§ 10.11 The Architect's services shall be limited to those expressly set forth in this Agreement, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

§ 10.12 The Architect's commitments as set forth in the Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to unilaterally reduce or expand the Architect's scope of services without written approval by the Architect to this Agreement, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction or expansion of services.

...

- .1 Stipulated ~~Sum~~Sum: One Hundred Sixty-five Thousand Dollars and Zero Cents (\$165,000.00) broken down as follows:

...

Design Development Phase: Lump sum amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00)

...

Construction Documents Phase: Lump sum amount of Fifty-five Thousand Dollars and Zero Cents (\$55,000.00)

...

(Insert amount)

...

Procurement Phase: Lump sum amount of Sixty-five Thousand Five Hundred Dollars and Zero Cents (\$6,500.00)

...

Construction Phase: Hourly cost not-to-exceed amount of Forty-three Thousand Five Hundred Dollars and Zero Cents (43,500.00)

...

(Insert percentage value)

...

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. This amount is for Architectural services only. This amount does not include the services of a Civil, Geotechnical, Structural, Mechanical, Electrical, Plumbing, or other Engineering services.

...

(Describe the method of compensation)

...

This amount is for Design Development, Construction Documents, Procurement, and Construction Phase Services only as described above.

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025.

...

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as follows:

...

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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See breakdown in Article 11.1.1 above.

...

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

...

<u>Principal Architect</u>	<u>\$239.00 per hour</u>
<u>Architect</u>	<u>\$110.00 - \$220.00 per hour</u>
<u>Project Manager</u>	<u>\$150.00 - \$220.00 per hour</u>
<u>Design Staff</u>	<u>\$100.00 - \$160.00 per hour</u>
<u>Administrative/Clerical</u>	<u>\$100.00 - \$250.00 per hour</u>
<u>School Intern</u>	<u>\$50.00 per hour</u>
<u>Consultants</u>	<u>At their standard hourly rates.</u>

...

~~.4—Transportation and authorized out-of-town travel and subsistence;~~

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

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Not Applicable

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

18.00 % per annum

...

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In the event the Owner disputes any portion of an invoice, the Owner shall pay all undisputed portions of such invoice as required by this Agreement. Furthermore, the Owner shall not withhold any payment or portion thereof as an offset to any current or future claim. The Owner may only withhold payment as to those specific services the Owner claims were improperly performed. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025.

...

§ 11.10.2.4 The Architect reserves the right at its sole discretion to delay or deny in whole or in part the release of its Instruments of Service including but not limited to Schematic Design, Design Development, and Construction Documents for use by the Owner and/or Contractor or other party if the Owner has amounts unpaid Forty-five (45) days after the date of invoice.

...

§ 11.10.2.4 The following payment methods, such as cash, check, bank transfer, or credit cards may be used to pay for the Architect's services. All credit card transactions shall bear a Three Percent (3.00%) surcharge to help offset the costs incurred by the Architect for providing said payment option. The surcharge amount shall be shown at the

time of payment through the Architect's secure online payment portal via their website. However, no surcharge will be applied to other payment methods, such as cash, check, or bank transfer. The Architect at any time may disallow the use of credit cards as an acceptable payment method.

...

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an Additional Service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of the project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

§ 12.1.3 Should the Architect be requested or required to attend in-person or virtual City Council, Board of Supervisors, Board of Education, or other similar meetings the Architect will charge for time spent attending the meeting, including travel time to and from the meeting site, as an Additional Service at the hourly rates as shown above in Article 11.7 unless other fee arrangements are requested in advance.

§ 12.1.4 If a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. See attached Exhibit E for explanation of Betterment.

§12.1.5 Notwithstanding any other provision of this Contract, Architect shall have no obligation to maintain this Contract unless and until the City of Anamosa has provided Architect and/or Owner with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in the Contract, (a) the Contract may proceed to Section 106 preparation, or (b) the Section 106 preparation may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the Section 106 preparation; or (2) it has been determined that the project is exempt from federal environmental and a request for release of funds is not required. The City of Anamosa shall use its best efforts to conclude the environmental review of the property expeditiously."

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.2 — Building Information Modeling Exhibit, if completed:

...

.3 — .2 Exhibits:

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated April 15, 2025

...

Exhibit B - Supplemental Services Table 4.1.1 dated April 15, 2025

...

~~4~~ Other documents:

...

Exhibit C – Summary of Construction Costs dated December 17, 2024

...

(List other documents, if any, forming part of the Agreement.)

...

Exhibit D – CDBG-DR Required Language Provisions

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Rod Smith, Mayor

Kyle Martin, AIA LEED AP, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:02:21 ET on 05/23/2025 under Order No. 4104245199 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Date: April 15, 2025

Project Name: Anamosa Downtown Revitalization Façade Project Phase 3

Exhibit A to Contract AIA B101-2017

Additional Contract Provisions and Modifications to the Standard Contract

14.1 ADDITIONAL CONTRACT PROVISIONS AND MODIFICATIONS TO THE STANDARD CONTRACT

14.1.1 Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and Architects officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

14.1.2 Deficiencies in Services: Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect's services reflected in the invoice and is not aware in any deficiencies in the Architect's services.

14.1.3 Disputed Invoices: If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 11.10.2.1 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.

14.1.5 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

14.1.6 Electronic Files: Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors.

14.1.6.1 – Not Used

14.1.6.2 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

14.1.6.3 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting

Date: April 15, 2025

Project Name: Anamosa Downtown Revitalization Façade Project Phase 3

in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

14.1.6.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

14.1.6.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

14.1.6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

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

14.1.7 **Changed Conditions:** The Owner and Architect agree that when changes in the project occur, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or reject this change. Either party has the right to terminate this agreement in accordance with Article 9 of this Agreement.

14.1.8 **Code Compliance:** The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.

14.1.9 **Confidential Communications:** The Architect may be required to report on the past or current qualifications and performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander or other claim against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect, its officers, directors, employees and subconsultants (collectively Architect) harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly

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arising from such professional opinions and reports rendered by the Architect to the Owner or Owner's agents. For publicly bid projects the Architect will comply with public policy in reporting the reliability of the Contractor. The Architect will provide references of past experience with the Contractor, but the decision to hire the Contractor is solely that of the Owner.

The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.

14.1.10 Known and Suspected Environmental Hazards: This paragraph supplements information outlined in Article 5. In consideration of the substantial risks to the Architect posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of the Architect. The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction within the CDBG grant requirements.

14.1.11 Contingency Fund: This paragraph supplements information outlined in Article 6 and specifically paragraph 6.3. The Owner and the Architect acknowledge that changes may be required because of possible changes in the Owner's requirements, omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of ten (10) percent of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his sub-consultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

14.1.12 Architect Services: Should the services of the Architect not be continued beyond the schematic or design development phases of this contract, it is understood that the drawings and other instruments of services are preliminary and not meant for construction. Further the Owner agrees to indemnify and hold harmless the Architect from any claims which may arise out of the use of such schematic designs for construction purposes.

14.1.13 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within 60 days of the invoice date, the Architect may suspend or terminate services at his option in accordance with Article 9. The Architect also shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, he shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.1	<u>Scope of Services</u>	The work of this project is limited to the scope of service described by the CDBG grant for this project. Work beyond the scope of the grant will be considered an additional service. If such work is requested by a building owner or if in the course of the project additional work needed for the structural integrity of the building, the Architect will prepare a proposal for Additional services for review by the City of Anamosa and acceptance by the building Owner.	All Phases	Architect	Work project prepared for this project is incorporated in the presentation materials and construction documents prepared for this project.
4.1.2	<u>Building Owner Contact</u>	The Building Owner will provide contact information, name, address, telephone, and email if available, to the City of Anamosa and the Architect. If this contact changes during the course of the project, the Building Owner will update such information.	All Phases	Owner	Correspondence with requested information.
4.1.3	<u>Simultaneous Construction</u>	Work performed on one of the project buildings by other contractors at the same time as the grant project is under construction.	All Phases	Architect	Coordination of contractors will be charged for as an additional service.
4.1.4	<u>Communication, Chain of Command, and Project Administration</u>	The means by which information is communicated and by which the project is administered.	All Phases	Owner, Building Owners, Grant Administrator	The contract for Architectural Services is with the City of Anamosa. The representative designated by the City shall be the primary contact for project information, guidance, and direction on the project. The Architect will meet with Building Owners, with the City Representative present whenever possible. The Architect will communicate with ECICOG, IEDA, SHPO, the Anamosa Building Department, and other agencies as needed for the project. The Architect will be the City of Anamosa's representative to the Contractors as outlined within this
4.1.5	<u>Building Owner Meetings</u>	Meetings with the building owners to review project scope, status, design, budget, or other project related topics.	All Post-Grant Award Phases	Architect with limitations	Architect will meet with the building owners as follows:
4.1.5.1					Meeting 1 - (New) IEDA required on-site meeting with all building owners and project partners prior to the start of Design Development.
4.1.5.3					Meeting 2 - Review design development documents with building owners to confirm scope of work and costs are still acceptable to the building owner.
4.1.5.4					Meeting 3 - Review Construction Documents with building owners and discuss changes from the original design.
4.1.5.5					Construction Phase Meetings - The City Representative may invite Building Owners to meetings during construction for project updates. The Architect will attend up to 6 of these meetings that are to be held in conjunction with the monthly construction jobsite meeting.
4.1.6	<u>Work Beyond the Scope of the Grant</u>	Services requested by a building owner or required for the structural integrity of a structure that goes beyond the scope of the CDBG grant. Such services to be billed to the City of Anamosa for reimbursement by the Building Owner as a part of paying for the building work.	Any Phase	Architect	Materials may be added to the Construction Documents for bidding as a part of the overall project or bid separately depending upon requirements of IEDA.
4.1.7	<u>Existing Facilities Surveys</u>	Field verifying condition of the storefronts of the existing structures and identification of conditions requiring attention. The survey may include review of existing materials, repairs required, and building code review.	Construction Documents	Architect	Construction Documents for ongoing services. Services to determine remedial and maintenance work required on the existing storefronts. No separate report will be provided for the overall building condition.
4.1.8	<u>Destructive Exploration</u>	Looking at the outside of a building does not tell the entire story about a building. Conditions hidden within walls, ceiling cavities, or under layers of finish hide information that indicate structural problems. To cut into these areas before the start of construction leads to a blemish on the building that is unsightly in the interim and if no faults are found requires patching and repair. The typical limitation upon architectural services is that building conditions are inferred without destructive exploration. Asbestos testing will be conducted by certified technicians and will employ destructive demolition of the surface of materials. See that section for additional information.	Construction Documents	Owner	The Architect will prepare work product from observations of the building and will not perform destructive demolition. If conditions appear to require destructive demolition, the Architect will notify the City Representative and the Building Owner and will work them to hire contractors to perform the demolition or in the case of minor investigation may elect to perform the service themselves. The obligation to conduct the investigation and repair the surface is up to the Building Owner to repair unless it can be included in the grant project.
4.1.9	<u>Preliminary Survey and Work Plans</u>	Assessment of the physical appearance of each building storefront and evaluation of its level of integrity, physical condition, probable historical significance of individual elements, and recommended work plan, whether historical or not. Assessment of the building requires access to the Architect and other consultants by the Owner.	Schematic Design	Architect	Schematic Design Documents and Project Schedule. No separate report will be provided.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.10	<u>Documentation of Existing Conditions</u>	Provide a record of the property storefronts as they now exist, which may include measured drawings, field notes, photographs, or other means of documentation of the storefronts.	Schematic Design	Architect	File photographs, notes, and measured drawings. The building storefronts in the project will be documented only as far as required for the scope of the renovations provided.
4.1.11	<u>Historic and Building Record Materials</u>	Drawings, photographs, plans, or other materials that describe the structure when it was built, as it was modified, or as it currently exists.	Schematic Design	Owner	Owner records. The Architect requests that the Building Owner provide copies of any historic photographs, grant applications, reports, or any other historic materials possessed by the Owner or their Consultants.
4.1.12	<u>Historic Tax Credits, National Trust Nominations, Building History Research, Archeological Research, Historic Structure Report (HSR), and Historic American Building Survey/Historic American Engineering Record (HABS/HAER), and applications or work for other grant programs</u>	Researching the history of the building and site and preparation of standardized reports or drawings for purposes of building documentation and submission to historic agencies for grants, National Trust, or other national agencies beyond the scope of the CDBG grant which outlines the scope of this project.	Ongoing	Owner	This project scope does not include any services for these or other programs.
4.1.13	<u>Condition Survey</u>	Describe the condition of the building storefronts and identify the location of areas of concern. No finished report of the building conditions will be prepared for this project.	Schematic Design/Construction Documents	Architect	File photographs, notes, and measured drawings. Testing of structural elements, replacement of structural elements, such as beams, columns, or wall ties, and seismic reinforcement of the storefront are not included in this scope of services. Any services of a structural engineer will be an additional expense.
4.1.14	<u>Owner project contributions</u>	The Building Owner financial contribution to the project will be computed, at various points throughout the project, by the Grant Administrator and the Owner.		Owner, Grant Administrator	The City and ECICOG are responsible for supplying information to building owners about project financing requirements.
4.1.15	<u>Bidding Information</u>	Breakdowns of individual building costs.	Bidding Phase	Architect	The Architect will require the General Contractor to submit breakdowns of the individual building project costs. The project cost will be shown as one lump sum amount.
4.1.16	<u>Structural Investigation</u>	Visually review the existing storefront for indications of structural failure. Indicators will include masonry, stucco, or plaster cracking, excessive sagging of structural elements, separation of building materials, or deterioration of the material integrity due to crushing, weathering, or rot.	Schematic Design/Construction Documents	Architect	File photographs, notes, and measured drawings.
4.1.17	<u>Programming</u>	Identification of building uses and the spaces required to meet these uses.	Programming Phase	Architect	Programming is not necessary for this project. If need arises, it will be charged for as an additional service.
4.1.18	<u>Multiple Preliminary Designs</u>	Providing more initial design concepts than the agreed upon amount.	Schematic Design	Architect	Incorporated in Schematic Plans. No more than One (1) exterior schemes for Owner consideration. Each additional scheme will be billed for at a flat fee of \$500.00, or at a fee agreed upon in advance. Such services will be billed to the City of Anamosa for Reimbursement by the Building Owner.
4.1.19	<u>Measured Drawings</u>	Field verifying critical dimensions of existing buildings or site.	Not provided as all buildings are existing and no site improvements or	Not Provided	Incorporated in Schematic Plans. If additional field measurements or site survey for concealed conditions is required this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.20	<u>Site Evaluation and Planning AIA Agreement B203-2017</u>	Analyzing and proposing alternative conceptual designs on alternate available building sites.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.21	<u>Building Information Modeling (BIM)</u>	Computerized identification and coordination of building systems in a graphic environment.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.22	<u>Selective Demolition</u>	Remove portions of the structure or designated materials to determine materials, elements, or structural integrity.	Construction Phase	General Contractor	If needed, the Architect may request for the General Contractor to provide selective demolition, in accordance with the construction contract. The Architect will not perform selective demolition.
4.1.23	<u>Mortar Analysis</u>	Analyze existing materials to determine material, colors, or content. While this analysis has been required for past projects, it is no longer required.	Construction Document Phase	Owner	If mortar analysis is determined to be required, the Owner will procure testing services as was done on previous projects.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.24	<u>Hazardous Material Identification and Assessment</u>	Identify mold, asbestos, lead, radon or other hazardous materials in the existing building materials. This testing allows proper removal or mitigation of materials affected by construction that might endanger construction workers or building occupants.	Design Development/Construction Documents	Owner	The Architect will assist the City by providing current drawings of the scope of work, so the City can obtain proposals for any necessary hazardous material testing services. Asbestos testing will be required. It will be assumed that all paint on the project contains lead and the Contractors will be required to use workers certified in working with lead for the project. If needed, further testing proposals for lead, mold, or radon will be obtained by the City.
4.1.25	<u>Building Colors</u>	Selection of interior and exterior colors related to the scope of the project.	Design Development/Construction Documents	Architect	The Architect will prepare color recommendations on the design drawings. The Owner may request one change in the colors of the Architect at no additional cost. Refer to article 4.1.18 for compensation of additional color schemes. Colors for the project are to be based upon colors compatible and appropriate with the existing materials to remain on the building.
4.1.26	<u>Awnings</u>	Design of the shape and materials.	Construction Documents	Architect	The Architect will propose and review awning fabric designs and samples with the building owner.
4.1.27	<u>Accessibility Evaluation and Design</u>	Survey of the storefront entrances to establish the degree of handicapped accessibility and redesign of entrances for accessibility.	Design Development/Construction Documents	Architect with limitations	Accessibility design is limited to only those buildings that have requested an ADA compliant new design. Not all building facades will be evaluated for ADA compliance.
4.1.28	<u>Civil Engineering</u>	Design of the site for the proposed building.	Not Provided	Civil Engineer	If Civil Engineering is required, the Architect will procure civil design as an additional service.
4.1.29	<u>Landscape Design</u>	Selection of decorative and sustainable plantings to surround the building and site.	Not Provided	Architect and/or Landscape Architect and/or Civil Engineer	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.30	<u>Architectural Interior Design</u>	Selection of wall, floor, ceiling, wood trim, doors, door frame, and other miscellaneous building construction related finishes and colors.	Not Provided	Owner, if desired	Interior work on this project is limited to interior areas directly affected by the exterior storefront work. Contractor's will be directed to match paint colors, but due to age and color variances in the existing matches may not be possible. Flooring, wallpaper, and other materials that must be touched by construction will not match existing materials exactly.
4.1.31	<u>Value Analysis AIA Document B204-2007</u>	Detailed comparative analysis of cost comparisons.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.32	<u>Detailed Cost Estimating</u>	Provide construction costs in detailed format similar to the detail assembled by Contractors in preparing bids for the project.	Not Provided	Owner/General Contractor	The Architect provides opinions of construction cost as a part of basic services. These opinions provide some breakdown of costs. Detailed breakdown of costs can be obtained from specialized project estimating services that can be retained as an Additional Service.
4.1.33	<u>Bid Alternates</u>	A bid alternate is a defined portion of the Project that is priced separately and thus provides an option for the Owner in determining the final scope of the Project during bidding and is reflected in the Construction Documents. Alternates provide the Owner with a choice between different products or can define the addition or deletion of a portion of the Project.	Not Provided	Architect	Simple bid alternates may be incorporated into the construction documents for no additional fee solely at the Architect's discretion. If a bid alternate requires additional time and effort from the Architect, the Architect will notify the Owner in advance and provide such Additional Services at the hourly rates as shown in Article 11.7, or at an agreed to fee.
4.1.34	<u>Multiple Bid Packages</u>	Bidding the project in multiple bid packages rather than one lump sum bid amount.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.35	<u>Re-Bidding</u>	Rejection of the Project bids at the Owner's discretion and modifications of the Project scope for re-bidding purposes as reflected in revised Construction Documents for bidding.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.36	<u>Value Engineering</u>	Changes to the Documents after bids have been received in order to reduce the Project cost and/or scope.	Not Provided	Architect/Contractor	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.37	<u>Extended On Site Project Representation</u>	Representation on the site by members of the Architectural team on a daily or extended basis. Basic services are outlined in Section 3.6.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.38	<u>Conformed Construction Documents</u>	A separate set of drawings prepared after bidding has completed to document any changes made during the bidding process. Normally not provided at this scale of project.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.39	<u>As-Designed Record Drawings</u>	These are drawings which represent every design change in the project. These and As-Built Record Drawings are combined on this scale of project.	Provided as part of 4.1.20	Architect	If the Owner requests separate As-Designed Record Drawings, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Form in which the information or service is provided, scope of the service provided, modifications to the standard service shown in this agreement, or special conditions adopted for this project.
4.1.40	<u>As-Constructed Record Drawings</u>	Drawings prepared at the end of the Construction Phase which reflect changes made in the project during construction. These drawings are prepared as the project progresses during construction. Each construction trade records their changes. The final record is submitted to the Architect for review prior to transmittal to the Owner.	Construction Phase	General Contractor (Included in services covered by the Construction Contract.)	As-Built Drawings: Architect's review of the as-built drawings prepared by the Contractors is included in the services covered by this agreement. If the Owner is requesting separate As-Built Record Drawings to be provided by the Architect, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.41	<u>Post Occupancy Evaluation</u>	A formal review process hosted by the Architect for building users.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.42	<u>Facility Support Services AIA Document B210-2017</u>	Documentation and surveys that support the operation of the facility.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.43	<u>Tenant Related Services</u>	For use in buildings with rentable area.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.44	<u>Architect Coordination of Owner's Consultants</u>	Parties contracted for by the Owner directly and separate from the building design team.	As needed by the Owner	Architect	Coordination with the Owner's Grant Administrator and hazardous testing consultants is included. Additional consultants hired by the Owner, that require additional coordination beyond the Architects contracted scope of work is considered an additional service.
4.1.45	<u>Telecommunications/Data Design</u>	Additional telephone and data equipment to supplement or replace the current equipment in the existing building.	Not Provided	Owner, if desired	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.46	<u>Security Evaluation and Planning AIA Document B206-2007</u>	Study of security needed for high level threats to building occupants. The AIA Contract Document B206-2007 includes extensive site and building design for security planning that go far beyond the budget of this project.	Not Provided	Owner/Architect	The Architect will provide as a part of this agreement for services, information about door security and other electronic systems. Floor plan design will consider visual security of the project. No dedicated studies or use of security consultants is included in the Project.
4.1.47	<u>Commissioning AIA Document B211-2007</u>	Commissioning is a process required as a part of the start up of LEED projects and certain Grant Programs.	Not Applicable	Architect and Commissioning Agent	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.48	<u>Sustainable Project Services pursuant to Section 4.1.3 AIA Document E204-2017</u>	Sustainability services as required in AIA Document E204-2017, Sustainable Projects Exhibit.	Not Provided	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.49	<u>Extensive Environmentally Responsible Design</u>	Analysis of the entire universe of environmental responses to the building design and process. This has not been defined as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.50	<u>LEED Certification AIA Document B214-2007</u>	LEED Certification has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.51	<u>Fast-Track Design Services</u>	This is a method of building design where a building starts construction before Construction Documents are completed. This has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.52	<u>Historic Preservation AIA Document B205-2001</u>	For use in historically significant or designated structures. The extent of this service is limited to the scope of the CDBG grant.	Not Applicable	Owner	Not Provided in accordance with this document.
4.1.53	<u>Furniture, Furnishings, and Equipment Design AIA Document B253-2007</u>	Selection, specification, and pricing of furniture, furnishings, and equipment for the Project.	Not Applicable	Architect and/or Interior Designer	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at an agreed upon fee in advance.

ANAMOSA FAÇADE IMPROVEMENTS, PH. 3

12/17/2024

Preliminary Opinion of Costs

Building	Total Individual Building Construction Costs
1 118 E - VACANT	\$174,798
2 124 E - GRANT WOOD ART GALLERY	\$77,398
3 126 E MAIN - WAPSI VALLEY ARCHEOLOGY	\$164,175
4 128 E MAIN - LEXINGTON	\$111,296
5.1 130 E MAIN - BOONDOCKS	\$125,303
5.2 130 E MAIN - 2nd & 3rd Floors	\$97,332
6 136 E MAIN - AXE-CADE	\$127,989
7 138 E - VACANT	\$166,105
8 200 E - STARLIGHTERS THEATER	\$214,795
9 210 E - VACANT	\$105,176
10 212 E MAIN - VACANT	\$69,039
11 216 E MAIN - HARLEQUIN HOMES	\$57,313
12 315 E MAIN - WAPSI PHYSICAL THERAPY & FITNESS CENTER	\$65,958
Column Totals	1,556,675
Total Project Fees (Calculated on Separate Worksheet)	221,000
TOTAL PROJECT COST	1,777,675

Statements of probable construction cost prepared by Martin Gardner Architecture represents our best judgments as design professionals familiar with the construction industry. However, neither Martin Gardner Architecture nor the Owner has control over the cost of labor, materials or equipment, over the contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Martin Gardner Architecture. cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the owner, if any, or from any statement of probable construction cost prepared by Martin Gardner Architecture.

Martin Gardner Architecture

700 11th Street
Marion, IA 52302

Required Contract Provisions



REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD..

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

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

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

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

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

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

8. Build America, Buy America Requirements

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



Betterment

In law, the concept of *betterment* or *unjust enrichment* means that a person who is damaged because of another's mistake should be entitled to recoup losses caused by that mistake but not to gain an advantage or profit because of it.

To illustrate, let's use a simple example: the architect of a post office omitted the restrooms for postal employees from her plans. It was not until the construction of the post office was nearly complete that someone finally noticed the omission. Clearly, it had to be corrected, and the government demanded the bathrooms be installed at the architect's expense.

What were the architect's obligations? Bathrooms were required; the contractor would have included the cost in the bid sum, and the government would have paid for them if they had been designed, included in the bid documents and installed in the first place. Because the post office was nearly complete, however, the restrooms would now cost more to install. There might be demolition costs, materials and labor might now be more expensive, concrete would have to be sawed, drain lines brought in, plumbing installed and temporary bathrooms rented. What's more, the contractor would doubtless add profit and overhead charges on the resulting change orders. (See **Change Orders** for more information.)

Under the concept of betterment, the architect is legally responsible only for the "delta"—the costs over and above what it would have cost had the bathrooms been designed, specified and constructed in the first place. This extra cost is the *premium* that must be paid to add the omitted item out of normal sequence. The post office would have to pay what the cost of labor and materials would have been if the restrooms had been built in the proper sequence during the original construction. The post office is not entitled to get the benefit of the bathrooms for free.

The Problem

Your client, when confronted with an unexpected contractor's change order for something you neglected to specify, is going to blame you. If you made a mistake, your client may expect you to pay whatever it takes to make it right—even if it means the entire cost of an omitted item would come out of your pocket. If tempers were, you could explain that your client would have had to pay for the item anyway, had it been in the plans. But he or she isn't going to want to hear a lesson on the legal concept of unjust enrichment just then.

Unless you have paved the way for just such an eventuality, both in talks with your client and in contract language that makes your mutual expectations crystal clear, this kind of situation can escalate from a minor dispute to full-scale litigation.

The Solution

The best solution is to explain the concept of betterment to your client when you are drafting your agreement.

Your goal is to avoid any misunderstandings should problems occur and to have your client acknowledge understanding of the concept. (It is the law anyway, the way a court would usually apportion the damages if it came to that.) Then, with a contract clause that reflects that understanding, both of you will know what to expect if a glitch arises. Such a clause could be added to a Standard of Care clause or it could stand alone. Here is a sample clause:

BETTERMENT

If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Be aware that you could undermine a Betterment provision if you give any guarantee to the client that your plans and specifications are complete and correct, or if you agree to reimburse the owner for "all damages resulting from the use of plans or specifications." (See **Certifications, Guarantees and Warranties, Defects in Service and Standard of Care** for more information.)

By defining your responsibilities under the concept of betterment and having your client acknowledge that there is "no free lunch," you will have gone a long way toward preventing a major source of misunderstanding and disputes.

You can start by talking to your clients and educating them on the possible pitfalls and imperfections of the design and construction process. Such a discussion offers the perfect opportunity to suggest that your client plan on a contingency fund for unexpected costs related to design. (See **Contingency Fund** for more information and sample clauses.)

Related Topics (See also)

Certifications, Guarantees and Warranties

Change Orders

Code Compliance

Contingency Fund

Defects in Service

Standard of Care

The information contained herein is intended for informational purposes only. Insurance coverage in any particular case will depend upon the type of policy in effect, the terms, conditions and exclusions in any such policy, and the facts of each unique situation. No representation is made that any specific insurance coverage would apply in the circumstances outlined herein. Please refer to the individual policy forms for specific coverage details. AXA XL is a division of AXA Group providing products and services through three business groups: AXA XL Insurance, AXA XL Reinsurance and AXA XL Risk Consulting. In the US, the AXA XL insurance companies are: AXA Insurance Company, Catlin Insurance Company, Inc., Greenwich Insurance Company, Indian Harbor Insurance Company, XL Insurance America, Inc., XL Specialty Insurance Company and T.H.E. Insurance Company. In Canada, coverages are underwritten by XL Specialty Insurance Company - Canadian Branch and AXA Insurance Company - Canadian branch. Coverages may also be underwritten by Lloyd's Syndicate #2003. Coverages underwritten by Lloyd's Syndicate #2003 are placed on behalf of the member of Syndicate #2003 by Catlin Canada Inc. Lloyd's ratings are independent of AXA Group. Not all of the insurers do business in all jurisdictions nor is coverage available in all jurisdictions. Information accurate as of November 2020.

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