



CITY OF ANAMOSA
CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, AUGUST 10, 2026 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 E. 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 the July 27, 2026 – Regular Session
 - b) Current bills
 - c) Noise/street closure permit applications
- 4.0) **Presentations:**
 - 4.1) **Community Foundation Update** – Cultivate Anamosa/Jones County Community Foundation (Sheila Tjaden).
- 5.0) **Council Action Items:**
 - 5.1) **Resolution 2026-47** – Setting the date for the Public Hearing, pursuant to Section 544.23 of the Iowa Code, to vacate the City easement, located at Grant Wood Plaza, Lot 3 (Assessor's Parcel Number 0912154001), within the City of Anamosa. **Roll Call.**
 - 5.2) **Resolution 2026-48** – Approving and authorizing the placement of funds in various depositories and updating authorized depositories. **Roll Call.**
 - 5.3) **Discussion & Possible Action** – Anamosa Sidewalk Program (Previously reviewed in November 2025).
 - 5.4) **Review & Approve** – Professional Services Agreement, for the Hamilton Street Reconstruction Project, as included in the FY27 Capital Improvement Budget.
 - 5.5) **Review & Approve (Consent Agenda):** Pay requests totaling \$100,305.22.
 - a) From Cornerstone, in the amount of \$91,255.22, for the Downtown Façade Revitalization Project.
 - b) From ECICOG, in the amount of \$8,000.00, for Comprehensive Plan.
 - c) From ECICOG, in the amount of \$1,050.00, for the Downtown Façade Revitalization Project.
- 6.0) **City Administrator's Report**
- 7.0) **Mayor & Council Reports**
 - 7.1) Mayor's report
 - 7.2) Council reports
- 8.0) **Public Comment For Items Not On The Agenda**
- 9.0) **Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS
July 27, 2026

The City Council of the City of Anamosa met in Regular Session on July 27, 2026, 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, Tim Shada, Todd Weimer, Dan Smith, and Brian Hurt. Absent: none. Also present were Jeremiah Hoyt, City Administrator and Kaylee Palmer, 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 K. Smith, seconded by Hurt approving the consent agenda items: Minutes of the Regular Session 07/13/26, and current bills. Roll vote: Ayes- K. Smith, Shada, Weimer, D. Smith, Hurt, Crump. Nays- none. Motion carried.

Mayor Smith turned the floor over to Melissa Clow HR Green for a project status update. Council Member Hurt inquired about the Sidewalk Program, and Clow provided an overview of the project's scope and current progress. Hurt also asked about the delay of the Sanitary Sewer Rehabilitation Project at Elm St. and Hickory St. Clow explained that the delay was due to several approved change orders, which extended the project's timeline.

Mayor Smith opened the public hearing at 6:10 p.m. on the proposed adoption of the City of Anamosa Comprehensive Plan 2026-2036.

Mayor Smith turned the floor over to Tom Gruis, Senior Planner with the East Central Iowa Council of Governments (ECICOG), for a presentation on the Anamosa Comprehensive Plan. Gruis provided an overview of the purpose of the plan, its goals and objectives, and how it will help guide the community's future growth and development. Council discussion followed.

Mayor Smith opened the floor to public comment.

Joshua Ludley, who resides at 302 Harlan Street in Olin, Iowa, asked if the Dillon Military Bridge could be added to the Comprehensive Plan. Council discussion followed.

Mayor Smith closed the public hearing at 6:47 p.m.

Motion by Crump, seconded by D. Smith approving Resolution 2026-43, a resolution approving the adoption of the Anamosa Comprehensive Plan 2026-2036. Roll vote: Ayes- Shada, Weimer, D. Smith, Hurt, Crump, K. Smith. Nays- none. Motion carried.

Motion by D. Smith, seconded by Crump approving Resolution 2026-44, a resolution authorizing the City Clerk to make the appropriate interfund transfer of funds and record the same in the appropriate manner. Roll vote: Ayes- Weimer, D. Smith, Hurt, Crump, K. Smith, Shada. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump approving Resolution 2026-45, a resolution designating the public notice locations for governmental bodies of the City of Anamosa. Roll vote: Ayes- D. Smith, Hurt, Crump, K. Smith, Shada, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by K. Smith approving Resolution 2026-46, a resolution approving the 28E Agreement between the Anamosa State Penitentiary and the City of Anamosa Police Department. Roll vote: Ayes– Hurt, Crump, K. Smith, Shada, Weimer, D. Smith. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump, to authorize the City Attorney to engage in negotiations regarding the proposed purchase agreement from the North Skunk River Greenbelt Association and the Anamosa Dam Foundation. Roll vote: Ayes- Crump, Hurt, D. Smith, Weimer, Shada, and K. Smith. Nays- none. Motion carried.

Motion by K. Smith, seconded by Weimer approving the purchase request, in the amount of \$13,988.00, to replace the faulty pit pump control panel at the Wastewater Treatment Plant. Roll vote: Ayes- Shada, Weimer, D. Smith, Hurt, Crump, K. Smith. Nays- none. Motion carried.

Motion by Hurt, seconded by D. Smith approving the consent agenda pay requests totaling \$27,111.70. Roll vote: Ayes- K. Smith, Shada, Weimer, D. Smith, Hurt, Crump. Nays- none. Motion carried.

City Administrator's Report: City Administrator Jeremiah Hoyt reminded everyone that National Night Out will be held on Tuesday, August 4, 2026, from 5:00 p.m. to 7:30 p.m. He encouraged the public to attend, support the Anamosa Police Department, and enjoy the free food, music, and door prizes.

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

Ross Conrad, who resides at 402 East Sycamore Street in Anamosa shared comments regarding various nuisances within the community.

Meeting adjourned at 8:07 p.m.

Rod Smith, Mayor

ATTEST:

Kaylee Palmer, City Clerk



City of Anamosa, IA

Expense Approval Report By Fund

Post Dates 7/28/2026 - 8/10/2026

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
COLLECTION SERVICES CENTER	07/31/2026	COLLECTION SERVICES	001-000-2204	534.47
CITY OF ANAMOSA	07/31/2026	FLEXIBLE - CHILDCARE	001-000-2204	76.92
CITY OF ANAMOSA	07/31/2026	FLEX - MEDICAL	001-000-2204	266.46
IPERS COLLECTIONS	07/31/2026	IPERS	001-000-2203	8,134.15
IPERS COLLECTIONS	07/31/2026	IPERS	001-000-2203	4,530.89
941 TAX EFT PAYMENT	07/31/2026	MEDICARE TAX	001-000-2206	2,891.34
941 TAX EFT PAYMENT	07/31/2026	SOCIAL SECURITY TAX	001-000-2202	12,363.02
941 TAX EFT PAYMENT	07/31/2026	FEDERAL TAX	001-000-2200	5,723.31
TREASURER STATE OF IOWA	07/31/2026	STATE TAX	001-000-2201	2,404.02
Department 000 - 000 Total:				36,924.58
Department: 110 - POLICE				
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	001-110-6540	31.00
U.S. CELLULAR	08/10/2026	PD CAR ROUTERS	001-110-6480	261.18
U.S. CELLULAR	08/10/2026	CELL PHONES	001-110-6373	550.34
ACCESS SYSTEMS LEASING	08/10/2026	COPIER LEASE	001-110-6470	161.42
SCHNEITER INSURANCE & FIN...	08/10/2026	POLICE INTERCEPTOR INS	001-110-6419	1,040.00
Department 110 - POLICE Total:				2,043.94
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
AUXIANT	08/10/2026	SELF FUNDED INS	001-210-6155	190.47
AUXIANT	08/10/2026	SELF FUNDED INS	001-210-6155	90.00
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				280.47
Department: 290 - SOLID WASTE				
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	001-290-6461	140.00
T & D TREE SERVICE	08/10/2026	TREE REMOVAL	001-290-6428	1,125.00
Department 290 - SOLID WASTE Total:				1,265.00
Department: 450 - CEMETERY FUND				
HENRY/TROY	08/10/2026	BURIAL SERVICES	001-450-6491	550.00
Department 450 - CEMETERY FUND Total:				550.00
Department: 610 - CITY COUNCIL				
VONSPRECKEN, JOSH	08/10/2026	FIREWORK INS	001-610-6479	500.00
Department 610 - CITY COUNCIL Total:				500.00
Department: 622 - SUPPORT ADMINISTRATION				
U.S. CELLULAR	08/10/2026	CELL PHONES	001-622-6373	46.62
ACCESS SYSTEMS LEASING	08/10/2026	COPIER LEASE	001-622-6470	161.42
CINTAS	08/10/2026	FIRST AID SUPPLIES	001-622-6542	8.03
CINTAS	08/10/2026	AED UNIT	001-622-6542	110.00
MCALEER	08/10/2026	WATER RENTAL	001-622-6530	29.00
ENCOMPASS	08/10/2026	IT SERVICES	001-622-6480	5,081.00
Department 622 - SUPPORT ADMINISTRATION Total:				5,436.07
Department: 650 - CITY HALL				
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	001-650-6475	31.00
Department 650 - CITY HALL Total:				31.00
Fund 001 - GENERAL FUND Total:				47,031.06
Fund: 015 - FIRE SERVICE				
Department: 150 - FIRE DEPARTMENT				
DINGES FIRE COMPANY	08/10/2026	BUNKER GEAR	015-150-6470	34,730.00
5 STAR PLUMBING, INC	08/10/2026	BACKFLOW TESTING	015-150-6475	205.24
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	015-150-6475	90.00
APPARATUS TESTING SERVICES	08/10/2026	PUMP TESTING	015-150-6474	1,163.50

Expense Approval Report

Post Dates: 7/28/2026 - 8/10/2026

Vendor Name	Post Date	Description (Item)	Account Number	Amount
DINGES FIRE COMPANY	08/10/2026	FIREFIGHTING GLOVES	015-150-6470	2,813.00
Department 150 - FIRE DEPARTMENT Total:				39,001.74
Fund 015 - FIRE SERVICE Total:				39,001.74
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
U.S. CELLULAR	08/10/2026	CELL PHONES	041-410-6373	46.62
EDWARDS SANITATION	07/31/2026	SANITATION SERVICE	041-410-6475	57.50
Department 410 - LIBRARY Total:				104.12
Fund 041 - LIBRARY FUND Total:				104.12
Fund: 043 - PARKS & RECREATION				
Department: 430 - RECREATION				
U.S. CELLULAR	08/10/2026	CELL PHONES	043-430-6373	46.62
JOHN DEERE FINANCIAL	08/10/2026	PPE	043-430-6475	38.98
JOHN DEERE FINANCIAL	08/10/2026	2 NEW TRIMMERS	043-430-6475	459.98
JOHN DEERE FINANCIAL	08/10/2026	PARKS HARDWARE	043-430-6475	74.65
ARNOLD MOTOR SUPPLY, LLP	08/10/2026	VINYL TUBING/ELECTRICAL TA...	043-430-6475	15.24
ARNOLD MOTOR SUPPLY, LLP	08/10/2026	VINYL TUBING/TAPE/MOWER ...	043-430-6475	204.96
RECREATIONAL MOTOR SPOR...	08/10/2026	SPADE CONNECTORS	043-430-6475	1.50
JOHN DEERE FINANCIAL	08/10/2026	PAINTBRUSHES	043-430-6475	29.96
REXCO EQUIPMENT	08/10/2026	MOWER PARTS	043-430-6475	86.20
ROGERS READY MIX	08/10/2026	CONCRETE - NEW SWINGS	043-430-6475	196.00
P & K MIDWEST, INC	08/10/2026	MOWER PARTS	043-430-6475	89.83
Department 430 - RECREATION Total:				1,243.92
Fund 043 - PARKS & RECREATION Total:				1,243.92
Fund: 044 - AQUA COURT				
Department: 440 - AQUA COURT				
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	044-440-6475	30.00
CARRICO AQUATIC RESOURCE...	08/10/2026	POOL CHEMICALS	044-440-6533	2,779.60
TREASURER STATE OF IOWA	08/10/2026	SALES TAX	044-440-6491	917.47
TREASURER STATE OF IOWA	08/10/2026	SALES TAX	044-440-6493	152.91
TOWN & COUNRTY WHOLESA...	08/10/2026	POOL CONCESSIONS	044-440-6546	568.61
NORTHERN LIGHTS DISTRIBUT...	08/10/2026	POOL CONCESSIONS	044-440-6546	462.44
Department 440 - AQUA COURT Total:				4,911.03
Fund 044 - AQUA COURT Total:				4,911.03
Fund: 046 - LAWRENCE COMMUNITY CENTER FUND				
Department: 460 - LAWRENCE COMMUNITY CENTER				
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	046-460-6475	140.00
ACCESS SYSTEMS LEASING	08/10/2026	COPIER LEASE	046-460-6470	238.87
CENTRAL IOWA DISTRIBUTING	08/10/2026	JANITORIAL SUPPLIES	046-460-6541	184.00
CENTRAL IOWA DISTRIBUTING	08/10/2026	JANITORIAL SUPPLIES	046-460-6541	55.00
EILERS, CARLA	08/10/2026	YOGA PROGRAM INSTRUCTOR	046-460-6521	168.00
Department 460 - LAWRENCE COMMUNITY CENTER Total:				785.87
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				785.87
Fund: 110 - ROAD USE TAX				
Department: 211 - Public Services - community betterment				
ARMOR EQUIPMENT	08/10/2026	BAH DUO SKIDS - STREET SWE...	110-211-6474	2,190.92
JONES COUNTY ENGINEER	08/10/2026	YELLOW & WHITE PAINT - STR...	110-211-6543	3,419.00
U.S. CELLULAR	08/10/2026	CELL PHONES	110-211-6490	72.47
ALTORFER MACHINERY CO	08/10/2026	FULL ENGINE SERVICE - GENE...	110-211-6470	1,349.39
WEBER STONE COMPANY	08/10/2026	BLACK DIRT	110-211-6543	1,140.50
MIDWEST WHEEL COMPANY	08/10/2026	BP WHEEL	110-211-6474	315.00
LINN CO-OP OIL CO.	08/10/2026	DIESEL	110-211-6551	973.66
LINN CO-OP OIL CO.	08/10/2026	GAS	110-211-6551	205.06
LAWSON PRODUCTS, INC.	08/10/2026	CUT OFF WHEEL	110-211-6530	76.69
JOHN DEERE FINANCIAL	08/10/2026	V-BELT	110-211-6470	97.36
HOTSY CLEANING SYSTEMS	08/10/2026	POWER WASHER SOAP	110-211-6530	483.85
LODE/ERIC	08/01/2026	PHONE STIPEND	110-211-6373	20.00

Expense Approval Report

Post Dates: 7/28/2026 - 8/10/2026

Vendor Name	Post Date	Description (Item)	Account Number	Amount
WEHLING/RODNEY	08/01/2026	PHONE STIPEND	110-211-6373	20.00
ANDERSON, JASON	08/01/2026	PHONE STIPEND	110-211-6373	20.00
KULA/MATT	08/01/2026	PHONE STIPEND	110-211-6373	20.00
Department 211 - Public Services - community betterment Total:				10,403.90
Fund 110 - ROAD USE TAX Total:				10,403.90

Fund: 121 - LOCAL OPTION TAX 35%

Department: 211 - Public Services - community betterment

KLUESNER CONSTRUCTION	08/10/2026	ASPHALT PATCH - 201 GIBBS S...	121-211-6790	1,174.50
KLUESNER CONSTRUCTION	08/10/2026	ASPHALT SYCAMORE STREET	121-211-6790	1,218.00
Department 211 - Public Services - community betterment Total:				2,392.50
Fund 121 - LOCAL OPTION TAX 35% Total:				2,392.50

Fund: 600 - WATER FUND

Department: 810 - 810

U.S. CELLULAR	08/10/2026	CELL PHONES	600-810-6373	188.48
IOWA ONE CALL	08/10/2026	LOCATES	600-810-6489	49.05
TEST INC / QC ANALYTICAL SE...	08/10/2026	WATER TESTING	600-810-6470	205.00
WATER SOLUTIONS UNLIMITED	08/10/2026	CHEMICALS	600-810-6501	4,847.72
AUXIANT	08/10/2026	SELF FUNDED INS	600-810-6155	6.45
TREASURER STATE OF IOWA	08/10/2026	WET TAX	600-810-6491	4,998.84
ARNOLD MOTOR SUPPLY, LLP	08/10/2026	OIL FILTER	600-810-6474	10.18
AUXIANT	08/10/2026	SELF FUNDED INS	600-810-6155	23.56
WAPSI COMMUNICATIONS	08/10/2026	INTERNET	600-810-6373	104.95
US POSTMASTER	08/10/2026	AUGUST REMINDER NOTICES	600-810-6508	120.25
Department 810 - 810 Total:				10,554.48
Fund 600 - WATER FUND Total:				10,554.48

Fund: 610 - WASTEWATER FUND

Department: 815 - 815

CORE & MAIN LP	08/10/2026	TESTING SUPPLIES	610-815-6501	246.76
WAPSI WASTE SERVICE, INC.	08/10/2026	TRASH SERVICE	610-815-6523	90.00
RECREATIONAL MOTOR SPOR...	08/10/2026	JULY SHIPPING	610-815-6431	122.53
JC CROSS CO.	08/10/2026	BLOWER 2 REPLACEMENT - Fl...	610-815-6418	96,258.80
U.S. CELLULAR	08/10/2026	CELL PHONES	610-815-6373	162.45
JOHN DEERE FINANCIAL	08/10/2026	WETT TEST SHIPPING	610-815-6431	31.13
WEBER STONE COMPANY	08/10/2026	BLACK DIRT	610-815-6785	398.50
CHEM RIGHT LABORATORIES ...	08/10/2026	ECOLI TEST	610-815-6479	32.00
JC CROSS CO.	08/10/2026	BLOWER 1 REPAIR - FIRE	610-815-6418	4,483.00
MISSION COMMUNICATIONS, ...	08/10/2026	MISSION ALARMS	610-815-6553	710.00
IOWA ONE CALL	08/10/2026	LOCATES	610-815-2901	49.05
HACH COMPANY	08/10/2026	TESTING SUPPLIES	610-815-6501	190.78
CHEM RIGHT LABORATORIES ...	08/10/2026	ECOLI TEST	610-815-6479	32.00
KLUESNER CONSTRUCTION	08/10/2026	ASPHALT PATCH - WWTP	610-815-6785	1,479.00
CHEM RIGHT LABORATORIES ...	08/10/2026	ECOLI TEST	610-815-6479	32.00
JOHN DEERE FINANCIAL	08/10/2026	BOOTS	610-815-6510	199.99
JOHN DEERE FINANCIAL	08/10/2026	RATCHET STRAPS/OIL/BAGS	610-815-6540	115.05
LINN CO-OP OIL CO.	08/10/2026	GAS	610-815-6551	1,861.02
TREASURER STATE OF IOWA	08/10/2026	SALES TAX	610-815-6491	1,076.49
TREASURER STATE OF IOWA	08/10/2026	SALES TAX	610-815-6493	179.42
ARNOLD MOTOR SUPPLY, LLP	08/10/2026	BRAKE FLUID	610-815-6474	31.05
CORE & MAIN LP	08/10/2026	TESTING SUPPLIES	610-815-6501	156.00
CHEMSEARCH	08/10/2026	ECOSTORM	610-815-6501	175.00
CHEM RIGHT LABORATORIES ...	08/10/2026	ECOLI TEST	610-815-6479	32.00
SIEFKER/JUSTIN	08/01/2026	PHONE STIPEND	610-815-6373	20.00
MEYER, JUSTIN	08/01/2026	PHONE STIPEND	610-815-6373	20.00
US POSTMASTER	08/10/2026	AUGUST REMINDER NOTICES	610-815-6508	120.25

Expense Approval Report**Post Dates: 7/28/2026 - 8/10/2026**

Vendor Name	Post Date	Description (Item)	Account Number	Amount
JOHN DEERE FINANCIAL	08/10/2026	SUMP PUMP	610-815-6554	389.99
Department 815 - 815 Total:				108,694.26
Fund 610 - WASTEWATER FUND Total:				108,694.26
Grand Total:				225,122.88

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	47,031.06	37,205.05
015 - FIRE SERVICE	39,001.74	0.00
041 - LIBRARY FUND	104.12	57.50
043 - PARKS & RECREATION	1,243.92	0.00
044 - AQUA COURT	4,911.03	1,070.38
046 - LAWRENCE COMMUNITY CENTER FUND	785.87	0.00
110 - ROAD USE TAX	10,403.90	80.00
121 - LOCAL OPTION TAX 35%	2,392.50	0.00
600 - WATER FUND	10,554.48	5,149.10
610 - WASTEWATER FUND	108,694.26	1,416.16
Grand Total:	225,122.88	44,978.19

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	5,723.31	5,723.31
001-000-2201	SIT HOLDING	2,404.02	2,404.02
001-000-2202	FICA HOLDING	12,363.02	12,363.02
001-000-2203	IPERS HOLDING	12,665.04	12,665.04
001-000-2204	PEDC HOLDING	877.85	877.85
001-000-2206	MEDICARE HOLDING	2,891.34	2,891.34
001-110-6373	UTILITIES, TELEPHONE	550.34	0.00
001-110-6419	VEHICLE INSURANCE	1,040.00	0.00
001-110-6470	EQUIPMENT MAINT CO...	161.42	0.00
001-110-6480	COMPUTER INTERNET S...	261.18	0.00
001-110-6540	BLDG & GROUNDS MAI...	31.00	0.00
001-210-6155	SELF FUNDED HEALTH INS	280.47	280.47
001-290-6428	TREE TRIMMING/STUMP...	1,125.00	0.00
001-290-6461	SOLID WASTE COLLECTI...	140.00	0.00
001-450-6491	GRAVE SERVICING	550.00	0.00
001-610-6479	CONTRIBUTIONS TO OUT...	500.00	0.00
001-622-6373	UTILITIES, TELEPHONE	46.62	0.00
001-622-6470	OFFICE EQUIPMENT/MA...	161.42	0.00
001-622-6480	IT Services/Computer Ma...	5,081.00	0.00
001-622-6530	SUPPLIES, OPERATIONS	29.00	0.00
001-622-6542	SUPPLIES, MISCELLANE...	118.03	0.00
001-650-6475	BUIDLING & GROUNDS ...	31.00	0.00
015-150-6470	MAINTENANCE, EQUIP...	37,543.00	0.00
015-150-6474	MAINTENANCE, VEHICLE	1,163.50	0.00
015-150-6475	MAINTENANCE, GROUN...	295.24	0.00
041-410-6373	UTILITIES, TELEPHONE	46.62	0.00
041-410-6475	MAINTENANCE, BLDGS &..	57.50	57.50
043-430-6373	UTILITIES, TELEPHONE	46.62	0.00
043-430-6475	MAINTENANCE, BLDGS &..	1,197.30	0.00
044-440-6475	MAINTENANCE, BLDGS &..	30.00	0.00
044-440-6491	SALES TAXES PAID	917.47	917.47
044-440-6493	LOCAL OPTION SALES TA...	152.91	152.91
044-440-6533	EQUIP., AQUA CRT. CHE...	2,779.60	0.00
044-440-6546	MERCHANDISE FOR RES...	1,031.05	0.00
046-460-6470	MAINTENANCE, EQUIP...	238.87	0.00
046-460-6475	MAINTENANCE, BLDGS &..	140.00	0.00
046-460-6521	EQUIPMENT, RECREATI...	168.00	0.00
046-460-6541	SUPPLIES, JANITORIAL ...	239.00	0.00
110-211-6373	UTILITIES, TELEPHONE	80.00	80.00
110-211-6470	MAINTENANCE, EQUIP...	1,446.75	0.00
110-211-6474	MAINTENANCE, VEHICLE	2,505.92	0.00
110-211-6490	MAINT. CONTRACT PAG...	72.47	0.00
110-211-6530	SUPPLIES, OPERATIONS	560.54	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
110-211-6543	SUPPLIES, STREET MAIN...	4,559.50	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,178.72	0.00
121-211-6790	STREET IMPROVEMENTS	2,392.50	0.00
600-810-6155	SELF FUNDED HEALTH INS	30.01	30.01
600-810-6373	UTILITIES, TELEPHONE	293.43	0.00
600-810-6470	PROF. SERVICES - TESTI...	205.00	0.00
600-810-6474	MAINTENANCE, VEHICLE	10.18	0.00
600-810-6489	PROFESSIONAL SERVICES	49.05	0.00
600-810-6491	SALES TAXES PAID	4,998.84	4,998.84
600-810-6501	CHEMICALS	4,847.72	0.00
600-810-6508	SUPPLIES, POSTAGE	120.25	120.25
610-815-2901	ACCOUNTS PAYABLE	49.05	0.00
610-815-6373	UTILITIES, TELEPHONE	202.45	40.00
610-815-6418	WASTEWATER TREATM...	100,741.80	0.00
610-815-6431	SHIPPING	153.66	0.00
610-815-6474	MAINTENANCE, VEHICLE	31.05	0.00
610-815-6479	PROF. SERVICES - TESTI...	128.00	0.00
610-815-6491	SALES TAXES PAID	1,076.49	1,076.49
610-815-6493	LOCAL OPTION SALES TA...	179.42	179.42
610-815-6501	CHEMICALS	768.54	0.00
610-815-6508	SUPPLIES, POSTAGE	120.25	120.25
610-815-6510	SAFETY EQUIPMENT	199.99	0.00
610-815-6523	EQUIPMENT, BLDG. MAI...	90.00	0.00
610-815-6540	SUPPLIES, BLDGS. & GR...	115.05	0.00
610-815-6551	FUEL EXPENSE	1,861.02	0.00
610-815-6553	MISCELLANEOUS EXPEN...	710.00	0.00
610-815-6554	MAINTENANCE, GENERAL	389.99	0.00
610-815-6785	WASTEWTR SYSTEM IM...	1,877.50	0.00
Grand Total:		225,122.88	44,978.19

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	225,122.88	44,978.19
Grand Total:	225,122.88	44,978.19

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 7/28/26

☐ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: Anamosa High School - Student Council

Applicant's Address: 209 Sadie St

Applicant's Phone: 319-462-3594

Event Location/Address: see attached parade route

Detailed Description of Event:

Homecoming Parade

Date of Event: 9/18/26 Time Period of Event: 230-330

TYPE OF NOISE VARIANCE REQUESTED:

☒ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

Change time -
1:30-2:30

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Sadie St, Magnolceta St, Dubuque St, Main St

Starting at intersection(s) of: Sadie St, Magnobeta St

End at intersection(s) of: Main St / Garnerville St

Please attach a detailed map/drawing of area.

Barricades Needed?: Y/N How many: _____ 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: 7-23-26

☐ NOISE PERMIT
☐ STREET CLOSURE PERMIT

Applicants Name: ARTS COURT

Applicant's Address: 107 N GARNAVILLO

Applicant's Phone: 319-821-1424

Event Location/Address: STREET IN FRONT OF BUILDING

Detailed Description of Event: END OF SUMMER FREE FAMILY STREET DANCE WITH 3 BANDS, FOOD, ART + CRAFT VENDORS. PARKING LOT IS FILLED WITH KIDS ACTIVITIES

Date of Event: SEPT 6 Time Period of Event: 3 to 9 PM

TYPE OF NOISE VARIANCE REQUESTED:

☒ MUSICAL INSTRUMENT

☒ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: N GARNAVILLO ST

Starting at intersection(s) of: MAIN ST

End at intersection(s) of: TO THE EDGE OF 107 PARKING LOT
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. _____

From: [Jeremiah Hoyt](#)
To: ["David L. Ginger"](#)
Cc: [Molly Hefflefinger](#); [Tred Schnoor](#); [Amara Chappellear](#)
Subject: RE: Audrey Savage Lot - Lot 3 in Grant Wood Plaza
Date: Tuesday, August 4, 2026 15:13:00

Good afternoon,

The requested action was reviewed/approved by City personnel, then submitted to the P&Z Commission for consideration. Yesterday, the P&Z Commission reviewed the matter and approved a recommendation to the Anamosa City Council, to vacate this public easement. I'm hoping to get the required public hearing scheduled, which will likely be on September 14th.

Thank you,

Jeremiah Hoyt
City Administrator
City of Anamosa
107 S. Ford Street
Anamosa, IA 52205
Phone: 319-462-6055

[Book time to meet with me](#)

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: David L. Ginger <DLGinger@belinmccormick.com>
Sent: Monday, August 3, 2026 17:09
To: Jeremiah Hoyt <jeremiah.hoyt@anamosa-ia.org>
Cc: Molly Hefflefinger <molly.hefflefinger@anamosa-ia.org>; Tred Schnoor <tschnoor@s-b-engineering.com>; Amara Chappellear <achappellear@belinmccormick.com>
Subject: RE: Audrey Savage Lot - Lot 3 in Grant Wood Plaza

Jeremiah,

No rush, but could you provide a quick update on this whenever you have a moment? Thanks.

Please note our mailing address has changed to 606 Walnut Street, Suite 2000. We are physically

located in the same space. The updated address should be used for mailing purposes going forward.

David L. Ginger

Attorney

606 Walnut Street, Suite 2000

Des Moines, Iowa 50309-3980

Direct Dial: (515) 283-4668

Direct Fax: (515) 558-0668

dlginger@belinmccormick.com

BELINMcCORMICK

ATTORNEYS AT LAW

Confidentiality Notice: THE EMAIL AND ANY ATTACHED DOCUMENTS CONTAIN INFORMATION FROM THE LAW FIRM OF BELIN MCCORMICK, P.C., WHICH MAY BE CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THESE MATERIALS ARE INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE ADDRESSEE IDENTIFIED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING THESE MATERIALS TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TRANSMITTED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER OF THIS MESSAGE.

From: David L. Ginger <DLGinger@belinmccormick.com>

Sent: Wednesday, July 22, 2026 3:34 PM

To: jeremiah.hoyt@anamosa-ia.org

Cc: molly.hefflefinger@anamosa-ia.org; Tred Schnoor <tschnoor@s-b-engineering.com>

Subject: Audrey Savage Lot - Lot 3 in Grant Wood Plaza

Jeremiah,

Thanks for taking my call. As we briefly discussed on the phone, the plat documents for Grant Wood Plaza shows a public utility and drainage easement affecting the vacant lot owned by the Audrey Savage Revocable Trust. If possible, Audrey would like to get those vacated. I have attached a copy of the plat of Grant Wood Plaza, and an exhibit the surveyor prepared showing the location and legal description of the easement area we would like vacated.

Let me know if you have any questions or if you need anything else to get this process started.

Thanks,

Please note our mailing address has changed to 606 Walnut Street, Suite 2000. We are physically located in the same space. The updated address should be used for mailing purposes going forward.

David L. Ginger

Attorney

606 Walnut Street, Suite 2000

Des Moines, Iowa 50309-3980

Direct Dial: (515) 283-4668

Direct Fax: (515) 558-0668

dlginger@belinmccormick.com

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BELIN MCCORMICK, P.C., WHICH MAY BE CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THESE MATERIALS ARE INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE ADDRESSEE IDENTIFIED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING THESE MATERIALS TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TRANSMITTED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER OF THIS MESSAGE.

INDEX LEGEND

Location: LOT 3, GRANT WOOD PLAZA PLAT 1, ANAMOSA
SW 1/4 NW 1/4 SECTION 12-T84N-R4W

Requestor: AUDREY G. SAVAGE REVOCABLE TRUST

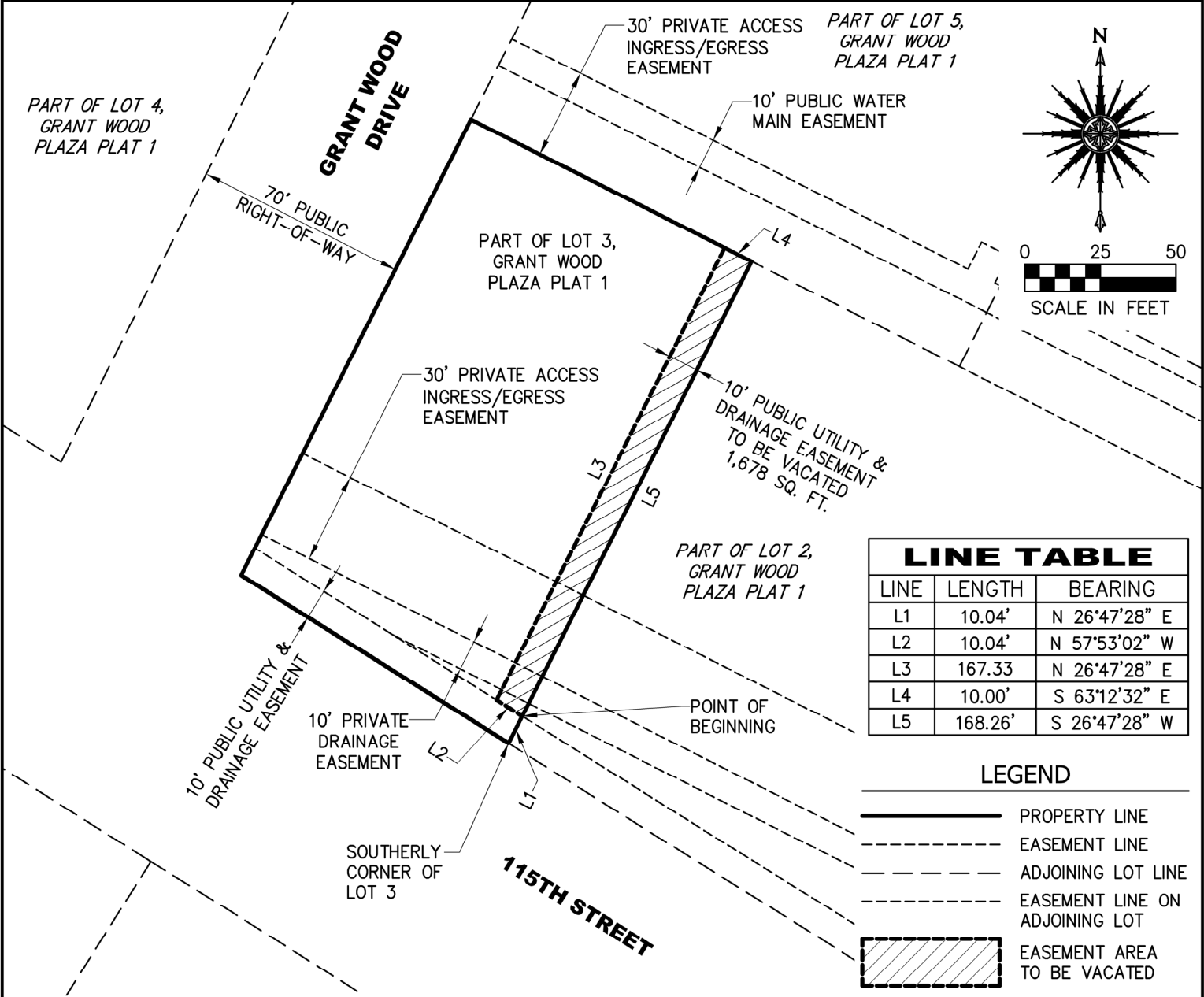
Proprietor: AUDREY G. SAVAGE REVOCABLE TRUST

Surveyor: Leo P. Bonifazi

Company: Schnoor-Bonifazi Engineering & Surveying, LC
431 Fifth Avenue SW
Cedar Rapids, IA. 52404
Phone 319-298-8888

Email: LBonifazi@S-B-Engineering.com

SPACE RESERVED FOR RECORDING PURPOSES



LEGAL DESCRIPTION OF PUBLIC UTILITY & DRAINAGE EASEMENT EASEMENT TO BE VACATED

THAT PART OF THE PUBLIC UTILITY & DRAINAGE EASEMENT ON LOT 3, GRANT WOOD PLAZA PLAT 1, CITY OF ANAMOSA, JONES COUNTY, IOWA AS SHOWN ON THE FINAL PLAT FILED IN THE JONES COUNTY, IOWA RECORDER'S FILES IN PLAT BOOK "K", PAGE 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER OF SAID LOT 3;

THENCE NORTH 26° 47' 28" EAST 10.04 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 3;

THENCE NORTH 57° 53' 02" WEST 10.04 FEET, PARALLEL AND 10 FEET NORTH OF THE SOUTHWEST LINE OF SAID LOT 3;

THENCE NORTH 26° 47' 28" EAST 167.33 FEET ALONG THE WEST LINE OF SAID PUBLIC UTILITY & DRAINAGE EASEMENT TO THE NORTHEAST LINE OF SAID LOT 3;

THENCE SOUTH 63° 12' 32" EAST 10.00 FEET ALONG THE NORTHEAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT;

THENCE SOUTH 26° 47' 28" WEST 168.26' FEET ALONG THE SOUTHEAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, CONTAINING 1,678 SQUARE FEET.

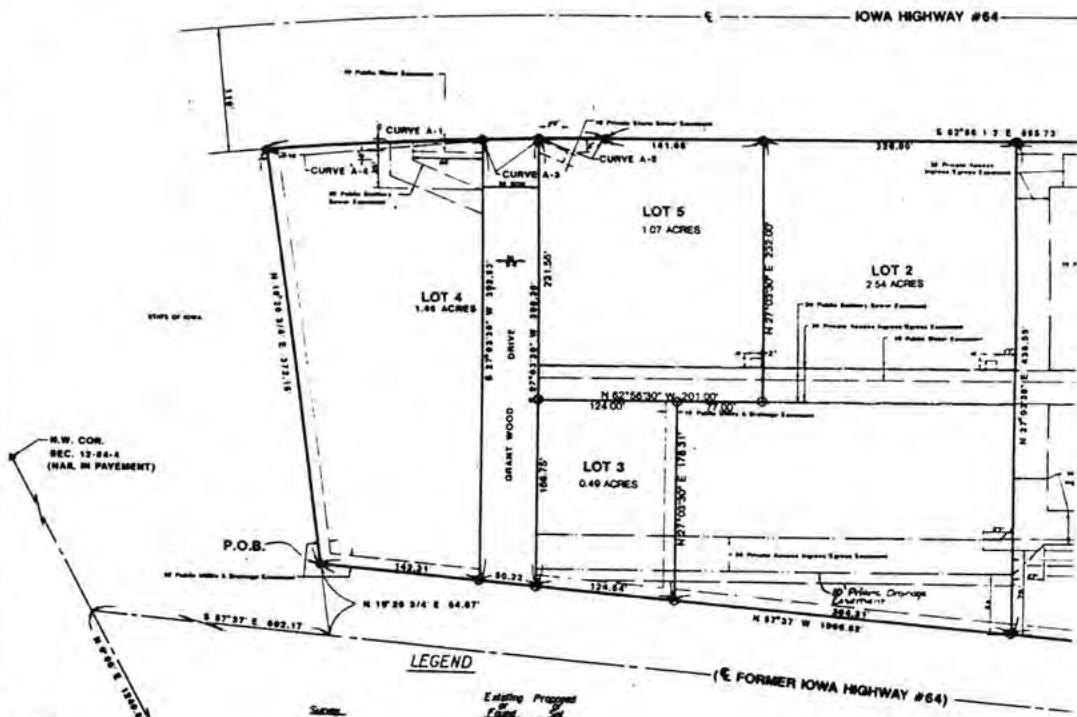
PROJ. NO. 2
SHEET NO. 2
DATE: 11/11/11

COMP. DATE: 11/11/11
BY: J. L. HARRIS

1182
FILED
RECORDERS OFFICE
JONES COUNTY IOWA
92 OCT 30 AM 11:44
Plat Book "X" Page 3
BOOK 328 PAGE 84
GOWNS & WINE HERREN
RECORDED 7500

GRANT WOOD PLAZA PL

FINAL PLAT
DEVELOPED BY
CITY OF ANAMOSA



CURVE DATA

CURVE	Q	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
A-1	4° 18' 36"	3706.67'	301.28'	156.12'	S 6° 14' 36" E 301.21'
A-2	0° 55' 01"	3706.67'	59.32'	29.84'	S 8° 27' 25" E 59.32'
A-3	0° 48' 23"	3706.67'	50.01'	25.01'	S 8° 11' 07" E 50.01'
A-4	7° 58' 02"	3706.67'	181.95'	96.00'	S 8° 01' 20" E 181.95'

LEGEND

Existing
Proposed

ROAD
RIGHT OF WAY
EASEMENT
SETBACK
SURVEY LINE
PROPERTY LINE
RIGHT OF WAY LINE

LEGAL DESCRIPTION

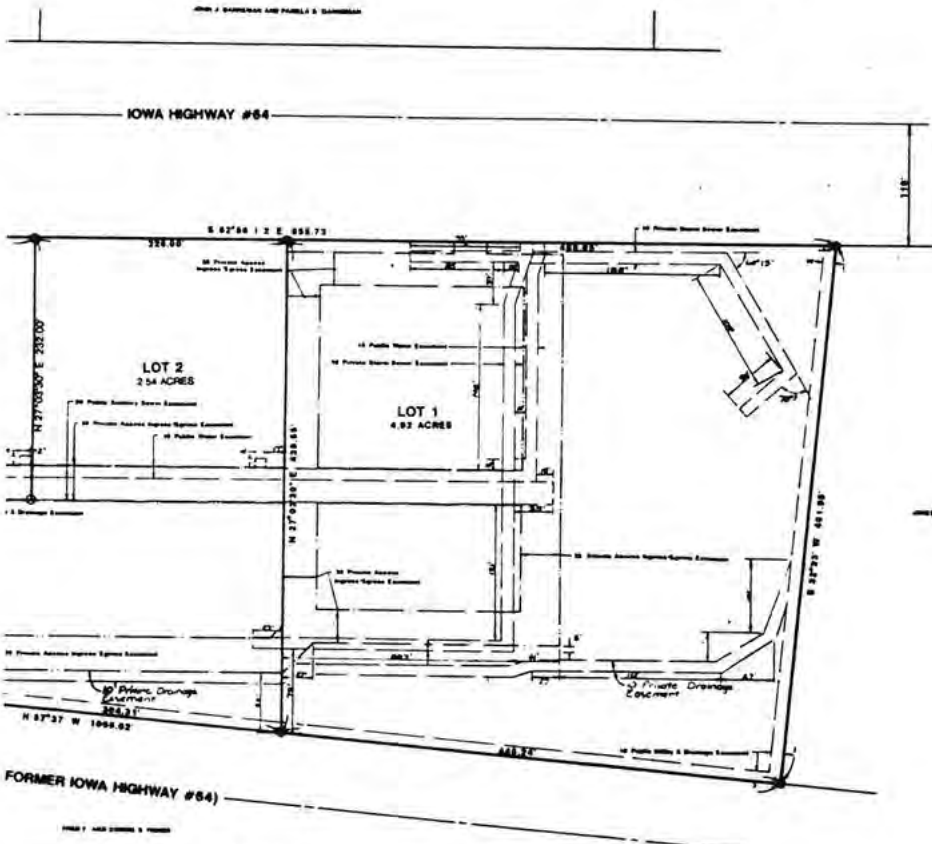
A parcel of land located in the NW 1/4 of Section 12, Range 4 West of the 5th P.M., Jones County, Iowa. Said parcel described as follows:

Commencing at the NW 1/4 Corner of said Section 12; then 1121.81 feet - recorded, along the West line of the 1/2, to a point on the centerline of former primary road; thence 37 minutes East (South 57 degrees 34 3/4 minutes East), along said former centerline thence North 19 degrees 28' 31" East, to a point on the present Northerly right of way line of said primary road, the point of beginning; thence continuing minutes East 372.15 feet; thence Southeasterly 301.25 feet radius curve southeasterly and having a chord 1 1/2 minutes East 301.21 feet (South 82 degrees 42 minutes East 32 degrees 15 minutes East - recorded) 651.73 feet 33 minutes West (South 32 degrees 25 1/4 minutes West - a point on said present Northerly right of way line) 41 minutes West 104.87 feet, along said present Northerly point of beginning; containing 16.96 acres more or less; then the West line of the NW 1/4 of said Section and South for the purpose of this description.

OWNER/DEVELOPER
CITY OF ANAMOSA
CITY HALL
ANAMOSA, IOWA 52206

GRANT WOOD PLAZA PLAT 1

FINAL PLAT
DEVELOPED BY
CITY OF ANAMOSA



LEGAL DESCRIPTION
A parcel of land located in the NW 1/4 of Section 12, Township 84 North, Range 4 West of the 5th P.M., Jones County, Iowa.
Said parcel described as follows:
Commencing at the NW Corner of said Section 12; thence North 1240.82 feet (1241.81 feet - recorded), along the West line of the SW 1/4 NW 1/4 of said Section 12, to a point on the centerline of former primary road No. 44; thence South 17 degrees 37' minutes East (South 17 degrees 36 3/4 minutes East - recorded) 482.19 feet, along said former centerline; thence North 19 degrees 20 3/4 minutes East 44.47 feet, to a point on the present Northerly right of way line of said former primary road, the point of beginning; thence continuing North 19 degrees 20 3/4 minutes East 372.15 feet; thence Southeasterly 361.29 feet along a 3766.47 foot radius curve concave Southeasterly; and having a chord bearing South 45 degrees 14 1/2 minutes East 301.21 feet; thence South 82 degrees 56 1/2 minutes East (South 82 degrees 53 minutes East - recorded) 835.71 feet; thence South 32 degrees 23 minutes West 32 degrees 25 1/4 minutes West - recorded 481.95 feet, to a point on said present Northerly right of way line; thence North 57 degrees 37 minutes West 1041.82 feet, along said present Northerly right of way line, to the point of beginning; containing 10.46 acres more or less.
Note: The West line of the SW 1/4 of said Section 12 is assumed to bear North and South for the purpose of this description.



I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
SIGNED: *Michael G. Gier* DATE: 9-2-92
MICHAEL G. GIER, L.S. IOWA REG. NO. 11804

DATE	9/2/92
BY	Michael G. Gier
CHECKED BY	ASB
DATE	8-19-92
PROJECT NO.	92-131.0
FILE NO.	CRP 44
SHEET #	1

GRANT WOOD PLAZA PLAT 1
FINAL PLAT
SNYDER & ASSOCIATES

7415

CONSENT TO PLATTING

The undersigned, on behalf of the City of Anamosa, Iowa, a municipal corporation, hereby state that the subdivision plat of Grant Wood Plaza, which subdivision encompasses the following described real estate:

A parcel of land located in the Northwest Quarter (NW1/4) of Section 12; Township 84 North, Range 4 West of the 5th P.M., described as follows:
Commencing at the West Quarter (W1/4) corner of said Section 12; thence North 1240.82 feet (1241.83 feet - Recorded), along the West line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 12, to a point on the centerline of Former Primary Road No. 64; thence S57°34'E (S57°34 3/4'E - Recorded), 602.17 feet, along said former centerline; thence N19°20 3/4'E, 64.67 feet, to a point on the present Northerly Right of Way line of said Former Primary Road, to the Point of Beginning; thence continuing N19°20 3/4'E, 372.15 feet; thence Southeasterly 301.29 feet along a 3706.47 foot radius curve concave Southwesterly and having a chord bearing S65° 14 1/2'E, 301.21 feet; thence S62°56 1/2'E (S62° 53'E -Recorded) 855.73 feet; thence S32°23'W (S32° 25'1/4'W - Recorded) 481.95 feet, to a point on said present Northerly Right of Way line; thence N57°37'W, 1066.62 feet, along said present Northerly Right of Way line, to the point of beginning; containing 10.94 acres, more or less,

was made with the free consent and in accordance with the desires of the City of Anamosa, Iowa.

Dated this 30th day of October, 1992.

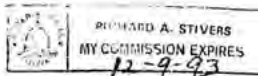
CITY OF ANAMOSA, IOWA

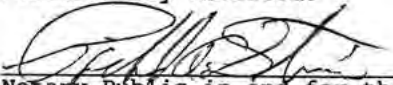
BY: Dennis Hansen
Dennis Hansen, Mayor

ATTEST: Suzanne Marek
Suzanne Marek, City Clerk

STATE OF IOWA)
) ss
COUNTY OF JONES)

On this 30th day of October, 1992,
before me, the undersigned, a Notary Public in and for the
State of Iowa, personally appeared Dennis Hansen and Suzanne
Marek to me personally known, who, being by me duly sworn,
did say that they are the Mayor and City Clerk, respectively,
of said corporation executing the within and foregoing
consent to platting, that the seal affixed thereto is the
seal of said corporation; that said consent was signed and
sealed on behalf of said corporation by authority of its City
Council; and that the said Dennis Hansen and Suzanne Marek as
such officers acknowledged the execution of this consent to
platting to be the voluntary act and deed of said
corporation, by it and by them voluntarily executed.




Notary Public in and for the
State of Iowa

ABSTRACT TITLE OPINION

I hereby certify that I am an attorney-at-law licensed to practice in the State of Iowa and that I am familiar with the business of examining abstracts of title to real estate. On October 27, 1992, I examined the abstract of title to the following described real estate:

A parcel of land located in the Northwest Quarter (NW1/4) of Section 12; Township 84 North, Range 4 West of the 5th P.M., described as follows:
Commencing at the West Quarter (W1/4) corner of said Section 12; thence North 1240.82 feet (1241.83 feet - Recorded), along the West line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 12, to a point on the centerline of Former Primary Road No. 64; thence S57°34'E (S57°34 3/4'E - Recorded), 602.17 feet, along said former centerline; thence N19°20 3/4'E, 64.67 feet, to a point on the present Northerly Right of Way line of said Former Primary Road, to the Point of Beginning; thence continuing N19°20 3/4'E, 372.15 feet; thence Southeasterly 301.29 feet along a 3706.47 foot radius curve concave Southwesterly and having a chord bearing S65° 14 1/2'E, 301.21 feet; thence S62°56 1/2'E (S62° 53'E - Recorded) 855.73 feet; thence S32°23'W (S32° 25'1/4'W - Recorded) 481.95 feet, to a point on said present Northerly Right of Way line; thence N57°37'W, 1066.62 feet, along said present Northerly Right of Way line, to the point of beginning; containing 10.94 acres, more or less.

which abstract of title was prepared by Jones County Abstract & Title Co., Inc. of Anamosa, Iowa, contained 29 entries, and was last continued to the date of October 26, 1992 at 8:00 A.M. Based upon my examination of that abstract of title I

find that good and merchantable title to the real estate described above is held by the City of Anamosa, Iowa, a municipal corporation, free from encumbrances.

Dated at Anamosa, Iowa this 28 day of October, 1992.



Adrian T. Knuth
Attorney-at-Law
103 N. Davis St.
P.O. Box 458
Anamosa, Iowa 52205
Phone: (319) 462-4378

find that good and merchantable title to the real estate described above is held by the City of Anamosa, Iowa, a municipal corporation, free from encumbrances.

Dated at Anamosa, Iowa this 28 day of October, 1992.



Adrian T. Knuth
Attorney-at-Law
103 N. Davis St.
P.O. Box 458
Anamosa, Iowa 52205
Phone: (319) 462-4378

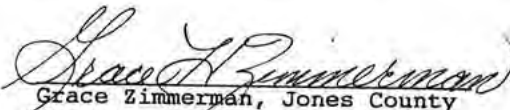
TREASURER'S CERTIFICATE

I hereby certify that I am the duly elected and acting Treasurer for Jones County, Iowa. I further certify that the real estate described below is free from certified taxes and certified special assessments.

LEGAL DESCRIPTION OF PREMISES

A parcel of land located in the Northwest Quarter (NW1/4) of Section 12; Township 84 North, Range 4 West of the 5th P.M., described as follows:
Commencing at the West Quarter (W1/4) corner of said Section 12; thence North 1240.82 feet (1241.83 feet - Recorded), along the West line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 12, to a point on the centerline of Former Primary Road No. 64; thence S57°34'E (S57°34 3/4'E - Recorded), 602.17 feet, along said former centerline; thence N19°20 3/4'E, 64.67 feet, to a point on the present Northerly Right of Way line of said Former Primary Road, to the Point of Beginning; thence continuing N19°20 3/4'E, 372.15 feet; thence Southeasterly 301.29 feet along a 3706.47 foot radius curve concave Southwesterly and having a chord bearing S65°14 1/2'E, 301.21 feet; thence S62°56 1/2'E (S62°53'E - Recorded) 855.73 feet; thence S32°23'W (S32°25'1/4'W - Recorded) 481.95 feet, to a point on said present Northerly Right of Way line; thence N57°37'W, 1066.62 feet, along said present Northerly Right of Way line, to the point of beginning; containing 10.94 acres, more or less.

Dated this 26th day of October, 1992.


Grace Zimmerman, Jones County
Treasurer

CERTIFICATE OF AUTHENTICITY

STATE OF IOWA)
) ss
COUNTY OF JONES)

I, Suzanne Marek, being first duly sworn upon oath, depose and state that I am the duly appointed and acting Clerk for the City of Anamosa, Iowa. As such it is my responsibility to maintain the official records for the City of Anamosa, Iowa. Accompanying this certificate are true and accurate reproductions of the following:

Resolution No. P&Z92-1 Adopted by Anamosa Planning and Zoning Commission on August 31, 1992 Approving Preliminary and Final Subdivision Plat for Grant Wood Plaza

Resolution No. 92-33 Adopted by Anamosa City Council on September 2, 1992 Approving Final Subdivision Plat for Grant Wood Plaza

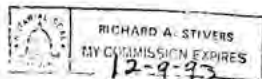
Dedication of Street and Declaration of Easements Restrictions and Covenants For Grant Wood Plaza Adopted by the Anamosa City Council on October 12, 1992



Suzanne Marek
Suzanne Marek, City Clerk

Subscribed and sworn to before me by Suzanne Marek this

20th day of OCTOBER, 1992.



Richard A. Stivers
Notary Public in and for the
State of Iowa

RESOLUTION NO. P&Z92-1

RESOLUTION ACCEPTING PRELIMINARY AND FINAL SUBDIVISION PLATS
FOR GRANT WOOD PLAZA

WHEREAS the City of Anamosa has presented to this body a plat of subdivision for the 10.94 acres being acquired by the City of Anamosa from the Iowa Department of Transportation, which real estate is located in the Southeast Quadrant of the intersection of U.S. Highway 151 and State Highway 64, said subdivision plat being titled "Grant Wood Plaza"; and,

WHEREAS this body, following review of the preliminary and final subdivision plats for Grant Wood Plaza, finds those plats to be in compliance with the procedural and substantive provisions of the subdivision ordinance of the City of Anamosa;

BE IT RESOLVED, THEREFORE, THAT the preliminary and final subdivision plats for Grant Wood Plaza be and the same are hereby approved by this body. It is the recommendation of this body that the Anamosa City Council also accept the final subdivision plat for Grant Wood Plaza.

PASSED, ADOPTED AND APPROVED this 31 day of
August, 1992.

ANAMOSA PLANNING AND
ZONING COMMISSION

BY: Nick Nassif Sr.
Nick Nassif Sr., Vice Chairman

COMMISSION MEMBERS	AYE	NAY	ABSENT
Christianson	<u>X</u>	<u> </u>	<u> </u>
Weimer	<u>X</u>	<u> </u>	<u> </u>
Crump	<u>X</u>	<u> </u>	<u> </u>
Nassif	<u>X</u>	<u> </u>	<u> </u>
Cox	<u>X</u>	<u> </u>	<u> </u>
Grassfield	<u>X</u>	<u> </u>	<u> </u>
Blair	<u> </u>	<u> </u>	<u>X</u>

ATTEST: Peg Conrad
Peg Conrad, Secretary to Anamosa
Planning and Zoning Commission

RESOLUTION NO. 92-33
RESOLUTION ACCEPTING FINAL SUBDIVISION PLAT FOR GRANT WOOD
PLAZA

WHEREAS this Council, in its development of the 10.94 acres being acquired from the Iowa Department of Transportation, which real estate is located in the Southeast Quadrant of the intersection of U.S. Highway 151 and State Highway 64, has caused a plat of subdivision to be prepared for the real estate, which subdivision plat refers to the area in question as "Grant Wood Plaza"; and,

WHEREAS the preliminary and final subdivision plats for Grant Wood Plaza have been presented to the Anamosa Planning and Zoning Commission for its review and recommendation; and,

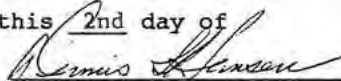
WHEREAS the Anamosa Planning and Zoning Commission has approved the preliminary and final subdivision plats for Grant Wood Plaza and has recommended this council approve the final subdivision plat for Grant Wood Plaza as well; and,

WHEREAS this Council has reviewed the final subdivision plat for Grant Wood Plaza and believes its acceptance would be in the best interests of the City and would promote economic development of the area; and,

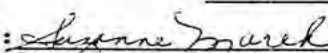
WHEREAS this Council finds the final subdivision plat for Grant Wood Plaza complies with the substantive and procedural requirements of this City's subdivision ordinance;

BE IT RESOLVED, THEREFORE, THAT the final subdivision plat for Grant Wood Plaza is hereby approved. The Clerk is directed to file the final subdivision plat for Grant Wood Plaza of record with the Jones County Recorder once formal conveyance of title to the real estate in question has been received by the City of Anamosa from the State of Iowa.

PASSED, ADOPTED AND APPROVED this 2nd day of
September, 1992.


Dennis Hansen, Mayor
NAY ABSENT

	AYE	NAY	ABSENT
George	<u>X</u>	<u> </u>	<u> </u>
Johnson	<u>X</u>	<u> </u>	<u> </u>
Hansen	<u>X</u>	<u> </u>	<u> </u>
Darrow	<u> </u>	<u> </u>	<u>X</u>
Willems	<u>X</u>	<u> </u>	<u> </u>
Benson	<u>X</u>	<u> </u>	<u> </u>

ATTEST: 
Suzanne Marek, City Clerk

DEDICATION OF STREET AND DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS

The City of Anamosa, Iowa, owner of the 10.94 acres contained within the Grant Wood Plaza Subdivision, for the benefit of the City of Anamosa, encumbers the real estate contained within the Grant Wood Plaza Subdivision with the following easements, restrictions and covenants:

I. DEDICATION OF GRANT WOOD DRIVE. Grant Wood Drive is hereby dedicated to and accepted by the City of Anamosa as a public street. The City of Anamosa shall be responsible for its installation and maintenance.

II. DEDICATION OF EASEMENTS.

- A. PUBLIC SANITARY SEWER AND WATER EASEMENTS. The City of Anamosa reserves unto itself the rights of ingress and egress for the purpose of laying and maintaining all public sanitary sewer and water lines over, under and upon the public sanitary sewer and water easements depicted in the subdivision plat for Grant Wood Plaza. No permanent improvements shall be constructed, erected or placed over or upon those areas subjected to public sanitary sewer and/or water easements.
- B. PUBLIC UTILITY EASEMENTS. There is dedicated to the public utilities serving Grant Wood Subdivision the rights of ingress and egress upon, over and under those public utility easements designated in the subdivision plat for Grant Wood Plaza for the purpose of laying, installing, maintaining and servicing those utilities. No permanent improvements or structures shall be constructed, erected or placed over or upon those areas subjected to public utility easements.
- C. DRAINAGE EASEMENTS. For the benefit of those lots served by the private drainage easements depicted in the subdivision plat for Grant Wood Plaza, those lots are granted the right to drain surface water over the drainage easement areas depicted in the subdivision plat for Grant Wood Plaza. The owners of the real estate subjected to the private drainage easements depicted in the subdivision plat for Grant Wood Plaza shall maintain all water flowage areas free of obstruction and retain their design and flowage capacities as approved by the City of Anamosa in the final site plan for each property.
- D. PRIVATE ACCESS INGRESS/EGRESS EASEMENTS. There is hereby dedicated and established reciprocal non-exclusive ingress-egress rights for the benefit of the owners of each parcel contained within Grant Wood Plaza for their respective customers, employees and invitees over, upon and across the private access ingress/egress easements depicted in the subdivision plat for Grant Wood Plaza. The owners of each parcel subjected to private access ingress/egress easements per the subdivision plat for Grant Wood Plaza shall be responsible for installation and maintenance.

of the private access ingress/egress easement areas in accord with the final site plan for each parcel. The owners of each parcel subjected to private access ingress/egress easements per the subdivision plat for Grant Wood Plaza shall also be responsible for the timely removal of snow and ice accumulations thereon. (Should the owner/developer of Lot 3 gain direct access to Lot 3 over or from the private access ingress/egress easement traversing the South 30 feet of Lot 5 of Grant Wood Plaza, the owner of Lot 3 shall reimburse the owner of Lot 5 for one-half of the cost of installing the roadway and shall contribute one-half of the cost of maintaining the West 124 feet of the 30 foot wide private access ingress/egress easement traversing Lot 5. The private access ingress/egress easement traversing the South 30 feet of Lot 5 of Grant Wood Plaza need not be constructed until such time as a final site plan has been approved for development of any portion of Lots 1 and 2 of Grant Wood Plaza. Nonetheless, the final site plan submitted for the development of Lot 5 shall detail the manner of construction proposed for the private access ingress/egress easement. Until the driveway is constructed the area of the ingress/egress easement shall be sown to natural or domestic grasses and maintained in a presentable state. Should the owner/developer of Lot 2 of Grant Wood Plaza gain direct access to Lot 2 over or from the private access ingress/egress easement traversing the South 30 feet of Lot 5 of Grant Wood Plaza, the owner/developer of Lot 2 shall reimburse the owner of Lot 5 for one-half of the cost of installing the roadway and shall contribute one-half of the cost of maintaining the East 77 feet of the 30 foot wide private access ingress/egress easement traversing Lot 5.)

III. FINAL SITE PLANS. No permit shall be issued for the construction of any permanent improvement or structure upon any of the real estate contained within Grant Wood Plaza until a final site plan shall be presented to and accepted by the City of Anamosa detailing the building plans (location, design, construction materials, etc.) for the permanent improvement or structure proposed for the property. The final site plan shall also detail the motor vehicle parking to be afforded the lessees, customers, employees and invitees of each parcel. The final site plan shall also depict the signage proposed for the property. The final site plan shall also include a landscaping plan for the open areas of the property. It shall be the responsibility of the owner of each improved parcel to establish, maintain, protect and preserve the natural features of the site per the final site plan. No trees, shrubbery or other greenery planted or established pursuant to the final site plan shall be removed unless diseased or substantially damaged by wind, disease or other natural forces without the advance consent of the City of Anamosa. Any diseased or substantially damaged trees or vegetation removed shall be promptly replaced by the owner of the property. The trees, shrubbery and greenery planted or established pursuant to the final site plan shall be trimmed and maintained on a regular basis to minimize the effects of disease, pests and minor damage. All slopes and open areas shall be sown or sodded to natural and/or domestic grasses and/or flowers and shall be kept free of weedy growth and regularly maintained in a presentable

state. All structures, landscaping, parking and driveway areas shall be maintained by the owner of each parcel in accord with the final site plan and landscaping plan approved for the parcel unless excused therefrom by a majority of the other owners of property within Grant Wood Plaza if the changes are sought following completion of the approved development project. If any changes to the final site plan or landscaping plan are proposed or desired prior to completion of the approved development the final site plan and/or landscaping plan may only be altered or amended only with the express permission of the City Council for the City of Anamosa. All parking and driveway areas shall be properly maintained and there shall not be allowed or permitted any weed growth, pot holes, or cracking/rupturing of the surface which may cause or contribute to undermining of the parking or driveway areas or adversely affect the parking or driveway areas of any other parcel of land with Grant Wood Plaza. All parking spaces shall be appropriately designated and marked.

IV. RESTRICTIVE COVENANTS. The City of Anamosa hereby establishes and places the following restrictive covenants on the property contained within the Grant Wood Plaza Subdivision:

- A. TRASH RECEPTACLES. Trash receptacles or garbage cans placed outside for the receipt and storage of waste generated from the commercial activity conducted on the premises shall have lids or covers, shall be screened from public view, and shall be a steel container-type receptacle. Those trash receptacles shall be located at the rear of the building or commercial establishment in the areas specified in the approved site plan. The type and placement of trash receptacles for public use shall be aesthetically compatible with the primary structure they serve.
- B. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, shed or other building shall be used on the site at any time as a residence or storage facility.
- C. WATER FLOW OBSTRUCTIONS. No obstruction of drainage ways or storm water detention areas shall be permitted.
- D. PARKING, DRIVEWAY OR ROADWAY OBSTRUCTIONS. No obstruction of access to parking areas, driveways or roadways shall be permitted. No parking spaces on driveways or roadways shall be permitted. Nor shall parking be permitted on the private access ingress/egress easements depicted in the subdivision plat for Grant Wood Plaza. No parking spaces or driveways or roadways shall be used for the storage of any vehicles, boats, snowmobiles, trailers or other mobile equipment. The customers and invitees of any business or commercial enterprise east of Grant Wood Drive within Grant Wood Plaza shall be afforded the privilege to park in the parking areas of any other business or commercial enterprise that are located east of Grant Wood Drive in the event parking spaces are not readily available for the customers or invitees of that business or commercial enterprise. Areas designated for specialized parking and non-parking (handicapped, over-night semi-

tractor/trailer parking, fire lanes, loading zones, etc.) per the approved final site plan for each parcel shall be used solely for those designated purposes of the business and/or property owner.

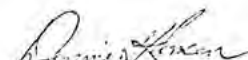
- E. MECHANICAL EQUIPMENT. Air conditioning compressors and other major mechanical equipment shall be located and screened in a manner to minimize disturbance of adjacent property owners.
- F. ARCHITECTURAL UNIFORMITY. Each structure located within Grant Wood Plaza shall be architecturally compatible with all other structures in the plaza. No structure shall be erected without the written approval of the City of Anamosa of the detailed building plans for the structure. Evidence of the City's approval for the building plan shall be the City's issuance of a building permit.
- G. SIGN UNIFORMITY. All signs shall be located, sized, restricted and maintained for each property as shown on the final site plan approved by the City.
- H. NOISE ABATEMENT. The operation of truck loading and unloading activities, building and equipment compressors and other noise-generating devices, trash and refuse collection activities, and the conduct of routine business activities shall be accomplished in a manner that does not unreasonably disturb the general peace and quiet of surrounding properties. Excessively loud activities on the site, if any, shall be kept to a minimum and shall be limited to routine business hours, specifically no earlier than 7:00 A.M., nor later than 10:00 P.M.
- I. LIGHTING. There shall be no outdoor lights located on any site or parcel except as shown in the final site plan or building plans submitted relative to the construction or improvement proposed for the site. The final site plan shall detail the lighting proposed for the site and shall include an illustration of each different lighting fixture proposed for the site. Each such light shall be directed away from the boundary line of the site nearest to such light. All common areas shall be lighted to an intensity of .7 to 1.2 foot candles.
- J. BUILDING USES. Building uses shall only be those permitted under the comprehensive zoning ordinance of the City of Anamosa, Iowa and each building shall provide parking facilities adequate for its intended use.
- K. OUTSIDE SALES AND DISPLAYS. No sales or displays outside a building structure shall be permitted unless specifically allowed by the final site plan for the development or by a majority of the other property owners in Grant Wood Plaza. The final site plan, or in its absence, a majority of the other landowners in Grant Wood Plaza may allow for the use of temporary structures in connection with approved outside sales and displays.

- 204
- D. PLACEMENT OF PUBLIC UTILITIES. All public utilities (gas, electric, sewer, water, television and auto/visual communications) shall be installed under ground.

V. ADDITIONAL PROVISIONS.

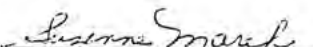
- A. RIGHT OF ENTRY. The owner or lessee of any parcel of land within Grant Wood Plaza by acceptance of its deed or lease therefor, whether or not it shall be so expressed in such deed or lease, hereby grants and conveys to the City of Anamora, and those acting for it or on its behalf, the unconditional right of entry in and upon all driveways and roadways and common areas within Grant Wood Plaza for the purpose of police protection, fire protection, ambulance service and for all other municipal purposes such as snow removal, garbage collection, and the reading and servicing of all utility meters by the appropriate utility personnel.
- B. ENFORCEMENT. The owner or lessee of any parcel of land within Grant Wood Plaza is vested with the standing to seek the enforcement of any easement, restrictive covenant or other provision heretofore expressed.
- C. SEVERABILITY. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the enforceability of the remaining portions of this declaration, or any part thereof, which shall remain in full force and effect.

PASSED, ADOPTED AND APPROVED this 12th day of October, 1992.


Dennis Hansen, Mayor

	AYE	NAY	ABSENT
Edson	<u>X</u>	<u> </u>	<u> </u>
Darrow	<u>X</u>	<u> </u>	<u> </u>
George	<u>X</u>	<u> </u>	<u> </u>
Johnson	<u>X</u>	<u> </u>	<u> </u>
Hansen	<u>X</u>	<u> </u>	<u> </u>
Willems	<u>X</u>	<u> </u>	<u> </u>

ATTEST:


Suzanne Marek, City Clerk

RESOLUTION NO. 2026-47

RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING, PURSUANT TO SECTION 354.23 OF THE IOWA CODE, TO VACATE THE CITY EASEMENT, LOCATED AT GRANT WOOD PLAZA, LOT 3, (ASSESSOR’S PARCEL NUMBER 0912154001), WITHIN THE CITY OF ANAMOSA.

WHEREAS, the City of Anamosa has received a request to vacate the City easement, located at Grant Wood Plaza, Lot 3 (Assessor’s Parcel number 0912154001), within the City of Anamosa, also described as:

10’ Public Utility & Drainage Easement (1,678 sq. ft.), located within Lot 3 wood Plaza Plat 1, Anamosa SW ¼ NW ¼ Section 12-T84N-R4W

WHEREAS, the City has no interest in maintaining this easement; and,

WHEREAS, the Planning & Zoning Commission met on August 3rd, 2026 and recommended that this City-easement be vacated; and,

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than four and no more than 20 days prior to the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City does hereby set September 14th, at 6:00 p.m., as the date and time for the Public Hearing to be held in 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				
HURT				
D. SMITH				
WEIMER				
SHADA				

PASSED AND APPROVED this 10th day of August, 2026.

ROD SMITH, MAYOR

ATTEST:

KAYLEE PALMER, CITY CLERK

RESOLUTION NO. 2026-48

**APPROVING AND AUTHORIZING THE PLACEMENT OF FUNDS IN VARIOUS DEPOSITORIES AND
UPDATING AUTHORIZED DEPOSITORS.**

WHEREAS, it occasionally becomes necessary to review the status and position of funds in banks where we have them placed as designated depositories; and,

WHEREAS, in November 2024 the City Council updated the depository resolution designating the location and the maximum amount where City funds can be placed; and,

WHEREAS, personnel changes at City Hall requires an amendment to the authorized depositors, as established by Resolution 2024-61.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby maintain the following list of financial institutions to be depositories for the City of Anamosa, Iowa funds in conformance with all applicable provisions of the Iowa Code.

MAY IT BE FURTHER RESOLVED THAT, the following employees are hereby authorized to deposit funds for the City of Anamosa in amounts not to exceed the maximum approved for each respective financial institution as set forth below. These same employees shall be authorized signers on all City of Anamosa accounts at each of the listed institutions:

Authorized Depositors:

Jeremiah Hoyt, City Administrator
Kaylee Palmer, City Clerk
Molly Hefflefinger, Deputy City Clerk
Madison Faber, Utility Billing Clerk

Authorized Depositories:

CITIZENS SAVINGS BANK – ANAMOSA

Maximum balance in effect under this resolution \$ 9,000,000.00

FIDELITY BANK AND TRUST – ANAMOSA

(Previously Security State Bank- Anamosa)

Maximum balance in effect under this resolution \$ 9,000,000.00

F&M (FARMERS AND MERCHANTS) SAVINGS BANK – ANAMOSA

Maximum balance in effect under this resolution \$ 9,000,000.00

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				
HURT				
D. SMITH				
WEIMER				
SHADA				

PASSED AND APPROVED this 10th day of August, 2026.

ROD SMITH, MAYOR

ATTEST:

KAYLEE PALMER, CITY CLERK

CHAPTER 140

SIDEWALK REGULATIONS

140.01 Purpose	140.11 Interference with Sidewalk Improvements
140.02 Definitions	140.12 Awnings
140.03 Removal of Snow, Ice, and Accumulations	140.13 Encroaching Steps
140.04 Property Owner's Responsibility for Maintenance	140.14 Openings and Enclosures
140.05 City May Order Repairs	140.15 Fires or Fuel on Sidewalks
140.06 Sidewalk Construction Ordered	140.16 Defacing
140.07 Permit Required	140.17 Debris on Sidewalks
140.08 Sidewalk Standards	140.18 Merchandise Display
140.09 Barricades and Warning Lights	140.19 Sales Stands
140.10 Failure to Repair or Barricade	140.20 Obstruction of Public Sidewalks

140.01 PURPOSE. The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement, or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

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

1. "Broom finish" means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
2. "Established grade" means that grade established by the City for the particular area in which a sidewalk is to be constructed.
3. "One-course construction" means that the full thickness of the concrete is placed at one time, using the same mixture throughout.
4. "Owner" means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, "owner" includes the lessee, if any.
5. "Portland cement" means any type of cement except bituminous cement.
6. "Sidewalk" means all permanent public walks in business, residential or suburban areas.
7. "Sidewalk improvements" means the construction, reconstruction, repair, replacement, or removal of a public sidewalk and/or the excavating, filling, or depositing of material in the public right-of-way in connection therewith.
8. "Wood float finish" means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

140.03 REMOVAL OF SNOW, ICE, AND ACCUMULATIONS. The abutting property owner shall remove snow, ice, and accumulations promptly from sidewalks. If a property owner does not remove snow, ice, or accumulations within 24 hours after the snow or ice event ends, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. The abutting property owner may be liable for damages caused by failure to remove snow, ice, and accumulations promptly from the sidewalk.

(Code of Iowa, Sec. 364.12[2b and e])

140.04 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE. The abutting property owner shall maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

(Code of Iowa, Sec. 364.12[2c])

140.05 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d and e])

140.06 SIDEWALK CONSTRUCTION ORDERED. The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the *Code of Iowa*.

(Code of Iowa, Sec. 384.38)

140.07 PERMIT REQUIRED. No person shall remove, reconstruct, or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction, or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City and shall be accompanied by a permit fee of \$10.00.

140.08 SIDEWALK STANDARDS. Sidewalks repaired, replaced, or constructed under the provisions of this chapter shall be constructed in accordance with the City's standard specifications. An official copy of the specifications is on file at City Hall. All such work shall be done under the direction and supervision of, and subject to inspection and approval of, the Public Service Supervisor. If such work does not comply with the provisions of this chapter, the Public Service Supervisor, after notice to the property owner, shall cause the sidewalks to be constructed in the proper manner and assess the cost for such work against the abutting property for collection in the same manner as a property tax.

140.09 BARRICADES AND WARNING LIGHTS. Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

140.10 FAILURE TO REPAIR OR BARRICADE. It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent, to notify the City immediately in the event of failure or inability to make necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

140.11 INTERFERENCE WITH SIDEWALK IMPROVEMENTS. No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar, or deface any sidewalk at any time or destroy, mar, remove, or deface any notice provided by this chapter.

140.12 AWNINGS. It is unlawful for a person to erect or maintain any awning over any sidewalk unless all parts of the awning are elevated at least eight feet above the surface of the sidewalk and the roof or covering is made of duck, canvas or other suitable material supported by iron frames or brackets securely fastened to the building, without any posts or other device that will obstruct the sidewalk or hinder or interfere with the free passage of pedestrians.

140.13 ENCROACHING STEPS. It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

140.14 OPENINGS AND ENCLOSURES. It is unlawful for a person to:

1. Stairs and Railings. Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
2. Openings. Keep open any cellar door, grating, or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.
3. Protect Openings. Neglect to properly protect or barricade all openings on or within six feet of any sidewalk.

140.15 FIRES OR FUEL ON SIDEWALKS. It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

140.16 DEFACING. It is unlawful for a person to scatter or place any paste, paint, or writing on any sidewalk.

(Code of Iowa, Sec. 716.1)

140.17 DEBRIS ON SIDEWALKS. It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal, or vehicle.

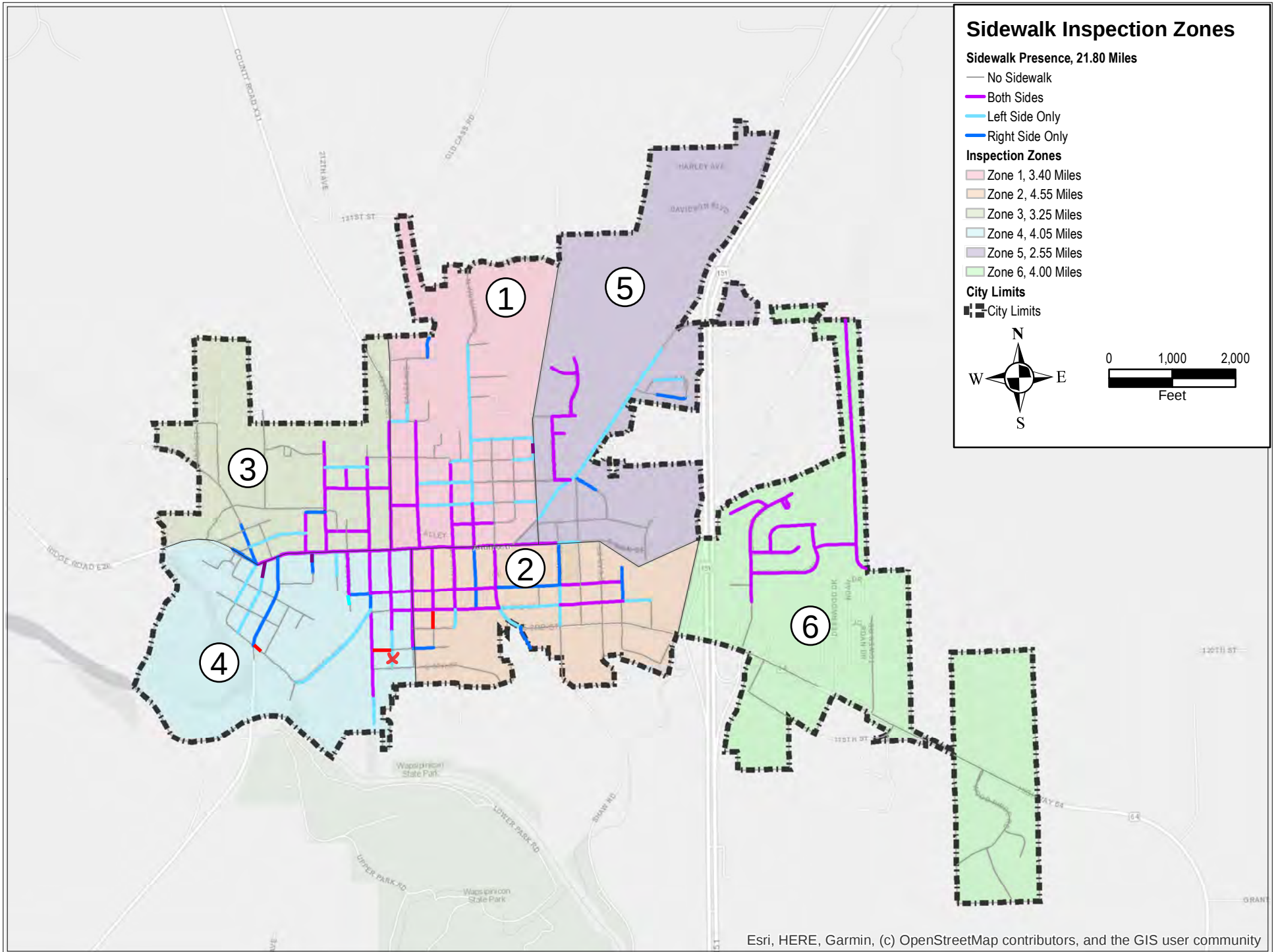
(Code of Iowa, Sec. 364.12[2])

140.18 MERCHANDISE DISPLAY. It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three feet of the sidewalk next to the building be occupied for such purposes.

140.19 SALES STANDS. It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables, or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.

140.20 OBSTRUCTION OF PUBLIC SIDEWALKS. No one shall obstruct the flow of pedestrian traffic on public sidewalks in person or by the placement of animate or inanimate objects. The prohibition in this section shall not apply to the temporary obstruction of a public sidewalk incorporated in a driveway to a property by the parking of a vehicle for the purpose of delivering or picking up items to or from the property.

[The next page is 991]



CITY OF ANAMOSA, IOWA

SIDEWALK REPAIR/ASSESSMENT POLICY

- 1. PURPOSE OF POLICY.** To maintain sidewalks that are accessible and safe for all users, this policy establishes the inspection process of public sidewalks and outlines the responsibility of adjacent property owners under this policy.
- 2. PROPERTY OWNER'S RESPONSIBILITY.** In accordance with Iowa State Code 364.12(d) and (e), and City of Anamosa Code of Ordinances 140.04 and 140.05, property owners are responsible for the maintenance and repair of public sidewalks adjacent to their property. If maintenance and/or repair is requested by the City and is not completed within 90 calendar days of receiving notice by certified mail, the City shall make the repairs and will assess the costs to the property owner.

The repair and replacement of curb ramps are the sole responsibility of the City. The cost to repair curb ramps will not be assessed to property owners.

- 3. INSPECTION PROCESS.** The City of Anamosa is divided into six geographical zones for inspection, and one zone will be inspected each year. Inspections will begin on the second Monday of April and will be performed by a City Representative. This policy only applies to public sidewalks within the Right-of-Way (ROW). The parkway, private sidewalks, and driveway aprons are not inspected by the City under this policy.
- 4. INSPECTION CRITERIA.** Repair or replacement of a sidewalk panel(s) shall be required if the City Representative identifies any of the following deficiencies:
 - A vertical displacement of half (1/2) an inch or more between portions of sidewalk
 - The displacement need not span the entire width of sidewalk and may be located at panel joints or cracks.
 - A horizontal gap of one (1) inch or more is present between portions of sidewalk.
 - The separation may be at joints between sidewalk panels, cracks, or missing pieces.
 - Sidewalk is raised or depressed more than three (3) inches within 8-10ft.
 - Significant deviations of grade caused by settlement, heaving, or tree roots.
 - Sidewalk panel is cracked into four or more pieces.
 - Sidewalk panel is missing a piece greater than four (4) square inches.
 - Missing chunks may be partial or full depth.
 - Sidewalk panel is pockmarked or spalled over more than 50% of the surface.
 - Loss of surface material causing an uneven surface.
 - Sidewalk slopes do not meet accessibility requirement of ADA, SUDAS, and PROWAG*

- Sidewalk slopes will not be measured, but significant deviations will be noted by the City Representative. It will be the responsibility of the repairer to ensure that the repaired sidewalk cross slope not exceed 2% (1/4-inch per one-foot) and that the finished running slope not exceed 8% (1-inch per one-foot) or the slope of the adjacent roadway, whichever is greater.
- Sidewalk is not constructed of approved material*.
 - Sidewalks must be constructed of Portland-cement concrete (PCC), and no other surface material will be accepted. Use of asphalt, epoxy, resin, wood, metal, or other materials as the repaired sidewalk surface will result in a repeat notice.
- Sidewalk is obstructed by protruding objects, vegetation or debris as determined by the City Representative in concordance with ADA, SUDAS, & PROWAG guidelines.
 - Sidewalks must be accessible to the traveling public, and permanent obstructions that prevent the sidewalk from being used properly will be noted by the City Representative. These issues may require additional correspondence between the City and the property owner to determine an appropriate and reasonable remedy.

*Note: Portions of sidewalks passing through driveways may be determined exempt from material, slope, or other performance requirements, as determined by the City Representative.

5. **NOTICE TO REPAIR.** If repairs are required, a notice will be sent to the adjacent property owner by certified mail. The notice will indicate the number of sidewalk panels that are out of compliance and provide information on the repair criteria triggering the notice. Additionally, the City Representative will use washable paint or temporary flags to indicate non-compliant panels during the inspection process to assist property owners in identifying which panels are referred to within the notice.
6. **REPAIR BY OWNER.** Should the adjacent property owner choose to make the repairs themselves, an [Excavation Permit](#) must be obtained from the City prior to repair. Permit fees will be waived for applications made in response to a City issued notice under this policy. Inspection by the City Representative will be required before and after repairs are made.
7. **REPAIR BY OWNER'S CONTRACTOR.** If the adjacent property owner chooses to hire a contractor to make the repairs, the same requirements apply as listed above in Section 6.
8. **REPAIR BY CITY.** Failure to make the required repairs within 90 calendar days of notice being given by certified mail shall indicate that the adjacent property owner wishes the City to complete the repairs. The City will perform repairs the following construction season

and the cost shall be assessed against the adjacent property owner for collection in the same manner as property tax. Repairs made by the adjacent property owner or adjacent property owner's contractor that do not meet the requirements listed below shall be considered unrepaired and shall likewise be corrected by the City and assessed against the adjacent property owner.

9. REPAIR METHODS. Possible satisfactory repair methods depending on the type of deficiency include:

- Complete removal and replacement of the non-compliant panels
- "Mud jacking" the panels to correct vertical displacement and maintaining a cross slope not to exceed 2% (1/4-inch per one-foot).
- Milling sidewalk panel edges, at least twelve inches back from non-compliant vertical displacements, to create a smooth transition between panels.
- Removal of vegetation/debris
- Grade parkway to drain if required as part of the sidewalk repairs.
- Seal separations and cracks (only allowed when gaps are less than 2 inches and vertical displacements less than 1 inch) in cracked panels with less than 4 pieces.

Coordination with the City Representative before and during the repair process is recommended to determine an acceptable repair method for a specific situation.

10. REQUIREMENTS TO BE DEEMED REPAIRED. For repairs to be deemed satisfactory, it is not sufficient to merely satisfy the inspection criteria set forth in section 4. Repaired sidewalk shall be compliant with the Iowa Statewide Urban Design Manual (SUDAS), Chapter 12A, Sidewalks, which can be accessed here:

https://www.iowasudas.org/wp-content/uploads/sites/15/2020/03/Chapter_12.pdf. This chapter has been developed jointly with the Iowa Department of Transportation in accordance with Federal regulations for accessibility and is the standard for use by all governmental entities in the State of Iowa. Additional resources include the American with Disability Act Accessibilities Guidelines (ADAAG) and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and are linked in the SUDAS Design Manual noted above.

Construction requirements for sidewalks are as follows ([Refer to SUDAS Section 7030 – Sidewalks, Shared Use Paths, and Driveways, Part 3 – Execution](#)):

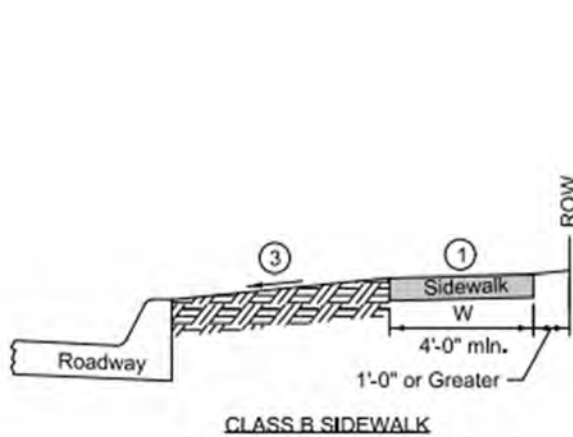
- a. **Thickness:** Construct with a minimum thickness of 4 inches. Where sidewalks cross driveways, the minimum thickness is 6 inches, or equal to the thickness of the driveway, whichever is greater.
- b. **Obstructions:** When possible, all obstructions are to be removed or relocated. Where the sidewalk is shifted to avoid an obstruction, a minimum 2:1 taper will be used to and from the obstruction, with consideration of a straight section adjacent to the obstruction.
- c. **Surfacing:** Portland Cement Concrete (PCC) Class C mix for sidewalks and driveways. Per [SUDAS Section 7030, Sidewalks, Shared Use Paths, and](#)

Driveways, Part 2.01 Portland Cement Concrete, use coarse aggregate with Class 2 durability or better. Slump = ½ inch– 4 inch, and Air Content = 6.0% – 8.5%.

- d. **Slope:** The maximum cross slope is 2.0% (¼ inch per foot). The maximum running slope is 8.0% or equal to the slope of the adjacent street, whichever is greater.
- e. **Width:** The minimum allowable width of a pedestrian access route is 4 feet. For repairs, match the existing width.
- f. **Contraction ‘C’ Joints:** Construct ¼” W x 1-¼” D joint by saw cut or jointing tool. Space contraction joints equal to the width of the sidewalk to form square panels. Do not seal contraction joints in sidewalks.
- g. **Expansion ‘E’ Joints:** Install an expansion joint where sidewalks abut driveways, private walks, or Curb Ramps.
- h. **Finishing:** Smooth sidewalks with a metal trowel until surface is free from defects and blemishes. Brush with a soft broom at right angles to the direction of travel to provide a uniform, non-skid surface. Apply curing compound ([per SUDAS Section 7010 – Portland Cement Concrete Pavement](#)) immediately after finishing or cover with moist burlap for 24 hours, minimum.

It is required that the City Representative inspect the forms and grade prior to placing concrete. Inspection should be arranged at least 24 hours in advance.

STANDARD DETAILS



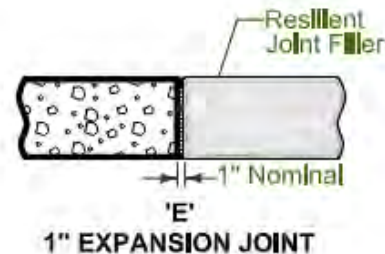
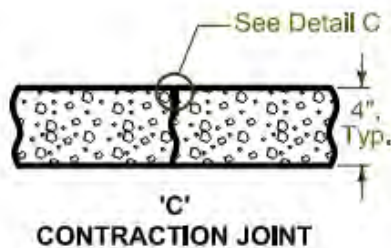
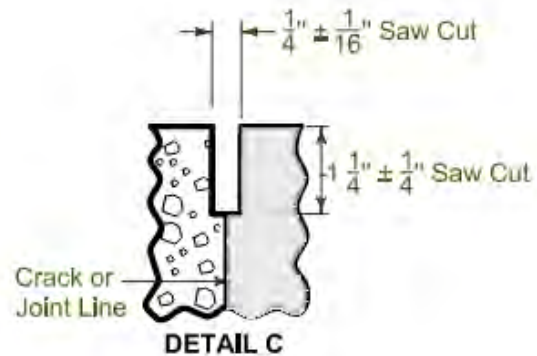
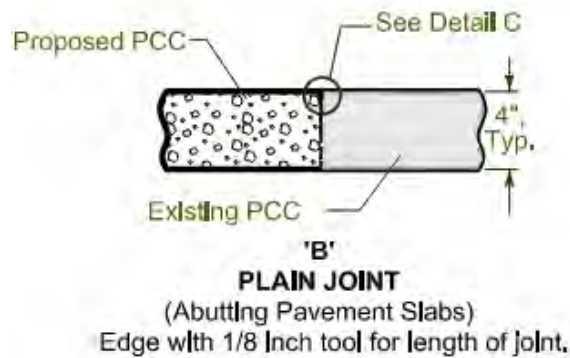
- ① Target cross slope of 1.5% with a maximum cross slope of 2.0% (Including sidewalk through driveway).
- ② Ensure top of curb slopes to street for drainage.

- ③ Parking Slopes:
If parking width is less than 10 feet wide, slope at $\frac{1}{4}$ Inch per foot.

If parking width is 10 feet wide and greater, slope at $\frac{1}{2}$ Inch per foot.

Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.



Information for Property Owners

Why Create This Policy?

This Sidewalk Improvement Policy is meant to be the framework for implementing the City's sidewalk improvement program. The American Disability act of 1990 (ADA) set certain accessibility requirements for public agencies and one of the main concerns for Cities like Anamosa are their sidewalks. The average age of sidewalks in town means they are likely to need repairs, and the standards at the time they were constructed may not conform to ADA criteria, the subsequent recommendations from the Public Right-of-Way Accessibility Guidelines (PROWAG) or the current Iowa Statewide Urban Design and Specifications (SUDAS) for Sidewalks and Bicycle Facilities.

The City wants its community to be accessible to individuals of all ages and abilities, and so it determined that a sidewalk improvement program is necessary to reach that goal. This Policy is a formal way of identifying how the City will implement the program and the criteria by which the City will determine when repairs are necessary. By providing this policy, the City is showing transparency in the process as well as setting an objective method by which to judge the repairs.

The City Code has always provided for the City Council to require sidewalk repairs and has authorized them to assess the costs to adjacent property owners. The City Council wishes to provide the community with the quality infrastructure it deserves by providing these formal guidelines for inspections, repairs, and assessments.

By doing so, the character of the community will continue to thrive and encourage people to live active lives.

How Do I Know If I Need to Repair My Sidewalk?

Property owners with adjacent public sidewalk identified for repair will receive a certified letter in the mail approximately two weeks after their zone has been inspected by a City Representative. The letter will describe the necessary repairs and will explain the issues noted during the inspection. The panels of affected sidewalk will be marked with paint or by flags in their yard. The types of issues that the City Representative may note include:

Vertical Displacements

These raised edges are tripping hazards and make it difficult for people using mobility aids to travel smoothly. These can be fixed through grinding the edges down, replacing one/both panels, or through “mud-jacking” the panels to level them out.



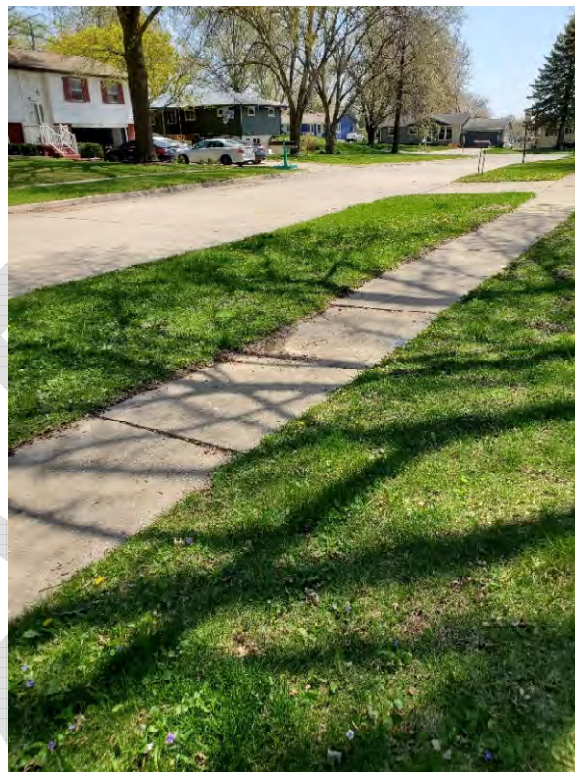
Horizontal Gaps

Large gaps are tripping hazards and may cause people using mobility aids to get stuck. These can be fixed by removing some, or all, of the adjacent sidewalk panels and installing new panels.



Sections Raised by Tree Roots or Sinking due to Settlement Problems

These steep slopes can be tripping hazards and make it difficult for people using mobility aids to travel with ease. Raised sections can only be fixed by replacing the indicated panels and creating a transition across the bump/depression in a way that meets ADA slope criteria. Depressed sections may also be repaired by replacement of the indicated panels or with “mud-jacking” assuming the surrounding area can accommodate the change in elevation.



Cracked Panels

Sidewalk panels broken into four or more pieces tend to fall apart more quickly than sidewalk panels that are whole. As such, it is important to address these, not just for aesthetics, but to prevent them from falling apart to the point where they cause other tripping hazards. These shall be fixed by replacing the entire panel.



Missing Pieces

Sidewalk panels missing pieces can be tripping hazards or cause people using mobility aids to become stuck. These panels must be addressed to prevent them from falling apart to the point where they cause other issues. These can only be fixed by replacing the entire panel.



Rough Surfaces

Sidewalks with exceptionally rough surfaces are tripping hazards and may be impassible to people using mobility aids. Typically caused by the deterioration of the concrete itself and exhibited by exposed aggregate or disintegration within the concrete, the only way to repair this issue is replacing the entire panel.



Non-compliant slopes

Sidewalk slopes are heavily regulated by the American Disabilities Act (ADA) to ensure they are usable to people using mobility aids, particularly wheelchairs. This means running slopes cannot be too steep for them to ascend, or to effectively stop themselves while descending, and the sidewalk cross-slopes cannot be too steep for them to sit and turn comfortably in their chairs. When non-compliant slopes are identified, the sidewalk must be replaced with compliant slopes. When replacing the identified sidewalk, additional adjacent sections of sidewalk, not identified by the City Representative may also need to be replaced to create slope transitions within acceptable ranges.



Incorrect Materials

For maintenance and uniformity purposes the City Code requires all sidewalks to be constructed of Portland-cement concrete (PCC). Other construction materials are not approved for sidewalk within the State of Iowa for safety purposes and any non-PCC materials found within the sidewalk will be noted by the City Representative. The only way to remedy this is to replace the sidewalk section with PCC.



Obstructions

For accessibility reasons, it is expected the sidewalk will be free of permanent obstructions. Drainpipes or hoses across the sidewalk, for example, are tripping hazards that prevent people using mobility aids from using the sidewalk. Similarly, signs, mailboxes, railings, or other structures sometimes protrude into sidewalks, limiting their usable width or causing a vertical clearance issue that may cause injury to someone. Overgrown shrubs or trees are also considered obstructions, but the City will issue a different type of notice for those concerns. Sidewalk notices will only apply to manufactured and permanent obstructions. As the problem may not directly require sidewalk repair, the City will work with adjacent property owners to determine an acceptable manner to resolve the issue.



How Long Do I have to repair the Sidewalk?

Adjacent property owners will have ninety (90) calendar days from the receipt of the Repair Notice to perform the required improvements. If the adjacent property owner chooses not to perform the repair they can inform the City by mail, phone, or email. Similarly, if the adjacent property owner does not file the appropriate permits or have the work inspected prior to 90 calendar days, the City will determine that the work is incomplete.

What happens after 90 calendar days have passed?

After 90 calendar days have passed, the City will proceed with the sidewalk improvement program by working with a design consultant to develop plans and competitively bid the project to hire a contractor to complete the repair projects starting in the spring of the following year. The share of construction costs for the sidewalk adjacent to the property will be assessed to the owner as part of that year's tax bill. Due to timing, the assessment may not show up on the tax bill until the second year after the notice was received.

How Should I Go About Repairing My Sidewalk?

The City recommends that prior to selecting a preferred contractor, the adjacent property owner solicit quotes from several bonded contractors capable of performing the repairs. Contractors will be able to guide property owners through the permitting and construction process.

Otherwise, an adjacent property owner choosing to do the work themselves can follow these steps:

- 1- File a Excavation permit for work within the right-of-way with the City, which can be found on the City's website. This permit will inform the City that repairs will be performed by the adjacent property owner:
https://cms9files.revize.com/anamosa/Document_Center/Licenses%20&%20Permits/Excavation%20Permit%20Form.pdf
- 2- Read the SUDAS Design Manual Chapter 12: Pedestrian and Bicycle Facilities:
https://www.iowasudas.org/wp-content/uploads/sites/15/2020/03/Chapter_12.pdf
and the SUDAS Standard Specifications Section 7030 – Sidewalks, Shared Use Paths, and Driveways for material requirements:
<https://www.iowasudas.org/wp-content/uploads/sites/15/2020/02/7030.pdf>
- 3- Contact Iowa One Call to perform utility locates at least 48 hours prior to any excavation/digging. Iowa One Call will mark existing utility locations to avoid or to use additional caution around. If there are any questions about how to work around certain utilities, contact the City.
<https://www.iowaonecall.com/> (or call 1-800-292-8989)
- 4- Perform the appropriate repairs.

The City Representative must approve of the repair method prior to the start of work, inspect the work after the damaged sidewalk is removed and the forms have been placed and again after the concrete has been poured. The work will not be considered complete until the final work has been inspected by a City Representative and restoration has been completed.

Who Should I Contact if I Have Any Questions?

The City Administrator or the City Streets Department can answer questions about sidewalk repairs:

City Administrator: (319) 462-6055 ext. 304 jeremiah.hoyt@anamosa-ia.org

City Streets Department: (319)462-6055 shane.brown@anamosa-ia.org

DRAFT

CITY OF ANAMOSA
SIDEWALK INSPECTION CHECKLIST

ADDRESS: _____

SIDEWALK SURFACE: ☐ Concrete ☐ Asphalt ☐ Pavers Other: _____

INSPECTED BY: _____

of ☐ City or Consultant: _____

DATE: _____ TIME: _____ AM / PM (circle one)

Inspection Criteria	OK	N/A	Repair	Comments
Vertical Displacement of ½" or more				
Horizontal Gap of 1-in or more				
Depressed 3-in or more within 10-ft				
Settled 3-in or more within 10-ft				
Cracked panel, 4 or more pieces				
Missing piece of sidewalk, 4 square inches or more				
Pockmarked or spalled panel over 50% of the surface				
Slopes exceed accessibility guidelines				
Not constructed of PCC				
Protruding objects observed				
Vegetation or debris observed				
Utility covers / lids not flush with walk and are secure				

Additional Comments:

OFFICIAL NOTIFICATION SIDEWALK REPAIR REQUIRED

Property Address:
123 E Main Street
Anamosa, IA 52205

Issue Date:
May xx, 20xx

Property Owner:
John Smith

This letter serves as the notice required under Iowa State Code 364.12(d) of your responsibility for the repair or replacement of part or all of the sidewalk adjacent to your property as found in unsatisfactory condition during the annual sidewalk inspection by a City Representative..

In compliance with state code, City of Anamosa Code of Ordinance 140.04 & .05 requires property owners to maintain public sidewalks on or adjacent to their property and stipulates that failure to do so upon notice will result in the city taking corrective action at the property owner's expense.

Number of failed panels: ____ as marked with paint or flags

Reasons these panels failed inspection:

- A vertical displacement of half (1/2) an inch, or more, between portions of sidewalk
- A horizontal gap of one (1) inch, or more, is present between portions of sidewalk
- Sidewalk is raised or depressed more than three (3) inches over 8-10 feet
- Sidewalk panel is cracked into four (4) or more pieces
- Sidewalk panel is missing a piece greater than four (4) square inches
- Sidewalk panel is pockmarked or spalled over more than 50% of the surface
- Sidewalk slopes do not meet accessibility requirements of ADA, SUDAS, and PROWAG
- Sidewalk is not constructed of approved material
- Sidewalk is Obstructed

You have 90 days to perform the required repairs, hire a contractor, or notify the City at **(INSERT EMAIL)** that you are declining to perform the repairs. If you decline to perform the repairs, or fail to complete them within 90 days, the City will repair the sidewalk and the cost shall be assessed against the property for collection in the same manner as property tax, but no additional fee or penalty will be assessed.

For repairs to be deemed satisfactory, work must be inspected by city staff, and the sidewalk must be brought into compliance with city standards, ADA requirements, and SUDAS design manual section 12A. **For more information on city requirements, see “Sidewalk Repair/Assessment Policy” on the city website (INSERT LINK HERE)**



PROFESSIONAL SERVICES AGREEMENT

For

**Hamilton Street Reconstruction Project
Engineering Design, Bidding and Construction Services**

Jeremiah Hoyt, City Administrator
City of Anamosa
107 S Ford Street
Anamosa, IA 52205
319-462-6055

Melissa Clow, PE
HR Green, Inc.
150 1st Ave NE, Suite 300
Cedar Rapids, IA 52401
HR Green Project Number: 2403654

August 5, 2026

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between City of Anamosa, (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

See Attachment A

1.2 Design Criteria/Assumptions

See Attachment A

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

See Attachment A

3.0 Deliverables and Schedules Included in this Agreement

See Attachment A

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

See Attachment A

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

See Attachment A

6.0 Client Responsibilities

See Attachment A



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$96,700.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT 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 COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'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.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed



under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Melissa A. Clow

Melissa Clow, PE

Approved by:

Printed/Typed Name:

Stacy E. Woodson
Stacy E. Woodson

Title: Principal

Date:

Aug 6, 2026

CITY OF ANAMOSA

Accepted by:

Printed/Typed Name:

Title:

Date:

ATTACHMENT A

1.0 Project Understanding

1.1 General Understanding

The project is described as final design services for the reconstruction of Hamilton Street, between 1st Street and 2nd Street in the City of Anamosa. The intent of this project is to provide targeted street, sidewalk, and sewer improvements in the vicinity of the Strawberry Hill Elementary School inclusive of new ADA sidewalk ramps and crossings to provide compliant access. The work to be completed by the Consultant under this agreement shall encompass and include detail work, services, materials, equipment, and supplies necessary to perform project management and administration; final roadway design (grading and paving); final utility design; public involvement; private utility coordination; bid phase services; the preparation of permit applications; and construction phase services.

HR Green recommends that the proposed project include the following:

- Remove existing HMA pavement at the intersections of E 1st Street and E 2nd Street and replace with PCC pavement, adjusting elevations for proper drainage and accessible street crossings.
- Construct three (3) inch mill & overlay of existing HMA pavement on Hamilton Street between the E 1st Street and the E 2nd Street intersections to provide positive drainage for the roadway and school parking lane.
- Construct three (3) inch mill & overlay of existing HMA pavement on E 1st Street west of Hamilton Street as needed to provide positive drainage, approximately 120 linear feet (lf).
- Construct three (3) inch mill & overlay of existing HMA pavement on E 2nd Street west of Hamilton Street as needed to provide positive drainage, approximately 100 lf.
- Reconstruct the sidewalks and attached curb in the areas of roadway improvement and Install new ADA-compliant sidewalk ramps at the E 1st Street and the E 2nd Street Intersections.
- Construct storm sewer improvements at the E 1st Street and E 2nd Street intersections to improve drainage and reduce standing water on the roadway and in the sidewalk ramps.
- Re-route an existing 4-inch sanitary service along Hamilton from E 1st Street to E 2nd Street that currently serves two customers near the southeast corner of the intersection of Hamilton Street / E 2nd Street. The sewer services will be connected to the existing sanitary sewer along E 2nd Street and the existing 4-inch sanitary sewer along Hamilton Street will be plugged and abandoned. The existing 4-inch sanitary sewer has experienced plugging in recent history, crosses private property and it is unlikely that permanent easements exist over the sewer.
- Relocate an existing fire hydrant from the SW corner of Hamilton Street and E 2nd Street to accommodate new storm sewer installation and prepare for future Hamilton Street improvements to the south.

1.2 Design Criteria / Assumptions

- Design will generally follow the Iowa Statewide Urban Design and Specifications (SUDAS), and all applicable local codes and design requirements.

- The Engineer's opinion of probably construction cost is more than the State of Iowa's 2026 competitive bid threshold of \$62,000 for Cities with a population of 50,000 or less and the project will be publicly bid.
- Based on the limited amount of excavation planned, geotechnical exploration is not recommended.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

HR Green, Inc. (Consultant):

- Project Management & Administration
- Project Coordination
- Project Design
- Plan Preparation
- Permitting Applications
- Bid-Phase Services
- Construction Administration

Vobr Niemeyer, LLC. (VN):

- Topographic Survey
- Easements & Acquisition Plats

Task A – Project Management and Administration

The work tasks to be performed under Project Management and Administration shall consist of the following:

A.1 Development of Project Instructions, Schedule, and Detailed Work Plan

Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. Establish project schedule critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

A.2 Coordination with Project Stakeholders

Maintain communications with City of Anamosa staff. Meet with Stakeholders to review progress, discuss specific elements of the project, promote communication between the various entities, and expedite the project development process. Prepare minutes and prepare action items and keep documentation of other communications.

- Two (2) design meetings with the Client's staff are anticipated in this scope of services. It is assumed that two (2) staff members of the CONSULTANT will participate in these meetings. The following Design Meetings are included:
 - o Preliminary Design (60%)
 - o Final Design (95%)
- Attendance at two (2) City Council meetings is anticipated in this scope of services. It is assumed one (1) staff member of the CONSULTANT will participate in the meetings. The following City Council meetings are included:
 - o Public Hearing and Approval of Final Plans for Letting

- o Construction Contract Award
- Other meetings as described under the specific work tasks.

A.3 Sub-Consultant Management

Coordinate with the project Sub-Consultants. Activities include preparing a subcontract, monitoring work tasks, coordinating invoicing, maintaining communications, and sharing project information.

A.4 Quality Control Plan

Establish review and checking procedures for the project deliverables. Designate responsibility for implementation of the plan.

A.5 Project Management

General coordination with the Client regarding project activities, meetings, invoicing, and deliverables. This task includes inter-office administration and coordination of the project including periodic meetings, and general administrative tasks.

- Prepare meeting minutes and action items.
- Track progress; monitor and maintain project budget and schedules.
- Distribution of plans and coordination of responses.
- Billing - monthly status reports / billing should include earned value calculations showing percent spent, percent completed, and scheduled percent completed.

Task B – Public Involvement

The work tasks to be performed under Public Involvement shall consist of the following:

B.1 Public Information Meeting

The CONSULTANT will conduct one (1) public informational meeting that will be attended by two (2) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, and gather information about any concerns, priorities, or specific issues of the adjacent property owners and other affected parties. This task includes preparation of display materials and hand out information. The CLIENT is responsible for reserving an appropriate meeting facility and notifying the surrounding property owners of the meeting. The CONSULTANT will review the results of the meeting with the CLIENT's staff.

B.2 Utility Coordination

Per Iowa Administrative Code 761 Chapter 115(306A), the CONSULTANT will coordinate with representatives of the various utility companies with facilities in the project area to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems..

Task C – Topographic Survey and Easement Design

The Topographic Survey and Easement Design will be completed by Vobr Niemeyer, LLC (VN) as a subconsultant to HR Green. Services will include:

C.1 Horizontal and Vertical Control

- Control Survey – VN will establish horizontal and vertical control required for the project. Each permanent control point or benchmark shall have horizontal coordinates and elevation, recovery information and monument description. Horizontal control shall have a sketch

showing ties to at least three natural or manmade objects. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded.

- Reference Ties – Provide reference ties for use in recovery of permanent control points. Each permanent control point shall have horizontal coordinates, name, description and a sketch showing ties to at least three natural or manmade objects. Reference ties will be completed for all supplemental control monuments. Prepare Reference Tie Sheets ("G" Sheets).

C.2 Design Survey

- Topographic Survey – Task includes topographic survey required to supplement the photogrammetrically produced topographic mapping. The topographic survey will be performed to locate features such as: roadway centerline, edge of pavement, paved drives, culverts, storm intakes, manholes, signs, utility valves, telephone pedestals, located utilities, and other elements of pertinence within the project area. Data along linear features to be obtained at 50-foot intervals.
- Utility Survey – Through the Iowa One-Call program, utility Clients will be contacted through the Design Information Request process. Utility Client/operators will be requested to provide maps and drawings of the underground facilities in the final design project area. Field locates will be requested of the utility Client/operators through the Design Locate Request process for any utility requiring more specific information. Coordinates and elevations (when possible) will be obtained for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility Client.
- Digital Terrain Model – Develop a Digital Terrain Model using a combination of photogrammetry and field surveyed topographic data. Create two-dimensional planimetric, three-dimensional contour, three-dimensional DTM files.

C.3 Boundary Survey

- Property Research – The task also consists of researching City, County and State records to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the Project and incorporates this data into the base mapping of the project.
- Property Survey – This task consists of performing land corner and lot surveys as needed to prepare acquisition plats and legal descriptions for permanent acquisition parcels and legal descriptions only for temporary acquisition parcels.

C.4 Preserving / Setting Property Corners

This task involves preserving or resetting property corner pins disturbed during construction in accordance with Iowa Code Chapter 355.6A including preparation of a monument preservation certificate. For budgeting purposes, it is assumed that all corner pins will be disturbed and in need of resetting.

C.5 Easements

- Easement Identification and Delineation – Easements, as listed in the title certificates, will be identified and delineated on the base mapping. "Blanket" easements (easements described as distances right or left of a utility) will be described by a note giving the total width and Client of the easement. Utility easements include utility (water, sanitary sewer, telephone, electric, gas and fiber optic) and drainage easements.
- Preparation of Easement Plats and Legal Descriptions – The level of detail for this task shall

be according to the requirements of Iowa Code. This task consists of determining the final easement needs for the project required from the various abutting properties. Individual easement plats will be prepared for each parcel with permanent takings and temporary easement descriptions will be prepared for each temporary easement taking. The plats and legal descriptions shall comply with the requirements of the Iowa Code. For the purpose of this agreement, the number of permanent easement descriptions is 0 (Public Improvements) and the number of temporary easement descriptions is 7. Acquisition of the required permanent and temporary easements shall be by the Client.

Task D – Preliminary Design – 60% Plan Preparation

The Consultant will perform preliminary design services including the preparation of preliminary design plans. Plan preparation shall conform to SUDAS procedures. Preliminary plans will only be submitted to the Client and include:

D.1 Title Sheets (A sheet)

The title sheet will include the following: Project Name, Vicinity Map, Index of Sheets, Legend, Project Number, listing of standards, and Certification blocks for the CLIENT and CONSULTANT.

D.2 Typical Cross-Sections and Details (B sheets)

Pavement typical sections and standard details and other details as needed.

D.3 Plan and Profiles (D sheets)

Plan and profiles for proposed roadway improvements. Includes base mapping, proposed roadway alignments, slope intercepts, proposed drainage structures, existing right-of-way/easements, drive entrances, side road intersections, intersecting angles and station equation between mainline and side road reference line will also be shown.

D.4 Survey Sheets (G sheets)

Plan showing reference ties (including control points) and benchmarks used to develop the project design and to be preserved throughout construction of the project.

D.5 Right-of-Way Sheets (H sheets)

This task consists of the development of right-of-way and easement plan sheets. The preliminary right of-way needs for the roadway including permanent and temporary easements for construction purposes. Right of-way features such as existing and proposed right of-way, access rights, property ownerships and parcel information shall be plotted on the right of-way plans.

D.6 Traffic Control and Staging Sheets (J sheets)

Develop a preliminary traffic control and staging plan to indicate how traffic and access will be maintained during construction and proposed staging to minimize disruption. The traffic control devices, procedures, and layouts shall be as per the current Manual on Uniform Traffic Control Devices (MUTCD).

D.7 Buried Pipe Sheets (M sheets)

Develop preliminary plan and profile drawings for storm sewer, sanitary sewer and water main modifications, including sanitary sewer abandonment and service reconnection.



Recommendations for sizing of the water main and sanitary sewer will be provided by the Consultant as part of the preliminary design.

D.8 Prepare Opinion of Probable Construction Cost.

The Opinion of Probable Construction Cost is intended for the use of the Client in Financing the Project. Construction cost opinions shall be based on estimated quantities for construction items. Detailed quantity takeoffs will not be developed for the preliminary construction cost opinion. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. A preliminary construction cost opinion will be submitted with the Preliminary Plans.

D.9 QA/QC Review

Consultant shall establish internal review and checking procedures for the project deliverables.

Task E - Final Design & Plan Preparation

Following the completion of preliminary design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, special provisions, and opinion of costs for the proposed improvements. Final documents will be of sufficient detail to allow for construction with oversight and include:

E.1 Title Sheet (A sheets)

The title sheet will include the following: Project Name, Vicinity Map, Index of Sheets, Legend, Project Number, listing of standards, and Certification blocks for the CLIENT and CONSULTANT.

E.2 Typical Cross-Sections and Details (B sheets)

Final design and drafting of typical roadway sections and typical details to be utilized for the improvements.

E.3 Quantities and General Information (C Sheets)

Final bid items, estimate of reference information, general notes, and quantity tabulations to be included in the Project.

E.4 Plan and Profile Sheets (D Sheets)

Final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, and construction of the proposed improvements.

E.5 Survey Sheets (G sheets)

Final design and drafting of the reference ties and benchmark plan sheets.

E.6 Right-of-Way Sheets (H sheets)

Final design and drafting of the right-of-way and easement plans.

E.7 Traffic Control and Staging Sheets (J sheets)

Final design and drafting of the traffic control and construction staging plans.

E.8 Geometric, Staking, & Jointing Sheets (L Sheets)

Final design and drafting of geometric layouts of the intersections in accordance with the



conceptual/schematic plans and pavement jointing layouts including the identification of joint types.

E.9 Buried Pipe Sheets (M sheets)

Final design and drafting of storm sewer, sanitary sewer, and water main improvement plans.

E.10 Sidewalk Sheets (S sheets)

Final design and drafting of sidewalk and ADA sidewalk ramps in compliance with ADA requirements.

E.11 Mainline Cross-sections (W sheets)

Final design and drafting of individual cross sections for this Project, designed and drawn at 50-foot maximum intervals, with additional cross sections included as necessary. Cross-sections will show the existing ground elevations and final project grading, including foreslope and backslope information, special subgrade treatment, pavement replacement, and other pertinent information necessary for construction.

E.12 Preparation of Project Manual

Preparation of a Project Manual for the Project, including Notice of Public Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

E.13 Prepare Opinion of Probable Construction Cost

Final Opinion of Probable Construction Cost for construction items submitted with the Final Plans and prepared for the use of the CLIENT for financing the Project.

E.14 QA/QC Review

A quality review to be performed by a senior staff in addition to reviewing and implementing the suggestions prior to Final Design submission.

E.15 Permit Preparation

The COMPANY will participate in consultations with authorities having jurisdiction to approve the design of the Project and assist in the preparation of required permits. It is anticipated that the following will be applied for:

- Iowa DNR – Water Main Permit
- Iowa DNR – Sanitary Sewer Permit

It is assumed that this project will be less than 1.0 acres and not require an NPDES permit and will not involve any wetland delineation, habitat review, regulated materials or cultural resources. The CONSULTANT shall provide technical criteria, written descriptions and design data to use in filing applications for permit applications on behalf of the CLIENT and submit to regulatory agencies. CLIENT will pay any fees for all construction permits

Task F – Bid Phase Services

The work tasks to be performed under Bid Phase Services shall consist of the following:

F.1 Distribution of Plans and Specifications

This task consists of the distribution and handling of the Plans and Specifications with printing if



requested. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

F.2 Notice of Project

The Consultant shall assist in the preparation of the formal Notice of Hearing and Letting. Publication and costs shall be borne by the Client. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

F.3 Plan Clarification and Addenda

The Consultant shall be available to answer questions from Contractors prior to letting and issue addenda as appropriate to interpret, clarify or expand the bidding documents.

F.4 Letting, Bid Tabs, and Award Recommendation

The COMPANY will have a representative present when the bids and proposals are opened, shall make tabulation of bids for the Client, advise the Client on the responsiveness of the bidders and assist the Client in making the award of contract. After the awards are made, the Consultant shall assist in the preparation of the necessary contract documents.

Task G – Construction Administration Services

The work tasks to be performed under Construction Administration Services shall consist of the following:

G.1 Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting in Anamosa, IA after award of the construction contract for the Client's Contractor, subcontractors, utility companies, and other interested parties. The Consultant will prepare meeting minutes and distribute them to attendees. It is assumed two (2) staff members of the Consultant will participate in the meeting.

G.2 Shop Drawings

The Consultant shall review acceptability of the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by law, rules, regulations, ordinances, codes, orders or the Plans.

G.3 Site Visits

In connection with observations of the Contractor's work while it is in progress:

- The Senior Staff of the Consultant shall make visits to the site and at intervals appropriate to the various stages of construction, as the Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall endeavor to determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the Client informed of the progress of the work. It is estimated that two (2) site visits will be required involving one (1) senior staff member for this effort.
- The purpose of the Senior Staff's visits to the site will be to enable the Consultant to better carry out its duties and responsibilities during the construction phase, and to provide for the Client a greater degree of confidence that the completed work of the Contractor will conform generally to the Plans and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- Such visits by the Senior Staff of the Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined in Resident Engineering.

G.4 Construction Observation

- **Project Startup**
The Consultant will complete a preconstruction review of the proposed construction area, including photographs and video to document the existing conditions prior to the start of construction. The Consultant will also utilize this time to prepare its filing system for Iowa DOT contract documentation standards and incorporate Iowa DOT's Doc Express/Appia (or other system) construction management software into the Consultant's computer system. The project startup also allows the Consultant time to review the plans and specifications prior to the start of the project, become familiar with the phasing and scopes of work, conduct on-site field reviews and begin documentation of items to be removed.
Assumptions: The Consultant expects the construction engineer to spend twenty-four (24) hours completing this task. Additional support by Consultant administrative staff is estimated at four (4) hours.
- **Resident Engineering**
The work to be performed by the Consultant under Resident Engineering shall include on-site observation of the construction. This phase consists of daily, on-site inspection of the contractor's work activities and construction methods and processing of the paperwork associated with the construction contract, including written reports that document compliance or non-compliance of the construction methods and materials and change orders.

This scope of services assumes "full-time" Resident Engineering representing one (1) full-time staff with an average of eight (8) hours of individual staff time for a period of twenty (20) working days and "part-time" with an average of five (5) hours for a period of ten (10) working days. The project involves construction activities beginning as early as March 2026. For budget purposes, the estimated construction duration is approximately three (3) calendar months. A supplemental agreement may be required to account for additional Resident Engineering services resulting from the Contractor working time in excess of the assumptions listed herein. An adjustment in Resident Engineering Services may result from a difference in anticipated work duration, modification to the construction contract time specified by change order, or delays in the construction caused by the Contractor's delay in completing the work.

When the Consultant provides on-site observation personnel as part of services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to guard the Client against defects and deficiencies in the work of the Contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. The Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms generally to the Plans or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans. The Consultant's day-to-day observations will not, however, cause the Consultant to be responsible for those duties and responsibilities which belong to the Construction Contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

G.5 Partial Pay Estimates

The Consultant will determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the Client, based on such observation and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plan and Specifications. In the case of unit-price work, the recommendations of payment will include determinations of the quantities and classifications of such work.

G.6 Plan Interpretation/Extra Work Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans and in connection therewith, prepare extra work orders as required.

G.7 Final Inspection

The Consultant shall conduct a final inspection in the company of the Client to determine if the work is substantially completed. It is anticipated that two (2) staff members will attend the inspection. If the completed work is acceptable the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the Client and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.

G.8 Project Close-Out

The Consultant will prepare and submit final project documentation, forms and certifications to the City, and perform project closeout work including:

- Check and cross reference quantity measurements and calculations.
- Evidence of material inspection will be finalized.
- Electronic files (daily diary, IDRs, and item e-sheets) and forms will be completed using Appia and electronic files provided on a USB drive to the City.
- Collect and submit or upload survey books and traffic control diaries from the Contractor.
- Submit as-built plan sheets.

Total work estimates are eight (8) hours for the construction engineer to complete this task.

G.9 As-Built Plans

The Consultant will submit as-built plans in electronic PDF format, redlined with actual contract quantities used and locations placed. Total work is estimated for the construction engineer at six (6) hours to complete this task.

3.0. Deliverables and Schedules Included in this Agreement

After given the Notice to Proceed (NTP), the Consultant shall complete the following phases of the Project in accordance with the schedule shown:

Project Management	Throughout project Duration
Project Coordination	Throughout project Duration
Topographic Survey	Four (4) weeks from NTP
Preliminary Design (60% Plans)	Twelve (12) weeks from NTP
Client Review Period	Fourteen (14) weeks from NTP
Final Design (95% Plans)	Seventeen (17) weeks from NTP
Client Review Period	Eighteen (18) weeks from NTP
Final Design / Bid Set (100% Plans)	Twenty (20) weeks from NTP
Letting / Award Phase	Twenty-four (24) weeks from NTP
Begin Construction Phase Services	June 1, 2027
Eng Construction Phase Services	September 3, 2027

The schedule assumes timely review of submittals by the Client.

The completion of the project is subject to the review and approval process of agencies beyond the control of the Consultant. The completion of the project is also subject to influence from the public and political processes. Therefore, completion of the project may occur earlier or later than the schedule shown herein. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

4.0. Items not included in Agreement/Supplemental Services

The following items are **not** included in this Agreement. If authorized under a separate Supplemental Agreement, the Consultant shall furnish or obtain from others the following services:

- Environmental Compliance and Cultural Resource Services
- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations, acquisitions and closings).
- Eminent Domain/Condemnation Services.
- Hazardous Materials Investigations and Testing.
- Soil Management / Mitigation Plans.
- Private Utility Relocation Design and Plan Preparation.
- Funding Procurement Services (e.g. Special Assessment Schedules and Services)
- Costs associated with project delays/scope changes outside the control of the Consultant.
- Construction Staking or Survey
- Geotechnical Investigation



- Verification Testing Services

5.0. Services by Others

Topographic & Boundary Survey, Property Research, Temporary Construction / Permanent Easements, and Preserving / Setting Property Corners to be provided by subconsultant, Vobr Niemeyer, LLC.

6.0. Client Responsibilities

The Client shall furnish or obtain from others the following services:

- Coordinate the appropriate resolutions, public hearings, and notices of intent.
- Prepare for and coordinate Condemnation proceedings.
- Participate in project design reviews and provide written comments within two (2) weeks.
- Provide available record drawings and other information on existing roadways, and utilities.
- Provide aerial photography, electronic files and control data.
- Provide legal, accounting and insurance counseling services as necessary for the project.
- Obtain real estate services for the acquisition of easement as needed for the project.
- Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices.
- Schedule necessary meetings with private property owners.
- Pay all permit fees or other required fees to third parties, associated with project.

PAYMENT APPLICATION

Page 1

TO: City of Anamosa 107 South Ford Street Anamosa, IA 52205 Attn:	PROJECT NAME AND LOCATION: Anamosa Downtown Façade façade rehabilitation 107 South Ford Street Anamosa, IA 52205	APPLICATION # 3 PERIOD THRU: 07/31/2026 PROJECT #s: Anamosa Façade DATE OF CONTRACT: 03/16/2026	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM: Cornerstone Commercial Contractors, Inc. 401 7th St Corning, Iowa 50841	ARCHITECT: Martin Gardner Architecture, PC 700 11th St, Suite 200 Marion, IA 52302		
FOR: façade rehab			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,612,423.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,612,423.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$177,623.14
5. RETAINAGE:	
a. 3.00% of Completed Work (Columns D + E on Continuation Page)	\$5,328.69
b. 3.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$5,328.69
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$172,294.45
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$81,039.23
8. PAYMENT DUE	\$91,255.22
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$1,440,128.55

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: Jason Kentner Date: _____
State of: Iowa
County of: Adams
Subscribed and sworn to before me this 31st day of July 2026
Notary Public: Jaime Johnston
My Commission Expires: 01-19-2028

Jason Kentner
Digitally signed by Jason Kentner
Date: 2026.07.31 09:24:54 -05'00'

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$91,255.22

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Bethany Jordan, AIA
By: Bethany Jordan Date: 8/4/26

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 6

PROJECT: Anamosa Downtown Façade
façade rehabilitation

APPLICATION #: 3
DATE OF APPLICATION: 07/31/2026
PERIOD THRU: 07/31/2026
PROJECT #s: Anamosa Façade

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	118-120 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
1a	Masonry	\$19,178.00	\$9,589.00	\$4,794.50	\$0.00	\$14,383.50	75%	\$4,794.50	
1b	Carpentry	\$39,000.00	\$3,900.00	\$0.00	\$0.00	\$3,900.00	10%	\$35,100.00	
1c	Painting	\$2,804.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,804.00	
1d	Allowance leaded glass repair	\$11,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,500.00	
1e	Electrical	\$2,000.00	\$0.00	\$500.00	\$0.00	\$500.00	25%	\$1,500.00	
1f	Allowance lighting	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$600.00	
1g	Windows	\$14,137.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,137.00	
1h	Doors-hardware	\$10,853.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,853.00	
1i	Aluminum storefront	\$27,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$27,300.00	
1j	Contingency allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	
1k	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
1l	General conditions, overhead and	\$38,642.00	\$3,477.78	\$3,477.78	\$0.00	\$6,955.56	18%	\$31,686.44	
2	124 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2a	Masonry	\$10,854.00	\$3,256.20	\$0.00	\$0.00	\$3,256.20	30%	\$7,597.80	
2b	Carpentry	\$20,925.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,925.00	
2c	Painting	\$8,528.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,528.00	
2d	Tile	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	
2e	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
2f	Contingency allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	
2g	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
2h	General conditions, overhead and	\$12,551.00	\$1,380.61	\$502.04	\$0.00	\$1,882.65	15%	\$10,668.35	
3	126 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
3a	Carpentry	\$35,500.00	\$0.00	\$7,100.00	\$0.00	\$7,100.00	20%	\$28,400.00	
3b	Aluminum storefront	\$24,210.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$24,210.00	
3c	Roofing	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$32,000.00	
3d	Painting	\$5,276.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,276.00	
3e	Windows	\$10,160.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,160.00	
3f	Door-hardware	\$3,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,650.00	
	SUB-TOTALS	\$359,218.00	\$25,603.59	\$16,374.32	\$0.00	\$41,977.91	12%	\$317,240.09	

CONTINUATION PAGE

Page 3 of 6

PROJECT: Anamosa Downtown Façade
façade rehabilitation

APPLICATION #: 3
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PROJECT #s: Anamosa Façade

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
3g	Allowance lighting	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$600.00	
3h	Electrical	\$2,000.00	\$0.00	\$600.00	\$0.00	\$600.00	30%	\$1,400.00	
3i	Awning	\$6,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,900.00	
3j	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
3k	Contingency allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	
3l	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
3m	General conditions, overhead and	\$32,803.00	\$1,312.12	\$3,280.30	\$0.00	\$4,592.42	14%	\$28,210.58	
4	128 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4a	Masonry	\$15,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,320.00	
4b	Aluminum storefront	\$26,352.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$26,352.00	
4c	Carpentry	\$16,000.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00	20%	\$12,800.00	
4d	Allowance lighting	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,400.00	
4e	Electrical	\$6,000.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	20%	\$4,800.00	
4f	Painting	\$2,738.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,738.00	
4g	Railing	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
4h	Concrete	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	
4i	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
4j	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
4k	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
4l	General conditions, overhead and	\$25,600.00	\$512.00	\$2,560.00	\$0.00	\$3,072.00	12%	\$22,528.00	
4m	Alternate #1 recoat flat seam	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	
5	130 E Main Boondocks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
5a	Masonry	\$11,607.00	\$2,901.75	\$5,803.50	\$0.00	\$8,705.25	75%	\$2,901.75	
5b	Carpentry	\$8,000.00	\$400.00	\$0.00	\$0.00	\$400.00	5%	\$7,600.00	
5c	Aluminum storefront	\$39,976.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$39,976.00	
5d	Painting	\$4,536.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,536.00	
5e	Awning	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,000.00	
5f	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
5g	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
	SUB-TOTALS	\$643,700.00	\$34,729.46	\$33,018.12	\$0.00	\$67,747.58	11%	\$575,952.42	

CONTINUATION PAGE

Page 4 of 6

PROJECT: Anamosa Downtown Façade
façade rehabilitation

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A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
5h	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
5i	General conditions, overhead and	\$30,844.00	\$1,850.64	\$1,233.76	\$0.00	\$3,084.40	10%	\$27,759.60	
6	130 E Main Axe-Cade	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
6a	Carpentry	\$43,000.00	\$0.00	\$8,600.00	\$0.00	\$8,600.00	20%	\$34,400.00	
6b	Painting	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	
6c	Storm windows	\$18,184.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,184.00	
6d	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
6e	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
6f	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
6g	General conditions, overhead and	\$15,747.00	\$629.88	\$944.82	\$0.00	\$1,574.70	10%	\$14,172.30	
7	136 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7a	Carpentry	\$40,000.00	\$2,000.00	\$6,000.00	\$0.00	\$8,000.00	20%	\$32,000.00	
7b	Aluminum storefront	\$30,395.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,395.00	
7c	Door-hardware	\$4,284.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,284.00	
7d	Storm windows	\$7,092.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,092.00	
7e	Allowance lighting	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$600.00	
7f	Electrical	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	
7g	Painting	\$5,224.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,224.00	
7h	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
7i	Contingency allowance	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,000.00	
7j	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
7k	General conditions, overhead and	\$21,029.00	\$1,051.45	\$630.87	\$0.00	\$1,682.32	8%	\$19,346.68	
8	138 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8a	Masonry	\$45,155.00	\$9,031.00	\$4,515.50	\$0.00	\$13,546.50	30%	\$31,608.50	
8b	Carpentry	\$33,500.00	\$3,350.00	\$0.00	\$0.00	\$3,350.00	10%	\$30,150.00	
8c	Aluminum storefront	\$23,452.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,452.00	
8d	Door-hardware	\$3,715.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,715.00	
8e	Windows	\$25,948.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$25,948.00	
8f	Painting	\$6,824.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,824.00	
	SUB-TOTALS	\$1,031,293.00	\$58,642.43	\$54,943.07	\$0.00	\$113,585.50	11%	\$917,707.50	

CONTINUATION PAGE

Page 5 of 6

PROJECT: Anamosa Downtown Façade
façade rehabilitation

APPLICATION #: 3
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			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
8g	Concrete	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	
8h	Railing	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	
8i	Awning	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,200.00	
8j	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
8k	Contingency allowance	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,000.00	
8l	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
8m	General conditions, overhead and	\$35,569.00	\$2,489.83	\$1,067.07	\$0.00	\$3,556.90	10%	\$32,012.10	
9	200 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
9a	Masonry	\$20,070.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,070.00	
9b	Carpentry	\$26,445.00	\$0.00	\$1,322.25	\$0.00	\$1,322.25	5%	\$25,122.75	
9c	Aluminum storefront	\$32,015.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$32,015.00	
9d	Roofing	\$9,979.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,979.00	
9e	Electrical	\$18,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,200.00	
9f	Allowance lighting	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,200.00	
9g	Painting	\$10,623.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,623.00	
9h	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
9i	Contingency allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	
9j	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
9k	General conditions, overhead and	\$28,920.00	\$578.40	\$2,313.60	\$0.00	\$2,892.00	10%	\$26,028.00	
9l	Alternate #6 lighted sign	\$39,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$39,900.00	
10	210 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
10a	Masonry	\$6,244.00	\$3,122.00	\$1,561.00	\$0.00	\$4,683.00	75%	\$1,561.00	
10b	Carpentry	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
10c	Aluminum storefront	\$28,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$28,600.00	
10d	Overhead door	\$44,472.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$44,472.00	
10e	Allowance lighting	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,200.00	
10f	Electrical	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	
10g	Painting	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	
10h	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
	SUB-TOTALS	\$1,403,580.00	\$68,832.66	\$61,206.99	\$0.00	\$130,039.65	9%	\$1,273,540.35	

CONTINUATION PAGE

Page 6 of 6

PROJECT: Anamosa Downtown Façade
façade rehabilitation

APPLICATION #: 3
DATE OF APPLICATION: 07/31/2026
PERIOD THRU: 07/31/2026
PROJECT #s: Anamosa Façade

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
10i	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
10j	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
10k	General conditions, overhead and	\$21,817.00	\$872.68	\$1,309.02	\$0.00	\$2,181.70	10%	\$19,635.30	
11	212 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11a	Masonry	\$12,856.00	\$5,142.40	\$2,571.20	\$0.00	\$7,713.60	60%	\$5,142.40	
11b	Concrete	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,200.00	
11c	Carpentry	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,000.00	
11d	Tile	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	
11e	Painting	\$2,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,650.00	
11f	Aluminum storefront	\$30,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,700.00	
11g	Allowance lighting	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$600.00	
11h	Electrical	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	
11i	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
11j	Contingency allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
11k	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
11l	General conditions, overhead and	\$17,618.00	\$1,233.26	\$528.54	\$0.00	\$1,761.80	10%	\$15,856.20	
12	315 E Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
12a	Masonry	\$3,903.00	\$0.00	\$195.15	\$0.00	\$195.15	5%	\$3,707.85	
12b	Carpentry	\$24,500.00	\$735.00	\$13,965.00	\$0.00	\$14,700.00	60%	\$9,800.00	
12c	Painting	\$7,486.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,486.00	
12d	Windows	\$11,821.00	\$0.00	\$11,821.00	\$0.00	\$11,821.00	100%	\$0.00	
12e	Misc building materials	\$2,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,050.00	
12f	Contingency allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	
12g	Performance bond	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
12h	General conditions, overhead and	\$14,592.00	\$729.60	\$2,480.64	\$0.00	\$3,210.24	22%	\$11,381.76	
	TOTALS	\$1,612,423.00	\$83,545.60	\$94,077.54	\$0.00	\$177,623.14	11%	\$1,434,799.86	



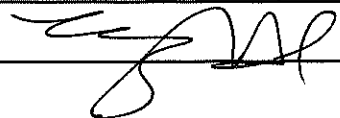
Invoice

Date	Invoice #
7/31/2026	11839

700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Phone #	Fax #
319-289-0057	319-365-9981

Bill To
CITY OF ANAMOSA 107 S FORD STREET ANAMOSA IA 52205

Approved by:


Quantity	Description	Rate	Amount
1	COMPREHENSIVE PLAN-PHASE IV	8,000.00	8,000.00
Please remit payment within 30 days.		Total	\$8,000.00



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

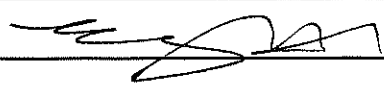
700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Invoice

Date	Invoice #
7/31/2026	11847

Phone #	Fax #
319-289-0057	319-365-9981

Bill To
CITY OF ANAMOSA 107 S FORD STREET ANAMOSA IA 52205

Approved by:


Quantity	Description	Rate	Amount
14	DOWNTOWN REVITALIZATION CDBG 25-DTR-002 ADMINISTRATION HOURS - CONTRACTOR CLEARANCES - PROGRESS MEETING - INVOICE REVIEW	75.00	1,050.00
Please remit payment within 30 days.		Total	\$1,050.00