



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, OCTOBER 28, 2024 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 EAST 1ST STREET, ANAMOSA, IA 52205

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

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

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

- 1.0) **Roll Call**
- 2.0) **Pledge Of Allegiance**
- 3.0) **Consent Agenda (Review & Approve):**
 - a) Minutes from October 14, 2024 – Regular Session
 - b) Current bills
 - c) Liquor Licenses
 - d) Noise/street closure permit applications
- 4.0) **Public Hearings:** (None)
- 5.0) **Proclamations:** (None)
- 6.0) **Postponed Items:**
 - 6.1) **Ordinance 963 – Final Reading** – Rezoning the property, entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5R-1 (Single Family Residential). **Roll Call.**
 - 6.2) **Review & Approve** – Change Order, from Martin Gardner Architecture, in the amount of \$54,529.04 (deduction), for Phase 2 of the Downtown Revitalization Project.
 - 6.3) **Review & Approve** – Contract Amendment between ECICOG and the City of Anamosa, for the Downtown Façade Improvement Project.
 - 6.4) **Review & Approve** – Budget Amendment Request to the Iowa Department of Economic Development, for the Downtown Façade Improvement Project.
- 7.0) **Council Action Items:**
 - 7.1) **Project Status Update** – Downtown Façade Improvement Project. (Derek Lumsden)
 - 7.2) **Project Status Update** – HR Green
 - 7.3) **Resolution 2024-55** – Approving the hiring and setting the salary for the position of City Clerk, for Fiscal Year ending June 30, 2025. **Roll Call.**
 - 7.4) **Resolution 2024-56** – Approving an agreement for the leasing, assignment, or sale of existing dark fiber located in the City of Anamosa Right-of-Way by Interstate Power and Light Company. **Roll Call.**
 - 7.5) **Resolution 2024-57** – Approving the placement of two “Children At Play” signs in the Public Right-of-Way, of the alley by St. Patrick’s Park, connecting N. Garnavillo Street and N. High Street. **Roll Call.**
 - 7.6) **Discussion & Possible Action** – Request to recruit/hire Temporary Full-Time Public Utilities Department Employee, due to current employee’s extended leave of absence. (Steve Agnitsch)
 - 7.7) **Review & Approve** – Supplemental Agreement for Additional Services, from Snyder & Associates, for the WWTP Flow Equalization Improvement Project.
 - 7.8) **Review & Approve** – Site Plan Review for 109 Davidson Blvd, AC’s 24/7 Fitness.
 - 7.9) **Review & Approve (Consent Agenda)** – Pay requests, totaling \$3,329.34
 - a) From Lynch-Dallas PC, in the amount of \$2,329.34, for Professional Legal Services.
 - b) From ECICOG, in the amount of \$1,000.00, for the City of Anamosa Comprehensive Plan-Phase 1.
- 8.0) **City Administrator’s Report**
- 9.0) **Mayor & Council Reports**
 - 9.1) Mayor’s report
 - 9.2) Council reports
- 10.0) **Public Comment For Items Not On The Agenda**
- 11.0) **Adjournment**

STATEMENT OF COUNCIL PROCEEDINGS

October 14, 2024

The City Council of the City of Anamosa met in Regular Session October 14, 2024, at the Anamosa Library & Learning Center at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Dan Smith, Todd Weimer, Teresa Tuetken, Brooke Gombert, and Rich Crump. Absent Kay Smith. Also present were Jeremiah Hoyt, City Administrator and Kaylee Palmer, Deputy City Clerk.

Mayor Rod Smith called the meeting to order at 6:02 P.M. Roll call was taken with a quorum present.

Motion by Crump, seconded by Gombert approving consent agenda items: Minutes of 09/23/24 Regular Session; Current bills. Ayes: all. Nays: none. Motion carried.

Motion by Crump, seconded by Weimer approving Ordinance 961 approving the Ordinance repealing Ordinance 953 pertaining to the Vacant Building Permit and Inspection Process. Roll vote: Ayes- Weimer, D. Smith, Gombert, Crump, Tuetken. Nays-none. Motion carried.

Motion by Weimer, seconded by Crump approving Ordinance 962 rezoning the property entitled Kouba Subdivision in Anamosa, IA from 4R-2 Multi-Family Residential to 5R-1 Single Family Residential. Roll vote: Ayes- D. Smith, Gombert, Crump Tuetken, Weimer. Nays- none. Motion carried.

Motion by D. Smith, seconded by Crump approving the 2nd reading of Ordinance 963. Roll vote: Ayes- Gombert, Crump, Tuetken, Weimer, D. Smith. Nays- None. Motion carried.

Motion by D. Smith, seconded by Crump to proceed with the Ford/Huber Alley Sewer Project. Roll vote: Ayes- D. Smith, Gombert, Crump, Tuetken, Weimer. Nays- None. Motion carried.

Presentation regarding the Anamosa Community Foundation. Council heard from Sherri Hunt about the Foundations purpose and the many achievements that they have made for the community. Hunt then invited the Council and community members to join them for their Annual Community Breakfast held at the Anamosa Public Library on Wednesday October 30th at 7:00 A.M.

Motion by D. Smith, seconded by Gombert approving Resolution 2024-53 accepting the contract for the WWTP Flow Equalization Improvement Project. Roll vote: Ayes- Weimer, D. Smith, Gombert, Crump, Tuetken. Nays- none. Motion carried.

Motion by Crump, seconded by Tuetken approving Resolution 2024-54 hiring and setting the salary for the position of Temporary Seasonal Public Works laborer for the November 2024 – May 2025 Season. Roll vote: Ayes- Tuetken, Weimer, D. Smith, Gombert, Crump. Nays- none. Motion carried.

Council heard the appeal of David Miller regarding the designation of his dog as a vicious animal. Council also heard from the Chief of Police and the owners of the dog that was attacked. Upon hearing the facts and circumstances related to this incident, the Anamosa City Council hereby affirms the action of the peace officer and orders the removal of the animal from the City. Roll vote: Ayes- Weimer, D. Smith, Gombert, Crump, Tuetken. Nays- none. Motion carried.

Motion by Gombert, seconded by Crump denying the Public Utilities Department request to purchase and install a Septic Receiving Screen. Roll vote: Ayes- Tuetken, Weimer, D. Smith, Gombert, Crump. Nays- none. Motion carried.

Presentation regarding establishing a School Resource Officer position in the Anamosa Police Department. Discussion followed. Mayor Smith opened the floor to public comment. Subject will be discussed in future sessions.

Motion by Crump, seconded by Tuetken approving the date and time of Anamosa Trick-or-Treat for October 31st from 5:00 P.M. to 8:00 P.M. Roll Vote: Ayes- Weimer, D. Smith, Gombert, Crump, Tuetken. Nays- none. Motion carried.

Motion by Crump, seconded by Tuetken denying the transfer of ownership through a quit claim deed, from Craig Elliot to the City of Anamosa for the property located at 207 W. Main Street. Roll vote: Ayes- D. Smith, Gombert, Crump, Tuetken, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded Gombert approving the transfer of ownership and maintenance obligations from the Anamosa Chamber of Commerce to the City of Anamosa for the downtown pet waste stations. Roll vote: Ayes- Gombert, Crump, Tuetken, Weimer, D. Smith. Nays- none. Motion carried.

Motion by D. Smith, seconded by Crump approving the 2024 Bridge Inspection Services Agreement with Origin Design. Roll vote: Ayes- Tuetken, Weimer, D. Smith, Gombert, Crump. Nays- none. Motion carried.

Motion by Weimer, Seconded by Crump to delay approving the contract amendment between ECICOG and the City of Anamosa for the Downtown Façade Improvement Project. Roll vote: Ayes- Weimer, D. Smith, Gombert, Crump, Tuetken. Nays- none. Motion carried.

Motion by Weimer, seconded by Crump to delay approving the Budget Amendment Request to the Iowa Department of Economic Development for the Downtown Façade Improvement Project. Roll vote: D. Smith, Gombert, Crump, Tuetken, Weimer. Nays- none. Motion carried.

Motion by Crump, seconded by Tuetken to approving the application of Ethan Boone to join the Anamosa Volunteer Fire Department. Roll vote: Ayes-Crump, Tuetken, Weimer, D. Smith, Gombert. Nays-none. Motion carried.

Motion by Crump, seconded by Gombert approving the application of Riley Houston-McDaniel to join the Anamosa Volunteer Fire Department. Roll vote: Ayes- Gombert, Crump, Tuetken, Weimer, D. Smith. Nays- none. Motion carried.

Motion by Crump, seconded by Gombert approving the Consent Agenda pay requests totaling \$22,734.90. Roll vote: Ayes- Tuetken, Weimer, D. Smith, Gombert, Crump. Nays- none. Motion carried.

Meeting adjourned at 8:55 P.M.

Rod Smith, Mayor

ATTEST:

Jeremiah Hoyt, City Administrator



City of Anamosa, IA

Expense Approval Report

By Fund

Post Dates 10/15/2024 - 10/28/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - 000				
COLLECTION SERVICES CENTER	10/25/2024	COLLECTION SERVICES	001-000-2204	257.55
CITY OF ANAMOSA	10/25/2024	FLEXIBLE - CHILDCARE	001-000-2204	96.15
CITY OF ANAMOSA	10/25/2024	FLEX - MEDICAL	001-000-2204	123.23
IPERS COLLECTIONS	10/25/2024	IPERS	001-000-2203	7,532.06
IPERS COLLECTIONS	10/25/2024	IPERS	001-000-2203	4,194.71
941 TAX EFT PAYMENT	10/25/2024	MEDICARE TAX	001-000-2206	2,172.80
941 TAX EFT PAYMENT	10/25/2024	SOCIAL SECURITY TAX	001-000-2202	9,290.84
941 TAX EFT PAYMENT	10/25/2024	FEDERAL TAX	001-000-2200	5,644.91
TREASURER STATE OF IOWA	10/25/2024	STATE TAX	001-000-2201	2,686.30
Department 000 - 000 Total:				31,998.55
Department: 110 - POLICE				
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-110-6155	76.00
POSITIVE PROMOTIONS	10/28/2024	BADGE STICKERS	001-110-6504	221.95
U.S. CELLULAR	10/28/2024	CELL PHONES	001-110-6373	526.07
U.S. CELLULAR	10/28/2024	PD CAR ROUTERS	001-110-6373	172.92
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	OIL/FILTER	001-110-6474	60.98
HUNT/TYLER	10/28/2024	RIFLE INSTRUCTOR RECERT	001-110-6446	18.20
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-110-6155	284.29
Department 110 - POLICE Total:				1,360.41
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-210-6155	47.50
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-210-6155	100.58
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				148.08
Department: 612 - CITY ADMINISTRATOR				
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-612-6155	9.50
Department 612 - CITY ADMINISTRATOR Total:				9.50
Department: 622 - SUPPORT ADMINISTRATION				
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	001-622-6155	19.00
CREATIVE FORMS & CONCEPT,...	10/28/2024	UB POSTCARDS	001-622-6530	1,544.43
CREATIVE FORMS & CONCEPT,...	10/28/2024	REMINDER NOTICE POSTCAR...	001-622-6530	730.33
CREATIVE FORMS & CONCEPT,...	10/28/2024	YEAR END FORMS	001-622-6530	335.34
U.S. CELLULAR	10/28/2024	CELL PHONES	001-622-6373	46.21
AMAZON CAPITAL SERVICES	10/28/2024	PRINTER PAPER	001-622-6535	278.92
AMAZON CAPITAL SERVICES	10/28/2024	OFFICE SUPPLIES	001-622-6535	37.04
Department 622 - SUPPORT ADMINISTRATION Total:				2,991.27
Fund 001 - GENERAL FUND Total:				36,507.81
Fund: 041 - LIBRARY FUND				
Department: 410 - LIBRARY				
BAKER & TAYLOR	10/28/2024	BOOKS	041-410-6501	202.62
BAKER & TAYLOR	10/28/2024	BOOKS	041-410-6501	117.32
BLADE PEST MANAGEMENT L...	10/28/2024	PEST CONTROL	041-410-6475	70.00
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	041-410-6155	28.50
BAKER & TAYLOR	10/28/2024	BOOKS	041-410-6501	236.44
BAKER & TAYLOR	10/28/2024	BOOKS	041-410-6501	294.25
VISA	10/28/2024	AMAZON	041-410-6502	74.94
VISA	10/28/2024	WALMART	041-410-6537	16.36
VISA	10/28/2024	WALMART	041-410-6537	42.45
VISA	10/28/2024	AMAZON	041-410-6537	26.97
VISA	10/28/2024	WALMART	041-410-6537	17.39
VISA	10/28/2024	WALMART	041-410-6540	24.52

Expense Approval Report

Post Dates: 10/15/2024 - 10/28/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
U.S. CELLULAR	10/28/2024	CELL PHONES	041-410-6373	46.21
Department 410 - LIBRARY Total:				1,197.97
Fund 041 - LIBRARY FUND Total:				1,197.97
Fund: 043 - PARKS & RECREATION				
Department: 430 - RECREATION				
CASEY'S BUSINESS MASTERCA...	10/28/2024	FUEL	043-430-6551	379.43
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	043-430-6155	9.50
SELECT SERVICE PUMPING	10/28/2024	PORTABLE RESTROOMS	043-430-6531	520.00
GEHL LAWN SERVICE/MICHAEL	10/28/2024	WEED CONTROL	043-430-6310	90.00
GEHL LAWN SERVICE/MICHAEL	10/28/2024	WEED CONTROL	043-430-6310	80.00
U.S. CELLULAR	10/28/2024	CELL PHONES	043-430-6373	46.21
TRANSWORLD NETWORK, CO...	10/28/2024	GLOBAL PAYMENTS	043-430-6535	14.50
Department 430 - RECREATION Total:				1,139.64
Fund 043 - PARKS & RECREATION Total:				1,139.64
Fund: 044 - AQUA COURT				
Department: 440 - AQUA COURT				
SPLASH POOL & SPA BUILDERS...	10/28/2024	WINTERIZED POOL	044-440-6310	534.80
Department 440 - AQUA COURT Total:				534.80
Fund 044 - AQUA COURT Total:				534.80
Fund: 046 - LAWRENCE COMMUNITY CENTER FUND				
Department: 460 - LAWRENCE COMMUNITY CENTER				
HOMETOWN PEST SOLUTIONS	10/28/2024	PEST CONTROL	046-460-6452	55.00
CENTRAL IOWA DISTRIBUTING	10/28/2024	JANITORIAL MAITENANCE	046-460-6541	916.60
Department 460 - LAWRENCE COMMUNITY CENTER Total:				971.60
Fund 046 - LAWRENCE COMMUNITY CENTER FUND Total:				971.60
Fund: 110 - ROAD USE TAX				
Department: 211 - Public Services - community betterment				
FAREWAY STORES, INC.	10/28/2024	PALLET OF WATER	110-211-6553	239.40
ARMOR EQUIPMENT	10/28/2024	FREIGHT FOR CLAMP	110-211-6470	17.54
ZARNOTH BRUSH WORKS INC	10/28/2024	GUTTER BROOMS	110-211-6474	960.00
SADLER POWER TRAIN	10/28/2024	TRANSMISSION OIL	110-211-6474	159.48
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	FILTERS	110-211-6474	551.87
U.S. CELLULAR	10/28/2024	CELL PHONES	110-211-6490	65.70
ZIPPY'S SALT BARN	10/28/2024	SALT	110-211-6544	509.52
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	FUEL FILTER	110-211-6474	46.89
HELLE FARM EQUIPMENT	10/28/2024	TY-ROD ENDS	110-211-6470	292.78
JONES COUNTY SOLID WASTE...	10/28/2024	LANDFILL FEES	110-211-6470	5,312.50
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	OIL/WASHER FLUID	110-211-6530	29.86
LINN CO-OP OIL CO.	10/28/2024	DIESEL FUEL	110-211-6551	1,177.36
CROWLEY REPAIR	10/28/2024	RIM REMOVAL AND REPLACE...	110-211-6474	1,380.00
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	FILTERS	110-211-6474	227.10
SADLER POWER TRAIN	10/28/2024	DUMP TRUCK PARTS	110-211-6474	490.93
ARNOLD MOTOR SUPPLY, LLP	10/28/2024	AIR FILTER	110-211-6474	175.23
Department 211 - Public Services - community betterment Total:				11,636.16
Fund 110 - ROAD USE TAX Total:				11,636.16
Fund: 122 - LOCAL OPTION TAX 65%				
Department: 210 - ROADS, BRIDGES, SIDEWALKS				
MAQUOKETA VALLEY ELECTRI...	10/28/2024	ROUNDAABOUT LIGHTS	122-210-6372	52.57
MAQUOKETA VALLEY ELECTRI...	10/28/2024	INDUSTIAL PARK LIGHTS	122-210-6372	66.75
Department 210 - ROADS, BRIDGES, SIDEWALKS Total:				119.32
Department: 410 - LIBRARY				
PROQUEST LLC	10/28/2024	ANCESTRY LIBRARY EDITION	122-410-6725	2,134.98
MIDWEST TAPE LLC	10/28/2024	HOOPLA	122-410-6725	155.77
KONICA PREMIER FINANCE	10/28/2024	COPIER LEASE	122-410-6727	256.51
Department 410 - LIBRARY Total:				2,547.26
Fund 122 - LOCAL OPTION TAX 65% Total:				2,666.58

Expense Approval Report

Post Dates: 10/15/2024 - 10/28/2024

Vendor Name	Post Date	Description (Item)	Account Number	Amount
Fund: 600 - WATER FUND				
Department: 810 - 810				
JONES COUNTY SOLID WASTE...	10/28/2024	WASTE DISPOSAL	600-810-6553	6.50
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	600-810-6155	28.50
QC ANALYTICAL SERVICES LLC	10/28/2024	AMMONIA TESTS	600-810-6470	52.00
IOWA ONE CALL	10/28/2024	LOCATES	600-810-2901	61.30
WATER SOLUTIONS UNLIMITED	10/28/2024	CHEMICALS	600-810-6501	5,949.00
U.S. CELLULAR	10/28/2024	CELL PHONES	600-810-6373	219.37
ZIPPY'S SALT BARN	10/28/2024	SALT	600-810-6553	254.76
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	600-810-6155	56.45
WEBER STONE COMPANY	10/28/2024	ROAD ROCK	600-810-6782	1,257.76
US POSTMASTER	10/15/2024	UB BILLING	600-810-6508	393.44
SNS MUDJACKING	10/28/2024	MUDJACK SIDEWALK	600-810-6782	560.00
WAPSI WASTE SERVICE, INC.	10/28/2024	DUMPSTER PICKUP	600-810-6553	150.00
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	600-810-6155	376.78
Department 810 - 810 Total:				9,365.86
Fund 600 - WATER FUND Total:				9,365.86
Fund: 610 - WASTEWATER FUND				
Department: 815 - 815				
FAREWAY STORES, INC.	10/28/2024	SUPPLIES	610-815-6530	84.05
AUXIANT	10/28/2024	SELF FUNDED INSURANCE	610-815-6155	19.00
CORE & MAIN LP	10/28/2024	LAB SUPPLIES	610-815-6501	212.98
RHINO INDUSTRIES INC	10/28/2024	POLYMER TOTE	610-815-6501	4,669.00
IOWA ONE CALL	10/28/2024	LOCATES	610-815-2901	61.30
QC ANALYTICAL SERVICES LLC	10/28/2024	MONTHLY TESTING	610-815-6479	1,238.00
HAWKEYE ELECTRICAL CONTR...	10/28/2024	BLOWER VFD REPLACEMENT	610-815-6785	9,477.25
U.S. CELLULAR	10/28/2024	CELL PHONES	610-815-6373	182.47
ZIPPY'S SALT BARN	10/28/2024	SALT	610-815-6553	254.74
CHEM RIGHT LABORATORIES ...	10/28/2024	ECOLI TEST	610-815-6479	22.00
JOHN'S LOCK & KEY	10/28/2024	LOCK REPAIR	610-815-6540	1,067.28
BARD CONCRETE	10/28/2024	CONCRETE STORM	610-815-6785	361.38
WEBER STONE COMPANY	10/28/2024	RIPRAP	610-815-6785	171.88
WEBER STONE COMPANY	10/28/2024	RIPRAP	610-815-6785	186.18
US POSTMASTER	10/15/2024	UB BILLING	610-815-6508	393.44
AGNITSCH/STEVE	10/28/2024	MILEAGE	610-815-6446	58.00
NORTH CENTRAL LABORATOR...	10/28/2024	OVEN THERMOMETER	610-815-6504	76.25
CHEM RIGHT LABORATORIES ...	10/28/2024	ECOLI TEST	610-815-6479	22.00
Department 815 - 815 Total:				18,557.20
Fund 610 - WASTEWATER FUND Total:				18,557.20
Grand Total:				82,577.62

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	36,507.81	32,535.42
041 - LIBRARY FUND	1,197.97	28.50
043 - PARKS & RECREATION	1,139.64	9.50
044 - AQUA COURT	534.80	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	971.60	0.00
110 - ROAD USE TAX	11,636.16	0.00
122 - LOCAL OPTION TAX 65%	2,666.58	2,134.98
600 - WATER FUND	9,365.86	855.17
610 - WASTEWATER FUND	18,557.20	412.44
Grand Total:	82,577.62	35,976.01

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	5,644.91	5,644.91
001-000-2201	SIT HOLDING	2,686.30	2,686.30
001-000-2202	FICA HOLDING	9,290.84	9,290.84
001-000-2203	IPERS HOLDING	11,726.77	11,726.77
001-000-2204	PEDC HOLDING	476.93	476.93
001-000-2206	MEDICARE HOLDING	2,172.80	2,172.80
001-110-6155	SELF FUNDED HEALTH INS	360.29	360.29
001-110-6373	UTILITIES, TELEPHONE	698.99	0.00
001-110-6446	TRAVEL EXPENSES	18.20	0.00
001-110-6474	MAINTENANCE, VEHICLE	60.98	0.00
001-110-6504	EQUIPMENT, SMALL	221.95	0.00
001-210-6155	SELF FUNDED HEALTH INS	148.08	148.08
001-612-6155	SELF FUNDED HEALTH INS	9.50	9.50
001-622-6155	SELF FUNDED HEALTH INS	19.00	19.00
001-622-6373	UTILITIES, TELEPHONE	46.21	0.00
001-622-6530	SUPPLIES, OPERATIONS	2,610.10	0.00
001-622-6535	SUPPLIES/NONCAP EQUI...	315.96	0.00
041-410-6155	SELF FUNDED HEALTH INS	28.50	28.50
041-410-6373	UTILITIES, TELEPHONE	46.21	0.00
041-410-6475	MAINTENANCE, BLDGS &..	70.00	0.00
041-410-6501	BOOKS AND PERIODOCA...	850.63	0.00
041-410-6502	ADULT PROGRAM SUPPL...	74.94	0.00
041-410-6537	SUPPLIES,CHILDRENS PR...	103.17	0.00
041-410-6540	SUPPLIES, BLDGS. & GR...	24.52	0.00
043-430-6155	SELF FUNDED HEALTH INS	9.50	9.50
043-430-6310	CONTRACT, MAINTENA...	170.00	0.00
043-430-6373	UTILITIES, TELEPHONE	46.21	0.00
043-430-6531	SUPPLIES, REC. PROGR...	520.00	0.00
043-430-6535	SUPPLIES, OFFICE	14.50	0.00
043-430-6551	FUEL EXPENSE	379.43	0.00
044-440-6310	CONTRACT, MAINTENA...	534.80	0.00
046-460-6452	CONTRCT,MAINT. BLDGS...	55.00	0.00
046-460-6541	SUPPLIES, JANITORIAL ...	916.60	0.00
110-211-6470	MAINTENANCE, EQUIP...	5,622.82	0.00
110-211-6474	MAINTENANCE, VEHICLE	3,991.50	0.00
110-211-6490	MAINT. CONTRACT PAG...	65.70	0.00
110-211-6530	SUPPLIES, OPERATIONS	29.86	0.00
110-211-6544	SUPPLIES, SNOW & ICE R...	509.52	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,177.36	0.00
110-211-6553	MISCELLANEOUS SUPPLI...	239.40	0.00
122-210-6372	ELECTRIC UTILITIES, ST L...	119.32	0.00
122-410-6725	EQUIPMENT	2,290.75	2,134.98
122-410-6727	MAINTENANCE EQUIPM...	256.51	0.00
600-810-2901	ACCOUNTS PAYABLE	61.30	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
600-810-6155	SELF FUNDED HEALTH INS	461.73	461.73
600-810-6373	UTILITIES, TELEPHONE	219.37	0.00
600-810-6470	PROF. SERVICES - TESTI...	52.00	0.00
600-810-6501	CHEMICALS	5,949.00	0.00
600-810-6508	SUPPLIES, POSTAGE	393.44	393.44
600-810-6553	MISCELLANEOUS EXPEN...	411.26	0.00
600-810-6782	WATER SYSTEM IMPRO...	1,817.76	0.00
610-815-2901	ACCOUNTS PAYABLE	61.30	0.00
610-815-6155	SELF FUNDED HEALTH INS	19.00	19.00
610-815-6373	UTILITIES, TELEPHONE	182.47	0.00
610-815-6446	TRAVEL EXPENSES	58.00	0.00
610-815-6479	PROF. SERVICES - TESTI...	1,282.00	0.00
610-815-6501	CHEMICALS	4,881.98	0.00
610-815-6504	EQUIPMENT, SMALL	76.25	0.00
610-815-6508	SUPPLIES, POSTAGE	393.44	393.44
610-815-6530	OPERATIONS SUPPLIES	84.05	0.00
610-815-6540	SUPPLIES, BLDGS. & GR...	1,067.28	0.00
610-815-6553	MISCELLANEOUS EXPEN...	254.74	0.00
610-815-6785	WASTEWTR SYSTEM IM...	10,196.69	0.00
Grand Total:		82,577.62	35,976.01

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	82,577.62	35,976.01
Grand Total:	82,577.62	35,976.01

CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: Lih Mac, Inc / Terest Tuetken

TRADE NAME (DBA): Tuckers Tavern

STREET ADDRESS: 201 E. Main

PHONE (BUSINESS): 319 462 9909 **HOME (OR CELL):** 319 821 0909

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

ANAMOSA POLICE DEPARTMENT

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

Eric Walby 10-22-24
Police Chief Date

Leave form at City Hall after Fire and Health signatures are complete

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

[Signature] 10/15/24
Fire Chief (or designee) Date
Phone: 319-462-4434 for appointment

JONES COUNTY ENVIRONMENTAL HEALTH DEPARTMENT: (If applicable)

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

Paula Hart 10-21-24
Jones County Environmental Health Official Date
Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO KAYLEE AT CITY HALL WHEN COMPLETED

Received at City Hall 10/22/24 for the 10/28/24 Council Meeting

CITY OF ANAMOSA
NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 10-17-24

☐ NOISE PERMIT
☒ STREET CLOSURE PERMIT

Applicants Name: Anamosa Downtown Retail Association, LeeAnna Bove

Applicant's Address: 14984 230th Ave

Applicant's Phone: 319-821-0071

Event Location/Address: Huber St - from Main St to Alley. Alley to Boondocks Property line

Detailed Description of Event:

Live Reindeer display from 2-7pm

Christmas movie & family events 7-10 pm

Date of Event: Nov 29th 2024 Time Period of Event: 2-10pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT

☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Huber St

Starting at intersection(s) of: E Main

End at intersection(s) of: (1st) alley in Huber St

Please attach a detailed map/drawing of area.

Barricades Needed?: Y/N How many: 4-5 Type: wood

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? Y

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: \$30⁰⁰

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



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

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

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

DESCRIBED PARCEL CONTAINS 4.59 ACRES.

City of Anamosa - Rezoning Request Application

Date of Application: May 17, 2024

Fee Required with Application: \$100.00

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

Applicant(s) Name: Forge, Inc.

Applicant Address: PO Box 106, Anamosa IA 52205

Applicant Telephone: (319) 462-4435

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

If NO, then the following is required:

Property Owner(s): _____

Property Owner Address: _____

Property Owner Telephone: _____

Signature of approval from property owner(s): _____

Current zoning of property: 4-R-2

Current use of the property: Single Family Residential

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

Proposed use of property: Single Family Residential

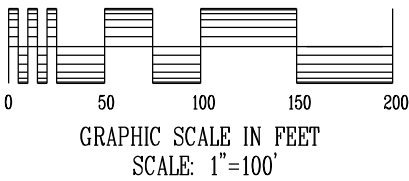
Attach to this application the following:

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

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

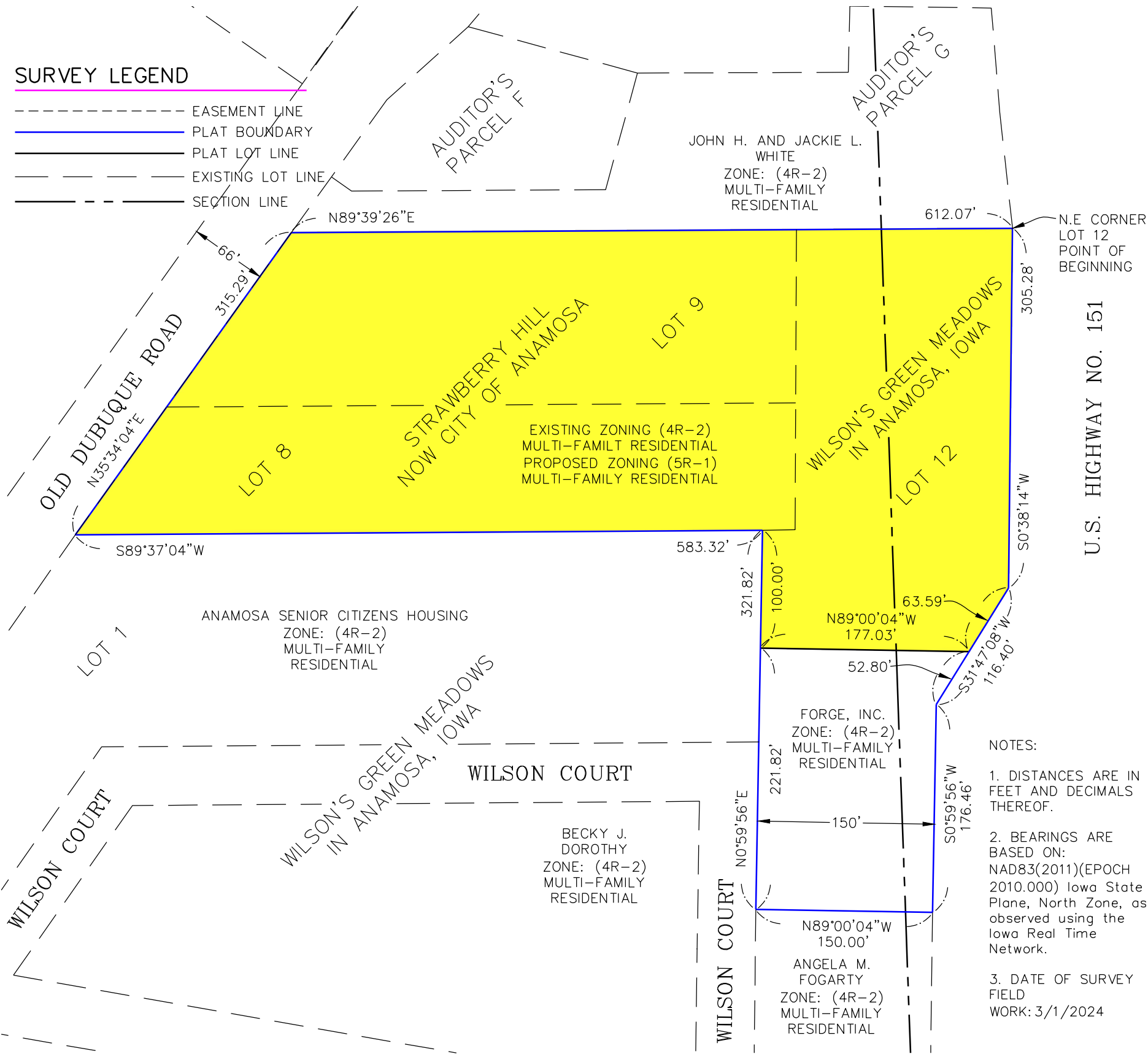
REZONING EXHIBIT

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



SURVEY LEGEND

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



DIMENSION STANDARDS

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

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

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

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

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

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

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

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

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

DESCRIBED PARCEL CONTAINS 4.59 ACRES.

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

Designed by: DLK
Drawn by: DLK
Checked by: SUSAN-FORINASH

REZONING EXHIBIT

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

Sheet Title:

Date:
09/03/2024

Field Book No:
268

Scale:
1"=100'

Sheet:
1 of 1

Project Number:
10806-24-1

Legal Description - Preliminary Plat

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

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

And

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

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

ORDINANCE NO. 963

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE KOUBA SUBDIVISION, IN ANAMOSA, IOWA, FROM 4R-2 (MULTI-FAMILY RESIDENTIAL) TO 5R-1 (SINGLE FAMILY RESIDENTIAL).

WHEREAS, Forge, Inc. has made a request to re-zone the property entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5R-1 (Single Family Residential); and

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

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

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

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF ANAMOSA, IOWA that the property, entitled the Kouba Subdivision, in Anamosa, Iowa, from 4R-2 (Multi-Family Residential) to 5R-1 (Single Family Residential).

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

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

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

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

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

Councilmember _____ seconded the motion.

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

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

PASSED AND APPROVED this _____ day of _____ , _____

ORDINANCE NO. 963

ORDINANCE RE-ZONING THE PROPERTY, ENTITLED THE KOUBA SUBDIVISION, IN ANAMOSA, IOWA, FROM 4R-2 (MULTI-FAMILY RESIDENTIAL) TO 5R-1 (SINGLE FAMILY RESIDENTIAL).

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

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

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

City Clerk

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Anamosa Downtown Facade
Revitalization Phase 2 - REBID
Downtown Business District
Anamosa, IA 52205

CONTRACT INFORMATION:
Contract For: General Construction

Date: October 23, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003

Date: August 23, 2024

OWNER: *(Name and address)*
City of Anamosa
107 South Ford Street
Anamosa, IA 52205

ARCHITECT: *(Name and address)*
Martin Gardner Architecture, P.C.
700 11th Street, Suite 200
Marion, IA 52302

CONTRACTOR: *(Name and address)*
Peak Construction Group, Inc.
660 Liberty Way, Unit C
North Liberty, IA 52317

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order pertains to the buildings located at 100 E. Main, 113 N. Ford, 115 N. Ford, and 117 N. Ford.

Deduct: (\$40,000). The Owner has elected to not use Allowance No. 2 for the new "BOWL" sign.

See attached Change Order Requests listed below:

- #001 dated January 19, 2024 for \$2,622.17
- #003 dated June 17, 2024 for deduct of (\$3,500.00)
- #004 dated May 28, 2024 for deduct of (\$32,909.30)
- #008 dated May 24, 2024 for \$6,354.68
- #010 dated May 24, 2024 for \$2,583.34
- #013 dated July 16, 2024 for \$6,642.57
- #014 dated July 16, 2024 for \$3,677.50

The original Contract Sum was	\$	1,100,000.00
The net change by previously authorized Change Orders	\$	-4,801.72
The Contract Sum prior to this Change Order was	\$	1,095,198.28
The Contract Sum will be decreased by this Change Order in the amount of	\$	54,529.04
The new Contract Sum including this Change Order will be	\$	1,040,669.24

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be the same as Final Completion which is September 23, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Martin Gardner Architecture, P.C.

ARCHITECT *(Firm name)*

DocuSigned by:

SIGNATURE

Bethany Jordan, AIA, Project Manager

PRINTED NAME AND TITLE

8/23/2024 | 13:57:14 CDT

DATE

Peak Construction Group, Inc.

CONTRACTOR *(Firm name)*

DocuSigned by:

SIGNATURE

Steve Oyen, Vice President

PRINTED NAME AND TITLE

8/26/2024 | 10:32:22 PDT

DATE

City of Anamosa

OWNER *(Firm name)*

DocuSigned by:

SIGNATURE

Rod Smith, Mayor

PRINTED NAME AND TITLE

DATE

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

Good afternoon Jeremiah,

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

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

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

Thank you!

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



**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

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

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

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

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

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

Effective Date: **March 1, 2023**

Expiration Date: **February 28, 2026**

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

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

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

Local Government:



Rod Smith, Mayor
City of Anamosa

Date

3/27/23

Contractor:



Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

4/27/23

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

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

Article 1.2.0 Statement of Purpose

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

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

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

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

Article 1.4.0 Statement of Work and Services

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

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

Article 1.5.0 Reports and Products

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

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

Article 1.6.0 Designation of Officials

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

Article 1.7.0 Time of Performance

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

Article 1.8.0 Additional Special Conditions

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

Article 1.9.0 Conditions of Payment

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

Article 1.10.0 Project Budget

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

GENERAL CONDITIONS - HUD CDBG PROGRAM

Article 2.1.0 Amendment of this Document

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

Article 2.2.0 Release of Data and Findings

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

Article 2.3.0 Access and Maintenance of Records

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

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

Article 2.4.0 Allowable Costs

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

Article 2.5.0 Suspension and Termination of Contract

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

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

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

Article 2.6.0 Equal Employment Opportunity

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

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

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

2.6.3 Civil Rights

The Contractor must comply with the following laws and regulations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2.8.0 Assignment of Interest

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

Article 2.9.0 Personnel

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

Article 2.10.0 Subcontractors

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

Article 2.11.0 Contract Coverage

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

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

Article 2.12.0 Liability

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

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

Article 2.13.0 Certification Regarding Government-Wide Restriction on Lobbying

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

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

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

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

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

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

Article 2.14.1 Recycled Materials

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

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

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

Article 2.14.2 Information

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

APPENDIX A

Statement of Work and Services

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

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

APPENDIX B

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

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

APPENDIX C

Section 3 clause

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

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

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

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

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

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

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

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

CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES

AMENDMENT No. 1

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

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

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

now therefore,

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

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

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

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



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

October 14, 2024

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

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

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

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

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

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

Current Budget Activity:

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

Proposed Budget Activity:

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

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

To: Jeremiah Hoyt, City of Anamosa

From: HR Green

Subject: Anamosa Project Status

Date: October 23, 2024

1. 3rd Street Sidewalk

- The DRAFT 2025-2028 Statewide Transportation Improvement Program (STIP), updated on 8/5/2024 includes \$1,057,000 of Federal Aid and \$292,000 in Regional Funding for a total of \$1,177,500.
- Concept sidewalk/trail alignment and opinion of construction cost have been updated per the changes discussed at the 10/10/23 Public Meeting.
- A scope of work will be provided to address potential school queuing issues resulting from the 4-lane to 3-lane conversion and to provide educational materials about this conversion and how it works to improve roadway efficiency. It is estimated to cost \$9,500.

Action Items: Award letters and funding agreements will be sent to the City after October 1. The City Council is required to review and approve the funding agreements. A Proposed Service Agreement and Scope of Services for the Final Design will be prepared for consideration at the next City Council meeting.

2. Sidewalk Program

- Submitted draft Sidewalk Inspection Guidelines and policy.

Action Items: Met with City staff to gather feedback on 6/21/23. ON HOLD until further direction from the City is provided. HR Green has provided recommendations and costs to perform a City-wide survey of existing sidewalk and ADA ramp conditions that would provide the information necessary to begin drafting a fair implementation plan and schedule for the Program.

3. Well 7 Siting study

- City investigated available land for sale, the seller was not interested in parceling off an area or including an easement.
- Options will be sent to the City for potential next steps.
- Draft Ordinance for the radius of control for existing Well 5 was sent to City staff.

Action Items: HR Green to send next steps to City for land acquisition.

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

- Shaffer Plumbing has completed demolition work, completed containment curb & coating, and set new tanks and feed equipment.
- Meeting with Contractor occurred on 7/23 to identify outstanding items for startup and project completion.
- Final plumbing & piping materials arrived the week of 9/16 for Contractor installation.

Action Items: Final installation is nearing completion for startup. The project is currently 90% complete.

5. Sewer in Alley between Ford and N Huber

- HR Green will apply for a new IDNR construction permit when all necessary easements have been obtained.
- City Staff, HR Green, and the City Attorney met on 10/26/23. It was determined that the City would reach out to all affected property owners to obtain signatures on updated documents and distribute checks for completed acquisition and easement agreements. The City Attorney will pursue eminent domain for the remaining properties.
- City council agreed to have attorney pursue eminent domain for outstanding properties at the 10/14/2024 council meeting.
- Bidding and construction phases can proceed once the eminent domain process is initiated (eminent domain is estimated to take approximately 4 months).

Action Items: City attorney to initiate eminent domain for remaining properties who have not signed the agreement.

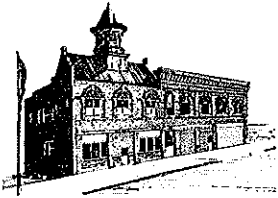
6. City GIS

- Cemetery Mapping Project
 - Work is ongoing on updating Headstones and Plots.
- Lead Service Line Inventory
 - HR Green provided a spreadsheet of the Lead Service Line Inventory to Steve and Robert for them to submit to the Iowa DNR prior to the October 16th EPA deadline.
- Fire Department Map
 - Map has been printed and was delivered to the Fire Station.

7. Dillon Military Bridge

- Modjeski & Masters completed the on-site bridge inspection on May 21 – 23. A final report was provided to the City on July 12, 2024.
- A technical memorandum, including opinion of costs for both, rehabilitation in place and relocation, has been provided by HR Green to the City on August 21, 2024.
- HR Green will submit a Pre-Application for Region 10 RPA Transportation Alternatives Program (TAP) Funds.

Action Items: According to the State Historical Society of Iowa, the bridge is a contributing resource to the National Register-listed Wapsipinicon Park Historic District and is, therefore, considered listed. Based on this new information, HR Green continues to gather additional information from Federal and State Agencies regarding funding opportunities for rehabilitation in place or relocation.



City of Anamosa

107 South Ford Street
Anamosa, Iowa 52205
Phone 319-462-6055
Fax 1-319-462-6081

Wednesday, October 16, 2024

Jeanna Less-David

[REDACTED]
Anamosa, IA 52205

Dear Jeanna Less-David,

On behalf of the City of Anamosa, I am pleased to extend you a conditional offer of employment for the position of City Clerk. This conditional offer is contingent upon a background investigation and approval of the Anamosa City Council.

The City Clerk position is subject to the general terms and conditions of employment as determined by the Personnel Policy Manual for the City of Anamosa. All employees are subject to a 90-day probationary period. This position is an "at-will" position, and the City of Anamosa retains the right to terminate your employment at any time.

The City Clerk is a full-time, salaried, FLSA Exempt position, with a starting wage of \$62,279.28/year (approximately \$29.94/hour). Upon completing the required probationary period and receiving a satisfactory performance evaluation, the wage for this position will increase to \$63,279.28/year (approximately \$30.42/hour). In addition, the general benefits offered to full-time employees of the City of Anamosa will apply to this position. Tentatively, you may begin employment anytime between Tuesday, October 29th, 2023, and Monday, November 19th, 2024.

Sincerely,

Jeremiah Hoyt
City Administrator, City of Anamosa

CONFIDENTIAL:

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

RESOLUTION NO. 2024-55

**RESOLUTION APPROVING THE HIRING AND SETTING THE SALARY FOR CITY CLERK FOR FISCAL
YEAR ENDING JUNE 30, 2025**

WHEREAS, the City Clerk position is currently vacant and an advertisement to fill this vacant position was posted for a period of 10 days or longer; and,

WHEREAS, City Hall personnel received and reviewed application materials and conducted interviews with two (2) qualified candidates; and,

WHEREAS, a consensus was reached and a conditional offer of employment was provided to the recommended candidate to fill the vacant City Clerk position; and,

WHEREAS, the City Administrator is recommending the following candidate for the City Clerk position and, is forwarding such recommendation to the City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa approve the hiring and setting the salary of the following applicant, effective October 28, 2024:

Position	Employee Name	Annual Starting Wage
City Clerk	Jeana Less-David	\$62,279.28/year (approx. \$29.94/hour)

MAY IT BE FURTHER RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the above-named employee receive a wage increase, to \$63,279.28 (approx. \$30.42/hour), upon completing the required 90-day probationary period and receiving a satisfactory performance evaluation

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

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

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

PASSED AND APPROVED this 28th day of October, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR



Dear Mayor and Council members,

Alliant Energy has been an active partner with the Iowa League of Cities for several years. The values and goals of both organizations collectively align in many areas, including a steadfast focus on economic development across the state.

Recently, Alliant Energy installed underground fiber to connect its energy assets across portions of the state. The good news – and the reason we’re reaching out today – is that there are some excess fiber strands and conduit available. This presents an opportunity as these extra fiber strands and conduit are available for lease and could help attract new economic development opportunities as well as support local growth plans. They could also be used to potentially partner with area internet service providers (ISPs) for enhanced local broadband.

The “pass-through” resolution Alliant Energy is submitting for council approval was developed in partnership with the Iowa League of Cities. Due to the intricacies of the company’s franchise agreement for energy delivery, Alliant Energy seeks a simple, separate agreement that allows extra fiber strands and conduit to be leased. The resolution allows for entities to use the lines to simply “pass-through” town as part of their network. Should an entity (like an ISP) want to use those strands or conduit to serve or improve service to your town, they would still need to get the required approvals from the council. Lease payments would offset Alliant Energy’s cost to build the network and lead to savings for Alliant Energy’s customers.

Alliant Energy and the Iowa League of Cities believe this “pass-through” resolution is a clear, concise and fair approach to attracting economic development and elevating broadband speeds across Iowa. We appreciate your consideration and welcome the opportunity to share more details about the resolution and answer any of your questions.

Sincerely,

A handwritten signature in blue ink that reads "Mike Wagner".

Mike Wagner
Community Development Manager
Alliant Energy
mikewagner@alliantenergy.com
(319) 430-4140

A handwritten signature in blue ink that reads "Alan W. Kemp".

Alan Kemp
Executive Director
Iowa League of Cities
alankemp@iowaleague.org
(515) 974-5315

RESOLUTION NO: _____

CITY OF ANAMOSA, IOWA

A RESOLUTION APPROVING AN AGREEMENT FOR THE LEASING, ASSIGNMENT,
OR SALE OF EXISTING DARK FIBER LOCATED IN THE CITY OF ANAMOSA RIGHT
OF WAY BY INTERSTATE POWER AND LIGHT COMPANY.

Be it Resolved by the City Council of the City of Anamosa, Iowa that:

The City Council approves the Agreement with Interstate Power and Light Company, a
subsidiary of Alliant Energy Corporation.

The Mayor is authorized to sign the agreement on behalf of the City of Anamosa.

Passed and approved this _____ day of _____, _____.

MAYOR

Attest:

CITY CLERK

**Agreement for the Leasing, Assignment, or Sale of Existing Dark Fiber
Facilities Located in the City of Anamosa Right-of-Way by Interstate Power
and Light Company**

THIS AGREEMENT (THE "Agreement"), is entered into by the City of Anamosa ("City" } whose address for the purpose of this Agreement is 107 S Ford St, Anamosa IA 52205, and Interstate Power and Light Company ("IPL"), a subsidiary of Alliant Energy Corporation, whose address for the purpose of this Agreement is 200 First Street SE, Cedar Rapids, IA 52401. This Agreement will be deemed to be effective (the "Effective Date") on the later of the date that this Agreement is signed by the City or IPL.

WHEREAS Authority was granted to IPL to construct, operate, and maintain certain facilities for the transmission and/or distribution of electricity by way of a franchise agreement ("Franchise Agreement") as further described in said Franchise Agreement.

WHEREAS As permitted by the Franchise Agreement, IPL constructed certain communication facilities, including but not limited to fiber optic cables and conduit as part of its facilities, all of same constructed and currently existing in the City right of way as part and parcel of IPL's electric distribution system.

WHEREAS fiber optic cables are sold in increments of strand counts (12, 24, 36, etc.). Strands that are unused are described as "dark fiber." IPL has such dark fiber.

WHEREAS IPL may have unused conduit, or space within certain conduits which would allow for the installation of additional fiber within that same conduit.

WHEREAS, IPL has requested permission from the City to lease, sell, or otherwise assign, in whole or in part, dark fiber, conduit, or other related facilities (collectively the "Dark Fiber Facilities") located within the City right of way.

NOW THEREFORE, in consideration and in furtherance of the above and foregoing, the Parties agree as follows:

Sale/Lease/Assignment of Dark Fiber Facilities. IPL may enter into agreements to lease, sell, or otherwise assign, in whole or in part, those Dark Fiber Facilities to third-parties, consistent with the following terms:

- a. If said third party(ies) utilizes said Dark Fiber Facilities in such a manner that will not disturb the right of way nor result in the installation or construction of any additional infrastructure within the City right of way, using the Dark Fiber Facilities in the City of Anamosa merely as a pass through, said third-party would have no obligation or requirement to work with and/or to receive any authorization or permits from the City of Anamosa.
- b. The agreement between IPL and the third-party shall not grant, or portray to grant, to the third-party: 1) the right to disturb the right of way, or 2) authority to provide services to residents of the City without having to secure any permits, authorizations, certifications, franchises, or franchise agreements required by the City.

No agreement between IPL and any third party will bind the City to any specific terms and/or requirements with regard to the use of City right of way by said third party.

At no time shall the leasing/sale/assignment of Dark Fiber Facilities in any way impact services provided to the City of Anamosa under the franchise granted to IPL by the City of Anamosa.

Notice. Upon notice, the City may request the identity and contact information of any third party with whom IPL has engaged in a transfer and IPL will provide the requested Information to the City within thirty (30) days.

Indemnity. IPL, its successors and assigns shall indemnify, and hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of IPL in the erection or maintenance of its systems. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE.

Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided herein shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed by either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled.

Notices and Demands. Notices as provided for herein shall be given to the respective parties hereto at the respective addresses designated on page one hereof unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms hereof when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.

Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties.

Construction. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (without giving effect to the laws of such state in relation to choice of laws) with venue in the Iowa District Court in and for Linn County Iowa, unless otherwise agreed to by the parties.

Electronic Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile copies, electronic scans and photocopies of the parties' signatures to this Agreement shall be valid and enforceable to the same extent as original signatures, and the parties hereby waive any requirement that the original signatures be produced as a condition of proving the validity of, or otherwise enforcing, this Agreement.

Entire Agreement; Modifications; Severability; Interpretation. The Recitals set forth at the beginning of this Agreement are hereby incorporated by reference and made a part hereof. This Agreement represents the entire agreement between the parties as to the subject matter hereof and may not be orally amended, modified, superseded or canceled, It being specifically understood that any of the terms, covenants, representations, and conditions hereof may only be amended by written instrument executed by the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. The provisions hereof are severable, and if any one or more provisions may be determined to be unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of this Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permitted.

The parties acknowledge that they are entering into this Agreement voluntarily, with a full understanding of its terms, and having had the opportunity to consult with legal counsel.

IN WITNESS WHEREOF, City and IPL have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City of Anamosa

Interstate Power and Light

Signature: _____

Signature: _____

By:

By:

Title:

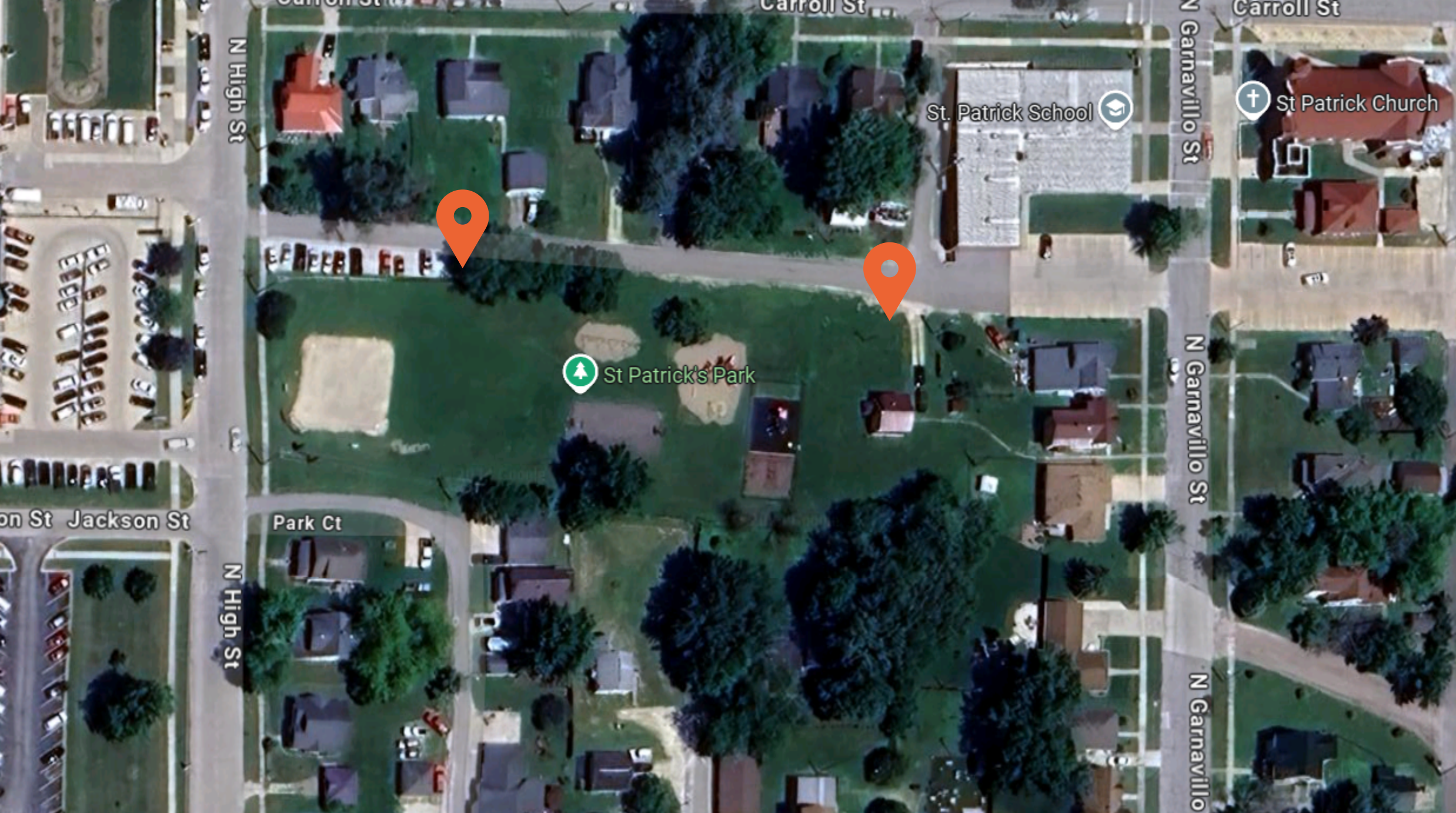
Title:

Date: _____

Date: _____



© 2007 SmartSigns.com • 4288



N High St

Carroll St

N Garnavillo St

Carroll St

St. Patrick School

St Patrick Church

St Patrick's Park

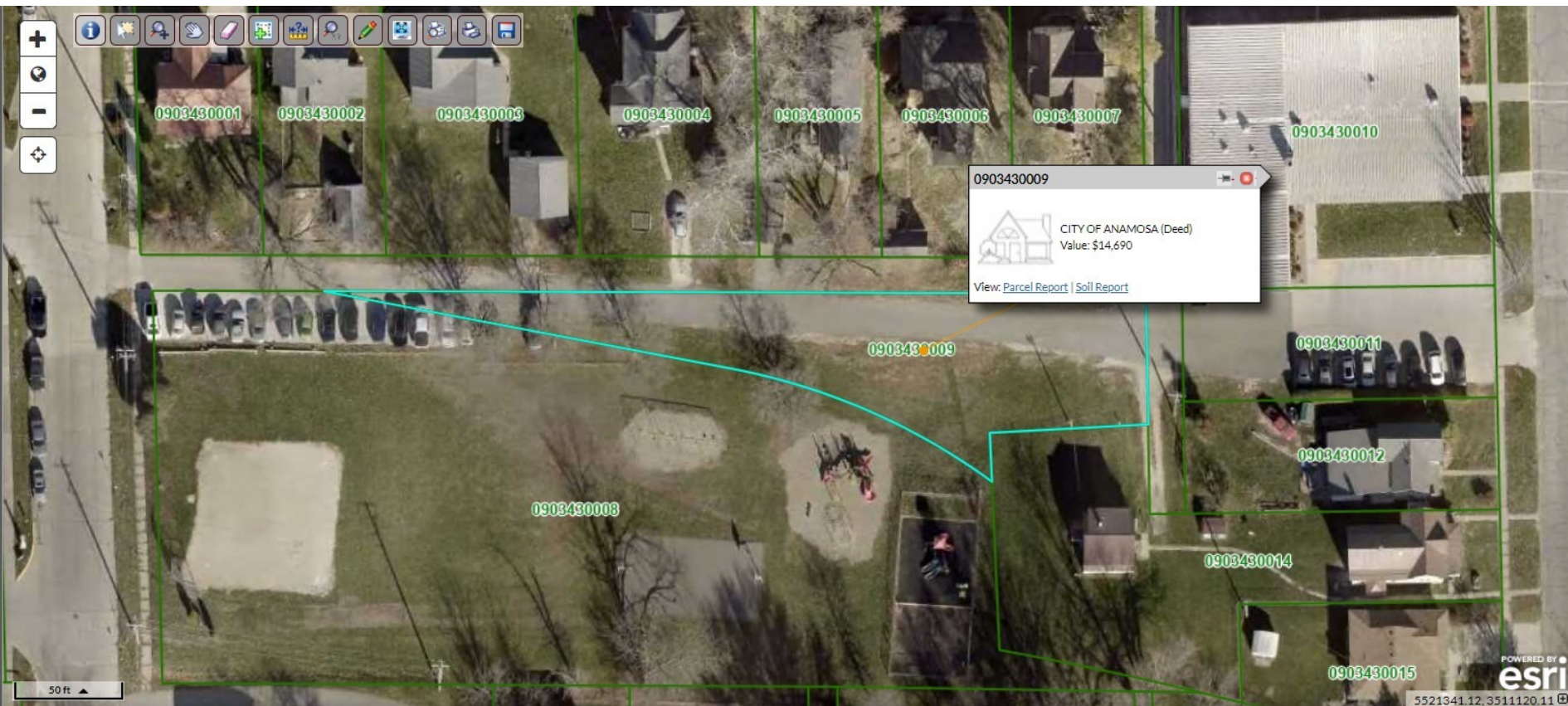
N Garnavillo St

Park Ct

on St Jackson St

N High St

N Garnavillo



Results:

Parcel ID - 0903430009
Alt Id - 132300
Owner - CITY OF ANAMOSA
(Deed)
[View: Parcel Report](#) | [Soil Report](#)

Parcel ID	0903430009	Alternate ID	132300	Owner Address	CITY OF ANAMOSA
Sec/Twp/Rng	03-84-04	Class	EX		107 S FORD ST
Property Address		Acreage	n/a		ANAMOSA, IA 52205
District					
Brief Tax Description	ANACO COM 140' S OF S LINE CARROLL & 156' W OF W LINE OF GARNAVILLO ST TH S TO LAND...				

(Note: Not to be used on legal documents)

RESOLUTION NO. 2024-57

RESOLUTION APPROVING THE PLACEMENT OF TWO “CHILDREN AT PLAY” SIGNS IN THE PUBLIC RIGHT-OF-WAY, OF THE ALLEY BY ST. PATRICK’S PARK, CONNECTING N. GARNAVILLO STREET AND N. HIGH STREET, IN ANAMOSA, IOWA.

WHEREAS, St. Patrick’s Park is located on a well-traveled alley, between N. Garnavillo Street and N. High Street; and,

WHEREAS, the Parks & Recreation Director has requested to place general warning signs to indicate “Children At Play”, in the alley at this location; and,

WHEREAS, the recommended placement of the signs is in the Public Right-of-Way, near the opposite ends of the park, to enhance the safety of children playing in and around the park; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa does hereby approve the placement of two “Children At Play” signs in the Public Right-of-Way, of the alley by St. Patrick’s Park, connecting N. Garnavillo Street and N. High Street, in Anamosa, Iowa.

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

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

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

PASSED AND APPROVED this 28th day of October, 2024.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 3

To: Snyder & Associates, Inc.
900 Bell Drive SW
Cedar Rapids, IA 52404

Attn: Lindsay Beaman, P.E.
Phone: 319-362-9394
Fax: 319-362-9448

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Anamosa	
Project Name: WWTP Improvements – Flow Equalization Report & Design	
S&A Project Number: 119.1164.08	Original Agreement Date: November 25, 2019

DESCRIPTION OF ADDITIONAL SERVICES:

Amending the original agreement to include fees for construction administration, construction staking, and construction observation on the WWTP Improvements – Flow Equalization project.

Construction Services – Scope included with previous agreement signed November 25, 2019.

The amendments to fees are summarized as follows:

Construction Administration: \$40,000.00 [Lump Sum]

Construction Staking: \$6,500.00 [Lump Sum]

Construction Observation: \$86,000.00 [Hourly, not to exceed]

☒ Lump Sum in the amount of: \$46,500.00

☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: \$86,000.00

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Anamosa

(Client)

SNYDER & ASSOCIATES, INC. (Professional)

(Type or Print Name above line)

By:

(Authorized Agent)

By:



Lindsay Beaman, Business Unit Leader

(Printed or typed signature)

Date:

Date: October 18, 2024

Route executed to:

**CITY OF ANAMOSA
SITE PLAN REVIEW APPLICATION**

Date: 9/3/24

Applicant Info: Name: Shane Hanson
Address: 109 Davidson Blvd
Phone: 563-380-8783

Site Info: Location: 109 Davidson Blvd
Zoning Dist. _____

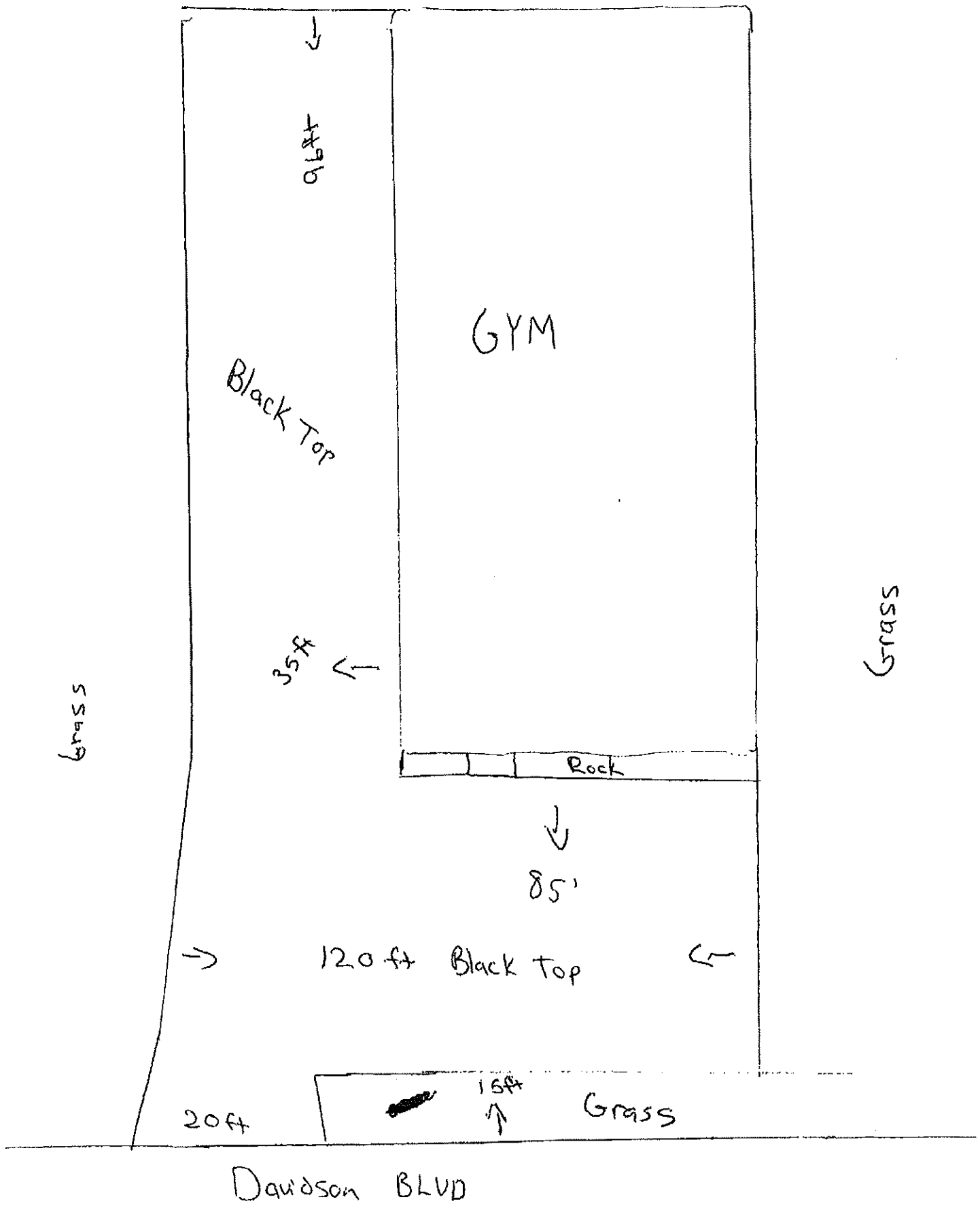
Copy of Ordinance 165.16A and Chapter 167 Given to Applicant: YNApplicant Signature: Shane Hanson

Application to Include:

Storm Water Management Plan: N/A
(2 acres or more)Traffic Analysis: N/A
(2 acres or more)Site Plan - Graphic: XSite Plan - Written: XLandscape Plans: XApplication/Plans received by Zoning Administrator: 09/26/24Date of Construction/Development Comm. Meeting: 10/07/24Reviewed by City Council at Reg. Meeting: 10/28/24

Council Action: _____

Grass



September 26, 2024

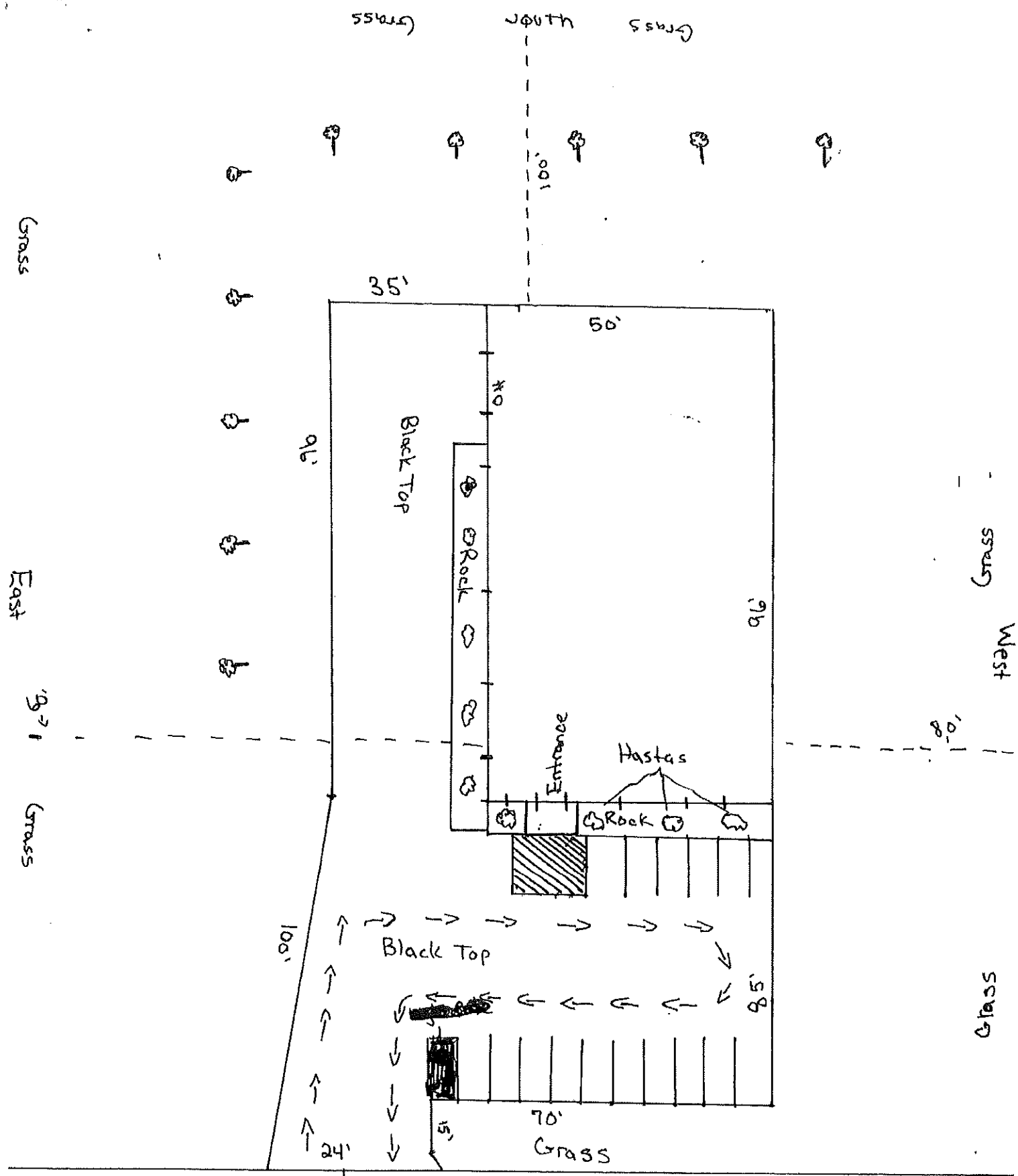
Attn: Kaylee Palmer
Deputy City Clerk
City of Anamosa

RE: AC's 24/7 Fitness
109 Davidson Blvd
Anamosa, IA

- Parking Lot: Black Top with 16 Parking Spaces
- Landscape: Grass with Rock along Building
- Trees: 10 Assorted Maples along South & East
- Plants: will be 4 Hosta's in Front of the Building and 5 Hosta's on East Side of Building
- Lighting: The dashes on the print will be wall pack light, to light up exterior.

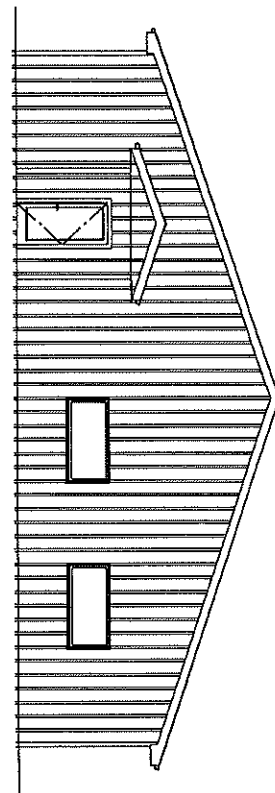
Thanks,

Shane Hanson
Hanson Construction
(563) 380-8783
shanehanson@me.com

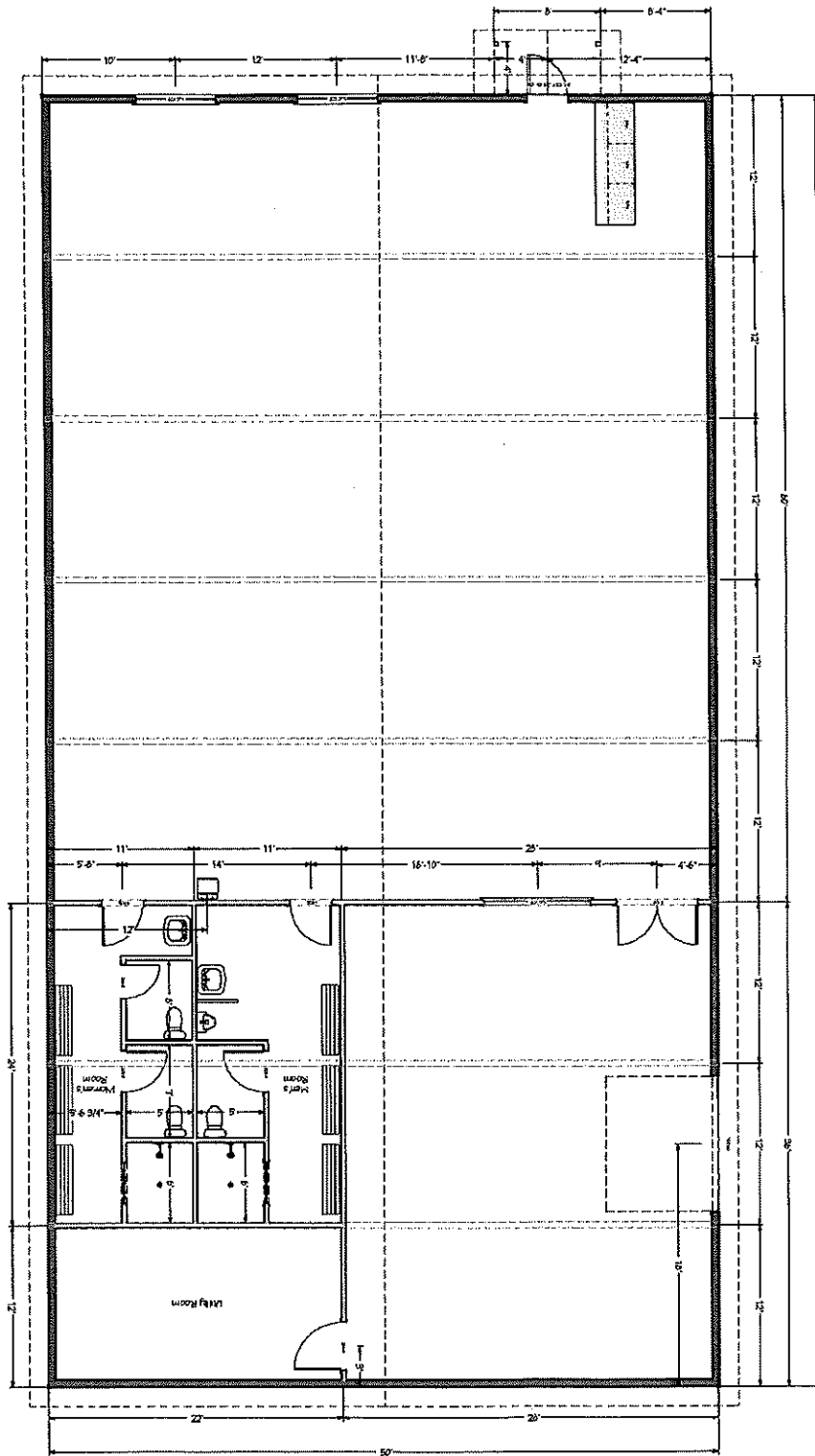


Davidson Blvd.

North



DATE:	9/24/2024	SCALE:	1/8" = 1'
			
818 S. River Park Dr, Gulfstream, IA 563-752-1030			
Storm Rummel 60x120 GYM storm_rummel@bentallindia.com			
These plans are being furnished by Bentall America, Inc. The Engineer, who is not licensed in the state of Michigan, has prepared these plans for the use of the client. The client is responsible for obtaining the necessary permits and for obtaining the necessary approvals from the appropriate authorities. The client is also responsible for obtaining the necessary approvals from the appropriate authorities. The client is also responsible for obtaining the necessary approvals from the appropriate authorities.			



A. Summary of Company and Project

We are constructing a gym in Anamosa that provide 24/7 access to new and existing members alongside supplements, apparel, and fitness classes. Through the use of an integrated POS system the business will be able to allow new and existing memberships to manage their signups through a QR code turning their cell phone into a keycard

B. Brief History of Business

1. This business has just been incepted. Leading up until the idea has been growing as our family friend owns several successful gyms in Cedar Falls and has provided guidance on do's and don't's. I have been active and lifting weights since prior to graduating high school and have noticed since our arrival to town in 2018 there are no viable options/competition in Anamosa
2. Building and lot are owned by Rummel Properties LLC of which I am a sole owner, AC's 24/7 Fitness will be the business that operates the gym which is owned by wife and I
3. Initially upon opening I will manage the financial matters solely, while my wife Tessa, operates the initial opening of the gym and day to day operations. There will initially be approx. 4-5 contractors that are hired to teach classes and do personal training part time that we will help coordinate enrollments etc., while they'll receive the fees based on enrollment. We wish to keep overhead low initially until enrollments have surpassed expenses at which time we will begin to hire staff to be present during regular hours, approx. 4-7 employees. Most will be in the 12-15\$ per hour range. The goal is to eventually within 1 year get to a membership capacity that we can hire a salaried full time gym manager. That would likely be in the 40K per year range once the cash flows allow.

C. Market Analysis

1. Approximately 10% of the US population exercises and carries a fitness membership. There is one actual gym in the ENTIRE Jones county region. This gym also looks rather scrambled together and doesn't have the quality feel to it. Our gym is going to be top of the line, brand new building, brand new equipment, cleanliness and all the extras. This city has a wealth of traffic that daily travels past our city heading towards Dubuque or west towards Cedar Rapids for their employment. With highway visibility we will have an opportunity to capture members before or after work while offering showers etc. to be able to clean up prior, while on the way. As well as there are 5521 (as of 2022) people in Anamosa which would account for easily 4-500 members just locally. This area is also growing rapidly as a bedroom community between Dubuque and Cedar Rapids/IA City. Our target market covers all ages including partnering with many businesses to provide discounted memberships, fitness classes for young, old and everywhere in between.
2. Competition is the gym in Monticello which costs approx. the same membership for far less equipment and substandard appearance, and the Anamosa community center. The LLC specializes mostly in kids programs and community programs but features a small weight room. The weight room has approx. 8

fitness machines only, is outdated, and clustered in that if more than 4 people are in the weight room it feels packed.

3. Standard individual memberships will cost \$40 per member which is precisely what the Monticello gym charges for a lesser product. That is lesser the cost of an Anytime Fitness etc. but feel that once memberships are established and people experience the product we will have pricing power as we are the only of our kind and no one would be willing to build something to rival the experience due to the cost, once there is full on competition with market share providing us an opportunity to essentially capture and hold the entire market.
4. The product we distribute is fitness, which requires people to walk in our door. Advertising is our key to distribution.
5. We are currently having a logo created that is very catchy and unique. Obvious channels such as Facebook and that process over the next 6-7 months while this is built and finished there will be updates and coming soon posts which will be shared and reshared through the local circles. There will also be signage at the facility of what's coming soon while it's being built. A website will be created as well as I feel professionalism is key. As a member of the Anamosa Chamber of Commerce there will be a lot of logo and brand exposure as well at other community events. Depending on cost I would also like to have a billboard put up between Anamosa and Marion to get repetitive exposure to our brand.
6. We have two promotions planned I'm sure more will follow. Upon our grand opening we will have a big ribbon cutting event and offer free tours of the facility while catering in food for anyone who shows up to draw people to a meal and appease curiosity while encouraging sign ups. We will be offering a discounted early sign up to where people save perhaps a month or two of a yearly membership to sign up prior to opening or within the first week for a year membership.

D. Products

1. Main product will be fitness equipment which will be purchased through a leasing company in bulk all upfront. Also, will be dealing with a supplement wholesaler to offer a handful of proteins, preworkouts, and other supplements for sale. Clothing will also be for sale. Fitness classes will consist of the 1099 employees offering their classes and we will help fill the classrooms for a fee which also helps us by attracting members who prefer group setting workouts which would also in turn require a membership to attend. Lastly, we will offer "on-demand" classes in the classroom similar to peloton, but allow members to go and participate in a variety of virtual classes via the television on their demand if they prefer smaller social circles or individual classes
2. There will be waivers that sign and release liability upon initial signup and there are two LLC's to protect the businesses one for the property and one for the business.
3. In comparison to competition, we will be able to offer participation in classes of all kinds for a much cheaper fee than it would be do it on their own while also providing the setting which in fitness is the most important part to consistency.

Everyone is more productive away from home when it comes to fitness as it requires accountability. As far as gym competition, existing competition is priced the same and/or doesn't offer the slightest fraction of what we will provide. Any future start-ups that wish to compete will not be able to build the same quality and variety without absorbing a tremendous amount of risk being that we are the first and requiring a ton of overhead, so our intention is to make it extremely costly, risky, and difficult to compete moving forward to take market share away from us.

E. Manufacturing Process

1. The building is being manufactured as a steel building with open ceilings to allow easy access to ductwork electrical etc., with a spray foam insulated ceiling. The walls will be insulated and finished with sheetrock; the entire floor will be concrete. $\frac{3}{4}$ inch rubber mats will serve as the entire flooring with the exception of the utility room, the bathrooms and a small entry way which will be sealed and polished concrete. There are two double doors in the entry and a garage door in the classroom to allow for potential outdoor classes in the summertime and easy access for equipment transfer. There are two windows in the front only, the remaining walls will be finished with mirrors as most fitness facilities. Solar will be installed upon construction for tax credits and lower residual expenses for electricity.
2. I have a general contractor organizing the construction employing local business to assist in the construction of the building.

F. Describe the Project

1. The building will begin construction as soon as the approval. I have already spoken with the leasing company in regards to securing and purchasing the equipment and plans have been drawn (attached). The LLC has been opened and the logo is currently in design alongside signage and will be done prior to or shortly after construction begins. Expected project time 6-7 months with a hopeful grand opening in late September or early October.
2. The lot has been purchased, no development has been started. However, plans and marketing plan, strategies etc. have been established
3. Within 24 months ideally, we will have 4-7 employees earning 12-15 per hour and hopefully a gym manager paid approx. 35-40K per year all contingent on membership
4. General contractor will be Shane Hanson who will do the concrete and coordinate the remaining contractors to complete development in order and timely. Rough blueprints are attached and the company providing the fitness equipment on a lease is Geneva Capital.

G. Financial Statements

1. 85K cash was used to purchase the lot. Once the new LLC bank account has been opened, we plan to put approx. 50K in funds from our personal accounts in there to provide cushion and liquidity. The loan funds will be used to construct the building and signage of which we expect to cost to be approx. 450K total. Funds needed to secure necessary financing outside of the initial lot cash used

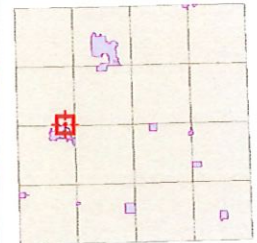
will also come from our personal accounts. Equipment down payment costs will also come from personal accounts

2. Our income cash flows are expected/projected to be as follows:
 - a. Pre open – 200 sign ups, approx. 8K revenue per month
 - b. 1-3 months – 250-300 members, 10K-12K revenue per month
 - c. 3-6 months – 300-350 members, 12-14K revenue per month
 - d. 6-12 month – 400+ members, 16K+ revenue per month
 3. There are no existing cash flows as this is a new business.
 4. No prior balance sheet, plan to maintain approx. 50K in business checking account for monthly expenditures and expenses while excess will go to savings and pay down loans and equipment quicker than loan/lease terms.
 5. No existing business debt for AC's 24/7 Fitness, some existing business debt for Rummel Properties and the building however a good amount of equity as indicated on the PFS attached.
- H. The lot cash of 85K, plus the cash payment down to secure loan and the cash in the AC's LLC checking account to be pledged as collateral. Also Rummel Properties LLC has a fair amount of equity if needed as noted on the PFS
- I. PFS is attached. I graduated from the University of Northern Iowa in 2009 with a bachelor's degree in economics. I am an entrepreneur who is the sales manager for Bankers Life in Cedar Rapids, IA. We have had the number one sales team in the country for 4 years under my lead and well on our way to the fifth year. I am our lead investment advisor representative as well and generate additional income that matches/exceeds my wages with my sales of financial services and insurance. I am a top 25 representative in the nation in that aspect as well and have been for 11 consecutive years. I'm hard working, motivated, and thrive with a busy schedule and multiple responsibilities. My existing business doesn't require a wealth of my attention as its established and I have other colleagues who help handle recruiting, hiring, and sales development. I am from the small town of Arlington IA and that's precisely what brought us to Jones County in the first place. We want to raise our family, a son who is 6, and a daughter who is 4 who both love being active. We want to be in a growing yet small community within an arms reach of larger populations while assisting the development of our community. I have been an avid fitness enthusiast as a hobby and since college have dreamed of having my own business to provide those services at a level that I seek to be superior of others. Tessa graduated from UNI with a bachelor's degree in Leisure, Youth and Human Services with a minor in Public Relations. She worked for Sterling Resorts in Florida as the recreation director for three years. She moved back to Iowa and became a fitness instructor and personal trainer in small town Manchester, Iowa. Currently, She is a realtor for Coldwell Banker Hedges and has been with them since 2017. She is an outgoing person and my passion for real estate and fitness are her top priorities. She has made one million in volume for 6 consecutive years. She continually strives to better other people's lives, and fitness and health is her number one priority.
- J. F & M Bank is financing the project
- K. No affiliates other than us

- L. Real estate documents from the purchase of the lot are attached.
- M. No other partners
- N. Attached is personal and my pass-through tax documents, PFS, closing statement of lot, listing info of property, building plans, and LLC documentation



Overview



Legend

- Parcels
- Structures on Leased Land
- Parcels
- Cartography
- Major Roads

Parcel ID	0536353003	Alternate ID	n/a	Owner Address	RUMMEL PROPERTIES LLC
Sec/Twp/Rng	36-85-04	Class	C		23299 RIDGE RD E28
Property Address		Acreage	1.49		ANAMOSA, IA 52205
District	ANACO				
Brief Tax Description	36 85 04 ANAMOSA COMMERCIAL PARK 2ND ADD LOT 23				
	(Note: Not to be used on legal documents)				

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

Date created: 10/7/2024
Last Data Uploaded: 10/4/2024 5:25:30 PM

Developed by  **SCHNEIDER**
GEOSPATIAL



SITE PLAN REVIEW COMMITTEE - REPORT

ANAMOSA CODE OF ORDINANCE 167.03 SITE PLAN REVIEW COMMITTEE. The review of Site Plans will consist of an administrative review by the Zoning/Building Administrator and the Director of Public Works. Said review will be forwarded onto the City Council for approval.

PROJECT: AC's 24/7 FITNESS - 109 DAVIDSON BLD.
DATE OF REVIEW: 10/07/24

1. Forms and Fees

Site Plan Review fee received? ☒

Notes: N/A

2. New Construction Gross Floor Area – 2,500 square feet or greater

(Requires committee review if checked) ☒

Notes: 4,800 sq. ft.

3. New Construction Size – 2 acres or greater

(Requires storm water management plan and traffic analysis if checked) ☐

Notes: N/A - 1.49 acres

4. Storm Water Management Plan

Plan included ☐

Notes: N/A

SITE PLAN REVIEW COMMITTEE - REPORT

5. Traffic Analysis

Analysis included ☐

Notes:

N/A

6. Traffic and Parking Layout

	Y	N	
Dangerous traffic movements minimized?	☒	☐	SEE NOTES
Efficient traffic flow?	☒	☐	SEE NOTES
Optimum parking spaces?	☒	☐	
Optimum loading area?	☒	☐	
Separate loading/delivery areas from pedestrian movement?	☒	☐	
Sufficient access for emergency vehicles?	☒	☐	
Site to site access along cross access easements/frontage roads (curb cuts)	☒	☐	

Notes:

DIRECTIONAL "TRAFFIC FLOW" INDICATED ON ATTACHED DRAWING SHOULD BE REVERSED TO BE CONSISTENT WITH RIGHT-OF-WAY STANDARDS (i.e. VEHICLES ENTERING ON WEST AND EXITING ON EAST.)

7. Landscaping

	Y	N	
Maintain existing mature trees and shrubs?	☒	☐	
Buffer adjacent incompatible uses; sufficient size?	☒	☐	
50 feet of living material between commercial and residential?	☒	☐	N/A
50 feet of living material between commercial and industrial?	☒	☐	N/A
100 feet of living material between industrial and residential?	☒	☐	N/A
Combination of living and manmade screening?	☒	☐	
Screens unsightly activities from public view (living or manmade)?	☒	☐	
Large expanses of paving broken up with plant material?	☒	☐	N/A
Shade trees on City's approved list?	☒	☐	
Landscaped island every 20 parking spaces?	☒	☐	N/A
Aesthetically pleasing landscaping design?	☒	☐	
Hardy plant materials and landscaping design for Anamosa's climate?	☒	☐	
Can be properly maintained/replaced when necessary?	☒	☐	

Notes:

SITE PLAN REVIEW COMMITTEE - REPORT

8. Specific District Guidelines - Commercial

	Y	N
Separate parking for service vehicles from shoppers' cars?		
Service/Loading area screened from residential area and public ROW?		
Signs and light poles in landscaped areas where possible?		
Stacking room at driveway/street intersection where possible?		
Landscape setback between road and parking (C-2/Industrial=5ft.)?		
Retention ponds an open space asset?		
Lighting on property in a pleasing/compatible manner?		

Notes:

N/A

9. Specific District Guidelines - Industrial

	Y	N
Landscape setback or screening between road and parking?	✓	
Retention ponds an open space asset?		N/A
Landscaping in front of fence screening of outdoor storage?		N/A
Large planted medians at park entry?		N/A
Absent dogleg intersections?	✓	
Screen and berm from adjacent non-industrial uses and zoning districts?	✓	N/A
Lighting on property in a pleasing/compatible manner?	✓	

Notes:

10. Zoning Exceptions and/or Variances

Zoning exception required?	✓
Zoning variance required?	✓
Approved by ZBA	

Date of ZBA Meeting _____

Notes:

N/A

SITE PLAN REVIEW COMMITTEE - REPORT

11. Site Plan – Graphic

	Y	N	
Complete property dimensions?	☒	☐	
Location/grade/dimensions of proposed streets, ROW's, easements, etc.?	☒	☐	
Parking and traffic circulation plan?	☒	☐	- SEE NOTES
Location and dimensions of buildings and major structures?	☒	☐	
Existing and proposed property contours taken at regular intervals (2'-5')?	☐	☐	N/A
Depicts nature/location/size of significant natural and landscaping features?	☒	☐	
Location map or drawing at appropriate scale/in relation to adjacent property	☒	☐	
Additional graphic information as required?	☒	☐	

Notes:

DIRECTIONAL "TRAFFIC FLOW" INDICATED ON DRAWING SHOULD BE REVERSED TO BE CONSISTENT WITH RIGHT-OF-WAY STANDARDS (I.E. VEHICLES ENTERING ON WEST AND EXITING ON THE EAST)

12. Site Plan – Written

	Y	N	
Legal description and address?	☒	☐	SEE NOTES
Name, address, and phone of property owner?	☒	☐	
Name, address, and phone of developers/contractors?	☒	☐	
Proposed uses?	☒	☐	
Number and types of dwelling units?	☐	☐	N/A
Number and types of structures/buildings?	☒	☐	
Total area of the property?	☒	☐	
Number of dwelling units per acre?	☐	☐	N/A
Total floor area of each building?	☒	☐	
Proposed landscaping plan?	☒	☐	
Existing zoning classifications?	☐	☒	SEE NOTES
Existing and proposed type and number of parking spaces?	☒	☐	
A photometric plan showing proposed light levels (in foot candles)?	☐	☒	SEE NOTES

Notes:

- LEGAL DESCRIPTION SPECIFIED ON APPLICATION - SHOULD BE ON WRITTEN SITE PLAN ALSO - ACCEPTABLE.
- EXISTING ZONING SHOULD BE SPECIFIED ON WRITTEN SITE PLAN - M-1 LIGHT INDUSTRIAL. - ACCEPTABLE
- PHOTOMETRIC PLAN NOT REQUIRED

SITE PLAN REVIEW COMMITTEE - REPORT

13. Landscape Plan Review

	Y	N	
Landscape Plan provided?	☒	☐	
North point and scale?	☒	☐	- SEE NOTES
Topographic and final grading information (for planting/slope requirements)?	☐	☒	- SEE NOTES
Location, size, and surface of materials of all structures and parking areas?	☒	☐	
Location, size, and type of all utilities and structures (to avoid hazards)?	☐	☒	SEE NOTES
Location, type, size and quantity of proposed landscape materials?	☒	☐	
Location, size, common name of existing plant materials retained on site?	☒	☐	
Mature sizes of plant materials drawn to scale and called out?	☒	☐	
Location of all trees 10" caliper or larger, measured 10" above ground level?	☒	☐	
Location of all significant stands of trees on site?	☒	☐	
Documentation showing loading spaces and utilities adequately screened?	☒	☐	

Notes:

- SPECIFIED, BUT NORTH POINT + SCALE NOT PROVIDED - ACCEPTABLE
- NO TOPOGRAPHICAL INCLUDED - NO DIRT CONSTRUCTION PLANNED - ACCEPTABLE
- NO UTILITIES NOTED - ONE CALL MUST BE NOTIFIED. LOCATION/TYPE/ SIZE OF UTILITIES SHOULD BE CALLED OUT ON PLANS - ACCEPTABLE.

14. Landscape Design Elements

Landscape design elements (12 requirement in 167.17)	☒
Minimum tree coverage (167.18)	☒
New plant material (167.19)	☒
Maintenance (167.20)	☒

Notes:

SITE PLAN REVIEW COMMITTEE - REPORT

Recommendations:

N/A - NONE

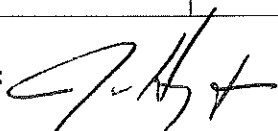
RECOMMENDED FOR COUNCIL APPROVAL

APPROVAL AND AUTHORITY TO PROCEED

The Site Plan Review Committee has conducted an administrative review of this project and is forwarding our recommendations to the City Council for approval.

Name	Title	Date
Steve Dymitsch	Utilities Superintendent	10-7-24
Shane Brown	Streets Superintendent	10-7-24

Zoning/Building Administrator:



Date:

10/07/24

IN ACCOUNT WITH
LYNCH DALLAS, P.C.
ATTORNEYS AT LAW
526 SECOND AVE SE
PO BOX 2457
CEDAR RAPIDS, IA 52406-2457
TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
FEDERAL ID 42-1378496

City of Anamosa

Page: 1
October 16, 2024
Account No: 10310-00400M
Statement No: 219582

Human Resources

Professional Services

		Hours	
09/13/2024	ALR Phone call with City Manager re employment matter (.3). Email with follow up items to City Manager (.1).	0.40	
	Current Services Rendered	0.40	74.00

	Recapitulation	Hours	Rate	Total
<u>Lawyer Hrs</u>				
AMY L REASNER		0.40	\$185.00	\$74.00

Total Current Services and Expenses	74.00
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Previous Balance	\$55.50
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Payments

09/27/2024	Payment on Account - Thank You	-55.50
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Balance Due	<u>\$74.00</u>
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**PLEASE MAKE CHECKS PAYABLE TO:
LYNCH DALLAS, PC.**

PAYMENTS RECEIVED AFTER STATEMENT DATE
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 ATTORNEYS AT LAW
 526 SECOND AVE SE
 PO BOX 2457
 CEDAR RAPIDS, IA 52406-2457
 TELEPHONE 319-365-9101 FACSIMILE 319-365-9512
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City of Anamosa	Page: 1	October 16, 2024
	Account No:	10310-00200M
	Statement No:	219581

General Matters

Professional Services

		Hours	
09/09/2024	PJO Attended closed session with Mayor and Council (.7).	0.70	
09/23/2024	PJO Worked on draft declaratory judgment action (1.2).	1.20	
09/24/2024	PJO Draft email to City Administrator re: plan of action on declaratory judgment action (.2). Worked on declaratory judgment petition draft and demand letter (1.1).	1.30	
09/26/2024	PJO Attention to response from City Administrator regarding military bridge course of action, draft response re: engineer's report (.1). Worked on draft declaratory judgment action, conducted legal research on same, cause of action (1.1). Attention to expert report, draft response (.1). Continued work on pleading and demand letter (.3).	1.60	
10/01/2024	DMM Review correspondence from Chief re: barrier agreement, review agreement and draft response (.2).	0.20	
10/01/2024	PJO Attention to email from City Administrator regarding eminent domain matter, draft proposed letter to citizens, advice (.9).	0.90	
	Current Services Rendered	5.90	1,091.50

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DANIEL M MORGAN	0.20	\$185.00	\$37.00
PATRICK J OCONNELL	5.70	185.00	1,054.50

Total Current Services and Expenses	1,091.50
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Previous Balance	\$571.34
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Payments

09/27/2024	Payment on Account - Thank You		-571.34
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City of Anamosa

General Matters

Page: 2

October 16, 2024

Account No: 10310-00200M

Statement No: 219581

Balance Due

\$1,091.50

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City of Anamosa

Page: 1
October 16, 2024
Account No: 10310-00500M
Statement No: 219583

Real Estate

Professional Services

		Hours	
10/03/2024	PJO Attention to sanitary sewer easement agreement, language to be added, notes to file (.3).	0.30	
	Current Services Rendered	0.30	55.50

	Recapitulation	Hours	Rate	Total
<u>Lawyer Hrs</u>				
PATRICK J OCONNELL		0.30	\$185.00	\$55.50

Total Current Services and Expenses	55.50
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Previous Balance	\$37.00
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Payments

09/27/2024	Payment on Account - Thank You	-37.00
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Balance Due	<u>\$55.50</u>
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City of Anamosa

Page: 1
October 16, 2024
Account No: 10310-00800M
Statement No: 219584

Prosecution

Professional Services

		Hours	
09/11/2024	DMM Review citations and calls for service on dual dog at large matters (.1).	0.10	
09/13/2024	DMM Follow-up with city on unlawful burning citation (.2).	0.20	
09/16/2024	DMM Review new dog at large citation, exchange follow-up with PD and brief review of body camera (.3).	0.30	
09/17/2024	DMM Finalize exhibits and prepare for hearing re: illegal burning set for trial on 9/18/24 (.5).	0.50	
09/17/2024	JLS Prepare and file Exhibit List and exhibits for trial re illegal burning citation ANCISC011868; Prepare exhibit packets re same (.3).	0.30	
09/18/2024	DMM Final preparation for 9/18/24 illegal burning trial (.2). Travel to Anamosa (.6). Meet with officer and negotiate with defendant and plea hearing (.5). Travel from Anamosa (.6).	1.90	
09/19/2024	DMM Review correspondence from Police Department Admin on judgement collection and draft response (.2). Review new dog at large and rabies violation citations (.2).	0.40	
10/07/2024	DMM Review rabies citation and removal order re: dog bit case from September with notice issued 10/6/27 (.2).	0.20	
10/08/2024	DMM Follow-up on correspondence from police department re: rabies violation and pull old file (.2).	0.20	
10/09/2024	DMM Review correspondence from City re: vicious dog appeal, review Code and draft response (.2).	0.20	
	Current Services Rendered	4.30	777.50

Recapitulation

Lawyer Hrs	Hours	Rate	Total
DANIEL M MORGAN	4.00	\$185.00	\$740.00

City of Anamosa

Prosecution

Page: 2

October 16, 2024

Account No: 10310-00800M

Statement No: 219584

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JAMIE L SHARAR (Legal Assistant)	0.30	125.00	37.50

Expenses

10/09/2024	Mileage - Dan Morgan to/from on 9/18/24	34.84
	Total Expenses	34.84
	Total Current Services and Expenses	812.34
	Previous Balance	\$259.00

Payments

09/27/2024	Payment on Account - Thank You	-259.00
	Balance Due	<u>\$812.34</u>

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City of Anamosa

Page: 1
October 16, 2024
Account No: 10310-00900M
Statement No: 219585

Nuisance/Enforcement

Professional Services

		Hours	
09/20/2024	DMM Listen to voicemail from City Hall re: 122 S Garnavillo and return call to City Administrator (.4).	0.40	
09/24/2024	DMM Review correspondence from Chief re: 122 S Garnavillo and draft detailed response (.3). Review follow-up from Chief and draft reply re: 122 S Garnavillo (.2).	0.50	
09/25/2024	DMM Review correspondence from Chief re: 122 S Garnavillo and draft response (.1).	0.10	
09/26/2024	DMM Review email from chief (.2). Draft follow-up and draft liability waiver for 122 S Garnavillo (.4).	0.60	
	Current Services Rendered	1.60	296.00

Recapitulation

<u>Lawyer Hrs</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
DANIEL M MORGAN	1.60	\$185.00	\$296.00

Total Current Services and Expenses 296.00

Previous Balance \$425.50

Payments

09/27/2024 Payment on Account - Thank You -425.50

Balance Due \$296.00

City of Anamosa

Nuisance/Enforcement

Page: 2

October 16, 2024

Account No: 10310-00900M

Statement No: 219585

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CHECK OR RETURN A COPY OF YOUR BILL.



EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

Invoice

Date	Invoice #
9/30/2024	10784

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 1	1,000.00	1,000.00
Please remit payment within 30 days.		Total	\$1,000.00