



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, February 22, 2021 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER (VIA ZOOM)
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link

<https://us02web.zoom.us/j/82210256567>

Meeting ID: 822 1025 6567

Passcode: Anamosa

Join by Telephone

+1 312 626 6799

Meeting ID: 822 1025 6567

Passcode 0169005

If you wish to address the City Council, please use the “raise your hand” feature or comment indicating such. Once the Mayor has opened the issue for public comment, you will be called on and your microphone will be turned on. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.

1.0) ROLL CALL

2.0) PLEDGE OF ALLEGIANCE

3.0) APPROVAL OF AGENDA

4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

4.1) February 8, 2021 – Regular City Council Meeting

5.0) PUBLIC HEARINGS:

5.1) PUBLIC HEARING ON PROPOSED MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2022

- A) MAYOR OPENS PUBLIC HEARING
- B) PROCEEDINGS
- C) MOTION TO CLOSE THE PUBLIC HEARING

5.2) RESOLUTION 2021-07 APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2022. ROLL VOTE.

6.0) PROCLAMATIONS: NONE

7.0) OLD BUSINESS:

7.1) RESOLUTION 2021-08 AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME. ROLL VOTE.

7.2) PRESENTATION OF MONTHLY PROJECT REPORT FROM SNYDER & ASSOCIATES (Lindsay Beaman)

7.3) DISCUSSION AND POSSIBLE ACTION ON ENGINEERING AGREEMENT WITH H.R. GREEN FOR SYCAMORE STREET PROJECT (Andrew Marsh)

- 7.4) **DISCUSSION** AND POSSIBLE ACTION ON DUMP TRUCK PURCHASE AGREEMENT. (Shane Brown, Street Superintendent)

8.0) NEW BUSINESS

- 8.1) **DISCUSSION** AND POSSIBLE ACTION ON DRAFTING AN ORDINANCE AMENDING PARKING TO ONESIDE ON WEST WALNUT BETWEEN IOWA AND LOCUST STREETS. (Shane Brown, Street Superintendent)
- 8.2) **REVIEW** AND APPROVAL OF LIQUOR LICENSE OWNERSHIP UPDATE FOR CASEY'S GENERAL STORES #2690 AND # 2908
- 8.3) **REVIEW** AND APPROVAL OF LIQUOR LICENSE RENEWAL FOR WALMART
- 8.4) **REVIEW** AND APPROVAL OF THE JANUARY 2021 TREASURER'S REPORT
- 8.5) **REVIEW** AND APPROVAL OF CURRENT BILLS

9.0) CITY ADMINISTRATOR'S REPORT:

10.0) MAYOR AND COUNCIL REPORTS:

- 10.1) MAYOR'S REPORT
- 10.2) COUNCIL REPORTS

11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

12.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS

February 8, 2021

The City Council of the City of Anamosa met in Regular Session February 8, 2021 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: John Machart, Rich Crump (via Zoom), Jeff Stout (via Zoom), Kay Smith, Alan Zumbach, and Galen Capron. Absent: none. Also present were Beth Brincks, City Administrator/Clerk; Rebecca Vernon, Library Director and Jeremiah Hoyt, Police Chief. Due to the restrictions on public gatherings, the public utilized Zoom to participate in the meeting from their homes. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

Mayor Rod Smith called the meeting to order at 6:00 p.m. Roll call was taken with a quorum present. All votes will be called as roll votes.

Pledge of Allegiance.

Director Vernon gave some brief instructions on use of Zoom and how to participate in the meeting.

Motion by Smith, second by Stout to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Machart, second by Zumbach to approve the minutes of the January 26, 2021 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to approve the minutes of the February 1, 2021 Budget Work Session. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Smith to approve Resolution 2021-04 awarding General Obligation Corporate Purpose Bonds, Series 2021. Maggie Burger, Speer Financial presented the results of the bid and the winning interest rate of 0.9553% received from UMB Bank of Kansas City, Missouri. Roll vote. Ayes: Capron, Stout, Crump, Smith, Machart, and Zumbach. Nays: none. Motion carried.

Jackie Schneiter, Schneiter Weers Insurance, presented the City with a dividend check from IAMU in the amount of \$16,913.88. She also gave an overview of insurance policies and loss prevention efforts.

The City Council heard requests from outside agencies for funding for the FY22 Budget year. The following requested funds: Grant Wood Art Gallery \$4,800, Jones County Extension-Summer Camp \$500, Jones County Senior Center \$5,100, Jones County Economic Development \$15,000, Jones County Jets \$1,500, Jones County Safe and Healthy Youth \$3,000, Keep Iowa Beautiful – Hometown Pride \$2,500, Jones County Tourism \$12,500 and per capita of \$1,276, Anamosa Chamber of Commerce \$12,500.

Motion by Smith, second by Crump to approve Resolution 2021-05 appropriating funds to outside agencies for Fiscal Year 2022 in the amount of \$78,676. Roll vote. Ayes: Smith, Machart, Capron, Stout, Crump, and Zumbach. Nays: none. Motion carried.

Motion by Crump, second by Stout to approve the request from Forge, Inc. for LMI funds in the amount of \$20,000 contingent on a \$25,000 grant being received from East Central Iowa Housing Trust Fund for down payment assistance for one housing unit in Meadow Ridge Addition. Ayes: Crump, Machart, Zumbach, Stout, and Capron. Nays: Smith.

Motion by Smith, second by Machart to approve Resolution 2021-06 setting the date of February 22, 2021 for the public hearing on the Proposed Property Tax Levy for Fiscal Year Ending June 30, 2022. Roll Vote. Ayes: Crump, Smith, Machart, Capron, and Zumbach. Nays: none. Absent: Stout. Motion carried.

Motion by Zumbach, to approve the current bills, second by Crump. Ayes: all. Nays: none. Absent: Stout. Motion carried.

City Administrators Report: Brincks reported that accounting software project is preparing to go live in June. The annual audit has been postponed until the week of March 8, 2021.

Mayor and Council Reports: The Mayor reminded everyone of the Valentine's Day Gala to the Grant Wood Gallery. Tickets are available through the Chamber and proceeds go to the fund to purchase the American Gothic Statue.

Stout reported that the Park Board discussed LED lighting, prison labor for the upcoming summer, and various projects.

Machart reported that Emergency Management discussed their budget. They have distributed 500 doses of vaccine for the school. They are expecting vaccine for people 65 and over next.

There were no Public comments for items not on the agenda.

Motion by Machart, second by Zumbach to adjourn. Ayes: all. Nays: none. Motion Carried. Meeting adjourned at 7:29 pm.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF ANAMOSA - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/22/2021 **Meeting Time:** 06:00 PM **Meeting Location:** Anamosa Library, 600 East 1st Street, Anamosa, IA and via Zoom

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.anamosa-iowa.org

City Telephone Number
(319) 462-6055 ext: 302

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	138,839,036	136,814,080	136,814,080	
Tax Levies:				
Regular General	1,124,596	1,124,596	1,108,194	
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0		
Opr & Maint of City-Owned Civic Center	18,743	18,743	18,470	
Planning a Sanitary Disposal Project	0	0		
Liability, Property & Self-Insurance Costs	234,000	234,000	264,180	
Support of Local Emer. Mgmt. Commission	0	0		
Emergency	37,487	37,487	36,940	
Police & Fire Retirement	0	0		
FICA & IPERS	228,629	228,629	214,973	
Other Employee Benefits	303,000	303,000	303,698	
Total Tax Levy	1,946,455	1,946,455	1,946,455	0
Tax Rate	14.01951	14.22701	14.22701	

Explanation of significant increases in the budget:

Increases in wages to keep up with the market, increases in property and liability insurance, and ongoing facility maintenance costs that have been deferred due to the limitations on taxing authority.

If applicable, the above notice also available online at:

www.anamosa-iowa.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION NO. 2021-07

RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2022

WHEREAS, the City Council of the City of Anamosa has considered the proposed fiscal year 2022 maximum property tax dollars for the affected levy total, and

WHEREAS, a public notice of said public hearing is required to be published in the designated local paper no less than ten (10) and no more than twenty (20) days prior to the public hearing, and

WHEREAS, a public hearing concerning the proposed maximum property tax dollars was held on Monday, February 22, 2021,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANAMOSA, IOWA, that the maximum property tax levy for the affected tax levies, not including voted general fund levies, debt service levy, or capital improvement reserve levy, for fiscal year 2022 shall not exceed \$14.22701 per one thousand dollars in valuation or \$1,946,455 in property tax dollars. The maximum property tax dollars requested for fiscal year 2022 represents a 0% increase over the 2021 fiscal year.

Councilmember _____ introduced the foregoing **Resolution No. 2021-07** and moved for its adoption. Councilmember _____ seconded the motion to adopt. The roll was called and the following indicates the result of the vote.

COUNCILMEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 22nd day of February, 2021.

Rod Smith, Mayor

ATTEST:

Beth Brincks, City Clerk

RESOLUTION NO. 2021-08

Resolution authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2021, and providing for the levy of taxes to pay the same

WHEREAS, the City of Anamosa (the “City”), in Jones County, State of Iowa has heretofore proposed to enter into a loan agreement (the “Loan Agreement #1”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$250,000 for the purpose of paying the costs, to that extent, of funding economic development grants for downtown property improvements (the “Property Improvements Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Loan Agreement #2”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping municipal police facilities (the “Police Station Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Loan Agreement #3”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of constructing, furnishing and equipping municipal fire protection facilities (the “Fire Station Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action including notice of the right to petition for an election, and has held a hearing thereon, and as of December 14, 2020, no petition had been filed with the City asking that the question of entering into the Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$100,000 for the purpose of paying the costs, to that extent, of planning, designing and constructing street and highway improvements (the “Essential Purpose Project,” and together with the Property Improvements Project, the Police Station Project, and the Fire Station Project, the “Projects”), and has published notice of the proposed action and has held a hearing thereon on December 14, 2020; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council has combined Loan Agreement #1, Loan Agreement #2, Loan Agreement #3 and the Essential Purpose Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the “Financial Advisor”), as municipal financial advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of UMB Bank, n.a., Kansas City, Missouri (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the “Sale Agreement”) with respect to the Loan Agreement and the Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,750,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$1,750,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated March 9, 2021, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2022	\$120,000	1.00%	2028	\$150,000	1.00%
2023	\$135,000	1.00%	2029	\$150,000	1.00%
2024	\$135,000	1.00%	2030	\$155,000	1.00%
2025	\$140,000	1.00%	2031	\$155,000	1.00%

2026	\$140,000	1.00%	2032	\$160,000	1.10%
2027	\$145,000	1.00%	2033	\$165,000	1.20%

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2033, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose

signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect

such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA
JONES COUNTY
CITY OF ANAMOSA**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021

No. _____			\$ _____
RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	March 9, 2021	032699 ____

The City of Anamosa (the “City”), in Jones County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of March 9, 2021 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of: (1) funding economic development grants for downtown property improvements; (2) constructing, furnishing and equipping municipal police facilities; (3) constructing, furnishing and equipping municipal fire protection facilities; and (4) planning, designing and constructing street and highway improvements.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on February 22, 2021, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2033, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Anamosa, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 9, 2021.

CITY OF ANAMOSA, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (March 9, 2021)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.

West Des Moines, Iowa

Registrar

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA

(Custodian)

As Custodian for

(Minor)

under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$1,771,197.15), including original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$10,473.75) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$1,734,158.40) (the "Project Proceeds") received from the sale of the Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$26,565) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$142,088;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$151,790;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$150,440;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$154,090;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$152,690;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$156,290;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$159,840;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$158,340;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$161,840;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$160,290;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$163,740; and

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$166,980.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jones County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for

federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 22, 2021.

Mayor

Attest:

City Clerk

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Anamosa, Iowa (the “Issuer”), in connection with the issuance of \$1,750,000 General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”), dated March 9, 2021. The Bonds are being issued pursuant to a resolution of the Issuer approved on February 22, 2021 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2019-2020 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the

effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

NONE

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: March 9, 2021

CITY OF ANAMOSA, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of March 9, 2021 by and between the City of Anamosa, Iowa (the "City"), and UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$1,750,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2021 in the aggregate principal amount of \$1,750,000 (the "Bonds").

2. The City has adopted a resolution on February 22, 2021 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated March 9, 2021, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ANAMOSA, IOWA

By _____
Mayor

Attest:

City Clerk

UMB BANK, N.A.
Kansas City, Missouri

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this March 9, 2021 (the “Dated Date”) by and between the City of Anamosa, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$1,750,000 General Obligation Corporate Purpose Bonds, Series 2021 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document,

and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond

certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the

exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Anamosa, Iowa Attn: City Clerk City Hall 107 South Ford Street Anamosa, Iowa 52205
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF ANAMOSA, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Memorandum

To: City of Anamosa

From: Snyder & Associates

RE: Engineers' Report

Date: February 22, 2021

CITY PROJECTS

WWTP Flow Equalization Basin

On hold until additional information on existing easements and subsurface utility locations can be provided by Alliant & ITC on the property the City is working to purchase. We have provided information to ITC on a potential location of the basin and are waiting for them to provide information on their easements and subsurface utilities.

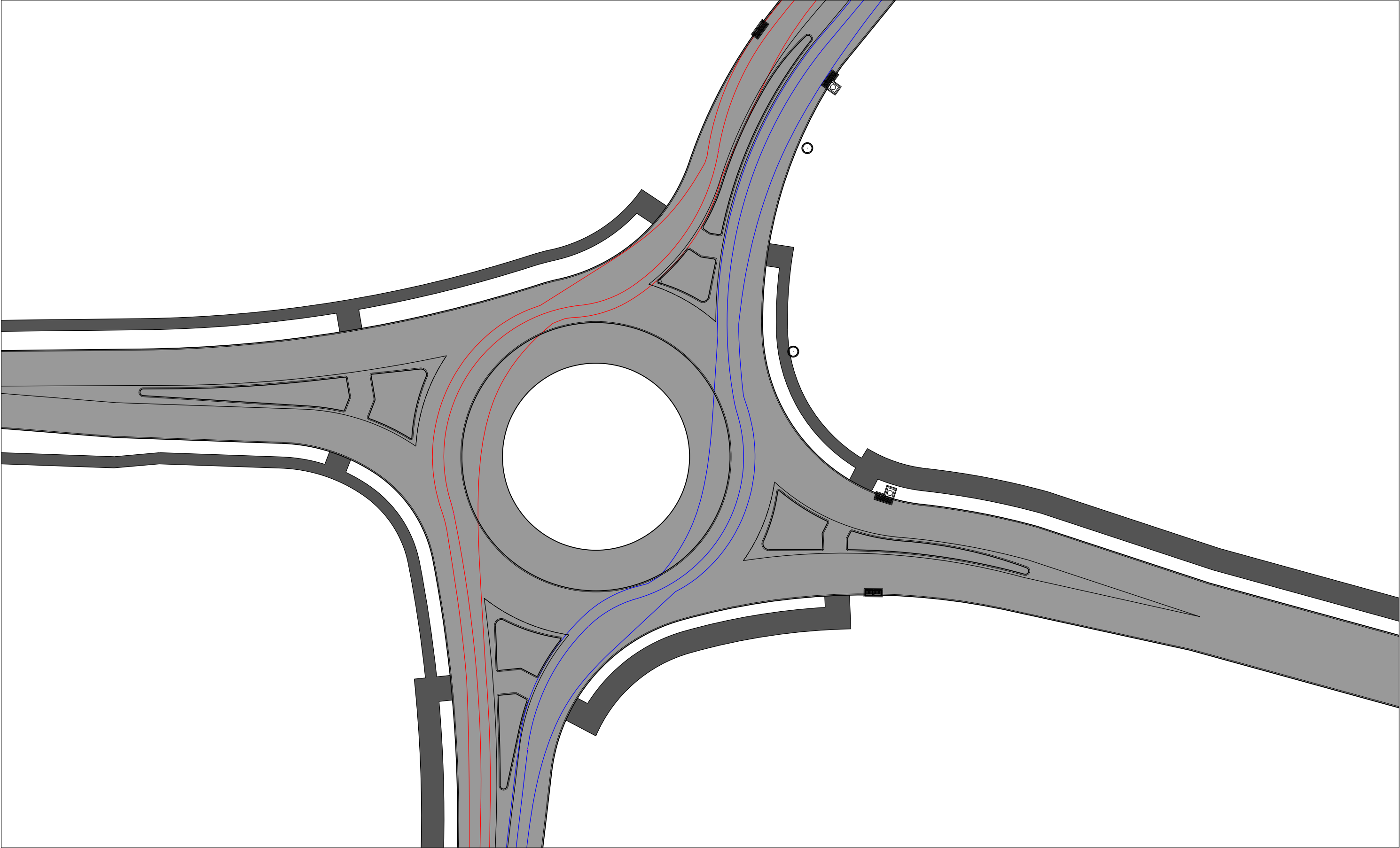
2nd Street Lift Station – Phase 2

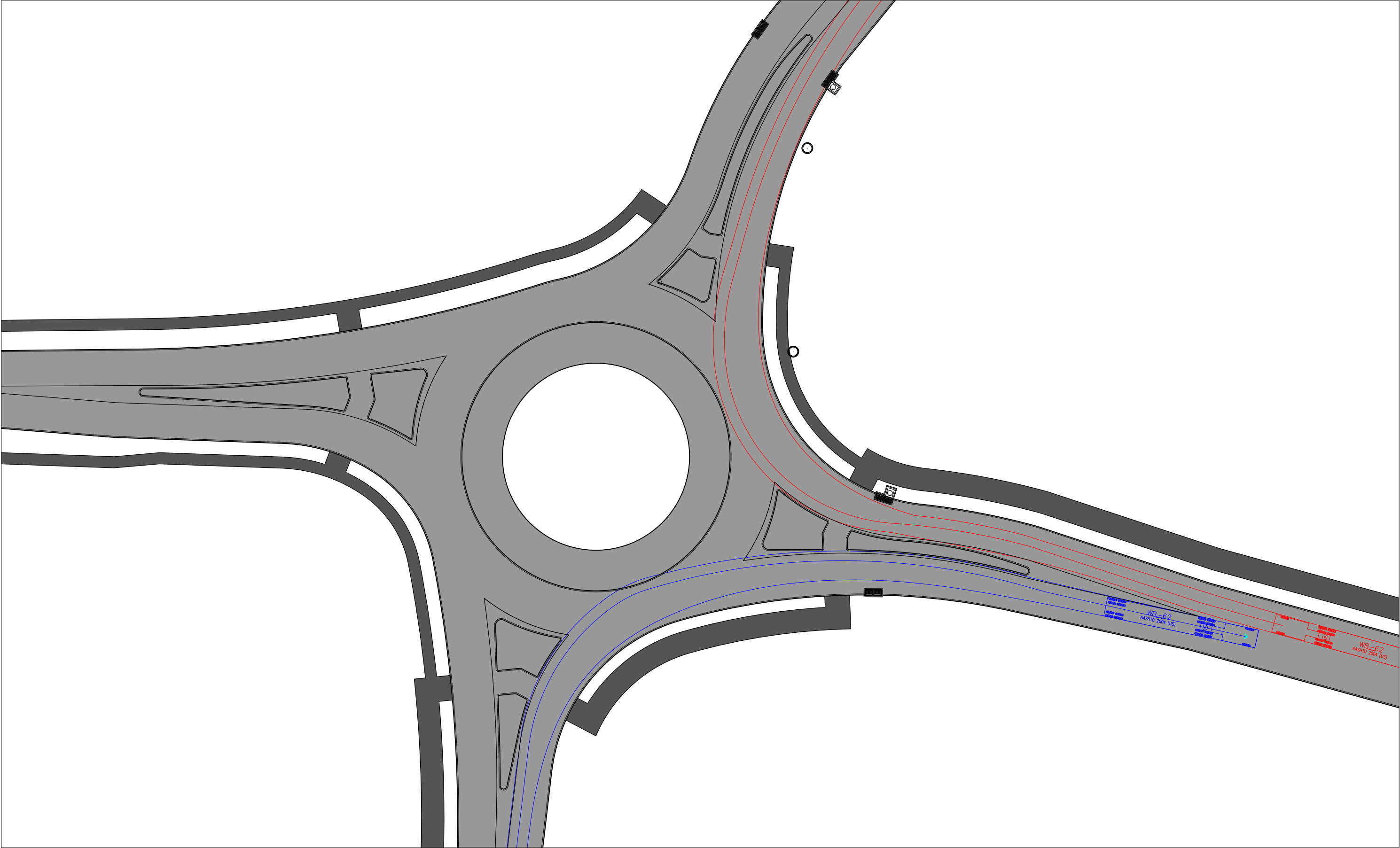
A new work record request was sent to the DNR and a new DNR project manager has been assigned. We are working with them to schedule a project initiation meeting to discuss the project and what the DNR requirements are going to be in order to proceed with this project.

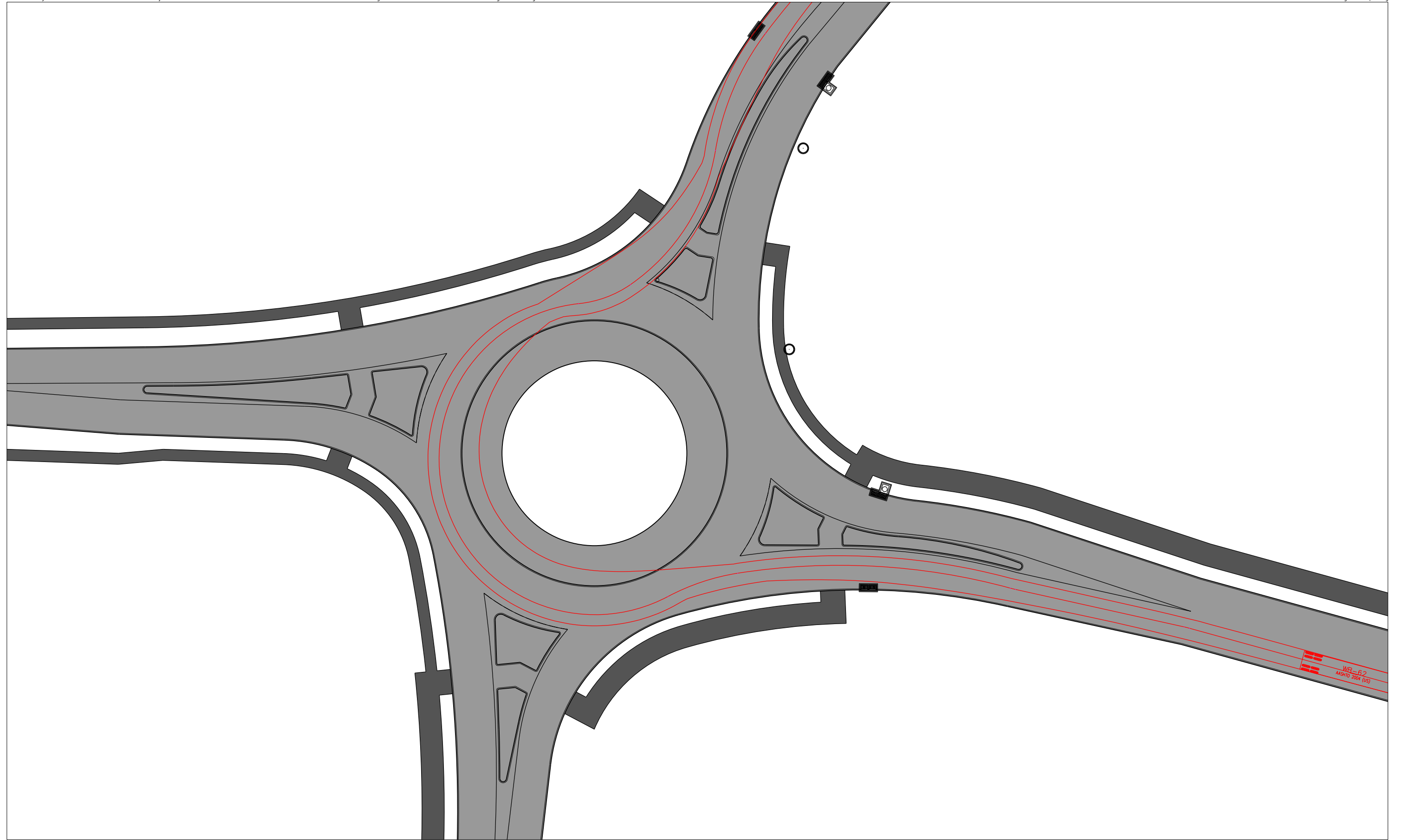
US 151 Grade Separation and Roundabout

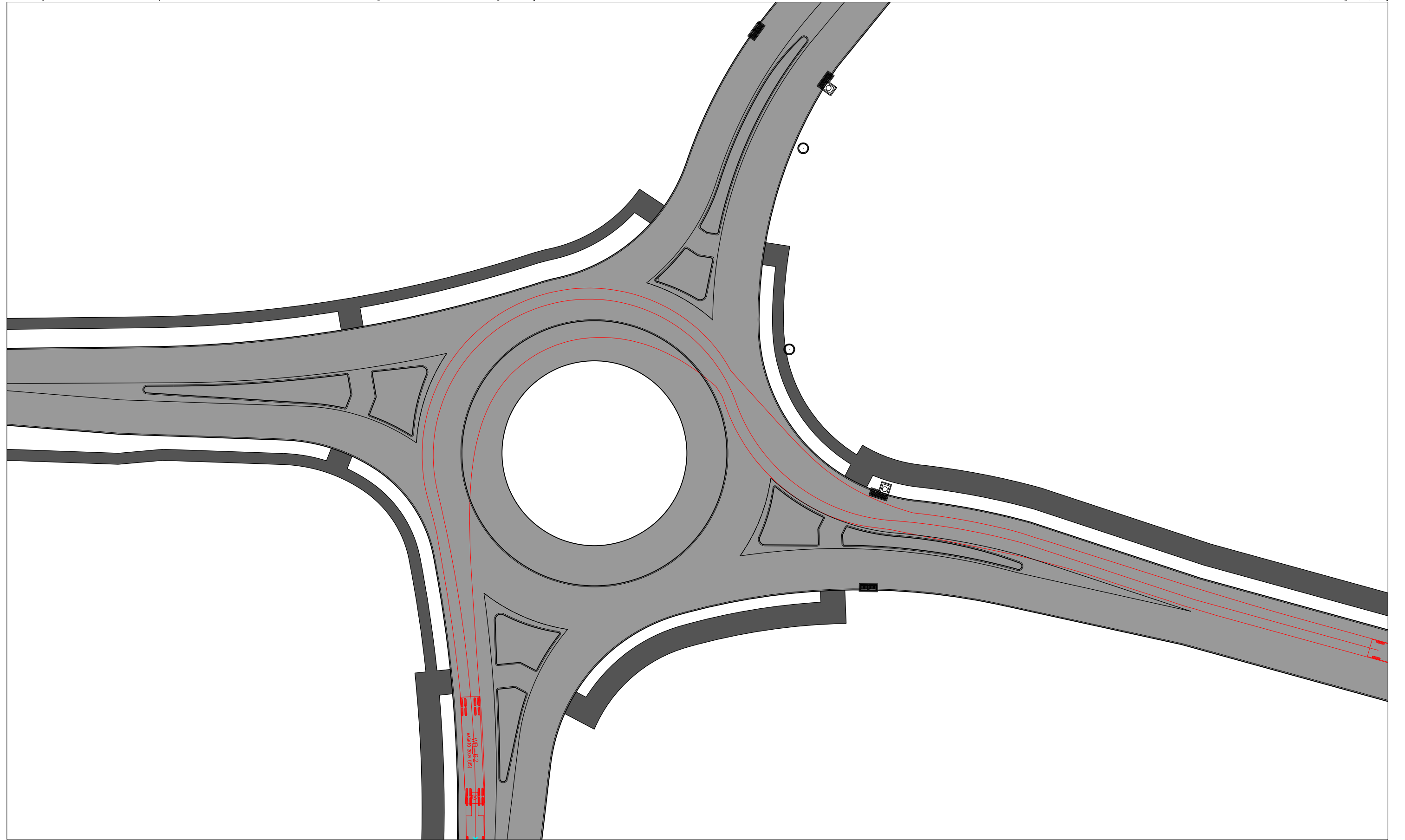
We are continuing to work through the preliminary design of Stage 1 of the project as per council direction. Stage 1 includes the extension of Old Dubuque Rd north to the existing Parham Dr, construction of the single-lane roundabout at the intersection of Old Dubuque Rd and the future east-west roadway, and earthwork relating to the west side of the bridge. The remaining portions of the overall project are to be designed and constructed following Stage 1 pending council direction.

The attached supplemental exhibits illustrate truck turning movements through the single-lane roundabout based on assumed truck routes accessing from the north, east and south. Truck movements were evaluated to the west but are not shown on the attached exhibits as we do not anticipate trucks accessing this area. The truck movements were determined using a semi-truck with a 48-ft trailer. The roundabout was then sized to allow trucks to navigate with overtopping the curbs. A larger, 53-ft trailer, may be evaluated if desired but will increase the size of the roundabout which then increases the overall cost of the project. We will continue with the design based on the 48-ft trailer unless we receive further direction.











PROFESSIONAL SERVICES AGREEMENT

For

Anamosa, IA – Sycamore Street from Davis and Williams

City of Anamosa, IA
107 S Ford Street
Anamosa, IA 52205
(319) 462-6055

HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
Project #201647

February 15, 2021

TABLE OF CONTENTS

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



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

1.0 Project Understanding

1.1 General Understanding

The project is described as design and construction administration services for the reconstruction of Sycamore Street, from Davis to Williams in Anamosa, Iowa. The intent is for this project to be a City of Anamosa local bid, with the City providing some of the work including, but not limited to, removals, excavation, and traffic control. The work to be completed by the Consultant under this agreement shall encompass and include detail work, services, materials, equipment and supplies necessary to perform project management and administration; roadway design (grading and paving); topographic survey; Public Involvement; bid phase services; and preparing permit applications. This agreement also encompasses construction phase services including construction administration during the construction of the project.

1.2 Design Criteria/Assumptions

2.0 Scope of Services

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

The specific services to be provided are described in the following pages.

I. BACKGROUND

This scope of work involves design and construction engineering services for Sycamore Street from Davis to Williams.

The Consultant Team will provide the following services:

HR Green, Inc. (Consultant)

- Project Management and Administration
- Roadway Design
- Public Involvement
- Bid Phase Services
- Construction Administration

Vobr Niemeyer, LLC. (VN)

- Topographic Survey
- Easements

II. DETAILED WORK TASKS

Task A – Project Management and Administration

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

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

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

A.2 Coordination with Project Stakeholders

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

- Two (2) design meetings with the Client's staff are anticipated in this scope of services. It is assumed two (2) staff members of the Consultant will participate in the meetings. The following Design Meetings are included:
 - Preliminary Design (60%)
 - Final Design – Check Plan (95%)
- Attendance at two (2) City Council meetings is anticipated in this scope of services. It is assumed one (1) staff member of the Consultant will participate in the meetings. The following City Council meetings are included:
 - Public Hearing and Approval of Final Plans for Letting
 - Construction Contract Award
- Other meetings are described under the specific work tasks.

A.3 Project Monitoring and Progress Reports

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period,
- Activities planned for the following period,
- Problems encountered and recommended solutions, and
- Overall status.

It is assumed two (2) reports will be prepared for this contract. This task includes reviewing the project schedule, budget and status with senior management at two (2) month intervals.

A.4 Sub-Consultant Management

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

A.5 Quality Control Plan

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

A.6 Project Management

The project manager for the Consultant will be responsible for general coordination with the Client regarding project activities, meetings, invoicing, and deliverables. This task includes interoffice administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

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

Task B – Public Involvement

B.1 Public Information Meeting

The Consultant will conduct one (1) public informational meeting that will be attended by two (2) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the property Clients and a discussion of the conceptual plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. This task includes preparation of display materials and hand out information. The Client will be responsible for reserving an appropriate meeting facility and notifying the surrounding property Clients of the meeting. Also includes reviewing the results of the meeting with the Client's staff and others.

B.2 Utility Coordination

The Consultant will coordinate with representatives of the various utility companies with facilities in the project corridor.

Task C –Topographic Survey and Easement Design

The Topographic Survey and Easement Design will be completed by Vobr Niemeyer, LLC. Services will include:

C.1 Horizontal and Vertical Control

- **Research Existing Control** – Review survey records of the Client, Consultant and other appropriate agencies for record data on existing control surveys in the vicinity of the project.
- **Locate As-built Control** – Make diligent efforts to locate as-built P.I.'s as shown on the as-built plans. Also includes, for the purposes of this Scope of Services, locating right of way lines and some existing slab locations. Side road locations will generally run for 100 feet off the corridor. Scope does not include determining individual property lines for every parcel.
- **Control Survey** – VN will establish any additional horizontal and vertical control required for the project. Each permanent control point or benchmark shall have horizontal coordinates and elevation, recovery information and monument description. Horizontal control shall have a sketch showing ties to at least three natural or

manmade objects. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded.

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

C.2 Design Survey

- **Topographic Survey** – Task includes topographic survey required to supplement the photogrammetrically produced topographic mapping. The topographic survey will be performed to locate features such as: roadway centerline, edge of pavement, paved drives, culverts, storm intakes, manholes, signs, utility valves, telephone pedestals, located utilities, and other elements of pertinence within the project area. Data along linear features to be obtained at 50-foot intervals.
- **Utility Survey** – Through the Iowa One-Call program, utility Clients will be contacted through the Design Information Request process. Utility Client/operators will be requested to provide maps and drawings of the underground facilities in the final design project area. Field locates will be requested of the utility Client/operators through the Design Locate Request process for any utility requiring more specific information. Coordinates and elevations (when possible) will be obtained for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility Client.
- **Photogrammetry** – This contract assumes the use of existing Owner aerial photography and planimetric files and that no additional control for photogrammetry will be required.
- **Digital Terrain Model** – Develop a Digital Terrain Model using a combination of photogrammetry and field surveyed topographic data. Create two-dimensional planimetric, three-dimensional contour, three-dimensional DTM files.

C.3 Boundary Survey

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

C.4 Preserving/Setting Property Corners

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

C.5 Easements

- **Easement Identification and Delineation** – Easements, as listed in the title certificates, will be identified and delineated on the base mapping. "Blanket"

easements (easements described as distances right or left of a utility) will be described by a note giving the total width and Client of the easement. Utility easements include utility (water, sanitary sewer, telephone, electric, gas and fiber optic) and drainage easements.

- **Preparation of Easement Plats and Legal Descriptions** – The level of detail for this task shall be according to the requirements of Iowa Code. This task consists of determining the final easement needs for the project required from the various abutting properties. Individual easement plats will be prepared for each parcel with permanent takings and temporary easement descriptions will be prepared for each temporary easement taking. The plats and legal descriptions shall comply with the requirements of the Iowa Code. For the purpose of this agreement, the number of temporary easement descriptions is 1. Acquisition of the required temporary easement shall be by the Client.

Task D – Geotechnical Analysis and Design

The Geotechnical Analysis and Design will not be required for this project.

Task E – Preliminary Design – 60% Plan Preparation

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

E.1 Title Sheet (A sheet)

The title sheet will include the following: Index of Sheets, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation.

E.2 Typical Sections and Details (B sheets)

Typical sections for each roadway segment and other various detail as needed.

E.3 Estimate of Quantities (C Sheets)

Determine bid items to be included in the project, along with their appropriate tabulations.

E.4 Plan and Profile (D Sheets)

Plan and profiles for proposed roadway improvements. Includes base mapping, proposed roadway alignments, slope intercepts, proposed drainage structures, existing right-of-way/easements, drive entrances, side road intersections, intersecting angles and station equation between mainline and side road reference line will also be shown. Profiles will show proposed elevations, grades, vertical curve length and “K” value, elevations for PVC, PVI, and PVT.

Assumptions:

- The existing roadway will be narrowed to match street widths to the east. The existing surface will be milled and overlaid. The sidewalk on the north side will be pulled to the south to meet ADA standards at the intersection. A retaining wall will be necessary to tie back grades within the public right of way.

E.5 Reference Ties and Bench Marks (G sheets)

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

E.6 Right-of-Way and Easements (H sheets)

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

E.7 Staging and Traffic Control (J sheets)

Develop a preliminary traffic control and detour plan to indicate how traffic will be maintained during construction. The plan will include provisions for the detour of through traffic as needed during construction. The traffic control devices, procedures, and layouts shall be as per the current Manual on Uniform Traffic Control Devices (MUTCD).

Assumptions:

It is assumed that through traffic will be detoured as part of the project.

E.8 Intersections and Mainline Geometrics (L sheets)

Develop preliminary plan for the geometric layouts for each intersection. Basic horizontal information will be presented showing radii to accommodate design vehicle turning movements as analyzed in AutoTurn. Also included will be the identification of jointing layouts, joint types, and geometric layouts for all non-typical pavement areas.

Areas where special transitions are required to maintain positive drainage along the mainline paving will also be prepared.

E.9 Pavement Markings and Traffic Signing (N sheets)

- Develop pavement marking and traffic signing plans. The layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

E.10 Site Grading and SWPPP (RC, RR and RU sheets)

Development of grading and erosion control plans. Includes determining the location, type, and amount of erosion control required during construction and development of a stormwater pollution prevention plan. Plans will include areas of disturbed acreage for stabilization/crop seeding quantities that will later be added to plan quantities.

E.12 Tabulation of Earthwork Quantities (T sheets)

Develop preliminary earthwork quantities and create plan sheets showing the applicable tabulations.

E.13 Roadway Cross Sections (W sheets)

Consists of the design and drafting associated with the assembly of preliminary cross sections to illustrate typical conditions, and non-typical conditions as needed for guidance during design, review and quantity estimating purposes. The cross sections will show the existing ground elevations as well as the project grading, including foreslope and backslope information, pavement replacement, and other pertinent information. Mainline

cross sections will generally be developed at 50 foot intervals, side roads, driveways and terrain breaks.

E.14 Preliminary Opinion of Probable Cost

Prepare a preliminary Opinion of Probable Construction Cost. Preliminary construction cost opinions shall be based on preliminary estimated quantities for major construction items. Detailed quantity takeoffs will not be developed for the preliminary construction cost opinion. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. Construction cost opinions will be submitted with the Preliminary Plans.

E.15 Quality Check

Involve ongoing quality control input from the Client and the Consultant's senior technical staff throughout the development of preliminary plans and documents. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set. The Consultant's senior staff will also review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task F - Final Design – Check and Final Plan Preparation

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

F.1 Title Sheet (A Sheet)

This item consists of finalizing the title sheet. The title sheet will include the following: Index of Sheets, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation.

F.2 Typical Sections and Details (B sheets)

This item consists of final design and drafting of typical cross sections and typical details to be utilized for the improvements.

F.3 Estimate of Quantities and Tabulations (C Sheets)

This item consists of final bid items to be included in the Project as well as final quantity tabulations and the development of the general notes and estimate reference information. This item also includes the final tabulation of various elements to be provided on the Project.

F.4 Plan and Profile (D Sheets)

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

F.5 Reference Ties and Bench Marks (G sheets)

This item consists of final design and drafting of the reference ties and benchmark plan sheets.

F.6 Right-of-Way and Easements (H sheets)

This item consists of final design and drafting of the right-of-way and easement plans.

F.7 Staging and Traffic Control (J sheets)

This item consists of final design and drafting of the construction staging and traffic control plans.

F.8 Intersections and Mainline Geometrics (L sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas.

F.9 Pavement Markings and Traffic Signing (N sheets)

This item also consists of final design and drafting of the permanent traffic sign and pavement marking plans.

F.10 Site Grading and SWPPP (RC, RR and RU sheets)

This item consists of final design and drafting of site grading and SWPPP sheets consistent with NPDES General Permit #2 requirements, including three-stage erosion and sediment control plan and formal SWPPP document based on USEPA, Iowa DNR, and the Client's guidelines.

F.11 Tabulation of Earthwork Quantities (T sheets)

Complete final earthwork template quantities based on end-area analysis of the cross sections displayed in the W sheets. Cut and Fill end areas with volumes for each section and a summary, including any shrinkage factors, shall be included in the tabulation.

F.12 Roadway Cross Sections (W sheets)

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

F.13 Preparation of Project Manual

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

F.14 Opinion of Probable Cost

Prepare a Final Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost is intended for the use of the Client in Financing the Project. The cost opinion will be submitted with the Final Plans.

Task G – Bid Phase Services

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

G.1 Printing Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that sixty-five half-size (11"x17") plan sets and specifications will be duplicated and assembled for distribution. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

G.2 Notice of Project

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

G.3 Plan Clarification and Addenda

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

G.4 Letting, Bid Tabs, and Award Recommendation

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

Task H – Construction Administration

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

H.1 Pre-construction Meeting

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

H.2 Shop Drawings

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

all certificates of inspections, testing, and approvals required by law, rules, regulations, ordinances, codes, orders or the Plans.

H.3 Site Visits

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

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

H.4 Partial Pay Estimates

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

H.5 Plan Interpretation/Extra Work Orders

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

H.6 Final Inspection

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

H.7 Project Close-Out

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

- Check and cross reference all quantity measurements and calculations.
- Evidence of material inspection will be finalized.
- Collect and submit all survey books and traffic control diaries from the Contractor.
- Submit as-built plan sheets.

H.8 As-Built Plans

The Consultant will submit as-built plans in electronic PDF format, redlined with actual contract quantities used and locations placed.

3.0 Deliverables and Schedules Included in this Agreement

PROJECT SCHEDULE

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

Topographic Survey	Six (6) weeks from NTP
Preliminary Design – Preliminary Plans to Client	Eight (8) weeks from NTP
Client/County Review Period	Nine (9) weeks from NTP
Final Design – Check Plans to Client	Ten (10) weeks from NTP
Client/County Review Period	Eleven (11) weeks from NTP
Final Design – Final Plans to Client	Twelve (12) weeks from NTP
Letting/Award Phase	Sixteen (16) weeks from NTP
Begin Construction Period Services	Twenty (20) weeks from NTP
End Construction Period Services	Thirty-Six (36) weeks from NTP

The schedule assumes timely review of submittals by the Client.

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

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

4.0 Items not included in Agreement/Supplemental Services

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

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

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

5.0 Services by Others

Vobr Niemeyer, LLC shall provide topographic survey and easement services.

6.0 Client Responsibilities

CLIENT/CLIENT RESPONSIBILITIES

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

- Coordinate the appropriate resolutions, public hearings, and notices of intent.
- Prepare for and coordinate Condemnation proceedings.
- Participate in project design reviews and provide written comments.
- Provide available record drawings and other information on existing roadways, and utilities.
- Provide aerial photography, electronic files and control data.
- Provide legal, accounting and insurance counseling services as necessary for the project.
- Obtain real estate services for the acquisition of easement as needed for the project.
- Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1)



living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

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

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

Time and material basis with a Not to Exceed fee of \$36,000.00.



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.30 Construction Observation

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

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

8.31 Soliciting Employment



Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.32 DGPS Signal Accuracy

Regional RTN, local RTK, or Omnistar Data Service may be interrupted, or the validity of the data changed, by local conditions such as blockage by trees and buildings or radio interference. Published system accuracies are dependent on the CLIENT'S GPS receiver and CLIENT'S location. The Regional RTN, local RTK, or Omnistar Data Services coverage is approximate and when CLIENT intends to operate on the extremes of the published coverage area, CLIENT is advised to verify the anticipated Data Services performance with vendor prior to use.

8.33 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.

8.34 Data Access

COMPANY makes no warranties or guarantees concerning internet connections or access to data. COMPANY will make efforts to notify internet service provider if made aware of CLIENT connectivity issues. CLIENT GIS data consumed through COMPANY-developed web mapping applications will be inaccessible at times due to planned hardware and software maintenance and, on occasion, due to unexpected technical issues. COMPANY does NOT guarantee CLIENT access to GIS data at all times. COMPANY will endeavor to minimize periods of data inaccessibility while also providing regular database maintenance and updates to CLIENT web mapping applications during contract period. If CLIENT deems the functionality or availability of the COMPANY-developed web mapping applications and associated GIS data is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by COMPANY, at which point COMPANY will provide CLIENT with a copy of the data.

8.35 Data Backup and Recovery

COMPANY will create scheduled data backups for the purpose of recovering CLIENT data in the event of data corruption or loss. These measures are taken to safeguard the present state of the GIS data with no intention on the part of the COMPANY to maintain archival versions of the CLIENT GIS data for the purpose of preserving a historical record of CLIENT's GIS data. The backup schedule for the CLIENT GIS data will be concurrent with COMPANY's internal data backups. COMPANY administers the backup schedule in reference to industry practices and recommendations as well as COMPANY's internal operations, and as such, schedules may be adjusted and updated without notice. No point-in-time data recovery is available. CLIENT may not request adjustment to the COMPANY data backup schedule, and COMPANY shall not grant any such request. If CLIENT deems the backup schedule or availability to the database is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by COMPANY, at which point COMPANY will provide CLIENT with a copy of their data. If in the event that the CLIENT data needs to be recovered from a backup, COMPANY reserves the right to charge then-current time and materials charges to CLIENT for both the recovery and any rework to get the data back to a current, workable state. If in the event that none of the backups are able to restore CLIENT's database, CLIENT's sole remedy will be to discontinue using the service provided by the COMPANY or pay then-current time and materials charges to COMPANY to re-collect the necessary information and re-load the database.

8.37 Municipal Advisor

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



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

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

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, reading 'Casey R. Patton'.

Casey R. Patton, PE

Approved by:

A handwritten signature in blue ink, reading 'Andrew Marsh'.

Printed/Typed Name: Andrew Marsh, PE

Title: Vice President

Date:

02/15/2021

CITY OF ANAMOSA, IA

Accepted by:

Printed/Typed Name:

Title:

Date:



CITY OF ANAMOSA

107 S FORD ST.

ANAMOSA, IA 52205-1872

February 4, 2021

To Anamosa City Council,

Please see the price breakdown of Quote 6381-01 dated January 8th, 2021.

- | | |
|--|-----------|
| ➤ New 2022 HV607 Model SBA International Chassis | \$81,845. |
| ➤ Extended Engine and Aftertreatment warranty (60month/100,000 miles) | \$1,890. |
| ➤ Net chassis cost without trade | \$83,735. |
| ➤ Trade allowance of 2007 Sterling vin#2FZAATCS77AY09478
(includes Dump body, plow, and sander) | \$20,000. |
| ➤ Vehicle chassis purchase less trade | \$63,735. |

Please provide a purchase order if this is agreeable.

Thank you

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date



IDEALEASE



25



Truck Country #61,456
Freightliner Sept. when it will be
Built

Thompson Truck #63,735.00
International
July - 1st of Aug it will be built

difference

\$ 2,279.00



Invoice

Address: Truck Country of Iowa
8415 6th Street SW
Cedar Rapids, Iowa 52405
Phone: 563-513-1083
Email: dylanstepleton@truckcountry.com

Bill To: City of Anamosa

Invoice #:
Invoice Date:
PO:

Model Year 2022 Freightliner 108 SD - 350 Cummins L9 - Allison Automatic = \$79,076.00

HD1 Cummins Engine Coverage, 5 Year/100,000 miles - \$1,600.00

AT3 Cummins Aftertreatment Coverage, 5 Year/100,000 miles - \$590.00

2007 Sterling trade-in credit \$22,000.00

Total Due

\$59,266.00 + 2190 = 61,456.00
(Cab and Chassis Price includ



Henderson Products Inc

916 S. 10th STREET, MANCHESTER, IA 52057 • 888/360-7483 • FAX 563/927-7001

- Low/hot oil buzzer/light warning in cab
- Cable controls for hoist and dual axis cable control for plow.
- Force SSC3100 electric manual spreader control
- No liquid pre-wet system
- All equipment and controls installed and operational upon delivery

Total BUDGET Price = \$ 65,690

Price includes delivery to City of Anamosa

ADDITIONAL OPTIONS TO CONSIDER:

- **Mailbox cutout on RH side of front plow = ADD \$ 317**

***** NOTE: SEE DRAWING WHICH SHOWS CLEARANCE REQUIRED FOR FRONT SPINNER. IF HANGER BEARING/CROSSMEMBER NEEDS MOVED, ADD \$ 450. DRAWING WILL BE PROVIDED TO TRUCK DEALER.**

Lead time = Will advise at time of final quote.

Payment terms = net due 30 days after delivery.

This quotation is valid for 30 days.

Please sign, date, and return giving your acceptance of this proposal:

Signed - _____

Date - _____

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing. Re-positioning of air tanks, fuel tanks, exhaust, or other obstacles to the ease of installation may require additional charges. Henderson Truck Equipment will notify you before modification if this occurs.

The Dependable Ones

**MINUTES OF ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
CASEY'S MARKETING COMPANY**

Pursuant to Section 490.821 of the Iowa Business Corporation Act, and Article III, Section 10 of the Bylaws of Casey's Marketing Company (the "**Company**"), the undersigned, constituting all Directors of the Company, hereby unanimously consent to and adopt the following resolution and declare it to be in full force and effect as if adopted at a regular or specially held meeting of the Board of Directors of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected to serve as officers of the Company until their successors are elected and qualified:

President:	Samuel J. James
Vice-President:	Brian J. Johnson
Secretary:	Julia L. Jackowski
Asst. Secretary:	Douglas M. Beech
Treasurer:	James R. Pistillo

FURTHER RESOLVED, that the following persons are authorized to execute any and all contracts, agreements, documents and other written instruments (collectively "**Written Instruments**") for and on behalf of the Company, which signature is sufficient to bind the Company thereto: Julia L. Jackowski, Christopher L. Jones, Thomas P. Brennan, Michelle Wickham, Brad Haga, Edmund Vaske and Nathaniel Doddridge. The signatory authority of any Written Instruments executed by such persons prior to the date below is hereby ratified and approved.

* * * * *

Dated and effective as of September 22, 2020.

BOARD OF DIRECTORS:



Samuel J. James, Chairman



Julia L. Jackowski



Brian J. Johnson

CASEY'S MARKETING COMPANY

Federal Tax I.D. 42-1435913

Date of Incorporation: March 15, 1995

Effective 9/16/20

OFFICERS

Samuel J. James, President & Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson, Vice President
One SE Convenience Blvd.
Ankeny, IA 50021

Julia L. Jackowski, Secretary
One SE Convenience Blvd.
Ankeny, IA 50021

James R. Pistillo, Treasurer
One SE Convenience Blvd.
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary
One SE. Convenience Blvd.
Ankeny, IA 50021

BOARD OF DIRECTORS

Samuel J. James, Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson
One SE Convenience Blvd.
Ankeny, IA 50021

Julia L. Jackowski
One SE Convenience Blvd.
Ankeny, IA 50021

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CITY OF ANAMOSA
APPROVAL FORM FOR LIQUOR AND BEER LICENSE APPLICATIONS

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

NAME OF APPLICANT: Walmart

TRADE NAME (DBA): Wal-Mart

STREET ADDRESS: 101 115th St Anamosa, Ia

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

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

ANAMOSA POLICE DEPARTMENT

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


Police Chief

01/25/21
Date

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

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


Fire Chief (or designee)

2-5-21
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.


Jones County Environmental Health Official

1-25-21
Date

Phone: 319-462-4715 for appointment

PLEASE RETURN FORM TO REENIE AT CITY HALL WHEN COMPLETED

Received at City Hall for the Council Meeting

City of Anamosa
Treasurer's Monthly Report
1/31/2020

Fund		Beginning Cash Balance	Monthly Revenue	Monthly Expenditure	Monthly Transfer In	Monthly Transfer Out	Investment Interest	Ending Cash Balance	Investment Balance	Petty Cash	Ending Fund Balance
General **	01	3,145,203.24	106,700.71	248,858.08				3,003,045.87	9,194.68	750.00	3,012,990.55
Fortiture- Police Dept	02	618.25						618.25			618.25
Police Canine	03	4,389.59	0.22					4,389.81			4,389.81
Local Access	04	3,888.31	0.83					3,889.14			3,889.14
Road Use Tax	06	1,376,673.95	64,008.86	10,950.03				1,429,732.78			1,429,732.78
Local Option-35%	09	428,639.92	15,030.85					443,670.77			443,670.77
Local Option-65%	09	498,293.53	27,873.34	32,902.89				493,263.98			493,263.98
Debt Service	11	123,041.25	1,161.50					124,202.75			124,202.75
TIF	12	428,353.96	2,189.93					430,543.89			430,543.89
Special Assessment	13	87,459.71	60.63					87,520.34			87,520.34
Employee Benefit	20	433,389.61	8,988.48					442,378.09			442,378.09
Library Special Gift	21	0.00						0.00	599,333.68		599,333.68
Library Campaign Fund	22	0.00						0.00			0.00
Cemetery Operations	25	10,000.00						10,000.00			10,000.00
Cemetery Perpertual Care	26	97,027.52	75.00					97,102.52			97,102.52
Wetlands Project	46	800.53						800.53			800.53
Consumer Deposits	50	193,052.65	-269.59					192,783.06			192,783.06
Water	51	1,066,666.79	137,745.79	108,331.37				1,096,081.21			1,096,081.21
WasteWater	52	3,884,529.22	163,002.71	76,866.48				3,970,665.45			3,970,665.45
Senior Center	66	0.00						0.00			0.00
Street Projects	70	-34,903.19						-34,903.19			-34,903.19
Water Projects	71	-797,127.79						-797,127.79			-797,127.79
Sewer Projects	72	558,775.24		1,256.70				557,518.54			557,518.54
Downtown Projects	73	-114,783.06		2,100.00				-116,883.06			-116,883.06
Building Projects	74	-5,600.00						-5,600.00			-5,600.00
Park & Rec Projects	75	35,235.50						35,235.50			35,235.50
Capitla Projects	76	0.38						0.38			0.38
Payroll Clearing	99	0.00						0.00			0.00
TOTAL		11,423,625.11	526,569.26	481,265.55	0.00	0.00	0.00	11,468,928.82	608,528.36	750.00	12,078,207.18

**Includes Savings Acct and \$7,000 in Library Fund and \$600,000 CD for LCC

Investments can only be used for specific purposes

The beginning cash balance increased by \$18,637.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/14

The beginning cash balance increased by \$9,259.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/15

The beginning cash balance decreased by \$27,650.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/16

(NOTE: General Fund starting balance reflects a JE from auditor to account for payroll account outstanding checks totaling \$14,750 as of 6/30/17)

The beginning cash balance decreased by \$3,301.00 due to an adjusting JE from auditor to reflect payroll account balance as of 6/30/18

City of Anamosa

Payments for Approval at the February 22, 2021 City Council Meeting

February Library Vouchers

Date Issued	Warrant	In Favor of	Check Amount	Description
2/15/2021	66569	AMAZON	.51	CREDIT APPLIED TWICE
			148.41	DVDS
			69.94	RECHARGABLE BATTERIES
			51.30	DVDS
TOTAL **	66569		270.16	
2/15/2021	66570	BAKER & TAYLOR	849.98	BOOKS
2/15/2021	66571	BOOK SYSTEMS, INC	995.00	INTEGR LIB ANNUAL FEE
2/15/2021	66572	LEAF	96.00	COPIER LEASE
2/15/2021	66573	MIDWEST TAPE	113.48	DIGITAL MATERIAL
2/15/2021	66574	VISA	105.75	WEB HOST ANNUAL FEE
			95.00	FLOWPAPER SOFTWARE
			2.66	INTL TRANS FEE
			210.67	FARONICS SUBSCRIP
			20.30	DOGMAN PAINT
TOTAL **	66574		434.38	
2/15/2021	66575	WALMART COMMUNITY BRC	79.97	FEB ACTIVITY BAGS
			3.32	DOGMAN PAINT
			115.38	VALENTINE ACTIVITY BAGS
TOTAL **	66575		198.67	
			2,957.67	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	2,844.19
09	LOCAL OPTION TAX	113.48
	TOTAL ALL FUNDS	2,957.67

Council Vouchers Feruary 22, 2021

Date Issued	Warrant	In Favor of	Check Amount	Description
2/22/2021	66577	A-1 RENTAL INC	160.50	HEAVY DUTY TILE STRIPPER
2/22/2021	66578	ALL SECURE	75.00	FIRE ALARM MONITORING
2/22/2021	66579	ALTORFER MACHINERY CO	969.00	PM WATER PLANT GENERATOR
			780.00	PM WELL 5 GENERATOR
TOTAL **	66579		1,749.00	
2/22/2021	66580	AUTOMOTIVE SERVICES	252.00	MOPAR HEATER

			18.00	COOLANT
			75.00	EVAC & RECHARGE AC
			640.00	LABOR
TOTAL **	66580		985.00	
2/22/2021	66581	BARRON MOTOR SUPPLY	112.92	PS DIESEL FUEL
			52.20	PS DIESEL 911
TOTAL **	66581		165.12	
2/22/2021	66582	BLACK HILLS ENERGY	165.40	POLICE 1ST STREET
			142.02	POLICE FORD STREET
			203.31	FD
			271.28	STREETS
			84.16	CITY HALL
			622.29	LCC
			31.53	POOL
			191.07	WATER
			558.30	WWTP WALWORTH
			732.24	WWTP 2ND STREET LIFT STN
TOTAL **	66582		3,001.60	
2/22/2021	66583	BOOMERANG	7,930.00	SNOW REMOVAL
2/22/2021	66584	BROWN SUPPLY CO., INC.	110.00	COMP REPAIR CURB STOP
			35.00	PLOW BOLTS GRADE
			225.00	RIGHT CURB GARD WINTER
TOTAL **	66584		370.00	
2/22/2021	66585	C.J. COOPER & ASSOCIATES, INC.	235.00	ANNUAL ADMIN FEE
2/22/2021	66586	CENTURYLINK	68.98	INTERNET
2/22/2021	66587	CHEM RIGHT LABORATORIES INC	85.00	BACTERIA TESTING
2/22/2021	66588	CHEMSEARCH	150.00	ECOSTORM PROGRAM
			185.00	DRAINMATE TUBE
TOTAL **	66588		335.00	
2/22/2021	66589	DAN'S TIRES & MORE	182.00	USED TIRE, LABOR, DISPSL
			1,589.92	TIRES STEMS LABOR SVCALL
TOTAL **	66589		1,771.92	
2/22/2021	66590	ECICOG	1,200.00	CDBG GRANT ADMN DTWON
2/22/2021	66591	ELAN-CARDMEMBER SERVICE	117.61	BATHROOM TOWELS
			119.97	KLEIN TOOLS MASKS
			315.00	MEMBERSHIP RENEWAL
TOTAL **	66591		552.58	
2/22/2021	66592	FAREWAY STORES, INC.	313.13	FUNDRAISER SUPPLIES
			17.74	BASKETBALL LEAGUE

			42.97	TP PAPER TOWELS SCOTCHBR
TOTAL **	66592		373.84	
2/22/2021	66593	FREY, HAUF, & CURRENT, PLC	106.20	IPL REAL ESTATE PURCHASE
2/22/2021	66594	HOME DECORATING CENTER	43.70	VINYL BASE CAULK KNIFE
2/22/2021	66595	INFRASTRUCTURE TECHNOLOGY SOLU	145.00	ITS ONLINE BACKUP
2/22/2021	66596	IOWA ASSOC. OF MUNICIPAL UTIL.	949.00	ANNUAL WATER DUES
2/22/2021	66597	JOHN DEERE FINANCIAL	8.46	COUPLING TAPE REDUCER
			160.96	HEAT GUN FLINT TORCH PRO
			53.56	ICE MELT
			355.91	WELDER, LIGHT, GEAR
			15.48	TIP FOR WELDER
			39.98	SHOVEL
			42.09	BATHROOM CLEANERS
			3.99	STEEL WOOL
TOTAL **	66597		680.43	
2/22/2021	66598	JONES COUNTY ENGINEER	101.09	FD
			1,911.18	RUT
			205.80	WATER
			83.00	WASTEWATER
			958.44	POLLICE
TOTAL **	66598		3,259.51	
2/22/2021	66599	JONES REGIONAL MEDICAL CENTER	414.00	MEDICAL COVID TESTING
2/22/2021	66600	KONICA PREMIER FINANCE	151.64	COPIER PURCHASE CONTRACT
2/22/2021	66601	LAWSON PRODUCTS, INC.	37.44	FLAP WHEEL BOLTS PAINT
2/22/2021	66602	LEAF	16.46	PRINTER COPIER SYSTEM
2/22/2021	66603	MAQUOKETA VALLEY ELECTRIC COOP	56.75	INDUSTRIAL PARK LIGHTS
			139.85	WATER INTERNET
TOTAL **	66603		196.60	
2/22/2021	66604	MARTIN GARDNER ARCHITECTURE	3,246.13	DTOWN FACADE REVITAL
2/22/2021	66605	MEBULBS	707.88	25WT26/RP/50K/MED/120
			19.72	FREIGHT
			155.76	11A19/AWX8250/8YR
			165.30	F32TTT/E/AWX8550/4P
			19.72	FREIGHT
TOTAL **	66605		1,068.38	
2/22/2021	66606	MEDIACOM	83.02	FD INTERTNET
2/22/2021	66607	MISSISSIPPI VALLEY PUMP, INC.	3,585.00	KBS PUMP REPAIR
2/22/2021	66608	NELSON ELECTRIC	628.40	6 LED LIGHTS RACQUETBALL
2/22/2021	66609	PLUNKETT'S PEST CONTROL	55.16	PEST CONTROL

2/22/2021	66610	QC ANALYTICAL SERVICES LLC	3,861.68	WWTR TESTING
2/22/2021	66611	RED'S SALES & SERVICE	35.95	OIL FILTER LUBE
			371.25	09 STERLING TOW
TOTAL **	66611		407.20	
2/22/2021	66612	ROB ROBERTSON	226.00	SPOOK PARADE CARN GAMES
2/22/2021	66613	SHAFFER PLBG & HTG	716.80	FURNANCE MOTOR CAPACITOR
2/22/2021	66614	STOREY KENWORTHY	39.99	INK
			109.76	INK PAPER BINDERS
			177.06	CLIPS PAPER WHITEOUT
TOTAL **	66614		326.81	
2/22/2021	66615	UNIFORM DEN, INC	157.50	SHOULDER PATCHES
2/22/2021	66616	USA BLUE BOOK	23.46	LEAK DETECT, FREIGHT
			210.99	C117 TOTAL CHLORINE FRGH
TOTAL **	66616		234.45	
2/22/2021	66617	WALMART COMMUNITY BRC	34.14	TAPE CLEANER LAM SHEETS
			696.73	SUPPLIES
			4.22	HAND SOAP
TOTAL **	66617		735.09	
2/22/2021	66618	WELAND CLINCAL LABS	527.00	DRUG SCREENS
2/22/2021	66619	WOODWARD COMMUNITY MEDIA	429.83	LEGALS
			41,346.97	

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL FUND	8,244.70
06	ROAD USE TAX FUND	15,006.57
09	LOCAL OPTION TAX	56.75
51	WATER FUND	4,168.83
52	WASTEWATER FUND	9,317.79
72	SEWER PROJECTS	106.20
73	DOWNTOWN REVITALIZATION PROG	4,446.13
TOTAL	ALL FUNDS	41,346.97