

AGENDA
Regular City Council Meeting
CITY HALL
Webster City, Iowa
May 6, 2019
6:00 p.m.

ROLL CALL

Approval of Agenda

Pledge of Allegiance

A. PETITIONS – COMMUNICATIONS – REQUESTS

This is the time of the meeting that a citizen may address the Council on a matter not on the Agenda.

Except in cases of emergency, the City Council will not take any action at this meeting, but may ask the City Staff to research the matter or have the matter placed on the Agenda for a future meeting.

1. Public Information

B. MINUTES AND CLAIMS

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion.

If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

1. Minutes of April 15, 2019
2. Resolution on Payroll for the period ending April 13, 2019 and paid on April 19, 2019
3. Resolution on Payroll for the period ending April 27, 2019 and paid on May 3, 2019.
4. Resolution on Bills Additional Invoice Fund List

C. GENERAL AGENDA

1. PUBLIC HEARING 6:05 p.m.

COUNCIL MEMORANDUM ENGR LTRS

Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for **Construction** of the 2018-19 Electrical Underground Conversion Project.

- a. **Resolution** finally approving and confirming Plans, Specifications and Form of Contract and Estimate of Cost for the **Construction** of the 2018-19 Electrical Underground Conversion Project.
 - b. **Resolution** awarding contract for the **Construction** of the 2018-19 Electrical Underground Conversion Project
2. Recommend approval for issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following:
- a. Renewal of Class C Liquor License, Outdoor Service & Sunday Sales - GridIron Family Grill & Sports Lounge - 1121 East Second Street
 - b. Renewal of Class C Liquor License, Outdoor Service & Sunday Sales - The Links at Webster City - 405 N. Des Moines Street
 - c. Renewal of Class E Liquor License, Class B Wine Permit & Class C Beer Permit - Fareway Stores, Inc. #395 - 942 Second Street
3. **COUNCIL MEMORANDUM**: Motion setting Public Hearing on Budget Amendments for 2018-2019 budget. *(May 20 6:05 pm)*
NOTICE
4. **COUNCIL MEMORANDUM**: Motion on City of Webster City checking account and investments. **Spreadsheets**
5. **COUNCIL MEMORANDUM**: **Resolution** approving **Change** Order No. 1 to the 2018 Wilson Brewer Park Cabin Foundations Project with Peterson Construction, Webster City, Iowa.
6. Motion setting dates/times for CleanUp/DropOff Event
Middle School Parking Lot -
June 7 12 Noon-4:00 pm & June 8 8:00 am-2:00 pm
7. **COUNCIL MEMORANDUM**: Motion on Request to temporarily close Streets around West Twin Park on July 4, 2019 from 7:30 to 9:30 am.

8. **COUNCIL MEMORANDUM: Resolution** Supporting the cooperative efforts between Boone, Hamilton and Webster Counties to apply for Re-Designation with Iowa's Great Places Program. **RES HC CONSER BD**
9. **COUNCIL MEMORANDUM: Resolution** authorizing the Mayor and City Clerk to enter into an Agreement with ASK Studio, Des Moines, Iowa for the Façade Improvements to 713 Second Street. **AGREEMENT**

COUNCIL MEMORANDUM:

10. **Resolution** approving and confirming plans, specifications and form of contract and estimate of cost for the 2019 Concrete Street Repair Project, Webster City, Iowa.
11. **Resolution** awarding **agreement** for the 2019 Concrete Street Repair Project, Webster City, Iowa.

COUNCIL MEMORANDUM:

12. Motion approving Amendment to Restrictive **Covenants** for Brewer Creek Fifth Addition.
13. Motion approving Amendment to Restrictive **Covenants** for Brewer Creek Sixth Addition.
14. **COUNCIL MEMORANDUM: Resolution** accepting and approving acquisition of property generally located at 1014 Elm Street in the city of Webster City, Hamilton County. **PICTURES COURT ORDER**
15. **COUNCIL MEMORANDUM: Resolution** establishing a nuisance consisting of junk vehicles at 1330 Second Street and ordering the abatement thereof within ten (10) days. **Documents**
16. **COUNCIL MEMORANDUM: Resolution** approving **Amendment** No. 9 to the On-Call Street Paving Specialist Engineering Services Agreement with Snyder & Associates, Inc., Ankeny, Iowa for the 2020 Street Department Maintenance Building Project.
17. **COUNCIL MEMORANDUM: Resolution** approving **Amendment** No. 10 to the On-Call Street Paving Specialist Engineering Services Agreement with Snyder & Associates, Inc., Ankeny, Iowa, for the 2020 Second Street Reconstruction Project.
18. **COUNCIL MEMORANDUM:** Request from Water Plant Supervisor to enter into an agreement with Peerless Well Company, Dubuque, Iowa to Pull and Inspect Well No. 8. **BIDS**

**D. REPORTS AND RECOMMENDATIONS OF OFFICERS,
BOARDS AND COMMISSIONS:**

1. Council Committee Reports
2. Other reports and recommendations.

E. OTHER ITEMS SENT TO COUNCIL

1. [City Attorney](#) update/report 5-1-19
2. [Annual Report](#) from Hamilton County Animal AdvoCates 4-12-19

F. ADJOURN

NOTE: The Council may act by motion, resolution or ordinance on items listed on the Agenda.

CITY COUNCIL MEETING MINUTES
Webster City, Iowa April 15, 2019

The City Council met in regular session at the Sampson Room at Fuller Hall Recreation Center, Webster City, Iowa at 6:00 p.m. on April 15, 2019 upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present John Hawkins, Mayor in the chair, and the following Council Members: Matt McKinney, Jim Talbot and Logan Welch. Brian Miller was absent.

It was moved by Talbot and seconded by Welch to approve the agenda.

ROLL CALL: Hawkins, McKinney, Talbot and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance
Council Member Brian Miller arrived at 6:02 p.m.

PETITIONS – COMMUNICATIONS – REQUESTS

None brought forth.

PUBLIC INFORMATION

Council Member Talbot congratulated Pat Powers on his 40 years of broadcasting. He also invited those interested to enter the Great Tater Contest sponsored by the American Legion Post #191.

Council Member Miller informed those present of the Farmer's Market meeting to be held Thursday, April 18 at 7:00 p.m. at the Sampson Room at the Fuller Hall Rec Center.

MINUTES AND CLAIMS

It was moved by Welch and seconded by Talbot that the following motion and Resolutions be approved and adopted collectively.

1. That the April 1, 2019 Regular Meeting Minutes, the April 8, 2019 Work Session Minutes and the April 8, 2019 Special Meeting Minutes be approved.
2. That Resolution No. 2019-071 approving Payroll for the period ending March 30, 2019 and paid on April 5, 2019 in the amount of \$152,266.60 be passed and adopted.
3. That Resolution No. 2019-072 approving Bills paid in the amount of \$921,162.35 be passed and adopted and the Fund List be approved.

ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.

GENERAL AGENDA

1. Chamber Executive Director Jennifer Peterman and Chamber Membership Director Denise Smith were present to provide details on the upcoming JunqueFest to be held in Webster City on May 24-26, 2019. Smith gave a summary of street closures, signage, emergency response plan, vendors, food vendors and informed Council Members that they had been in contact with City Police and Fire Departments and City Staff during the initial planning stages. She encouraged anyone wishing to volunteer to help with the event to contact the Chamber Office.

- a. It was moved by Miller and seconded by McKinney that request for Street and Parking Lot closings (beginning May 23 – 2:00 p.m.) in connection with the 2019 JunqueFest Event be approved.

ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.

2. It was moved by Welch and seconded by Miller that the resignation of Kristen Crystal from the Hotel/Motel Tax Board be accepted.

ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

3. It was moved by Miller and seconded by Welch that Resolution No. 2019-073 approving and confirming the policy for Small Wireless Facility Antenna/Tower Right-Of-Way Siting within Webster City be passed and adopted.

ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.

City Attorney Zach Chizek gave the specifics of the Policy.

4. It was moved by Welch and seconded by Miller that Resolution No. 2019-074 setting May 20, 2019 at 6:05 p.m. at City Council Chambers, Webster City City Hall, Webster City, Iowa, for a Public Hearing on proposed plans and specifications and proposed form of contract and estimate of cost for the 605 Second Street Demolition Project be passed and adopted.

ROLL CALL: Hawkins, McKinney, Miller, Talbot and Welch voting aye.

Ken Wetzler, Public Works Director, spoke on the timeline for this project stating the completion date has been changed to December 1, 2019, from the bid letting of the initial plans and specifications, which had been rejected due to high bid amounts.

5. It was moved by McKinney and seconded by Miller that request from Engineering Tech/Project Coordinator to seek bids for 2019 Concrete Street Patching be approved.

ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.

6. It was moved by Miller and seconded by Welch that request from Line Department Supervisor to purchase an Aerial Bucket Truck from Altec Industries, Inc., be approved.

ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.

7. Discussion was held on Second Street Improvements. Public Works Director Ken Wetzler provided maps to Council Members showing infrastructure and preliminary estimated costs for improvements on Second Street beginning at Prospect Street moving west to Overpass Drive. Funding options of the project were discussed. Consensus of Council was to move forward working with an engineer on design and plans. This will be placed on a future agenda as an amendment to the agreement with Snyder and Associates to begin this process.

REPORTS AND RECOMMENDATIONS OF OFFICERS, BOARDS AND COMMISSIONS

It was moved by Welch and seconded by Talbot that the following items (1-4) be accepted and placed on file:

1. The March 2019 City Manager Reports including Electric, Wastewater, Water, Electric Year-to-Date, Water Year-to-Date and Code Enforcement;
2. The March 2019 Police Department Report;
3. The March 2019 Fire Department Report; and
4. The Hamilton County Solid Waste Commission April Agenda Packet

ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

COUNCIL COMMITTEE REPORTS

Council Member Welch informed Council that the Youth Advisory Commission had met on Sunday, April 14, 2019 and discussed the 2nd Annual Frisbee Golf Tournament they will be sponsoring. The tentative date for the Tournament has been set for June 8, 2019 at Brewer Creek Park.

OTHER REPORTS AND RECOMMENDATIONS

City Clerk Karyl Bonjour stated that she was in the process of reserving the Middle School Parking Lot for the annual Clean Up/Drop Off Event tentatively scheduled for June 7 and 8, 2019.

It was moved by Talbot and seconded by Miller that Council adjourn.

ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.

The April 15, 2019 regular City Council Meeting stood adjourned at 6:55 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 -

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:

That the payroll for the 80 hour period ending April 13, 2019 and paid on
April 19, 2019 aggregating the sum of \$156,282.40 herewith presented,
be and the same is hereby approved.

Passed and adopted this 6th day of May, 2019

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61171	ROE, DONALD J.	1,316.80	80.00	.00	.00	.00	.00	.00	.00	.00	578.34
Total BUILDING:		1	1,316.80	80.00	.00	.00	.00	.00	.00	.00	578.34
60722	CHELESVIG, BETH A.	2,804.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,827.99
61220	HENDERSON, LINDSAY E.	2,284.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,682.92
61230	SMITH, ANDREW AJ	55.00	5.00	.00	.00	.00	.00	.00	.00	.00	50.79
60003	SMITH, ELIZABETH A.	1,976.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,322.64
Total CITY MANAGER:		4	7,119.80	245.00	.00	.00	.00	.00	.00	.00	4,884.34
30980	STRONER, BRIAN M.	2,532.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,770.34
Total ENVIRONMENTAL/SAFETY:		1	2,532.00	80.00	.00	.00	.00	.00	.00	.00	1,770.34
61164	BONJOUR, KARYL K.	2,092.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.76
61180	GRIMSHAW, STACY M.	1,456.80	80.00	.00	.00	.00	.00	.00	.00	.00	886.69
61190	NERLAND, DEDRA R.	1,496.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,051.59
61163	PEVESTORF, ELIZABETH J.	1,717.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,246.61
30329	WOLFGAM, DOREEN A.	2,797.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,927.47
Total FINANCE OFFICE:		5	9,560.01	400.00	.00	.00	.00	.00	.00	.00	6,485.12
40857	DOOLITTLE, KENDALL J.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.22	.00
41263	ESTLUND, JEROMY J.	2,115.74	118.00	.00	.00	.00	.00	.00	.00	.00	1,427.18
41410	FEICKERT, BRENT R.	90.00	.00	.00	.00	.00	.00	90.00	.00	.00	83.11
41395	FEICKERT, DAKOTA L.	28.00	2.00	.00	.00	.00	.00	.00	.00	.00	23.94
41038	FERGUSON, WILLIAM M.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.22	.00
41300	FOX, JEFFREY A.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41438	FRAKES, JUSTIN M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41260	FRAZIER, LOGAN W.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41432	HANSON, STEVEN M.	70.00	3.00	.00	.00	.00	.00	28.00	.00	.00	64.64
40971	HAYES, BRANDON W.	2,374.16	118.00	.00	.00	.00	.00	.00	.00	.00	1,693.55
41445	HAYES, HARRISON W.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41441	HAYES, HUNTER W.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
40031	HOLST, RONALD W.	20.00	.00	.00	.00	.00	.00	20.00	.00	17.11	.00
41192	JESSEN, PHILLIP N.	92.00	2.00	.00	.00	.00	.00	64.00	.00	78.70	.00
41460	LEHMAN, MICHAEL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	13.47	.00
41200	MADSEN, TODD M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	51.32
41219	SOWLE JR., ANDREW W.	2,275.04	118.00	.00	.00	.00	.00	.00	.00	.00	1,532.46
41400	STANSFIELD, CHARLES T.	2,760.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,885.36
41436	STENSLAND, CALEB W.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41029	STEWART, EARL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41088	TOLLE, PAUL A.	140.00	.00	.00	.00	.00	.00	140.00	.00	118.76	.00
41216	WEINSCHENK, KENRIC J.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	109.82
41213	WILLIAMS, ZACHARY W.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.22
40815	WILLS, DON H.	140.00	.00	.00	.00	.00	.00	140.00	.00	118.76	.00
41340	YOUNGDALE, COLE C.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41270	ZEHNER, DONALD F.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
Total FIRE DEPARTMENT:		26	10,744.94	441.00	.00	.00	.00	1,122.00	.00	581.47	7,034.89

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61218	TIMM, ELISE	1,828.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,280.51
Total INSPECTION:		1	1,828.00	80.00	.00	.00	.00	.00	.00	.00	1,280.51
31210	BARNES, DERRICK S.	2,202.20	88.00	.00	217.80	.00	.00	.00	.00	.00	1,497.23
31185	CASEY, DANA R.	2,530.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,726.56
31190	DAYTON, BRYAN K.	2,963.80	104.00	.00	919.80	.00	.00	.00	.00	.00	2,061.71
30678	DICKINSON, ADAM L.	3,298.24	88.00	.00	.00	.00	.00	.00	.00	.00	2,214.09
31208	HUGHES, NATHAN R.	2,963.80	104.00	.00	919.80	.00	.00	.00	.00	.00	1,978.10
31184	MOURTON, RUSSELL E.	2,532.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,365.78
31186	ORTON, RYAN D.	2,530.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,637.30
30918	PARKHILL, MARTY E.	2,759.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,890.32
31077	PETERSBURG, RYAN W.	3,998.52	104.00	.00	1,240.92	.00	.00	.00	.00	.00	2,313.82
Total LINE DEPARTMENT:		9	25,779.38	808.00	.00	3,298.32	.00	.00	.00	.00	16,684.91
30976	MADSEN, TODD M.	1,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,150.75
31188	PASCHKE, RODNEY A.	1,532.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,100.50
Total METER DEPARTMENT:		2	3,125.61	160.00	.00	.00	.00	.00	.00	.00	2,251.25
60421	WETZLER, KARLA J.	2,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,872.46
Total PLANNING/ZONING:		1	2,593.60	80.00	.00	.00	.00	.00	.00	.00	1,872.46
40540	ARENDS, PEGGY J.	2,037.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,263.16
41435	ARONSON, AUSSA A.	1,412.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,025.48
41360	DURNELL, KAYCE J.	1,476.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,053.47
41390	NOWELL, TANNER J.	1,423.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,032.26
41074	SCHULZ, RHONDA F.	1,991.04	88.00	.00	.00	.00	331.84	.00	.00	.00	1,282.44
41207	WINDSCHITL, JOAN E.	1,662.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,051.70
Total POLICE DEPARTMENT-D:		6	10,003.85	488.00	.00	.00	331.84	.00	.00	.00	6,708.51
41430	BASINGER, RYAN A.	2,091.88	84.00	.00	.00	.00	.00	.00	.00	.00	1,546.65
41191	HOUGE, CLINTON J.	2,373.00	84.00	.00	.00	.00	.00	.00	.00	.00	1,657.87
41453	LEHMAN, MICHEAL L.	2,546.10	96.00	445.50	.00	.00	.00	.00	.00	.00	1,901.73
41465	LOWE, ANDREW T.	1,810.92	84.00	.00	.00	.00	.00	.00	.00	.00	1,241.44
41230	MC KINLEY, ERIC K.	2,417.80	84.00	.00	.00	.00	.00	.00	.00	.00	1,756.82
41110	MORK, SHILOH B.	2,930.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,947.69
41275	PETERSEN, ADAM R.	2,415.52	84.00	.00	.00	.00	.00	.00	.00	.00	1,757.91
41225	PRITCHARD, BRANDON D.	2,291.40	84.00	.00	.00	.00	.00	.00	.00	.00	1,616.81
41190	QUEEN, PHILLIP D.	2,400.00	.00	.00	.00	.00	.00	.00	2,400.00	.00	1,944.18
41426	ROSE, DYLAN M.	2,292.90	88.00	148.62	.00	.00	.00	.00	.00	.00	1,624.32
41470	SCHRODER, SHAWN T.	2,278.72	84.00	.00	.00	.00	.00	.00	.00	.00	1,716.12
41450	THUMMA, STEVEN L.	2,142.42	87.25	116.90	.00	.00	.00	.00	.00	.00	1,355.88
Total POLICE DEPARTMENT-O:		12	27,991.06	939.25	711.02	.00	.00	.00	2,400.00	.00	20,067.42
50891	BAUER, LANNY R.	2,220.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,508.67

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
70980	HARMS, BRIAN K.	1,500.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,094.13
70975	LESHER, BREANNE M.	1,866.52	85.50	.00	174.49	.00	.00	.00	.00	.00	1,280.20
Total PUBLIC GROUNDS:		3	5,586.55	245.50	.00	174.49	.00	.00	.00	.00	3,883.00
61200	ALCAZAR, MATTHEW D.	1,900.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,333.21
61068	HISLER, KATHY J.	729.74	53.50	.00	.00	.00	.00	.00	.00	.00	533.96
20025	WETZLER, KENNETH L.	3,173.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,931.87
Total PUBLIC WORKS:		3	5,804.14	213.50	.00	.00	.00	.00	.00	.00	3,799.04
81653	BINDER, MEREDITH K.	31.00	4.00	.00	.00	.00	.00	.00	.00	28.63	.00
81669	DRAEGER, MAKAYLEE M.	96.88	12.50	.00	.00	.00	.00	.00	.00	.00	89.47
70100	FLAWS, LARRY J.	2,060.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,350.38
81661	FOLKERDS, MAKAYLA N.	23.25	3.00	.00	.00	.00	.00	.00	.00	21.47	.00
81649	GALLETINE, MORGAN R.	85.25	11.00	.00	.00	.00	.00	.00	.00	78.72	.00
70107	GLASCOCK, MARK A.	1,839.47	92.00	.00	337.87	.00	.00	.00	.00	.00	1,243.51
70111	HARFST, KENT E.	4,246.40	80.00	.00	.00	.00	.00	1,019.20	.00	.00	2,803.83
81602	HARFST, MAXWELL K.	85.25	11.00	.00	.00	.00	.00	.00	.00	.00	78.72
81629	HOOKER, ALEX E.	30.00	4.00	.00	.00	.00	.00	.00	.00	27.70	.00
81623	HOOKER, ISABELLE M.	47.00	6.00	.00	.00	.00	.00	.00	.00	43.41	.00
81604	JUDKINS, TUCKER O.	62.00	8.00	.00	.00	.00	.00	.00	.00	57.26	.00
81552	KEENAN, CORY W.	587.50	47.00	.00	.00	.00	.00	.00	.00	.00	448.53
81651	LINDSTROM, SARAH J.	31.00	4.00	.00	.00	.00	.00	.00	.00	28.63	.00
81479	MC KENZIE, JERRY L.	621.00	54.00	.00	.00	.00	.00	.00	.00	.00	514.44
81594	MCBURNIE, SONYA L.	288.00	24.00	.00	.00	.00	.00	.00	.00	230.47	.00
81567	MOEN, JORDAN R.	585.00	58.50	.00	.00	.00	.00	.00	.00	446.67	.00
81274	PEVESTORF, JESSICA L.	77.50	7.75	.00	.00	.00	.00	.00	.00	71.57	.00
81605	POLAND, MACKENZIE I.	104.75	13.00	.00	.00	.00	.00	.00	.00	.00	95.74
81665	PRUISMANN, LINDA A.	746.25	49.75	.00	.00	.00	.00	.00	.00	.00	560.30
81630	SCOTT, MAKAYLEE R.	84.00	10.50	.00	.00	.00	.00	.00	.00	77.57	.00
81470	SPELLMEYER, WILLIAM C.	321.88	25.75	.00	.00	.00	.00	.00	.00	270.00	.00
81245	TRUJILLO, MONICA M.	30.75	3.00	.00	.00	.00	.00	.00	.00	.00	26.46
81643	WHITEHILL, AUDRIANA G.	93.00	12.00	.00	.00	.00	.00	.00	.00	85.88	.00
81650	WILLSON, JACOB B.	54.25	7.00	.00	.00	.00	.00	.00	.00	50.10	.00
Total RECREATION:		24	12,231.38	627.75	.00	337.87	.00	1,019.20	.00	1,518.08	7,211.38
51187	BAHRENFUSS, BRANDON D.	2,534.74	80.50	.00	23.54	.00	.00	.00	.00	.00	1,743.48
51189	MACRUNNEL, MATTHEW A.	1,684.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.93
51200	McKIBBAN, JACOB D.	1,600.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,137.83
31195	PETERSON, RICK E.	1,692.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,168.03
51190	RATCLIFF, BRETT D.	1,764.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,160.17
51195	RODEN, JACOB J.	1,915.46	90.00	.00	70.95	.00	.00	.00	.00	.00	1,314.02
51184	WILLIAMS, ZACHARY W.	2,018.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,381.92
51124	ZIEGENBEIN, TIMOTHY L.	2,118.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,402.05
Total STREET DEPARTMENT:		8	15,327.81	650.50	.00	94.49	.00	.00	.00	.00	10,508.43
30772	DINGMAN, CHAD M.	2,041.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,512.87
30977	JACKSON, JEFFREY S.	2,004.64	88.00	.00	.00	.00	.00	.00	.00	.00	1,357.98
31179	WEST, JOHN A.	1,816.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,301.51

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
Total WASTEWATER:												
		3	5,863.04	248.00	.00	.00	.00	.00	.00	.00	4,172.36	
31189	CHAMBERS, TODD A.	2,071.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,386.76	
31200	CONAWAY, WILLIAM D.	2,018.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,485.96	
31191	DANIELSON, TIMOTHY E.	2,947.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,014.95	
30358	JOHNSTON, GEORGE A.	1,837.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,153.01	
Total WATER PLANT:												
		4	8,874.43	320.00	.00	.00	.00	.00	.00	.00	6,040.68	
Grand Totals:												
		113	156,282.40	6,106.50	711.02	3,905.17	.00	331.84	2,141.20	2,400.00	2,099.55	105,232.98

RESOLUTION NO. 2019 -

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:

That the payroll for the 80 hour period ending April 27, 2019 and paid on
May 3, 2019 aggregating the sum of \$160,479.05 herewith presented,
be and the same is hereby approved.

Passed and adopted this 6th day of May, 2019

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61171	ROE, DONALD J.	1,316.80	80.00	.00	.00	.00	.00	.00	.00	.00	578.34
Total BUILDING:											
	1	1,316.80	80.00	.00	.00	.00	.00	.00	.00	.00	578.34
11183	HAWKINS, JOHN C.	180.00	.00	.00	.00	.00	.00	180.00	.00	.00	164.07
11184	MCKINNEY, MATTHEW L.	150.00	.00	.00	.00	.00	.00	150.00	.00	.00	137.38
11186	MILLER, BRIAN S.	150.00	.00	.00	.00	.00	.00	150.00	.00	136.52	.00
11188	TALBOT, JAMES M.	150.00	.00	.00	.00	.00	.00	150.00	.00	136.52	.00
11185	WELCH, LOGAN A.	150.00	.00	.00	.00	.00	.00	150.00	.00	.00	137.38
Total CITY COUNCIL:											
	5	780.00	.00	.00	.00	.00	.00	780.00	.00	273.04	438.83
60722	CHELESVIG, BETH A.	2,804.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,827.99
61220	HENDERSON, LINDSAY E.	2,284.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,682.92
61230	SMITH, ANDREW AJ	99.00	9.00	.00	.00	.00	.00	.00	.00	.00	91.42
60003	SMITH, ELIZABETH A.	1,976.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,322.64
Total CITY MANAGER:											
	4	7,163.80	249.00	.00	.00	.00	.00	.00	.00	.00	4,924.97
30980	STRONER, BRIAN M.	2,532.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,770.34
Total ENVIRONMENTAL/SAFETY:											
	1	2,532.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,770.34
61164	BONJOUR, KARYL K.	2,092.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.77
61180	GRIMSHAW, STACY M.	1,456.80	80.00	.00	.00	.00	.00	.00	.00	.00	886.69
61190	NERLAND, DEDRA R.	1,496.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,051.59
61163	PEVESTORF, ELIZABETH J.	1,717.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,246.61
30329	WOLFGAM, DOREEN A.	2,797.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,927.47
Total FINANCE OFFICE:											
	5	9,560.01	400.00	.00	.00	.00	.00	.00	.00	.00	6,485.13
41215	CASEY, DANA R	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	51.32
40857	DOOLITTLE, KENDALL J.	120.00	.00	.00	.00	.00	.00	120.00	.00	101.65	.00
41263	ESTLUND, JEROMY J.	2,115.74	118.00	.00	.00	.00	.00	.00	.00	.00	1,427.18
41410	FEICKERT, BRENT R.	205.00	.00	.00	.00	.00	.00	205.00	.00	.00	186.32
41395	FEICKERT, DAKOTA L.	196.00	6.00	.00	.00	.00	.00	112.00	.00	.00	162.01
41038	FERGUSON, WILLIAM M.	120.00	.00	.00	.00	.00	.00	120.00	.00	101.65	.00
41300	FOX, JEFFREY A.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41438	FRAKES, JUSTIN M.	165.00	.00	.00	.00	.00	.00	165.00	.00	.00	148.50
41260	FRAZIER, LOGAN W.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
41432	HANSON, STEVEN M.	56.00	.00	.00	.00	.00	.00	56.00	.00	.00	51.72
41431	HARTNETT, JORDAN T.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
40971	HAYES, BRANDON W.	2,313.80	115.00	.00	.00	.00	.00	.00	.00	.00	1,650.30
41445	HAYES, HARRISON W.	145.00	.00	.00	.00	.00	.00	145.00	.00	133.91	.00
41441	HAYES, HUNTER W.	165.00	.00	.00	.00	.00	.00	165.00	.00	152.38	.00
40031	HOLST, RONALD W	180.00	.00	.00	.00	.00	.00	180.00	.00	151.97	.00
41192	JESSEN, PHILLIP N.	168.00	.00	.00	.00	.00	.00	168.00	.00	140.66	.00
41460	LEHMAN, MICHAEL L.	60.00	.00	.00	.00	.00	.00	60.00	.00	50.41	.00
41200	MADSEN, TODD M	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	101.65
41434	SCHRECK, JON C.	84.00	.00	.00	.00	.00	.00	84.00	.00	.00	71.85
41219	SOWLE JR., ANDREW W.	2,275.04	118.00	.00	.00	.00	.00	.00	.00	.00	1,532.46

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
41400	STANSFIELD, CHARLES T.	2,760.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,885.36
41029	STEWART, EARL L	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	109.82
41088	TOLLE, PAUL A.	140.00	.00	.00	.00	.00	.00	140.00	.00	118.76	.00
41216	WEINSCHENK, KENRIC J	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	109.82
41213	WILLIAMS, ZACHARY W.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	85.54
40815	WILLS, DON H.	160.00	.00	.00	.00	.00	.00	160.00	.00	134.86	.00
41340	YOUNGDALE, COLE C.	120.00	.00	.00	.00	.00	.00	120.00	.00	110.82	.00
41270	ZEHNER, DONALD F.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
Total FIRE DEPARTMENT:		28	12,408.58	437.00	.00	.00	.00	2,860.00	.00	1,344.83	7,740.08
61218	TIMM, ELISE	1,828.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,280.51
Total INSPECTION:		1	1,828.00	80.00	.00	.00	.00	.00	.00	.00	1,280.51
31210	BARNES, DERRICK S.	1,936.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,314.07
31185	CASEY, DANA R.	2,530.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,726.56
31190	DAYTON, BRYAN K.	2,197.31	84.00	.00	153.30	.00	.00	.00	.00	.00	1,537.26
30678	DICKINSON, ADAM L.	2,998.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,010.77
31208	HUGHES, NATHAN R.	2,197.30	84.00	.00	153.30	.00	.00	.00	.00	.00	1,518.48
31184	MOURTON, RUSSELL E.	2,532.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,365.78
31186	ORTON, RYAN D.	2,530.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,637.29
30918	PARKHILL, MARTY E.	3,035.12	88.00	.00	.00	.00	.00	.00	.00	.00	2,078.75
31077	PETERSBURG, RYAN W.	2,964.43	84.00	.00	206.82	.00	.00	.00	.00	.00	1,699.09
Total LINE DEPARTMENT:		9	22,922.17	740.00	.00	513.42	.00	.00	.00	.00	14,888.05
30976	MADSEN, TODD M.	1,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,150.75
31188	PASCHKE, RODNEY A.	1,685.21	88.00	.00	.00	.00	.00	.00	.00	.00	1,207.12
Total METER DEPARTMENT:		2	3,278.81	168.00	.00	.00	.00	.00	.00	.00	2,357.87
60421	WETZLER, KARLA J.	2,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,872.46
Total PLANNING/ZONING:		1	2,593.60	80.00	.00	.00	.00	.00	.00	.00	1,872.46
40540	AREND, PEGGY J.	2,037.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,263.16
41435	ARONSON, ALISSA A.	1,490.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,079.54
41360	DURNELL, KAYCE J.	1,481.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,057.15
41390	NOWELL, TANNER J.	1,423.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,032.26
41074	SCHULZ, RHONDA F.	1,659.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,059.15
41207	WINDSCHITL, JOAN E.	1,656.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,047.90
Total POLICE DEPARTMENT-D:		6	9,748.00	480.00	.00	.00	.00	.00	.00	.00	6,539.16
41430	BASINGER, RYAN A.	2,705.96	96.00	.00	.00	594.48	.00	.00	.00	.00	1,980.29
41191	HOUGE, CLINTON J.	2,866.80	96.00	491.40	.00	.00	.00	.00	.00	.00	2,006.69
41453	LEHMAN, MICHAEL L.	2,803.58	103.00	705.38	.00	.00	.00	.00	.00	.00	2,107.79
41465	LOWE, ANDREW T.	1,811.32	84.00	.00	.00	.00	.00	.00	.00	.00	1,241.75
41230	MC KINLEY, ERIC K.	2,418.60	84.00	.00	.00	.00	.00	.00	.00	.00	1,757.37

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
41110	MORK, SHILOH B.	2,930.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,947.69
41275	PETERSEN, ADAM R.	2,412.72	84.00	.00	.00	.00	.00	.00	.00	.00	1,755.98
41225	PRITCHARD, BRANDON D.	2,292.00	84.00	.00	.00	.00	.00	.00	.00	.00	1,617.23
41190	QUEEN, PHILLIP D.	2,400.00	.00	.00	.00	.00	.00	.00	2,400.00	.00	1,944.18
41426	ROSE, DYLAN M.	2,749.36	96.00	.00	.00	594.48	.00	.00	.00	.00	1,945.96
41470	SCHRODER, SHAWN T.	323.76	12.00	.00	.00	.00	.00	.00	.00	.00	277.14
41450	THUMMA, STEVEN L.	2,710.55	103.00	683.43	.00	.00	.00	.00	.00	.00	1,810.46
Total POLICE DEPARTMENT-O:											
		12	28,425.05	922.00	1,880.21	.00	1,188.96	.00	.00	2,400.00	20,392.53
81291	ASKLUND, ANTHONY T.	1,004.50	71.75	.00	.00	.00	.00	.00	.00	.00	792.88
50891	BAUER, LANNY R.	2,220.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,508.67
81672	CRYSTAL, EVERETT T.	960.00	80.00	.00	.00	.00	.00	.00	.00	.00	827.25
70980	HARMS, BRIAN K.	1,500.03	80.00	.00	.00	.00	.00	.00	.00	.00	1,094.15
81670	HILPIRE, CHRIS D.	294.00	24.50	.00	.00	.00	.00	.00	.00	.00	265.51
81471	JANSEN, JIMMIE J.	182.00	14.00	.00	.00	.00	.00	.00	.00	.00	154.63
70975	LESHER, BREANNE M.	1,745.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,196.75
81617	OLSON, NICHOLAS L.	385.88	31.50	.00	.00	.00	.00	.00	.00	302.54	.00
81662	VASQUEZ, MICHAEL R.	814.63	66.50	.00	.00	.00	.00	.00	.00	.00	650.55
Total PUBLIC GROUNDS:											
		9	9,106.67	528.25	.00	.00	.00	.00	.00	302.54	6,490.39
61200	ALCAZAR, MATTHEW D.	1,900.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,333.21
61068	HISLER, KATHY J.	688.82	50.50	.00	.00	.00	.00	.00	.00	.00	505.33
20025	WETZLER, KENNETH L.	3,173.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,931.87
Total PUBLIC WORKS:											
		3	5,763.22	210.50	.00	.00	.00	.00	.00	.00	3,770.41
81653	BINDER, MEREDITH K.	124.00	16.00	.00	.00	.00	.00	.00	.00	113.51	.00
81674	CRUTCHER, JACIE M.	158.88	20.50	.00	.00	.00	.00	.00	.00	143.46	.00
81669	DRAEGER, MAKAYLEE M.	31.00	4.00	.00	.00	.00	.00	.00	.00	.00	28.63
70100	FLAWS, LARRY J.	2,060.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,350.39
81661	FOLKERDS, MAKAYLA N.	15.50	2.00	.00	.00	.00	.00	.00	.00	14.32	.00
81649	GALLETINE, MORGAN R.	100.75	13.00	.00	.00	.00	.00	.00	.00	93.04	.00
70107	GLASCOCK, MARK A.	1,557.91	82.00	.00	56.31	.00	.00	.00	.00	.00	1,047.80
70111	HARFST, KENT E.	4,246.40	80.00	.00	.00	.00	.00	1,019.20	.00	.00	2,803.83
81602	HARFST, MAXWELL K.	38.75	5.00	.00	.00	.00	.00	.00	.00	.00	35.79
81623	HOOKER, ISABELLE M.	32.00	4.00	.00	.00	.00	.00	.00	.00	29.56	.00
81604	JUDKINS, TUCKER O.	46.50	6.00	.00	.00	.00	.00	.00	.00	42.95	.00
81552	KEENAN, CORY W.	287.50	23.00	.00	.00	.00	.00	.00	.00	.00	230.09
81651	LINDSTROM, SARAH J.	46.50	6.00	.00	.00	.00	.00	.00	.00	42.95	.00
81479	MC KENZIE, JERRY L.	644.00	56.00	.00	.00	.00	.00	.00	.00	.00	533.22
81594	MCBURNIE, SONYA L.	228.00	20.00	.00	.00	.00	.00	.00	.00	186.46	.00
81567	MOEN, JORDAN R.	595.00	59.50	.00	.00	.00	.00	.00	.00	454.14	.00
81274	PEVESTORF, JESSICA L.	52.50	5.25	.00	.00	.00	.00	.00	.00	48.48	.00
81605	POLAND, MACKENZIE I.	166.75	21.00	.00	.00	.00	.00	.00	.00	.00	149.93
81665	PRUISMANN, LINDA A.	607.50	40.50	.00	.00	.00	.00	.00	.00	.00	462.50
81630	SCOTT, MAKAYLEE R.	32.00	4.00	.00	.00	.00	.00	.00	.00	29.56	.00
81470	SPELLMEYER, WILLIAM C.	312.50	25.00	.00	.00	.00	.00	.00	.00	262.93	.00
81675	STANLEY, KYZER R.	170.50	22.00	.00	.00	.00	.00	.00	.00	153.03	.00
81245	TRUJILLO, MONICA M.	56.38	5.50	.00	.00	.00	.00	.00	.00	.00	48.51
81643	WHITEHILL, AUDRIANA G.	108.50	14.00	.00	.00	.00	.00	.00	.00	99.20	.00
81650	WILLSON, JACOB B.	23.25	3.00	.00	.00	.00	.00	.00	.00	21.47	.00

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
Total RECREATION:												
		25	11,742.58	617.25	.00	56.31	.00	.00	1,019.20	.00	1,735.06	6,690.69
51187	BAHRENFUSS, BRANDON D.	2,511.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,726.87	
51178	DOOLITTLE, DAN L	440.00	20.00	.00	.00	.00	.00	.00	.00	.00	367.66	
51189	MACRUNNEL, MATTHEW A.	1,684.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.92	
51200	McKIBBAN, JACOB D.	1,786.70	85.00	.00	.00	.00	.00	.00	.00	.00	1,267.51	
31195	PETERSON, RICK E.	1,692.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,168.03	
51190	RATCLIFF, BRETT D.	1,764.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,160.17	
51195	RODEN, JACOB J.	1,681.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,152.06	
51184	WILLIAMS, ZACHARY W.	2,018.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,381.92	
51124	ZIEGENBEIN, TIMOTHY L.	2,330.24	88.00	.00	.00	.00	.00	.00	.00	.00	1,547.55	
Total STREET DEPARTMENT:												
		9	15,908.94	673.00	.00	.00	.00	.00	.00	.00	10,972.69	
30772	DINGMAN, CHAD M.	2,041.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,512.87	
30977	JACKSON, JEFFREY S.	1,822.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,247.71	
31179	WEST, JOHN A.	2,021.19	89.00	.00	.00	.00	.00	.00	.00	.00	1,442.44	
Total WASTEWATER:												
		3	5,885.19	249.00	.00	.00	.00	.00	.00	.00	4,203.02	
31189	CHAMBERS, TODD A.	2,122.98	82.00	.00	.00	.00	.00	.00	.00	.00	1,417.64	
31200	CONAWAY, WILLIAM D.	2,018.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,422.28	
31191	DANIELSON, TIMOTHY E.	3,536.64	96.00	.00	.00	.00	.00	.00	.00	.00	2,414.95	
30358	JOHNSTON, GEORGE A.	1,837.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,153.01	
Total WATER PLANT:												
		4	9,515.63	338.00	.00	.00	.00	.00	.00	.00	6,407.88	
Grand Totals:												
		128	160,479.05	6,332.00	1,880.21	569.73	1,188.96	.00	4,659.20	2,400.00	3,655.47	107,803.35

RESOLUTION NO. 2019 -

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:

That we, the City Council of the City of Webster City, Iowa, having examined bills aggregating the sum of \$323,052.84 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CASADY BROTHERS IMP. (145)							
51934W	2	Invoice	WEED TRIMMER & LEAF BLOWER	08/03/2018	740.41	10/19	100-22-42-5210-515
51934W	3	Invoice	WEED TRIMMER & LEAF BLOWER	08/03/2018	740.41	10/19	100-41-42-5210-515
Total 51934W:					.00		
Total CASADY BROTHERS IMP. (145):					.00		
Total 08/20/2018:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AUGUST ENTERPRISES LLC (5669)							
2018-76	2	Invoice	605 2nd ST (Fuhs) ASBESTOS REMOVAL	08/15/2018	11,121.00-	10/19	100-21-18-5190-299
2018-76	3	Invoice	605 2nd ST (Fuhs) ASBESTOS REMOVAL	08/15/2018	11,121.00	10/19	100-23-36-5397-299
Total 2018-76					.00		
Total AUGUST ENTERPRISES LLC (6669)					.00		
Total 09/04/2018					00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DIEHLS OF DAYTON (6682)							
1688	2	Invoice	SKID SPRAYER FOR KUBOTA	09/18/2018	995.00-	10/19	100-22-42-5210-515
1688	3	Invoice	SKID SPRAYER FOR KUBOTA	09/18/2018	995.00	10/19	100-41-42-5210-515
Total 1688:					.00		
Total DIEHLS OF DAYTON (6682):					.00		
Total 10/01/2018:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
LYNCH DALLAS, P.C./ATTY AT LAW (6336)							
155789	5	Invoice	LEGAL SERVICES	10/30/2018	1,858.92	10/19	100-24-13-5460-121
155789	6	Invoice	LEGAL SERVICES	10/30/2018	1,858.92	10/19	100-24-13-5460-212
Total 155789:					.00		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					.00		
SANDRY FIRE SUPPLY (834)							
INV-003300	2	Invoice	TURNOUT GEAR	10/23/2018	11,675.00	10/19	100-21-22-5140-515
INV-003300	3	Invoice	TURNOUT GEAR	10/23/2018	11,675.00	10/19	100-41-22-5140-515
Total INV-003300:					.00		
Total SANDRY FIRE SUPPLY (834):					.00		
SHUCK-BRITSON, INC. (6635)							
118.0316.03-	2	Invoice	PRO SVS: 605 2nd ST (Fuhs Bldg) thru 9.30.18	10/31/2018	618.00	10/19	100-23-36-5393-212
118.0316.03-	3	Invoice	PRO SVS: 605 2nd ST (Fuhs Bldg) thru 9.30.18	10/31/2018	618.00	10/19	100-23-36-5397-299
Total 118.0316.03-2:					.00		
Total SHUCK-BRITSON, INC. (6635):					.00		
Total 11/19/2018:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DAILY FREEMAN JOURNAL, INC. (211)							
4414	2	Invoice	LEGAL PUBL - DEMOLITION PROJECT @ 60	11/29/2018	44.19	10/19	100-23-36-5393-210
4414	3	Invoice	LEGAL PUBL - DEMOLITION PROJECT @ 60	11/29/2018	44.19	10/19	100-23-36-5397-299
Total 4414:					.00		
Total DAILY FREEMAN JOURNAL, INC. (211):					.00		
SHUCK-BRITSON, INC. (6635)							
118.0316.03-	2	Invoice	PRO SVS: 605 2nd ST (Fuhs Bldg) thru 10.31.1	11/30/2018	6,935.80	10/19	100-23-36-5393-212
118.0316.03-	3	Invoice	PRO SVS: 605 2nd ST (Fuhs Bldg) thru 10.31.1	11/30/2018	6,935.80	10/19	100-23-36-5397-299
Total 118.0316.03-3:					.00		
Total SHUCK-BRITSON, INC. (6635):					.00		
Total 12/17/2018:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CASADY BROTHERS IMP. (145)							
17741W	2	Invoice	SVC/REPAIR TRACTOR	02/23/2019	1,672.08	10/19	205-23-45-5372-319
17741W	3	Invoice	SVC/REPAIR TRACTOR	02/23/2019	1,672.08	10/19	205-23-45-5372-314
Total 17741W:					.00		
Total CASADY BROTHERS IMP. (145):					.00		
Total 03/04/2019:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
US BANK OPERATIONS CENTER (4821)							
041919	1	Invoice	PRINCIPAL PYMT - EL BOND SERIES	04/19/2019	38,750.00	10/19	601-21009
041919	2	Invoice	INTEREST PAYMENT-EL BOND SERIES	04/19/2019	56,280.83	10/19	601-23-98-5938-911
Total 041919:					95,030.83		
Total US BANK OPERATIONS CENTER (4821):					95,030.83		
Total 04/19/2019:					95,030.83		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
IOWA LAW ENFORCEMENT ACADEMY (480)							
042419	1	Invoice	TASER CERTIFICATION/ANDREW LOWE	04/24/2019	225.00	10/19	100-21-21-5110-231
Total 042419:					225.00		
Total IOWA LAW ENFORCEMENT ACADEMY (480):					225.00		
MACHINE SHED (6803)							
042419	1	Invoice	ACADEMY MEAL EXP/ANDREW LOWE	04/24/2019	675.00	10/19	100-21-21-5110-231
Total 042419:					675.00		
Total MACHINE SHED (6803):					675.00		
Total 04/24/2019:					900.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
IOWA LAW ENFORCEMENT ACADEMY (480)							
042519	1	Invoice	ILEA UNIFORMS/ANDREW LOWE	04/25/2019	225.00	10/19	100-21-21-5110-231
Total 042519:					225.00		
Total IOWA LAW ENFORCEMENT ACADEMY (480):					225.00		
Total 04/25/2019:					225.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ADVANCED SYSTEMS, INC. (18)							
674182	1	Invoice	COPIER MAINTENANCE/COPY CHARGE	04/17/2019	10.05	11/19	100-24-14-5435-225
674182	2	Invoice	COPIER MAINTENANCE/COPY CHARGE	04/17/2019	72.59	11/19	601-23-80-5931-225
674182	3	Invoice	COPIER MAINTENANCE/COPY CHARGE	04/17/2019	22.33	11/19	602-23-80-5931-225
674182	4	Invoice	COPIER MAINTENANCE/COPY CHARGE	04/17/2019	6.70	11/19	603-23-80-5931-225
Total 674182:					111.67		
Total ADVANCED SYSTEMS, INC. (18):					111.67		
AFLAC, INC. (20)							
292655	1	Invoice	AFLAC PREMIUMS	04/16/2019	2,445.98	11/19	902-11215
Total 292655:					2,445.98		
Total AFLAC, INC. (20):					2,445.98		
ALTEC INDUSTRIES, INC. (35)							
11145708	1	Invoice	NYLON AUGER ROPE - TK#4	04/01/2019	141.23	11/19	601-23-52-5935-314
Total 11145708:					141.23		
Total ALTEC INDUSTRIES, INC. (35):					141.23		
ARNOLD MOTOR SUPPLY (68)							
26NV012426	1	Invoice	SEALER TK#10	04/17/2019	13.67	11/19	601-23-52-5935-314
Total 26NV012426:					13.67		
Total ARNOLD MOTOR SUPPLY (68):					13.67		
AVAILA BANK (6318)							
042919	1	Invoice	FULLER HALL INTEREST PYMT	04/29/2019	4,272.92	11/19	300-22-98-5295-911
042919	2	Invoice	FULLER HALL PRINCIPAL PYMT	04/29/2019	4,881.38	11/19	300-22-98-5295-910
Total 042919:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
BEAN, ADAM (6782)							
042419	1	Invoice	ELECTRIC REFUND	04/24/2019	98.07	11/19	601-23-80-5903-980
Total 042419:					98.07		
Total BEAN, ADAM (6782):					98.07		
BLACK HILLS ENERGY (3466)							
0976116930	1	Invoice	GAS UTILITY/LINE DEPT	04/10/2019	62.81	11/19	601-23-52-5586-234
0976116930	2	Invoice	GAS UTILITY/LINE DEPT	04/10/2019	62.80	11/19	601-23-52-5586-234
0976116930	3	Invoice	GAS UTILITY/LINE DEPT	04/10/2019	62.80	11/19	601-23-51-5566-234
Total 0976116930 04/10/19:					188.41		
2074931097	1	Invoice	GAS UTILITY/CEMETERY	04/22/2019	275.99	11/19	100-23-42-5371-234
Total 2074931097 04/22/19:					275.99		
4752063290	1	Invoice	GAS UTILITY/DEPOT	04/16/2019	81.33	11/19	100-22-42-5221-234

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 4752063290 04/16/19:					81.33		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	04/16/2019	204.91	11/19	100-22-42-5233-234
Total 5470636360 04/16/19:					204.91		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	04/16/2019	244.12	11/19	100-21-22-5140-234
Total 5542531803 04/16/19:					244.12		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT SHED	04/10/2019	120.03	11/19	602-23-61-5642-234
Total 5978424719 04/10/19:					120.03		
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	04/10/2019	256.79	11/19	602-23-61-5642-234
Total 6506969580 04/10/19:					256.79		
6886529163	1	Invoice	GAS UTILITY/OD POOL	04/23/2019	33.54	11/19	100-22-42-5242-234
Total 6886529163 04/23/19:					33.54		
7824805624	1	Invoice	GAS UTILITY/WWTP	04/23/2019	834.10	11/19	603-23-70-5642-234
Total 7824805624 04/23/19:					834.10		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	04/16/2019	226.93	11/19	100-22-42-5280-234
Total 8081102404 04/16/19:					226.93		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	04/23/2019	178.48	11/19	204-23-30-5310-234
Total 9634407409 04/23/19:					178.48		
Total BLACK HILLS ENERGY (3466):					2,644.63		
BOLTON & MENK INC. (106)							
0231363	1	Invoice	PROF SVS - WW PLANT, MARY ANN'S TREA	03/29/2019	1,650.00	11/19	603-23-70-5652-860
Total 0231363:					1,650.00		
Total BOLTON & MENK INC. (106):					1,650.00		
BOMGAARS (5165)							
52456652	1	Invoice	HONDA PUMP	04/18/2019	409.99	11/19	601-23-52-5935-314
Total 52456652:					409.99		
62453397	1	Invoice	UTILITY WATER PUMP	04/08/2019	99.99	11/19	601-23-52-5935-314
Total 62453397:					99.99		
62453655	1	Invoice	4-1/2" DIAMOND BLADE + INKZALL MARKER	04/09/2019	23.23	11/19	601-23-52-5588-318
Total 62453655:					23.23		
62454147	1	Invoice	SHOP TOWELS	04/10/2019	6.00	11/19	601-23-80-5905-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
62454147	2	Invoice	SHOP TOWELS	04/10/2019	5.99	11/19	602-23-80-5903-318
Total 62454147:					11.99		
62454318	1	Invoice	D.E.F. & GREASE	04/11/2019	16.78	11/19	602-23-61-5935-315
Total 62454318:					16.78		
62454386	1	Invoice	BAILING TWINE	04/11/2019	53.98	11/19	601-23-52-5588-318
Total 62454386:					53.98		
62454909	1	Invoice	MISC SMALL TOOLS	04/13/2019	38.22	11/19	100-21-22-5140-311
Total 62454909:					38.22		
62456182	1	Invoice	MULTI-TOOL + BLADE & BLADE SET	04/17/2019	64.74	11/19	601-23-52-5588-311
62456182	2	Invoice	MULTI-TOOL + BLADE & BLADE SET	04/17/2019	64.73	11/19	601-23-51-5566-311
Total 62456182:					129.47		
62456188	1	Invoice	PLASTIC PIPE/GRASS SEED	04/17/2019	127.79	11/19	100-22-42-5210-318
Total 62456188:					127.79		
62456318	1	Invoice	MATERIAL FOR SCHOOL HOUSE (Barnes)	04/17/2019	22.83	11/19	534-23-42-5221-310
Total 62456318:					22.83		
62456491	1	Invoice	6" & 25' HOSE + CONNECTORS	04/18/2019	43.71	11/19	601-23-52-5588-318
Total 62456491:					43.71		
62456645	1	Invoice	6/32 X 2-1/2" FASTENERS FOR CITY HALL	04/18/2019	3.49	11/19	100-24-36-5480-880
62456645	2	Invoice	6/32 X 2-1/2" FASTENERS FOR CITY HALL	04/18/2019	2.50	11/19	601-23-36-5480-880
62456645	3	Invoice	6/32 X 2-1/2" FASTENERS FOR CITY HALL	04/18/2019	2.00	11/19	602-23-36-5480-880
62456645	4	Invoice	6/32 X 2-1/2" FASTENERS FOR CITY HALL	04/18/2019	2.00	11/19	603-23-36-5480-880
Total 62456645:					9.99		
62456651	1	Invoice	RETURNED PUMP	04/18/2019	99.99	11/19	601-23-52-5935-314
Total 62456651:					99.99		
62458048	1	Invoice	ZIP TIES-WIRE LOOM/CONDUIT-SCREWS+C	04/22/2019	11.22	11/19	100-24-36-5480-880
62458048	2	Invoice	ZIP TIES-WIRE LOOM/CONDUIT-SCREWS+C	04/22/2019	8.01	11/19	601-23-36-5480-880
62458048	3	Invoice	ZIP TIES-WIRE LOOM/CONDUIT-SCREWS+C	04/22/2019	6.41	11/19	602-23-36-5480-880
62458048	4	Invoice	ZIP TIES-WIRE LOOM/CONDUIT-SCREWS+C	04/22/2019	6.41	11/19	603-23-36-5480-880
Total 62458048:					32.05		
62458597	1	Invoice	FLEX SHAFT & GROUND BAR KIT (SCHOOL	04/23/2019	39.48	11/19	534-23-42-5221-212
Total 62458597:					39.48		
62459289	1	Invoice	BOLTS/NUTS FOR PICNIC TABLES	04/25/2019	92.69	11/19	100-22-42-5210-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62459289:					92.69		
62460605	1	Invoice	MATERIAL TO REPAIR DEPOT TABLE	04/29/2019	46.51	11/19	100-22-42-5221-310
Total 62460605:					46.51		
Total BOMGAARS (5165):					1,098.71		
BORDER STATES INDUSTRIES INC (6630)							
917531781	1	Invoice	25 LED STREET LIGHTS	04/17/2019	6,847.20	11/19	601-23-52-5588-318
Total 917531781:					6,847.20		
Total BORDER STATES INDUSTRIES INC (6630):					6,847.20		
BROWN SUPPLY COMPANY, INC. (122)							
91802	1	Invoice	MATERIAL TO RUN WATER INTO SUBSTATI	04/04/2019	450.59	11/19	601-23-51-5569-310
91802	2	Invoice	UPDATE WATER SUPPLY TO PETERSON C	04/04/2019	545.00	11/19	602-23-62-5662-318
Total 91802:					995.59		
91803	1	Invoice	WATER SERVICE REPAIR - PETERSON CON	04/04/2019	638.82	11/19	602-23-62-5662-318
Total 91803:					638.82		
91811	1	Invoice	WATER SERVICE REPAIR - MERTZ ENG	04/04/2019	474.83	11/19	602-23-62-5662-318
Total 91811:					474.83		
92024	1	Invoice	1-1/4" x 1" UNION - MERTZ WATER SERVICE	04/15/2019	58.84	11/19	602-23-62-5662-318
Total 92024:					58.84		
92097	1	Invoice	CAUTION TAPE	04/17/2019	124.20	11/19	204-23-30-5310-318
92097	2	Invoice	CAUTION TAPE	04/17/2019	37.80	11/19	602-23-62-5662-318
92097	3	Invoice	CAUTION TAPE	04/17/2019	18.00	11/19	603-23-71-5662-318
92097	4	Invoice	11/16" & 15/16" CARBIDE TIPPED HOLE SAW	04/17/2019	169.60	11/19	602-23-62-5662-311
Total 92097:					349.60		
Total BROWN SUPPLY COMPANY, INC. (122):					2,517.68		
CANDELARIO, JAIME (5153)							
613050626	1	Invoice	CUSTOMER DEPOSIT REFUND	04/30/2019	104.62	11/19	601-21011
Total 613050626:					104.62		
Total CANDELARIO, JAIME (5153):					104.62		
CAPITAL SANITARY SUPPLY (6096)							
C278362	1	Invoice	TP/PAPER TOWELS	03/20/2019	29.95	11/19	100-24-36-5480-318
C278362	2	Invoice	TP/PAPER TOWELS	03/20/2019	21.41	11/19	601-23-36-5480-318
C278362	3	Invoice	TP/PAPER TOWELS	03/20/2019	17.11	11/19	602-23-36-5480-318
C278362	4	Invoice	TP/PAPER TOWELS	03/20/2019	17.11	11/19	603-23-36-5480-318
Total C278362:					85.58		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
C278439	1	Invoice	PAPER TOWELS	03/20/2019	7.13	11/19	100-24-36-5480-318
C278439	2	Invoice	PAPER TOWELS	03/20/2019	5.09	11/19	601-23-36-5480-318
C278439	3	Invoice	PAPER TOWELS	03/20/2019	4.07	11/19	602-23-36-5480-318
C278439	4	Invoice	PAPER TOWELS	03/20/2019	4.07	11/19	603-23-36-5480-318
Total C278439:					20.36		
C279621	1	Invoice	PLATES	04/10/2019	6.28	11/19	100-24-36-5480-318
C279621	2	Invoice	PLATES	04/10/2019	4.49	11/19	601-23-36-5480-318
C279621	3	Invoice	PLATES	04/10/2019	3.59	11/19	602-23-36-5480-318
C279621	4	Invoice	PLATES	04/10/2019	3.59	11/19	603-23-36-5480-318
Total C279621:					17.95		
C279665	1	Invoice	CHAIR MAT	04/24/2019	111.65	11/19	100-24-36-5480-318
C279665	2	Invoice	CHAIR MAT	04/24/2019	79.75	11/19	601-23-36-5480-318
C279665	3	Invoice	CHAIR MAT	04/24/2019	63.80	11/19	602-23-36-5480-318
C279665	4	Invoice	CHAIR MAT	04/24/2019	63.80	11/19	603-23-36-5480-318
Total C279665:					319.00		
C280295	1	Invoice	MISC CLEANING SUPPLIES/FULLER HALL	04/17/2019	339.04	11/19	100-22-42-5233-318
Total C280295:					339.04		
Total CAPITAL SANITARY SUPPLY (6096):					781.93		
CASADY BROTHERS IMP. (145)							
17826W	1	Invoice	LABOR FOR REPLACING MOTOR IN SKIDLO	04/10/2019	6,698.24	11/19	601-23-52-5935-227
Total 17826W:					6,698.24		
54778W	1	Invoice	PLOW BOLTS	04/11/2019	22.50	11/19	204-23-30-5310-314
Total 54778W:					22.50		
54818W	1	Invoice	PARTS FOR TRIMMER/POLE SAW	04/15/2019	4.68	11/19	100-22-42-5210-314
Total 54818W:					4.68		
54860W	1	Invoice	WHEEL ASSEMBLY FOR POWER BROOM	04/17/2019	60.56	11/19	100-22-42-5210-314
Total 54860W:					60.56		
Total CASADY BROTHERS IMP. (145):					6,785.98		
CENTRAL IOWA BLDG SUPPLY (1298)							
100746731	1	Invoice	MATERIAL TO MAKE STEEL GRATE / ST#8 &	04/17/2019	366.13	11/19	204-23-30-5310-314
Total 100746731:					366.13		
10076506	1	Invoice	4X4 12ga STEEL	04/08/2019	59.65	11/19	601-23-52-5588-318
Total 10076506:					59.65		
10076567	1	Invoice	4X4 11ga STEEL	04/09/2019	69.25	11/19	601-23-52-5588-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 10076567:					69.25		
10076852	1	Invoice	3 STAINLESS STEEL BRACKETS + BOLTS,W	04/24/2019	85.26	11/19	100-23-30-5350-314
Total 10076852:					85.26		
Total CENTRAL IOWA BLDG SUPPLY (1298):					580.29		
CHIZEK LAW OFFICE (5715)							
041619	1	Invoice	COST ADVANCED/PUBLISH CITATION/HISLE	04/16/2019	154.50	11/19	100-21-18-5190-210
Total 041619:					154.50		
042919	1	Invoice	CITY ATTORNEY FEES/MAY 2019	04/29/2019	1,083.33	11/19	100-24-13-5460-212
042919	2	Invoice	CITY ATTORNEY FEES/MAY 2019	04/29/2019	2,979.17	11/19	601-24-13-5460-212
042919	3	Invoice	CITY ATTORNEY FEES/MAY 2019	04/29/2019	677.09	11/19	602-24-13-5460-212
042919	4	Invoice	CITY ATTORNEY FEES/MAY 2019	04/29/2019	677.08	11/19	603-24-13-5460-212
Total 042919:					5,416.67		
Total CHIZEK LAW OFFICE (5715):					5,571.17		
CINTAS CORPORATION (6330)							
762669492	1	Invoice	FR CLOTHING/UNIFORM RENTAL	04/08/2019	14.72	11/19	601-23-51-5566-312
762669492	2	Invoice	FR CLOTHING/UNIFORM RENTAL	04/08/2019	51.69	11/19	601-23-52-5588-312
762669492	3	Invoice	FR CLOTHING/UNIFORM RENTAL	04/08/2019	7.92	11/19	601-23-80-5905-312
762669492	4	Invoice	FR CLOTHING/UNIFORM RENTAL	04/08/2019	7.92	11/19	602-23-80-5903-312
Total 762669492:					82.25		
762670974	1	Invoice	FR CLOTHING/UNIFORM RENTAL	04/15/2019	14.72	11/19	601-23-51-5566-312
762670974	2	Invoice	FR CLOTHING/UNIFORM RENTAL	04/15/2019	51.69	11/19	601-23-52-5588-312
762670974	3	Invoice	FR CLOTHING/UNIFORM RENTAL	04/15/2019	7.92	11/19	601-23-80-5905-312
762670974	4	Invoice	FR CLOTHING/UNIFORM RENTAL	04/15/2019	7.92	11/19	602-23-80-5903-312
Total 762670974:					82.25		
762672473	1	Invoice	FR CLOTHING/UNIFORM RENTAL	04/22/2019	14.72	11/19	601-23-51-5566-312
762672473	2	Invoice	FR CLOTHING/UNIFORM RENTAL	04/22/2019	51.69	11/19	601-23-52-5588-312
762672473	3	Invoice	FR CLOTHING/UNIFORM RENTAL	04/22/2019	7.92	11/19	601-23-80-5905-312
762672473	4	Invoice	FR CLOTHING/UNIFORM RENTAL	04/22/2019	7.92	11/19	602-23-80-5903-312
Total 762672473:					82.25		
Total CINTAS CORPORATION (6330):					246.75		
CITY OF WEBSTER CITY (176)							
041519 605	1	Invoice	CITY UTILITIES-605 SECOND STREET	04/15/2019	171.38	11/19	100-23-36-5397-233
Total 041519 605 2ND ST:					171.38		
042519	1	Invoice	CITY UTILITIES	04/25/2019	775.36	11/19	100-24-36-5480-233
042519	2	Invoice	CITY UTILITIES	04/25/2019	553.83	11/19	601-23-36-5480-233
042519	3	Invoice	CITY UTILITIES	04/25/2019	443.06	11/19	602-23-36-5480-233
042519	4	Invoice	CITY UTILITIES	04/25/2019	443.06	11/19	603-23-36-5480-233
042519	5	Invoice	CITY UTILITIES	04/25/2019	1,003.22	11/19	100-21-22-5140-233
042519	6	Invoice	CITY UTILITIES	04/25/2019	704.38	11/19	204-23-30-5310-233

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
042519	7	Invoice	CITY UTILITIES	04/25/2019	845.12	11/19	100-21-30-5120-233
042519	8	Invoice	CITY UTILITIES	04/25/2019	189.45	11/19	602-23-62-5662-233
042519	9	Invoice	CITY UTILITIES	04/25/2019	680.39	11/19	603-23-71-5662-233
042519	10	Invoice	CITY UTILITIES	04/25/2019	17,483.03	11/19	603-23-70-5642-233
042519	11	Invoice	CITY UTILITIES	04/25/2019	10,099.03	11/19	100-21-30-5160-233
042519	12	Invoice	CITY UTILITIES	04/25/2019	286.24	11/19	100-22-42-5221-233
042519	13	Invoice	CITY UTILITIES	04/25/2019	310.00	11/19	100-22-42-5210-233
042519	14	Invoice	CITY UTILITIES	04/25/2019	26.96	11/19	100-22-42-5210-233
042519	15	Invoice	CITY UTILITIES	04/25/2019	494.17	11/19	100-22-42-5222-233
042519	16	Invoice	CITY UTILITIES	04/25/2019	4,778.11	11/19	100-22-42-5233-233
042519	17	Invoice	CITY UTILITIES	04/25/2019	380.49	11/19	100-23-42-5371-233
042519	18	Invoice	CITY UTILITIES	04/25/2019	8,512.73	11/19	602-23-60-5601-233
042519	19	Invoice	CITY UTILITIES	04/25/2019	237.30	11/19	601-23-51-5566-233
042519	20	Invoice	CITY UTILITIES	04/25/2019	244.49	11/19	601-23-52-5588-233
042519	21	Invoice	CITY UTILITIES	04/25/2019	237.30	11/19	601-23-52-5586-233
042519	22	Invoice	CITY UTILITIES	04/25/2019	2,013.42	11/19	602-23-61-5642-233
042519	23	Invoice	CITY UTILITIES	04/25/2019	381.30	11/19	100-23-43-5361-233
042519	24	Invoice	CITY UTILITIES	04/25/2019	716.72	11/19	100-22-42-5280-233
042519	25	Invoice	CITY UTILITIES	04/25/2019	363.83	11/19	100-21-22-5140-233
Total 042519:					52,202.99		
042519 SHE	1	Invoice	UTILITIES/WEST TWIN SHELTER	04/25/2019	17.24	11/19	100-22-42-5222-233
Total 042519 SHELTER:					17.24		
042519 WEL	1	Invoice	CITY UTILITIES/Well #8	04/25/2019	1,451.46	11/19	602-23-60-5601-233
Total 042519 WELL #8:					1,451.46		
Total CITY OF WEBSTER CITY (176):					53,843.07		
CORN BELT POWER COOP, INC. (197)							
13544	1	Invoice	RELAY TESTING	04/10/2019	1,920.24	11/19	601-23-51-5566-299
Total 13544:					1,920.24		
13548	1	Invoice	TAPE READINGS AND REPORTS	04/12/2019	40.00	11/19	601-23-51-5566-299
Total 13548:					40.00		
Total CORN BELT POWER COOP, INC. (197):					1,960.24		
COUNSEL OFFICE & DOCUMENT (3995)							
34AR374319	1	Invoice	COPIER MAINTENANCE/COPY CHARGES-F	02/25/2019	34.00	11/19	100-22-42-5233-318
Total 34AR374319:					34.00		
34AR380140	1	Invoice	COPIER MAINTENANCE/COPY CHARGES-F	03/20/2019	44.53	11/19	100-22-42-5233-318
Total 34AR380140:					44.53		
34AR385399	1	Invoice	LEASE AGREEMENT & COPY CHARGE-STR	04/12/2019	46.14	11/19	204-23-30-5310-225
Total 34AR385399:					46.14		
34AR387454	1	Invoice	COPIER MAINTENANCE/COPY CHARGES-F	04/23/2019	137.13	11/19	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 34AR387454:					137.13		
34AR388894	1	Invoice	COPY CHARGE	04/29/2019	19.06	11/19	100-24-14-5435-225
34AR388894	2	Invoice	COPY CHARGE	04/29/2019	137.65	11/19	601-23-80-5931-225
34AR388894	3	Invoice	COPY CHARGE	04/29/2019	42.35	11/19	602-23-80-5931-225
34AR388894	4	Invoice	COPY CHARGE	04/29/2019	12.71	11/19	603-23-80-5931-225
Total 34AR388894(02/14/19):					211.77		
34AR388895	1	Invoice	COPY CHARGE	04/29/2019	17.14	11/19	100-24-14-5435-225
34AR388895	2	Invoice	COPY CHARGE	04/29/2019	123.82	11/19	601-23-80-5931-225
34AR388895	3	Invoice	COPY CHARGE	04/29/2019	38.10	11/19	602-23-80-5931-225
34AR388895	4	Invoice	COPY CHARGE	04/29/2019	11.43	11/19	603-23-80-5931-225
Total 34AR388895(03/14/19):					190.49		
34AR388896	1	Invoice	COPY CHARGE	04/29/2019	18.49	11/19	100-24-14-5435-225
34AR388896	2	Invoice	COPY CHARGE	04/29/2019	133.56	11/19	601-23-80-5931-225
34AR388896	3	Invoice	COPY CHARGE	04/29/2019	41.09	11/19	602-23-80-5931-225
34AR388896	4	Invoice	COPY CHARGE	04/29/2019	12.33	11/19	603-23-80-5931-225
Total 34AR388896(4/15/19):					205.47		
AR365938	1	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	7.00	11/19	100-24-12-5430-225
AR365938	2	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	19.25	11/19	601-23-81-5931-225
AR365938	3	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	4.38	11/19	602-23-81-5931-225
AR365938	4	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	4.38	11/19	603-23-81-5931-225
AR365938	5	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	3.15	11/19	100-24-14-5435-225
AR365938	6	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	22.75	11/19	601-23-80-5931-225
AR365938	7	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	7.00	11/19	602-23-80-5931-225
AR365938	8	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	2.10	11/19	603-23-80-5931-225
AR365938	9	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	2.97	11/19	100-24-30-5380-225
AR365938	10	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	2.97	11/19	601-24-30-5380-225
AR365938	11	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	2.97	11/19	602-24-30-5380-225
AR365938	12	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	2.98	11/19	603-24-30-5380-225
AR365938	13	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	11.55	11/19	100-21-18-5190-225
AR365938	14	Invoice	LEASE AGREEMENT & COPY CHARGE	01/18/2019	11.55	11/19	100-24-18-5470-225
AR365938	15	Invoice	COPY CHARGE	01/18/2019	17.12	11/19	100-24-14-5435-225
AR365938	16	Invoice	COPY CHARGE	01/18/2019	123.64	11/19	601-23-80-5931-225
AR365938	17	Invoice	COPY CHARGE	01/18/2019	38.04	11/19	602-23-80-5931-225
AR365938	18	Invoice	COPY CHARGE	01/18/2019	11.41	11/19	603-23-80-5931-225
Total AR365938:					295.21		
AR367523	1	Invoice	COPIER MAINTENANCE/COPY CHARGES-F	01/28/2019	147.83	11/19	100-22-42-5233-318
Total AR367523:					147.83		
Total COUNSEL OFFICE & DOCUMENT (3995):					1,312.57		
CRESCENT ELECTRIC SUPPLY (203)							
S506296118.	1	Invoice	FAN DELAY (PD GARAGE / ORTON)	04/02/2019	22.86	11/19	100-21-21-5110-310
Total S506296118.001:					22.86		
Total CRESCENT ELECTRIC SUPPLY (203):					22.86		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CULLIGAN FORT DODGE (207)							
032019	1	Invoice	AIRPORT-SOFT WATER SERVICE	03/20/2019	159.30	11/19	205-23-45-5372-299
Total 032019:					159.30		
042019	1	Invoice	AIRPORT-SOFT WATER SERVICE	04/20/2019	131.51	11/19	205-23-45-5372-299
Total 042019:					131.51		
Total CULLIGAN FORT DODGE (207):					290.81		
DAILY FREEMAN JOURNAL, INC. (211)							
4822	1	Invoice	PH/DISPOSAL OF PROPERTY	03/22/2019	15.22	11/19	100-24-18-5470-210
Total 4822:					15.22		
4844	1	Invoice	CM 03/18/2019	04/05/2019	324.06	11/19	100-24-14-5435-210
Total 4844:					324.06		
4853	1	Invoice	LEGAL PUBL - UND GRD CONVERSION PRO	04/18/2019	103.11	11/19	601-23-52-5588-871
Total 4853:					103.11		
4854	1	Invoice	ORD 2019-1820/CHAPTER 55	04/09/2019	85.24	11/19	100-21-18-5190-210
Total 4854:					85.24		
4855	1	Invoice	ORD 2019-1821/JUNK-JUNK VEH	04/09/2019	18.82	11/19	100-21-18-5190-210
Total 4855:					18.82		
4862	1	Invoice	AIRPORT/DBE NOTICE	04/10/2019	15.71	11/19	205-23-45-5372-210
Total 4862:					15.71		
4866	1	Invoice	CM 04/01/2019	04/11/2019	302.46	11/19	100-24-14-5435-210
Total 4866:					302.46		
4881	1	Invoice	RESO 2019-073/SMALL WIRELESS POLICY	04/16/2019	18.17	11/19	100-24-14-5435-210
Total 4881:					18.17		
4910	1	Invoice	WORK SESSION 04/08/2019	04/22/2019	31.92	11/19	100-24-14-5435-210
Total 4910:					31.92		
4911	1	Invoice	SPECIAL SESSION 04/08/2019	04/22/2019	38.30	11/19	100-24-14-5435-210
Total 4911:					38.30		
4914	1	Invoice	CM 04/15/2019	04/23/2019	212.11	11/19	100-24-14-5435-210
Total 4914:					212.11		
Total DAILY FREEMAN JOURNAL, INC. (211):					1,165.12		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DELL MARKETING L.P. (221)							
1030799042	1	Invoice	OPTIPLEX 3050 AIO XCTO	04/04/2019	121.55	11/19	100-24-16-5420-399
1030799042	2	Invoice	OPTIPLEX 3050 AIO XCTO	04/04/2019	445.70	11/19	601-24-16-5930-399
1030799042	3	Invoice	OPTIPLEX 3050 AIO XCTO	04/04/2019	121.55	11/19	602-24-16-5930-399
1030799042	4	Invoice	OPTIPLEX 3050 AIO XCTO	04/04/2019	121.55	11/19	603-24-16-5921-399
Total 10307990425:					810.35		
1031083033	1	Invoice	REPLACEMENT Pc's	04/19/2019	348.83	11/19	100-24-16-5420-317
1031083033	2	Invoice	REPLACEMENT Pc's	04/19/2019	1,279.02	11/19	601-24-16-5921-317
1031083033	3	Invoice	REPLACEMENT Pc's	04/19/2019	348.83	11/19	602-24-16-5921-317
1031083033	4	Invoice	REPLACEMENT Pc's	04/19/2019	348.82	11/19	603-24-16-5921-317
Total 10310830334:					2,325.50		
Total DELL MARKETING L.P. (221):					3,135.85		
DOOLITTLE OIL COMPANY, INC. (243)							
67900 & 681	1	Invoice	GAS REPORT	04/10/2019	2,317.68	11/19	100-21-21-5110-315
67900 & 681	2	Invoice	GAS REPORT	04/10/2019	60.13	11/19	100-21-22-5140-315
67900 & 681	3	Invoice	GAS REPORT	04/10/2019	805.80	11/19	204-23-30-5310-315
67900 & 681	4	Invoice	GAS REPORT	04/10/2019	186.64	11/19	603-23-70-5935-315
67900 & 681	5	Invoice	GAS REPORT	04/10/2019	317.82	11/19	602-23-61-5935-315
67900 & 681	6	Invoice	GAS REPORT	04/10/2019	51.79	11/19	100-21-18-5190-315
67900 & 681	7	Invoice	GAS REPORT	04/10/2019	726.32	11/19	601-23-52-5935-315
67900 & 681	8	Invoice	GAS REPORT	04/10/2019	159.25	11/19	601-23-80-5935-315
67900 & 681	9	Invoice	GAS REPORT	04/10/2019	159.25	11/19	602-23-80-5935-315
67900 & 681	10	Invoice	GAS REPORT	04/10/2019	79.18	11/19	100-22-42-5233-315
67900 & 681	11	Invoice	GAS REPORT	04/10/2019	125.62	11/19	100-22-42-5210-315
67900 & 681	12	Invoice	GAS REPORT	04/10/2019	.30	11/19	100-23-42-5371-315
67900 & 681	13	Invoice	GAS REPORT	04/10/2019	471.65	11/19	100-24-14-5435-315
67900 & 681	14	Invoice	GAS REPORT	04/10/2019	932.37	11/19	204-23-30-5310-315
67900 & 681	15	Invoice	GAS REPORT	04/10/2019	199.35	11/19	602-23-61-5935-315
67900 & 681	16	Invoice	GAS REPORT	04/10/2019	795.00	11/19	601-23-52-5935-315
67900 & 681	17	Invoice	GAS REPORT	04/10/2019	64.40	11/19	100-22-42-5210-315
67900 & 681	18	Invoice	GAS REPORT	04/10/2019	25.06	11/19	100-23-42-5371-315
67900 & 681	19	Invoice	GAS REPORT	04/10/2019	895.62	11/19	100-24-14-5435-315
Total 67900 & 68151:					8,373.03		
Total DOOLITTLE OIL COMPANY, INC. (243):					8,373.03		
EDDINGTON, CHRISTOPHER (6805)							
1948400930	1	Invoice	CUSTOMER DEPOSIT REFUND	04/12/2019	12.12	11/19	601-21011
Total 1948400930:					12.12		
Total EDDINGTON, CHRISTOPHER (6805):					12.12		
ELECTRICAL ENGINEERING & EQUIP (257)							
6399625-00	1	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/13/2019	77.59	11/19	100-24-36-5480-880
6399625-00	2	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/13/2019	55.43	11/19	601-23-36-5480-880
6399625-00	3	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/13/2019	44.34	11/19	602-23-36-5480-880
6399625-00	4	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/13/2019	44.34	11/19	603-23-36-5480-880
Total 6399625-00:					221.70		
6403012-00	1	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/04/2019	28.43	11/19	100-24-36-5480-880

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
6403012-00	2	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/04/2019	20.31	11/19	601-23-36-5480-880
6403012-00	3	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/04/2019	16.25	11/19	602-23-36-5480-880
6403012-00	4	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/04/2019	16.25	11/19	603-23-36-5480-880
Total 6403012-00:					81.24		
6403778-00	1	Invoice	CREDIT - POWER POLE FOR CITY HALL	04/05/2019	86.80-	11/19	100-24-12-5430-310
6403778-00	2	Invoice	CREDIT - POWER POLE FOR CITY HALL	04/05/2019	62.00-	11/19	601-23-36-5480-310
6403778-00	3	Invoice	CREDIT - POWER POLE FOR CITY HALL	04/05/2019	49.60-	11/19	602-23-36-5480-310
6403778-00	4	Invoice	CREDIT - POWER POLE FOR CITY HALL	04/05/2019	49.60-	11/19	603-23-36-5480-310
Total 6403778-00:					248.00-		
6404782-00	1	Invoice	11-in-1 SCREW DRIVER	04/10/2019	11.01	11/19	601-23-52-5588-311
6404782-00	2	Invoice	11-in-1 SCREW DRIVER	04/10/2019	11.01	11/19	601-23-51-5566-311
6404782-00	3	Invoice	FISH TAPE / ORANGE&BLUE WIRE NUTS / T	04/10/2019	296.41	11/19	601-23-52-5588-318
Total 6404782-00:					318.43		
6406197-00	1	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/08/2019	36.81	11/19	100-24-36-5480-880
6406197-00	2	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/08/2019	26.30	11/19	601-23-36-5480-880
6406197-00	3	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/08/2019	21.03	11/19	602-23-36-5480-310
6406197-00	4	Invoice	MATERIAL FOR CITY HALL - (ORTON)	04/08/2019	21.03	11/19	603-23-36-5480-880
Total 6406197-00:					105.17		
Total ELECTRICAL ENGINEERING & EQUIP (257):					478.54		
ELECTRONIC ENGINEERING-D M (260)							
109006751	1	Invoice	PAGER SERVICE	04/15/2019	27.90	11/19	100-41-21-5110-515
Total 109006751:					27.90		
Total ELECTRONIC ENGINEERING-D M (260):					27.90		
ESTLUND HEATING & AC (2137)							
7847	1	Invoice	DEPOT FURNACE REPAIR	04/22/2019	255.00	11/19	100-22-42-5221-226
Total 7847:					255.00		
Total ESTLUND HEATING & AC (2137):					255.00		
FLUGSTAD, JOSH (5353)							
032619	1	Invoice	ENERGY EFFICIENCY REPATE	03/26/2019	106.47	11/19	601-23-36-5930-979
032619	2	Invoice	ENERGY EFFICIENCY REPATE	03/26/2019	75.00	11/19	601-23-36-5930-979
Total 032619:					181.47		
Total FLUGSTAD, JOSH (5353):					181.47		
FRIZELL, MICHAEL (3946)							
041319	1	Invoice	ENERGY EFFICIENCY REBATE	04/13/2019	150.00	11/19	601-23-36-5930-979
041319	2	Invoice	LED LIGHTING REBATE	04/13/2019	100.00	11/19	601-23-36-5930-979
041319	3	Invoice	CORN BELT LED LIGHTING REBATE	04/13/2019	66.00	11/19	601-23-53-5930-979
Total 041319:					316.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total FRIZELL, MICHAEL (3945):					316.00		
G & L CLOTHING (6099)							
2-750058	1	Invoice	2 FR SHIRTS	04/09/2019	197.74	11/19	601-23-51-5566-312
Total 2-750058:					197.74		
2-750058-02	1	Invoice	FR SHIRTS	04/22/2019	395.47	11/19	601-23-52-5588-312
Total 2-750058-02:					395.47		
Total G & L CLOTHING (6099):					593.21		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
012360930	1	Invoice	TROUSERS/LOWE	04/01/2019	91.39	11/19	100-21-21-5110-312
Total 012360930:					91.39		
012442442	1	Invoice	UNIFORM EXPENSES	04/10/2019	265.49	11/19	100-21-21-5110-312
Total 012442442:					265.49		
012442462	1	Invoice	MAG HOLDER/HANDCUFFS	04/10/2019	189.18	11/19	100-21-21-5110-312
Total 012442462:					189.18		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					546.06		
GERBER AUTO ELECTRIC (342)							
117816	1	Invoice	TIRE FOR A-36	04/10/2019	284.97	11/19	100-21-22-5140-314
Total 117816					284.97		
Total GERBER AUTO ELECTRIC (342):					284.97		
GRIMES ASPHALT & PAVING CORP. (1837)							
15958	1	Invoice	Cold mix 7.17TON	04/08/2019	1,046.82	11/19	204-23-30-5310-318
Total 15958:					1,046.82		
Total GRIMES ASPHALT & PAVING CORP. (1837):					1,046.82		
HAMES, MICHAEL (3962)							
041719	1	Invoice	ENERGY EFFICIENCY REBATE	04/17/2019	150.00	11/19	601-23-36-5930-979
041719	2	Invoice	CORN BELT EE RESIDENTIAL REBATE	04/17/2019	50.00	11/19	601-23-53-5930-979
041719	3	Invoice	CORN BELT EE RESIDENTIAL REBATE	04/17/2019	50.00	11/19	601-23-53-5930-979
Total 041719:					250.00		
Total HAMES, MICHAEL (3962):					250.00		
HAMILTON COUNTY CLERK OF COURT (369)							
02401 EQCV	1	Invoice	COURT COSTS/CARLSON	04/18/2019	90.00	11/19	100-21-18-5190-211
Total 02401 EQCV029308:					90.00		
Total HAMILTON COUNTY CLERK OF COURT (369):					90.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HAMILTON COUNTY WILDLIFE CONTROL (6804)							
042219	1	Invoice	REMOVAL OF BEAVERS & BROKE UP 2 DAM	04/22/2019	100.00	11/19	100-22-42-5210-299
Total 042219:					100.00		
Total HAMILTON COUNTY WILDLIFE CONTROL (6804):					100.00		
HAWKINS, INC. (3668)							
4473251	1	Invoice	2 DRUMS LPC-AM (PHOSPHATE)	04/02/2019	1,921.00	11/19	603-23-70-5641-318
Total 4473251:					1,921.00		
4473421	1	Invoice	Chlorine & SODIUM BISULFITE	04/04/2019	2,377.48	11/19	602-23-61-5642-318
Total 4473421:					2,377.48		
4473428	1	Invoice	Chlorine EJECTOR	04/04/2019	575.87	11/19	603-23-70-5642-318
Total 4473428:					575.87		
Total HAWKINS, INC. (3668):					4,874.35		
HENDERSON, LINDSAY (6585)							
041219	1	Invoice	MILEAGE EXP/RURAL DEV SUMMIT	04/12/2019	58.32	11/19	100-23-36-5393-232
041219	2	Invoice	MILEAGE EXP/RURAL DEV SUMMIT	04/12/2019	58.32	11/19	601-23-36-5393-232
Total 041219:					116.64		
Total HENDERSON, LINDSAY (6585):					116.64		
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
496876	1	Invoice	HOLMES MURPHY FEES - MAY 2019	04/24/2019	2,205.00	11/19	902-11215
Total 496876:					2,205.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,205.00		
inTANDEM (6526)							
2034	1	Invoice	RETAINER/MAY 2019	04/28/2019	312.00	11/19	100-24-12-5430-299
2034	2	Invoice	RETAINER/MAY 2019	04/28/2019	1,040.00	11/19	601-23-81-5930-299
2034	3	Invoice	RETAINER/MAY 2019	04/28/2019	624.00	11/19	602-23-81-5930-299
2034	4	Invoice	RETAINER/MAY 2019	04/28/2019	104.00	11/19	603-23-81-5930-299
Total 2034:					2,080.00		
Total inTANDEM (6526):					2,080.00		
IOWA ASSN OF MUNICIPAL UTILITY (451)							
200006861	1	Invoice	OH WORKSHOP'18(Petersburg/Dayton/Mourto	04/22/2019	1,260.00	11/19	601-23-52-5926-231
Total 200006861:					1,260.00		
Total IOWA ASSN OF MUNICIPAL UTILITY (451):					1,260.00		
IOWA ONE CALL (485)							
210183	1	Invoice	ONE CALL SERVICES	04/12/2019	32.00	11/19	601-23-52-5930-299
210183	2	Invoice	ONE CALL SERVICES	04/12/2019	9.30	11/19	602-23-62-5662-299
210183	3	Invoice	ONE CALL SERVICES	04/12/2019	9.30	11/19	603-23-71-5662-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 210183:					50.60		
Total IOWA ONE CALL (485):					50.60		
IOWA PRISON INDUSTRIES (489)							
950997	1	Invoice	2- LOW CLEARANCE SIGNS	04/12/2019	90.50	11/19	100-21-30-5120-318
Total 950997:					90.50		
Total IOWA PRISON INDUSTRIES (489):					90.50		
JEO CONSULTING GROUP INC (6285)							
109021	1	Invoice	ENGR AIRPORT TAXIWAY PROJECT	04/11/2019	11,474.39	11/19	205-23-45-5372-880
Total 109021:					11,474.39		
Total JEO CONSULTING GROUP INC (6285):					11,474.39		
JIFFY PLUMBING, HEATING, & AC. (528)							
1012-33872	1	Invoice	REPAIR DW/HOT WATER AT SR CTR	04/11/2019	423.93	11/19	100-22-42-5280-226
Total 1012-33872:					423.93		
Total JIFFY PLUMBING, HEATING, & AC. (528):					423.93		
KIESLER'S POLICE SUPPLY, INC. (5763)							
IN108209	1	Invoice	GLOCK 22 GEN 3	04/23/2019	339.00	11/19	212-18-21-4110-704
Total IN108209:					339.00		
Total KIESLER'S POLICE SUPPLY, INC. (5763):					339.00		
KINNETZ SIGNS (547)							
042519	1	Invoice	RE SIGNS/PROP FOR SALE	04/25/2019	85.00	11/19	100-21-18-5190-318
Total 042519:					85.00		
Total KINNETZ SIGNS (547):					85.00		
LAMPERT'S (564)							
24318661	1	Invoice	CONCRETE MIX	04/08/2019	19.95	11/19	204-23-30-5310-318
Total 24318661:					19.95		
24318861	1	Invoice	20V BAND SAW	04/11/2019	241.84	11/19	204-23-30-5310-311
24318861	2	Invoice	20V BAND SAW	04/11/2019	73.60	11/19	602-23-62-5662-311
24318861	3	Invoice	20V BAND SAW	04/11/2019	35.05	11/19	603-23-71-5662-318
Total 24318861:					350.49		
24319318	1	Invoice	WOOD FOR MAILBOXES - BREWER 5&6	04/18/2019	112.98	11/19	502-23-30-5310-299
Total 24319318:					112.98		
Total LAMPERT'S (564):					483.42		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
LINCOLN NATL LIFE INSURANCE CO (3031)							
042919	1	Invoice	LIFE INSURANCE PREMIUMS	04/29/2019	2,642.82	11/19	902-11215
Total 042919:					2,642.82		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					2,642.82		
LYONS, ROGER (3808)							
042219	1	Invoice	ENERGY EFF REBATE/1205 BANK ST	04/22/2019	95.76	11/19	601-23-36-5930-979
Total 042219:					95.76		
Total LYONS, ROGER (3808):					95.76		
MANN, TIFFANY ANN (5695)							
042419	1	Invoice	ELECTRIC REFUND	04/24/2019	46.03	11/19	601-23-80-5903-980
Total 042419:					46.03		
Total MANN, TIFFANY ANN (5695):					46.03		
MARTIN MARIETTA MATERIALS (601)							
25565847	1	Invoice	2" CLEAN ROCK (stock)	04/08/2019	421.81	11/19	204-23-30-5310-318
Total 25565847:					421.81		
Total MARTIN MARIETTA MATERIALS (601):					421.81		
MATT PARROTT & SONS COMPANY (605)							
PINV679180	1	Invoice	WINDOW ENVELOPES	04/12/2019	331.66	11/19	100-24-14-5435-316
PINV679180	2	Invoice	WINDOW ENVELOPES	04/12/2019	2,395.34	11/19	601-23-80-5921-316
PINV679180	3	Invoice	WINDOW ENVELOPES	04/12/2019	737.03	11/19	602-23-80-5921-316
PINV679180	4	Invoice	WINDOW ENVELOPES	04/12/2019	221.11	11/19	603-23-80-5921-316
Total PINV679180:					3,685.14		
PP082668	1	Invoice	TICKET ENVELOPES	03/18/2019	420.00	11/19	100-21-21-5110-316
Total PP082668:					420.00		
Total MATT PARROTT & SONS COMPANY (605):					4,105.14		
MAVERICK MACHINE TOOL (1512)							
6480	1	Invoice	THREAD IMPELLER - MAKE NEW SHAFT ~ S	04/10/2019	275.00	11/19	204-23-30-5310-227
Total 6480:					275.00		
Total MAVERICK MACHINE TOOL (1512):					275.00		
MC MURRAY, AMANI (6806)							
1419040108	1	Invoice	CUSTOMER DEPOSIT REFUND	04/12/2019	63.96	11/19	601-21011
Total 1419040108:					63.96		
Total MC MURRAY, AMANI (6806):					63.96		
MECHANICAL COMFORT, INC. (618)							
36921	1	Invoice	COOLING PM	03/25/2019	555.03	11/19	100-24-36-5480-226

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
36921	2	Invoice	COOLING PM	03/25/2019	396.45	11/19	601-23-36-5480-226
36921	3	Invoice	COOLING PM	03/25/2019	317.16	11/19	602-23-36-5480-226
36921	4	Invoice	COOLING PM	03/25/2019	317.16	11/19	603-23-36-5480-226
Total 36921:					1,585.80		
36922	1	Invoice	THERMOSTAT HP6	03/25/2019	69.07	11/19	100-24-36-5480-226
36922	2	Invoice	THERMOSTAT HP6	03/25/2019	49.34	11/19	601-23-36-5480-226
36922	3	Invoice	THERMOSTAT HP6	03/25/2019	39.47	11/19	602-23-36-5480-226
36922	4	Invoice	THERMOSTAT HP6	03/25/2019	39.46	11/19	603-23-36-5480-226
Total 36922:					197.34		
36923	1	Invoice	CONTACTOR HP16	03/25/2019	68.98	11/19	100-24-36-5480-226
36923	2	Invoice	CONTACTOR HP16	03/25/2019	49.27	11/19	601-23-36-5480-226
36923	3	Invoice	CONTACTOR HP16	03/25/2019	39.42	11/19	602-23-36-5480-226
36923	4	Invoice	CONTACTOR HP16	03/25/2019	39.41	11/19	603-23-36-5480-226
Total 36923:					197.08		
CR36923	1	Invoice	CREDIT FOR LABOR	04/11/2019	56.70	11/19	100-24-36-5480-226
CR36923	2	Invoice	CREDIT FOR LABOR	04/11/2019	40.50	11/19	601-23-36-5480-226
CR36923	3	Invoice	CREDIT FOR LABOR	04/11/2019	32.40	11/19	602-23-36-5480-226
CR36923	4	Invoice	CREDIT FOR LABOR	04/11/2019	32.40	11/19	603-23-36-5480-226
Total CR36923:					162.00		
Total MECHANICAL COMFORT, INC. (618):					1,818.22		
MEDIACOM (5464)							
041619	1	Invoice	DIGITAL BOX RENTAL	04/16/2019	4.48	11/19	100-21-21-5110-230
Total 041619:					4.48		
Total MEDIACOM (5464):					4.48		
MENARDS (622)							
708	1	Invoice	MOVING DOLLIES	03/20/2019	38.37	11/19	100-24-36-5480-318
708	2	Invoice	MOVING DOLLIES	03/20/2019	27.41	11/19	601-23-36-5480-318
708	3	Invoice	MOVING DOLLIES	03/20/2019	21.92	11/19	602-23-36-5480-318
708	4	Invoice	MOVING DOLLIES	03/20/2019	21.92	11/19	603-23-36-5480-318
Total 708:					109.62		
Total MENARDS (622):					109.62		
MER ENGINEERING, INC. (3665)							
1 - 12657	1	Invoice	SURVEYING/PROP LINES/WWTP LAND	04/08/2019	292.50	11/19	100-24-14-5435-299
Total 1 - 12657:					292.50		
Total MER ENGINEERING, INC. (3665):					292.50		
MID-AMERICAN RESEARCH CHEMICAL (630)							
0663282-IN	1	Invoice	POOL CLEANER	04/19/2019	143.34	11/19	100-22-42-5242-318
Total 0663282-IN:					143.34		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total MID-AMERICAN RESEARCH CHEMICAL (630):					143.34		
MIDLAND NATIONAL LIFE INS CO (1678)							
041819	1	Invoice	MIDLAND PREMIUM	04/18/2019	50.00	11/19	902-11215
Total 041819:					50.00		
Total MIDLAND NATIONAL LIFE INS CO (1678):					50.00		
MIDWEST ALARM SERVICES (2420)							
298097	1	Invoice	Annual ALARM INSPECTION-STREET DEPT	02/28/2019	400.00	11/19	204-23-30-5310-299
Total 298097:					400.00		
298098	1	Invoice	FIRE ALARM INSPECTION/CITY HALL	02/28/2019	61.25	11/19	100-24-36-5480-226
298098	2	Invoice	FIRE ALARM INSPECTION/CITY HALL	02/28/2019	43.75	11/19	601-23-36-5480-226
298098	3	Invoice	FIRE ALARM INSPECTION/CITY HALL	02/28/2019	35.00	11/19	602-23-36-5480-226
298098	4	Invoice	FIRE ALARM INSPECTION/CITY HALL	02/28/2019	35.00	11/19	603-23-36-5480-226
Total 298098:					175.00		
Total MIDWEST ALARM SERVICES (2420):					575.00		
MIDWEST ECOSTRUCTION, LLC (6547)							
0418-0422/2	1	Invoice	CITY HALL REMODELING PROJECT	04/22/2019	3,431.96	11/19	100-24-36-5480-880
0418-0422/2	2	Invoice	CITY HALL REMODELING PROJECT	04/22/2019	2,451.40	11/19	601-23-36-5480-880
0418-0422/2	3	Invoice	CITY HALL REMODELING PROJECT	04/22/2019	1,961.12	11/19	602-23-36-5480-880
0418-0422/2	4	Invoice	CITY HALL REMODELING PROJECT	04/22/2019	1,961.12	11/19	603-23-36-5480-880
Total 0418-0422/2019:					9,805.60		
Total MIDWEST ECOSTRUCTION, LLC (6547):					9,805.60		
MISSISSIPPI LIME COMPANY (652)							
1428680	1	Invoice	QUICKLIME 24.710 T	04/09/2019	4,200.70	11/19	602-23-61-5641-318
Total 1428680:					4,200.70		
1428663	1	Invoice	QUICKLIME 24.840 T	04/10/2019	4,222.80	11/19	602-23-61-5641-318
Total 1428663:					4,222.80		
Total MISSISSIPPI LIME COMPANY (652):					8,423.50		
MURPHY TRACTOR & EQUIPMENT CO. (1429)							
1126950	1	Invoice	CUTTING EDGES + NUTS&BOLTS = ST#18	03/27/2019	946.92	11/19	204-23-30-5310-314
Total 1126950:					946.92		
1126952	1	Invoice	ORINGS-ADAPTER-ELBOW FITTINGS - ST#1	03/27/2019	89.88	11/19	204-23-30-5310-314
Total 1126952:					89.88		
Total MURPHY TRACTOR & EQUIPMENT CO. (1429):					1,036.80		
NAPA AUTO PARTS (677)							
869421	1	Invoice	HEAVY DUTY ANTIFREEZE = ST#8	03/27/2019	174.48	11/19	204-23-30-5310-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 869421					174.48		
869770	1	Invoice	STOCK PARTS - MULTIPLE FILTERS	04/01/2019	171.47	11/19	204-23-30-5310-314
Total 869770:					171.47		
870087	1	Invoice	UNDERCOAT - ST#8	04/05/2019	47.94	11/19	100-23-30-5350-314
Total 870087:					47.94		
870438	1	Invoice	CUT OFF DISC - ST#8	04/09/2019	12.99	11/19	100-23-30-5350-314
Total 870438:					12.99		
870978	1	Invoice	MED BOTTLE ARCOR (SHOP WELDER)	04/17/2019	55.40	11/19	204-23-30-5310-311
Total 870978:					55.40		
871129	1	Invoice	FAN FOR KUBOTA/AIR HAMMER TOOLS	04/18/2019	142.60	11/19	100-22-42-5210-314
Total 871129:					142.60		
871178	1	Invoice	RETURN PLASMA CUTTER PART	04/19/2019	50.13-	11/19	204-23-30-5310-311
Total 871178:					50.13-		
871437	1	Invoice	DRILL BIT 11/16 (Barnes)	04/23/2019	34.96	11/19	601-23-52-5588-311
Total 871437:					34.96		
871441	1	Invoice	OIL SUCTION GUN	04/23/2019	8.99	11/19	100-23-42-5371-311
Total 871441:					8.99		
871555	1	Invoice	REPLACEMENT ELECTROD FOR PLASMA C	04/24/2019	76.22	11/19	204-23-30-5310-311
Total 871555:					76.22		
871558	1	Invoice	OIL FILTER	04/24/2019	34.94	11/19	204-23-30-5310-314
Total 871558:					34.94		
874458	1	Invoice	PLASMA CUTTER MATERIALS/PARTS	04/19/2019	158.56	11/19	204-23-30-5310-311
874458	2	Invoice	STOCK PARTS + FILTERS	04/19/2019	134.00	11/19	204-23-30-5310-314
Total 874458:					292.56		
Total NAPA AUTO PARTS (677):					1,002.42		
NORTH CENTRAL TURF, INC. (703)							
4793	1	Invoice	1 BAG STARTER FERTILIER (WATERMAIN P	04/16/2019	25.64	11/19	602-23-62-5662-318
Total 4793:					25.64		
Total NORTH CENTRAL TURF, INC. (703):					25.64		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ON-HOLD PRODUCTIONS (726)							
6037	1	Invoice	ON HOLD MESSAGE - MAY 2019	04/30/2019	15.20	11/19	100-22-12-5370-210
6037	2	Invoice	ON HOLD MESSAGE - MAY 2019	04/30/2019	41.80	11/19	601-23-81-5930-210
6037	3	Invoice	ON HOLD MESSAGE - MAY 2019	04/30/2019	9.50	11/19	602-23-81-5930-210
6037	4	Invoice	ON HOLD MESSAGE - MAY 2019	04/30/2019	9.50	11/19	603-23-81-5930-210
Total 6037:					76.00		
Total ON-HOLD PRODUCTIONS (726):					76.00		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-424055	1	Invoice	BRAKE LINES & BRASS FITTINGS (WATER#1	03/28/2019	66.39	11/19	204-23-30-5310-314
Total 0357-424055:					66.39		
0357-424454	1	Invoice	REAR BRAKE CALIPERS (WATER#18)	04/01/2019	204.86	11/19	204-23-30-5310-314
Total 0357-424454:					204.86		
0357-424549	1	Invoice	CORE RETURN - REAR BRAKE CALIPERS (	04/02/2019	94.00-	11/19	204-23-30-5310-314
Total 0357-424549:					94.00-		
0357-425527	1	Invoice	FUEL PUMP ASSEMBLY = POLICE#1	04/11/2019	247.05	11/19	204-23-30-5310-314
Total 0357-425527:					247.05		
0357-425541	1	Invoice	MAP SENSOR = POLICE#1	04/11/2019	70.66	11/19	204-23-30-5310-314
Total 0357-425541:					70.66		
0357-425904	1	Invoice	SPARK PLUGS & SOCKET (POLICE#1)	04/15/2019	93.90	11/19	204-23-30-5310-314
Total 0357-425904:					93.90		
0357-425907	1	Invoice	RETURN SOCKET (POLICE#1)	04/15/2019	14.99-	11/19	204-23-30-5310-314
Total 0357-425907:					14.99-		
0357-425955	1	Invoice	O2 SENSOR WRENCH	04/15/2019	72.99	11/19	204-23-30-5310-311
Total 0357-425955:					72.99		
0357-426028	1	Invoice	COOLANT TEMP SENDER-HINGE PIN KIT-TR	04/16/2019	8.23-	11/19	204-23-30-5310-314
Total 0357-426028:					8.23-		
0357-426081	1	Invoice	U-BOLT KIT & CENTER BOLT (CEM#25)	04/16/2019	78.18	11/19	204-23-30-5310-314
Total 0357-426081:					78.18		
0357-426735	1	Invoice	GREASE & WAX REMOVER	04/23/2019	19.24	11/19	601-23-52-5588-318
Total 0357-426735:					19.24		
Total O'REILLY AUTOMOTIVE, INC. (727)					736.05		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
P & P ELECTRIC (2978)							
11493	1	Invoice	ELECTRIC MOTOR REPAIR	03/12/2019	78.05	11/19	601-23-52-5935-227
Total 11493:					78.05		
11503	1	Invoice	BEARING & LABOR	03/12/2019	64.53	11/19	602-23-61-5642-299
Total 11503:					64.53		
11539	1	Invoice	T SWITCH HEATER FOR GENERATOR	03/22/2019	304.30	11/19	100-24-36-5480-226
11539	2	Invoice	T SWITCH HEATER FOR GENERATOR	03/22/2019	217.36	11/19	601-23-36-5480-226
11539	3	Invoice	T SWITCH HEATER FOR GENERATOR	03/22/2019	173.89	11/19	602-23-36-5480-226
11539	4	Invoice	T SWITCH HEATER FOR GENERATOR	03/22/2019	173.89	11/19	603-23-36-5480-226
Total 11539:					869.44		
Total P & P ELECTRIC (2978)					1,012.02		
PAGEL REPAIR (3497)							
150	1	Invoice	DOOR IN POLICE STATION	04/04/2019	465.85	11/19	100-24-36-5480-880
150	2	Invoice	DOOR IN POLICE STATION	04/04/2019	332.75	11/19	601-23-36-5480-880
150	3	Invoice	DOOR IN POLICE STATION	04/04/2019	266.20	11/19	602-23-36-5480-880
150	4	Invoice	DOOR IN POLICE STATION	04/04/2019	266.20	11/19	603-23-36-5480-880
150	5	Invoice	DOOR IN POLICE STATION	04/04/2019	1,331.00	11/19	100-21-21-5110-310
Total 150:					2,662.00		
Total PAGEL REPAIR (3497)					2,662.00		
PB ELECTRONICS INC. (5892)							
136332	1	Invoice	BRACKET/TUNING FORK/CABLE	03/02/2019	206.00	11/19	100-21-21-5110-314
Total 136332:					206.00		
Total PB ELECTRONICS INC (5892)					206.00		
PESTICIDE BUREAU-IDALS (748)							
042919 HAR	1	Invoice	COMMERCIAL APPLICATOR LICENSE/HARM	04/29/2019	15.00	11/19	100-22-42-5210-215
Total 042919 HARMS:					15.00		
Total PESTICIDE BUREAU-IDALS (748):					15.00		
PITNEY BOWES-RESERVE ACCT (758)							
042919	1	Invoice	PREPAID POSTAGE	04/29/2019	3,500.00	11/19	100-11210
Total 042919:					3,500.00		
Total PITNEY BOWES-RESERVE ACCT (758):					3,500.00		
PRAIRIE ENERGY COOPERATIVE (768)							
040819	1	Invoice	AIRPORT ELECTRICITY	04/08/2019	626.56	11/19	205-23-45-5372-237
Total 040819:					626.56		
040819 CEN	1	Invoice	ELECTRICITY/HANGAR - CENTER BAY	04/08/2019	31.14	11/19	205-23-45-5372-237

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 040819 CENTER:					31.14		
040819 EAS	1	Invoice	ELECTRICITY/HANGAR-EAST BAY	04/08/2019	41.90	11/19	205-23-45-5372-237
Total 040819 EAST:					41.90		
040819 WES	1	Invoice	ELECTRICITY/HANGAR - WEST BAY	04/08/2019	33.89	11/19	205-23-45-5372-237
Total 040819 WEST:					33.89		
040819+	1	Invoice	AIRPORT RUNWAY LIGHTING	04/08/2019	156.16	11/19	205-23-45-5372-237
Total 040819+:					156.16		
Total PRAIRIE ENERGY COOPERATIVE (768):					889.65		
PRESTO-X-COMPANY INC. (774)							
2383969	1	Invoice	PEST CONTROL	03/14/2019	12.25	11/19	100-24-36-5480-299
2383969	2	Invoice	PEST CONTROL	03/14/2019	8.75	11/19	601-23-36-5480-299
2383969	3	Invoice	PEST CONTROL	03/14/2019	7.00	11/19	602-23-36-5480-299
2383969	4	Invoice	PEST CONTROL	03/14/2019	7.00	11/19	603-23-36-5480-299
Total 2383969:					35.00		
2641031	1	Invoice	PEST CONTROL	04/11/2019	12.25	11/19	100-24-36-5480-299
2641031	2	Invoice	PEST CONTROL	04/11/2019	8.75	11/19	601-23-36-5480-299
2641031	3	Invoice	PEST CONTROL	04/11/2019	7.00	11/19	602-23-36-5480-299
2641031	4	Invoice	PEST CONTROL	04/11/2019	7.00	11/19	603-23-36-5480-299
Total 2641031:					35.00		
Total PRESTO-X-COMPANY INC. (774):					70.00		
PRINTING SERVICES, INC. (1130)							
669312-0	1	Invoice	OFFICE SUPPLIES	03/13/2019	37.14	11/19	204-23-30-5310-316
669312-0	2	Invoice	FIRST AID SUPPLIES	03/13/2019	111.88	11/19	204-23-30-5310-319
Total 669312-0:					149.02		
669509-0	1	Invoice	LAMINATING	03/18/2019	.45	11/19	100-24-12-5430-316
669509-0	2	Invoice	LAMINATING	03/18/2019	1.50	11/19	601-23-81-5921-316
669509-0	3	Invoice	LAMINATING	03/18/2019	.90	11/19	602-23-81-5921-316
669509-0	4	Invoice	LAMINATING	03/18/2019	.15	11/19	603-23-81-5921-316
Total 669509-0:					3.00		
669614-0	1	Invoice	ELECTRICAL PERMITS	03/29/2019	83.50	11/19	100-21-18-5190-318
Total 669614-0:					83.50		
669615-0	1	Invoice	MECHANICAL PERMITS	04/01/2019	83.50	11/19	100-21-18-5190-318
Total 669615-0:					83.50		
669616-0	1	Invoice	PLUMBING PERMITS	03/29/2019	83.50	11/19	100-21-18-5190-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 669616-0:					83.50		
669631-0	1	Invoice	ERASERS/BINDER CLIPS/MARKERS/LABELS	03/21/2019	6.24	11/19	100-24-14-5435-316
669631-0	2	Invoice	ERASERS/BINDER CLIPS/MARKERS/LABELS	03/21/2019	45.05	11/19	601-23-80-5921-316
669631-0	3	Invoice	ERASERS/BINDER CLIPS/MARKERS/LABELS	03/21/2019	13.86	11/19	602-23-80-5921-316
669631-0	4	Invoice	ERASERS/BINDER CLIPS/MARKERS/LABELS	03/21/2019	4.16	11/19	603-23-80-5921-316
Total 669631-0:					69.31		
Total PRINTING SERVICES, INC. (1130):					471.83		
QTpod (6808)							
71811	1	Invoice	FUSES FOR FUEL SYSTEM	08/30/2018	101.08	11/19	205-23-45-5372-299
Total 71811:					101.08		
Total QTpod (6808):					101.08		
RELIANT GASES, LTD (6253)							
130-1473300	1	Invoice	18,520lbs OF CO2	04/16/2019	1,298.25	11/19	602-23-61-5641-318
Total 130-1473300:					1,298.25		
Total RELIANT GASES, LTD (6253):					1,298.25		
RESCO (812)							
746690-00	1	Invoice	URD CONVERSION MATERIALS	04/18/2019	2,251.90	11/19	601-23-52-5588-871
Total 746690-00:					2,251.90		
Total RESCO (812):					2,251.90		
REZEK, JOE (6807)							
314830117	1	Invoice	CUSTOMER DEPOSIT REFUND	04/15/2019	28.05	11/19	601-21011
Total 314830117:					28.05		
Total REZEK, JOE (6807):					28.05		
RICOH USA, INC. (4831)							
101964248	1	Invoice	COPY MACHINE LEASE/COPY CHARGE	04/05/2019	163.33	11/19	100-21-21-5110-225
Total 101964248:					163.33		
Total RICOH USA, INC. (4831):					163.33		
RIVER CITY COMMUNICATIONS, INC (818)							
88837	1	Invoice	REMOTE PROGRAMMING	04/23/2019	15.75	11/19	100-24-36-5480-226
88837	2	Invoice	REMOTE PROGRAMMING	04/23/2019	11.25	11/19	601-23-36-5480-226
88837	3	Invoice	REMOTE PROGRAMMING	04/23/2019	9.00	11/19	602-23-36-5480-226
88837	4	Invoice	REMOTE PROGRAMMING	04/23/2019	9.00	11/19	603-23-36-5480-226
Total 88837:					45.00		
Total RIVER CITY COMMUNICATIONS, INC (818):					45.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
S&P GLOBAL RATINGS (4287)							
11366677	1	Invoice	RATING SERV/ELEC REV BOND/2012A	04/05/2019	2,500.00	11/19	601-23-98-5923-212
Total 11366677:					2,500.00		
Total S&P GLOBAL RATINGS (4287):					2,500.00		
SENECA COMPANIES (1998)							
RI 1310612	1	Invoice	RPR AVIATION FUEL SYSTEM/BALANCE DU	11/30/2018	3,085.46	11/19	205-23-45-5372-299
Total RI 1310612:					3,085.46		
Total SENECA COMPANIES (1998):					3,085.46		
SIGN-UP LTD (872)							
4833	1	Invoice	POSTS (50-10' & 25-12') + 75 BASES	04/23/2019	2,671.00	11/19	100-21-30-5120-318
Total 4833:					2,671.00		
Total SIGN-UP LTD (872):					2,671.00		
SIOUX SALES COMPANY (5795)							
187375	1	Invoice	SMITH AND WESSON SHIELD	04/11/2019	444.95	11/19	212-18-21-4110-704
Total 187375:					444.95		
Total SIOUX SALES COMPANY (5795):					444.95		
SKARSHAUG TESTING LAB, INC. (878)							
234660	1	Invoice	LEATHER PRIMARY PROTECTORS / 10pr	04/09/2019	444.92	11/19	601-23-52-5588-312
Total 234660:					444.92		
Total SKARSHAUG TESTING LAB, INC. (878):					444.92		
STORM FLYING SERVICE, INC. (911)							
042919	1	Invoice	AIRPORT MANAGER FEE - MAY 2019	04/29/2019	3,666.67	11/19	205-23-45-5372-299
Total 042919					3,666.67		
Total STORM FLYING SERVICE, INC. (911):					3,666.67		
SUNNY COMMUNICATIONS, INC. (6420)							
77762	1	Invoice	RADIO/CHARGER/BATTERY	04/10/2019	450.00	11/19	100-41-21-5110-515
Total 77762:					450.00		
Total SUNNY COMMUNICATIONS, INC. (6420):					450.00		
SYNC/AMAZON (6343)							
4384373579	1	Invoice	CALCULATOR RIBBONS	03/11/2019	1.24	11/19	100-24-14-5435-316
4384373579	2	Invoice	CALCULATOR RIBBONS	03/11/2019	8.97	11/19	601-23-80-5921-316
4384373579	3	Invoice	CALCULATOR RIBBONS	03/11/2019	2.76	11/19	602-23-80-5921-316
4384373579	4	Invoice	CALCULATOR RIBBONS	03/11/2019	.83	11/19	603-23-80-5921-316
Total 438437357994					13.80		
4384497357	1	Invoice	WIRELESS ROUTER/KEYBOARD/MOUSE-PD	03/25/2019	30.59	11/19	100-24-16-5420-317

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
4384497357	2	Invoice	WIRELESS ROUTER/KEYBOARD/MOUSE-PD	03/25/2019	112.20	11/19	601-24-16-5921-317
4384497357	3	Invoice	WIRELESS ROUTER/KEYBOARD/MOUSE-PD	03/25/2019	30.60	11/19	602-24-16-5921-317
4384497357	4	Invoice	WIRELESS ROUTER/KEYBOARD/MOUSE-PD	03/25/2019	30.59	11/19	603-24-16-5921-317
Total 438449735739:					203.98		
4399948558	1	Invoice	SMOKE DETECTOR SENSOR/FH	03/14/2019	111.80	11/19	100-22-42-5233-318
Total 439994855876:					111.80		
4476753444	1	Invoice	PORTABLE HDD FOR BACKUP & RECOVER	03/26/2019	31.20	11/19	100-24-16-5420-317
4476753444	2	Invoice	PORTABLE HDD FOR BACKUP & RECOVER	03/26/2019	114.40	11/19	601-24-16-5921-317
4476753444	3	Invoice	PORTABLE HDD FOR BACKUP & RECOVER	03/26/2019	31.19	11/19	602-24-16-5921-317
4476753444	4	Invoice	PORTABLE HDD FOR BACKUP & RECOVER	03/26/2019	31.19	11/19	603-24-16-5921-317
Total 447675344496:					207.98		
4479674874	1	Invoice	PAPER CUTTER/BLADES	04/02/2019	181.84	11/19	100-23-43-5361-318
Total 447967487468:					181.84		
4639553634	1	Invoice	SMOKE DETECTOR BASE/FH	03/14/2019	30.00	11/19	100-22-42-5233-318
Total 463955363456:					30.00		
4673363438	1	Invoice	OFFICE CHAIR	04/02/2019	59.99	11/19	100-23-43-5361-316
Total 467336343847:					59.99		
5379959546	1	Invoice	VARIDesk STANDING DESK/MONITOR ARM	03/26/2019	58.05	11/19	100-24-14-5435-511
5379959546	2	Invoice	VARIDesk STANDING DESK/MONITOR ARM	03/26/2019	419.22	11/19	601-23-80-5935-511
5379959546	3	Invoice	VARIDesk STANDING DESK/MONITOR ARM	03/26/2019	128.98	11/19	602-23-80-5935-511
5379959546	4	Invoice	VARIDesk STANDING DESK/MONITOR ARM	03/26/2019	38.70	11/19	603-23-80-5935-511
Total 537995954687:					644.95		
7759594977	1	Invoice	RUBBER STRIPS/CLARIFIER SKIMMERS	03/19/2019	159.76	11/19	603-23-70-5642-318
Total 775959497767:					159.76		
8798336676	1	Invoice	CHROMEBOOK-PD/WIRELESS KEYBD & MO	04/02/2019	18.00	11/19	100-24-16-5420-399
8798336676	2	Invoice	CHROMEBOOK-PD/WIRELESS KEYBD & MO	04/02/2019	65.99	11/19	601-24-16-5930-399
8798336676	3	Invoice	CHROMEBOOK-PD/WIRELESS KEYBD & MO	04/02/2019	18.00	11/19	602-24-16-5930-399
8798336676	4	Invoice	CHROMEBOOK-PD/WIRELESS KEYBD & MO	04/02/2019	17.99	11/19	603-24-16-5921-399
Total 879833667689:					119.98		
9467694337	1	Invoice	REPLACEMENT TONER	03/25/2019	194.91	11/19	100-24-18-5470-318
9467694337	2	Invoice	REPLACEMENT TONER	03/25/2019	29.24	11/19	100-24-16-5420-317
9467694337	3	Invoice	REPLACEMENT TONER	03/25/2019	107.21	11/19	601-24-16-5921-317
9467694337	4	Invoice	REPLACEMENT TONER	03/25/2019	29.23	11/19	602-24-16-5921-317
9467694337	5	Invoice	REPLACEMENT TONER	03/25/2019	29.23	11/19	603-24-16-5921-317
Total 946769433794:					389.82		
9764733369	1	Invoice	MISC MEDICAL SUPPLIES FOR SQUAD CAR	02/07/2019	359.82	11/19	100-21-21-5110-314
9764733369	2	Invoice	MAG CAM FOR MAGAZINE STORAGE	02/07/2019	21.99	11/19	100-21-21-5110-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 976473336973					381.81		
9796736633	1	Invoice	CYAN TONER/LINE DEPT	03/25/2019	46.00	11/19	601-23-52-5921-316
Total 979673663377:					46.00		
Total SYNC/AMAZON (6343):					2,551.71		
TEREX SERVICES (5787)							
90945692	1	Invoice	TUBE ASSEMBLY - Tk#4	03/20/2019	101.43	11/19	601-23-52-5935-314
Total 90945692:					101.43		
Total TEREX SERVICES (5787):					101.43		
THOMASSON COMPANY (3387)							
27038-00	1	Invoice	35' UTILITY POLES (full load=54)	04/02/2019	11,448.00	11/19	601-23-52-5935-871
Total 27038-00:					11,448.00		
Total THOMASSON COMPANY (3387):					11,448.00		
TIMMONS, GENE (4467)							
042219	1	Invoice	ENERGY EFFICIENCY REBATE	04/22/2019	48.07	11/19	601-23-36-5930-979
Total 042219:					48.07		
Total TIMMONS, GENE (4467)					48.07		
TOLLE AUTOMOTIVE, INC. (3188)							
13091	1	Invoice	2 TIRES MOUNT & BALANCE ALL 4 = ST#1	04/11/2019	309.80	11/19	204-23-30-5310-227
Total 13091:					309.80		
13099	1	Invoice	REPLACE TIRE ON TK#2	04/12/2019	167.89	11/19	601-23-52-5935-227
Total 13099:					167.89		
Total TOLLE AUTOMOTIVE, INC. (3188):					477.69		
TOWN & COUNTRY INSURANCE (959)							
3795	1	Invoice	EDP COVERAGE/DISPATCH SYSTEM	04/16/2019	45.00	11/19	100-21-21-5180-217
Total 3795:					45.00		
Total TOWN & COUNTRY INSURANCE (959):					45.00		
TRANS-IOWA EQUIPMENT, INC (964)							
PO6867	1	Invoice	HYD FILTER	03/26/2019	120.11	11/19	100-23-30-5350-314
Total PO6867:					120.11		
Total TRANS-IOWA EQUIPMENT, INC (964):					120.11		
US CELLULAR (986)							
0306114340	1	Invoice	CELLULAR SERVICE	04/20/2019	241.78	11/19	100-21-21-5110-230
0306114340	2	Invoice	CELLULAR SERVICE	04/20/2019	60.10	11/19	204-23-30-5310-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0306114340	3	Invoice	CELLULAR SERVICE	04/20/2019	39.44	11/19	601-23-52-5588-230
0306114340	4	Invoice	CELLULAR SERVICE	04/20/2019	39.43	11/19	601-23-51-5566-230
0306114340	5	Invoice	CELLULAR SERVICE	04/20/2019	54.78	11/19	100-21-18-5190-230
0306114340	6	Invoice	CELLULAR SERVICE	04/20/2019	27.38	11/19	100-24-30-5380-230
0306114340	7	Invoice	CELLULAR SERVICE	04/20/2019	27.39	11/19	601-24-30-5380-230
0306114340	8	Invoice	CELLULAR SERVICE	04/20/2019	27.39	11/19	602-24-30-5380-230
0306114340	9	Invoice	CELLULAR SERVICE	04/20/2019	27.39	11/19	603-24-30-5380-230
0306114340	10	Invoice	CELLULAR SERVICE	04/20/2019	9.75	11/19	100-24-16-5420-215
0306114340	11	Invoice	CELLULAR SERVICE	04/20/2019	35.73	11/19	601-24-16-5930-215
0306114340	12	Invoice	CELLULAR SERVICE	04/20/2019	9.74	11/19	602-24-16-5930-215
0306114340	13	Invoice	CELLULAR SERVICE	04/20/2019	9.74	11/19	603-24-16-5930-215
0306114340	14	Invoice	CELLULAR SERVICE	04/20/2019	262.36	11/19	100-21-21-5110-230
0306114340	15	Invoice	CELLULAR SERVICE	04/20/2019	5.50	11/19	100-24-12-5430-230
0306114340	16	Invoice	CELLULAR SERVICE	04/20/2019	15.11	11/19	601-23-81-5921-230
0306114340	17	Invoice	CELLULAR SERVICE	04/20/2019	3.43	11/19	602-23-81-5921-230
0306114340	18	Invoice	CELLULAR SERVICE	04/20/2019	3.44	11/19	603-23-81-5921-230
0306114340	19	Invoice	CELLULAR SERVICE	04/20/2019	165.39	11/19	100-41-31-5420-515
0306114340	20	Invoice	CELLULAR SERVICE	04/20/2019	165.39	11/19	601-41-31-5420-515
0306114340	21	Invoice	CELLULAR SERVICE	04/20/2019	165.38	11/19	602-41-31-5420-515
0306114340	22	Invoice	CELLULAR SERVICE	04/20/2019	165.38	11/19	603-41-31-5420-515
Total 0306114340:					1,561.42		
Total US CELLULAR (986):					1,561.42		
VERIZON WIRELESS (3812)							
9827919669	1	Invoice	GPS UNIT PHONE	04/10/2019	40.01	11/19	100-23-31-5420-230
9827919669	2	Invoice	GPS UNIT PHONE	04/10/2019	40.01	11/19	601-23-31-5420-230
9827919669	3	Invoice	GPS UNIT PHONE	04/10/2019	40.01	11/19	602-23-31-5420-230
9827919669	4	Invoice	GPS UNIT PHONE	04/10/2019	40.01	11/19	603-23-31-5420-230
Total 9827919669:					160.04		
Total VERIZON WIRELESS (3812):					160.04		
WEBSTER CITY TRUE VALUE (2155)							
133433	1	Invoice	OUTLET+BOXES+BOX SUPPORTS FOR CIT	04/08/2019	9.98	11/19	100-24-36-5480-880
133433	2	Invoice	OUTLET+BOXES+BOX SUPPORTS FOR CIT	04/08/2019	7.13	11/19	601-23-36-5480-880
133433	3	Invoice	OUTLET+BOXES+BOX SUPPORTS FOR CIT	04/08/2019	5.70	11/19	602-23-36-5480-880
133433	4	Invoice	OUTLET+BOXES+BOX SUPPORTS FOR CIT	04/08/2019	5.70	11/19	603-23-36-5480-880
Total 133433:					28.51		
133506	1	Invoice	BUG SPRAY/PVC FITTING	04/10/2019	124.77	11/19	100-22-42-5210-318
Total 133506:					124.77		
133545	1	Invoice	DOOR PIN/MAGNET	04/12/2019	13.98	11/19	100-23-43-5361-318
Total 133545:					13.98		
133666	1	Invoice	PLBG SUPPLIES/BREWER CREEK SHELTER	04/17/2019	7.72	11/19	100-22-42-5210-310
Total 133666:					7.72		
133677	1	Invoice	PARK BATHROOM SUPPLIES	04/17/2019	58.43	11/19	100-22-42-5210-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 133677:					58.43		
133778	1	Invoice	KEYS	04/20/2019	9.35	11/19	100-21-21-5110-318
Total 133778:					9.35		
133807	1	Invoice	PLBG PARTS/DEPOT	04/22/2019	50.75	11/19	100-22-42-5221-310
Total 133807:					50.75		
133923	1	Invoice	CHAIRS FOR SENIOR CENTER	04/26/2019	809.70	11/19	100-22-42-5280-511
Total 133923:					809.70		
133941	1	Invoice	EAR PROTECTION/MISC	04/26/2019	27.97	11/19	100-23-42-5371-312
Total 133941:					27.97		
Total WEBSTER CITY TRUE VALUE (2155):					1,131.18		
WESCO DISTRIBUTION (1038)							
585479	1	Invoice	URD CONVERSION PROJECT MATERIAL	04/08/2019	11,381.46	11/19	601-23-52-5588-871
Total 585479:					11,381.46		
Total WESCO DISTRIBUTION (1038):					11,381.46		
WESTRUM LEAK DETECTION, INC. (1040)							
4391	1	Invoice	LEAK DETECTION	04/01/2019	522.50	11/19	602-23-62-5662-299
Total 4391:					522.50		
Total WESTRUM LEAK DETECTION, INC. (1040):					522.50		
WOLFGRAM, JOE (5604)							
041519	1	Invoice	EE REBATE/637 2ND STREET	04/15/2019	150.00	11/19	601-23-36-5930-979
041519	2	Invoice	LED LIGHTING REBATE/637 2ND ST	04/15/2019	26.80	11/19	601-23-36-5930-979
041519	3	Invoice	CB LIGHTING REBATE/637 2ND STREET	04/15/2019	26.80	11/19	601-23-53-5930-979
Total 041519:					203.60		
041519 - 131	1	Invoice	EE REBATE/1315 2ND STREET	04/15/2019	250.00	11/19	601-23-36-5930-979
Total 041519 - 1315 2ND:					250.00		
Total WOLFGRAM, JOE (5604):					453.60		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
839-1086 05/	1	Invoice	INTERNET SERVICE	05/01/2019	3.03	11/19	100-24-14-5435-230
839-1086 05/	2	Invoice	INTERNET SERVICE	05/01/2019	21.90	11/19	601-23-80-5903-230
839-1086 05/	3	Invoice	INTERNET SERVICE	05/01/2019	6.74	11/19	602-23-80-5921-230
839-1086 05/	4	Invoice	INTERNET SERVICE	05/01/2019	2.02	11/19	603-23-80-5921-230
839-1086 05/	5	Invoice	INTERNET SERVICE	05/01/2019	3.61	11/19	100-24-12-5430-230
839-1086 05/	6	Invoice	INTERNET SERVICE	05/01/2019	12.03	11/19	601-23-81-5921-230
839-1086 05/	7	Invoice	INTERNET SERVICE	05/01/2019	7.22	11/19	602-23-81-5921-230
839-1086 05/	8	Invoice	INTERNET SERVICE	05/01/2019	1.20	11/19	603-23-81-5921-230
839-1086 05/	9	Invoice	INTERNET SERVICE	05/01/2019	6.02	11/19	100-24-30-5380-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
839-1086 05/	10	Invoice	INTERNET SERVICE	05/01/2019	6.02	11/19	601-24-30-5380-230
839-1086 05/	11	Invoice	INTERNET SERVICE	05/01/2019	6.02	11/19	602-24-30-5380-230
839-1086 05/	12	Invoice	INTERNET SERVICE	05/01/2019	6.01	11/19	603-24-30-5380-230
839-1086 05/	13	Invoice	INTERNET SERVICE	05/01/2019	14.44	11/19	100-21-22-5140-230
839-1086 05/	14	Invoice	INTERNET SERVICE	05/01/2019	38.50	11/19	100-21-21-5110-230
839-1086 05/	15	Invoice	INTERNET SERVICE	05/01/2019	7.22	11/19	601-23-52-5588-230
839-1086 05/	16	Invoice	INTERNET SERVICE	05/01/2019	7.22	11/19	601-23-51-5566-230
839-1086 05/	17	Invoice	INTERNET SERVICE	05/01/2019	14.44	11/19	602-23-61-5642-230
839-1086 05/	18	Invoice	INTERNET SERVICE	05/01/2019	4.81	11/19	100-23-43-5361-230
839-1086 05/	19	Invoice	INTERNET SERVICE	05/01/2019	19.25	11/19	100-22-42-5233-230
839-1086 05/	20	Invoice	INTERNET SERVICE	05/01/2019	118.62	11/19	601-24-16-5921-230
839-1086 05/	21	Invoice	INTERNET SERVICE	05/01/2019	20.84	11/19	602-24-16-5921-230
839-1086 05/	22	Invoice	INTERNET SERVICE	05/01/2019	20.84	11/19	603-24-16-5921-230
Total 839-1086 05/01/19:					348.00		
839-3034 05/	1	Invoice	INTERNET SERVICE/RSVP	05/01/2019	29.95	11/19	100-22-42-5280-230
Total 839-3034 05/01/19:					29.95		
839-6192 05/	1	Invoice	INTERNET SERVICE/DEPOT	05/01/2019	29.95	11/19	100-22-42-5221-230
Total 839-6192 05/01/19:					29.95		
839-7981 05/	1	Invoice	INTERNET SERVICE/FULLER HALL	05/01/2019	29.95	11/19	100-22-42-5233-230
Total 839-7981 05/01/19:					29.95		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					437.85		
ZEHNER SAFETY (1067)							
1969	1	Invoice	FIRE EXT INSPECTION/TEST	04/25/2019	71.50	11/19	100-23-42-5371-312
Total 1969:					71.50		
Total ZEHNER SAFETY (1067):					71.50		
ZWIEFEL, KRISTI (6809)							
043019	1	Invoice	REPLACE HOUSE NUMBERS(LIMESTONE)	04/30/2019	96.30	11/19	100-21-18-5190-299
Total 043019:					96.30		
Total ZWIEFEL, KRISTI (6809):					96.30		
Total 05/06/2019:					226,897.01		
Grand Totals:					323,052.84		

Report GL Period Summary

GL Period	Amount
11/19	226,897.01
10/19	96,155.83

GL Period	Amount
Grand Totals:	323,052.84

Vendor number hash: 701746
Vendor number hash - split: 1387650
Total number of invoices: 264
Total number of transactions: 538

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	323,052.84	323,052.84
Grand Totals:	323,052.84	323,052.84



Stony Creek Landscapes, Inc

404 E. Second St.
Webster City, IA 50595

Invoice

Date	Invoice #
3/11/2019	1912D

Bill To

City of Webster City
400 Second St.
Webster City, IA 50595

Terms	Rep	Project
City Signs	1.5% over 30 days	TA

Quantity	Description	Rate	Amount
7	CNC cutting	85.00	595.00
20	Fabrication	85.00	1,700.00
6	Welding, grinding	65.00	390.00
3	Delivery, Installation, removal of old signs	250.00	750.00
10	Raised WC and Webster City letters Cadd design and drawing	85.00	850.00
8	Raised WC and Webster City letters CNC cutting	85.00	680.00
23	Raised WC and Webster City letters Fabrication	85.00	1,955.00
8	Raised WC and Webster City letters Welding, grinding,	65.00	520.00
7	Fabrication of sign & Raised WC and Webster City letters cleaning	15.00	105.00
WC Entrance Signs			
100-23-36-5397-299		\$ 3,772.50	
601-23-36-5397-299		\$ 3,772.50	
Total			\$7,545.00

Phone #

515-832-1281

FUND LIST TOTALS FOR BILLS MAY 6, 2019

Account	Fund	Total Amount
100	General	52,037.81
204	Road Use Tax Fund	8,612.89
205	Airport Fund	19,523.77
212	Seized Property Trust Fund	783.95
300	Debt Service	9,154.30
502	Brewer Creek Estates	112.98
534	Wilson Brewer Park Impr Project	62.31
601	Electric Utility	161,790.55
602	Water Utility	34,679.85
603	Sewer Utility	28,950.63
902	Medical/Flex	<u>7,343.80</u>
	Grand Total	323,052.84



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: May 1, 2019

RE: 2018-19 Electrical Underground Conversion Project

SUMMARY: The 2018-19 Electrical Underground Conversion Project was bid. The project consisted of converting the overhead system to an underground distribution (URD) system within 2 areas, (See Map).

This contract award will cover the construction portion of the project.

PREVIOUS COUNCIL ACTION: The project was approved in the FY 18-19 CIP. Council set the public hearing for May 6, 2019.

BACKGROUND/DISCUSSION: The project converts the overhead electrical to URD as part of our URD 25 Year Plan. The project will not only alleviate overhead outage problems ranging from old copper wire lines needing replacement, to weather influences, to animals climbing which results in costly maintenance and repairs, but will also help towards obtaining our goal of converting the overhead to URD.

The bid letting was held April 29, 2019 at 3 p.m. in City Hall. Plans were on the Plan Room Web-sites, plus sent to 12 individual contractors.

Engineers estimate for the construction part of the project was \$802,000.00. Bids received are as follows:

For Construction of the Project:

<u>Name and City, State of Contractor</u>	<u>Amount of Proposal</u>
Primoris Aevenia, Inc. 5660 NW Beaver Dr., Johnston, IA	\$ 993,389.85
Watts Electric Co	\$1,124,894.01
Excel Utility Contractors LLC	\$1,244,000.00

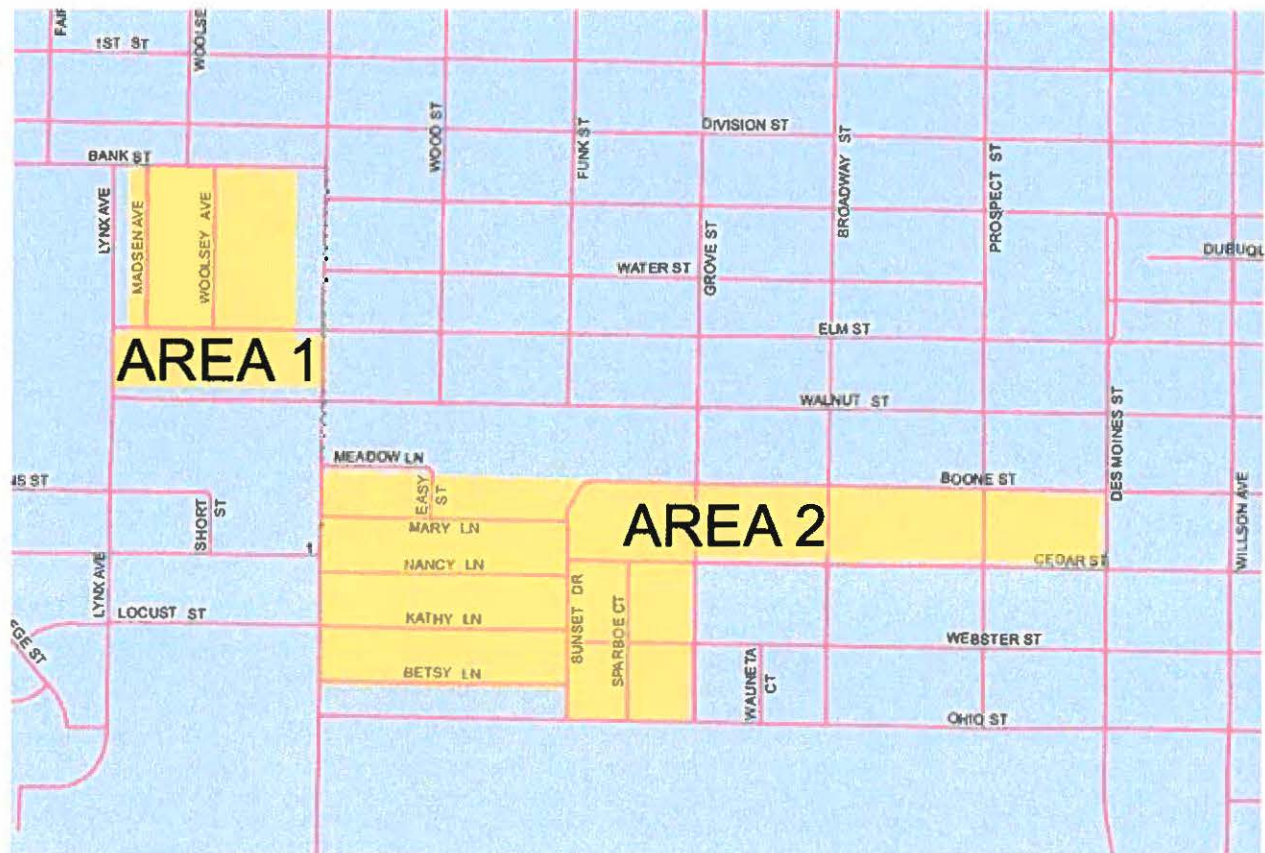
FINANCIAL IMPLICATIONS: Funding for the project would be from Electric Utility funds.

RECOMMENDATION: Staff recommends the 2018-19 Electrical Underground Conversion Project be completed as described in the construction plans and specifications and award the contract to Primoris Aevenia Inc. 5660 NW Beaver Dr., Johnston, IA, 50131 in the amount of \$993,389.85

Note Engineer's attached letters of recommendation and opinion of probable cost.

ALTERNATIVES: Not approve the contract and rebid. Or hire more linemen and do in-house.

CITY MANAGER COMMENTS: I recommend the City Council award the contract to Primoris Aevenia.



April 30, 2019

Mr. Ken Wetzler
City of Webster City
400 Second St.
Webster City, IA 50595

Dear Ken:

Bids were received on April 29 for the installation contract for the 2017-2018 Electrical Underground Conversion Project. Four bids were received for the installation contract, but one of those was rejected because it was not submitted on the required form and was not signed. The three responsive bids were as follows.

Contract Construction	Bid Item 1	Bid Item 2 Added Service Lateral		Bid Item 3 Excess Service Length		Total Bid Price
		Unit Price	Total Cost (10 ea)	Unit Price	Total Cost (5 ea)	
Bidder	Base Bid					
Watts Electric Co.	\$1,086,253.51	\$3,726.45	\$37,264.50	\$275.20	\$1,376.00	\$1,124,894.01
Excel Utility Contractors LLC	\$1,203,000.00	\$4,000.00	\$40,000.00	\$200.00	\$1,000.00	\$1,244,000.00
Primoris Aevenia Inc	\$985,755.00	\$729.10	\$7,291.00	\$68.77	\$343.85	\$993,389.85

The base bid price (Bid Item 1) covers all work included in the current design. Bid Items 2 and 3 are intended to cover the installation of underground services to additional houses that are not currently set up to accept an underground service, but may be upgraded by the homeowner during the course of this work.

My estimate for the base bid amount was \$802,000. The low bid from Primoris Aevenia is about 23% higher than my estimate. I think this is largely a reflection of the current

April 30, 2019
Mr. Ken Wetzler

Page 2 of 3

contracting market and do not think there are any changes that can be made in the scope of the work or the terms of the contract that will result in lower bid prices, while still meeting the goals and requirements that have been laid out for the project.

I am familiar with Primoris Aevenia, and have worked with them on other projects, including an underground feeder for the City of Paullina that is currently under construction. In addition I have talked to the MidAmerican Energy contract manager in Council Bluffs, where Primoris Aevenia has been doing underground installation work for the past three years.

The Primoris Aevenia firm is the result of a 2015 acquisition. A regional firm (Aevenia) that was headquartered in Moorhead, MN, was taken over and merged into a national company (Primoris) that is located in Dallas, Texas. Primoris Aevenia, Inc. continues to function as a full service regional utility contractor, with offices and work centers in both Moorhead, MN and in Johnston, IA (just north of Des Moines). Based on my experience with them on other projects, they have had some struggles with organizational turmoil and employee turnover for the past couple of years. We have had some difficulty in dealing with these issues, including a lack of project continuity, limited resources available to commit to projects, and a general lack of experience on the part of their project managers. They are, however, a very capable organization and have the resources and personnel needed to complete the project. Based on my most recent experience, I believe that they have worked to resolve these issues, and will be able to complete the Webster City project in a timely manner.

I have discussed the project with the Primoris Aevenia regional president, Jeffrey Walter. They plan to start the work in the near future, using the underground installation crew that is currently working at Paullina. The project will be administered through their Johnston office. They plan to self-perform all of the work, including the conduit installation (directional boring), cable and equipment installation, and overhead line removal. Mr. Walter anticipates that much of the work will be done in 2019, but the project is not likely to be completed before early summer of 2020. I expect that Aevenia will be able to easily complete the work by the contract completion date of Dec. 1, 2020.

I recommend that Webster City accept the Primoris Aevenia bid and enter into a contract with them for this project.

If the council accepts this recommendation I will prepare a Notice of Award and send to Primoris Aevenia, and request that they provide the required bonds and insurance

April 30, 2019
Mr. Ken Wetzler

Page 3 of 3

certificates. I will also send you two copies of the Contract ready for signatures, after the bonds and insurance certificates are received and approved. I will then issue the Notice to Proceed after the contracts have been signed by both Webster City and Primoris Aevenia.

Please let me know if you have any questions concerning this recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Allan Powers".

Allan Powers



Richard D. Kline, P.E. Timothy G. Ernst, P.E.
Jared A. Kline, P.E. Mark C. Resinger, P.E.

245 S. 5th St., PO Box 620 Carisle, IA 50047
p: 515-989-3083 f: 515-989-3138 pe@peengr.com

March 25, 2019

Mr. Ken Wetzler
Webster City
400 2nd St.
Webster City, IA 50595

Dear Ken:

The following opinion of probable cost is my best estimate of the value of the bids that I anticipate you will receive for the construction contract for the re-bid of the 2018-2019 Electrical Underground Conversion Project. This estimate is intended to cover the labor and material for the work that is included in the construction contract base bid. It does not include the installation of any additional service laterals to customers that choose to install new meter sockets to allow the installation of underground service as part of the project. The scope of the re-bid contract covers only Areas 1 and 2 of the original project.

Construction Installation Contract \$802,000.

Please note that I have no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that this opinion of probable cost is made solely on the basis of my professional judgment and experience. I do not make any warranty, express or implied, that the bids will not vary from this opinion of probable cost.

Sincerely,

Allan Powers, P.E.

cc: Mr. Adam Dickinson

RESOLUTION NO. 2019 - ____

**FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS
AND FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION
OF THE 2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

WHEREAS, this Council has heretofore approved plans, specifications and form of contract for the proposed construction of the 2018-19 Electrical Underground Conversion Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for the construction for the 2018-19 Electrical Underground Conversion Project and the taking of bids therefor; and

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the construction for the 2018-19 Electrical Underground Conversion Project, and no objections were provided.

NOW THEREFORE IT IS RESOLVED by the Council of Webster City, Iowa, as follows:

That the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby finally approved and the prior action of the Council approving them is hereby finally confirmed, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 - _____

**AWARDING CONTRACT FOR THE CONSTRUCTION OF THE
2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required by law, bids and proposals were received by this Council for the Construction of the 2018-19 Electrical Underground Conversion Project; and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Primoris Aevenia, Inc. Johnston, IA	\$993,389.85

SECTION 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the project.

SECTION 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMO

TO: City Council

FROM: Finance Director

DATE: May 1, 2019

RE: Public Hearing to Amend the 2018/19 Budget

SUMMARY: I am asking City Council to set a public hearing to be held on Monday, May 20, 2019 to amend the 2018/19 fiscal year budget.

BACKGROUND/DISCUSSION: The State requires each municipality to review their revenues and expenditures based on their current budget to determine if they anticipate any function or program to be less than originally budgeted for revenues and more for expenses. The amendments are due to the State by May 31, 2019 and require a public hearing.

The revenues to be amended for this fiscal year are:

TAXES LEVIED ON PROPERTY

This category includes property taxes used by the General, Benefits and Debt Service Funds. The category was reviewed after receiving the May tax payment but not taking the June tax payment into account. I would like to reduce the estimated revenue to receive in this category by \$178,000.00.

INTERGOVERNMENTAL

This category will need to be reduced by \$652,725 - \$482,725 had been budgeted for Fire Department grants for a tanker truck and equipment which we did not receive. The Road Use Tax Fund receipts appear to be \$170,000 short of budget.

CHARGES FOR SERVICES

This category needs to be reduced by \$816,000 as it appears the sewer revenue will be short of budget.



MISCELLANEOUS

This category will be reduced by \$414,016 as we did not receive budgeted donations for West Twin Park and the donations for the Wilson Brewer Park are being channeled through the Enhance Hamilton County Foundation.

OTHER FINANCING SOURCES

We will not be receiving bond proceeds for a new Wastewater Treatment Plant so will need to amend the \$35,000,000 budgeted to 0.

The *expenditure* program amendments are:

PUBLIC SAFETY

This category will need to be increased by \$58,000 to cover added expenses in all three of departments in this category. The Inspection Department had expenses related to property abandonments; Police Department had added costs as a result of new employees and the Fire Department had an increase in payroll as well as vehicle and equipment repairs.

HEALTH & SOCIAL SERVICES

This category will be amended as a result of the decision to perform mosquito control in-house versus contracting it out. The initial start-up costs were higher than the yearly contract amount but will see a savings in the years to come.

COMMUNITY & ECONOMIC DEVELOPMENT

The amendment for this category is for the Hotel-Motel Grant program which has been budgeted at \$100,000 per year. We have several outstanding grants and want to amend this category to ensure we would not exceed budget if all were paid between now and June 30th.

GENERAL GOVERNMENT

This category includes City Council, City Manager, Finance Office, City Attorney, City Hall Building, Public Works, IT and GIS. The amendment will be adding \$25,500 to cover the costs of the City Manager hiring process, City Hall remodeling, Recodification and attorney expenses for the Vero Blue.

CAPITAL PROJECTS

The budget for this category is \$969,900 which included the Superior/Fairmeadow Intersection Project, Beach Street Project (paving portion) and Dubuque Street Bridge with the awarded



contract higher than the original budget. In addition, the Mackinlay Kantor-Des Moines Street Project (236,709), 2019 Street Improvement Project (666,627) and Millards Lane (202,580) projects have been accounted for in deciding to increase the budget by \$1,400,000. \$100,000 in expenses for the Wilson Brewer Project are also included in this category.

BUSINESS TYPE ENTERPRISE

This category includes any expense coming from the Electric, Water and Sewer funds. I would like to reduce this category by \$17,500,000 for the budgeted Wastewater Treatment Plant facility.

TRANSERS

I would like to reduce the transfer from the Emergency Levy to the General Fund by 3,000 as the receipts look to be lower than budget, 442,725 from General Fund to Government Capital Equipment as a result of not receiving the Fire Department grants and the 17,500,000 from Sewer Utility to the Sewer Improvement for costs to build a new Wastewater Treatment Plant.

I would like to increase the transfer from the Capital Improvement Fund to the Annual Street Maintenance Fund to offset the costs for street projects and increase the transfer from the Road Use Tax Fund to the Bridge Improvement Fund to offset the bridge project costs.

FINANCIAL IMPLICATIONS: The ending fund balance on the amendment form shows to be much less than I feel it will truly be at the end of our fiscal year. The categories not showing an amendment will be receiving more or spending less than what is budgeted but is not reflected on the state budget form. The revenue is also showing a decrease of \$35,000,000 but the expense side is only showing 17,500,000 for the Wastewater Treatment Plant as it was budgeted to receive the full bond proceeds with only half the expenses being paid in FY19.

RECOMMENDATION: I recommend that the Public Hearing be set for May 20, 2019 at 6:05 p.m.

ALTERNATIVES: I do not feel we have an alternative as amendments are required by the State of Iowa and we do have changes to the budget.

CITY MANAGER COMMENTS: I recommend the City Council set the Public Hearing for May 20, 2019 at 6:05 p.m.

NOTICE OF PUBLIC HEARING **AMENDMENT OF FY2018-2019 CITY BUDGET**

The City Council of Webster City in HAMILTON County, Iowa
 will meet at City Hall, 400 Second Street, Webster City IA 50595
 at 6:05 p.m. on 5/20/2019
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,659,683	-178,000	3,481,683
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	3,659,683	-178,000	3,481,683
Delinquent Property Taxes	4	0		0
TIF Revenues	5	233,437	0	233,437
Other City Taxes	6	837,310	0	837,310
Licenses & Permits	7	107,460	0	107,460
Use of Money and Property	8	440,933	0	440,933
Intergovernmental	9	1,709,166	-652,725	1,056,441
Charges for Services	10	16,272,304	-816,000	15,456,304
Special Assessments	11	0		0
Miscellaneous	12	2,435,086	-414,016	2,021,070
Other Financing Sources	13	35,000,000	-35,000,000	0
Transfers In	14	22,853,260	-16,545,725	6,307,535
Total Revenues and Other Sources	15	83,548,639	-53,606,466	29,942,173
Expenditures & Other Financing Uses				
Public Safety	16	2,523,733	58,000	2,581,733
Public Works	17	1,684,905	0	1,684,905
Health and Social Services	18	65,135	31,336	96,471
Culture and Recreation	19	1,689,265	0	1,689,265
Community and Economic Development	20	312,438	100,000	412,438
General Government	21	351,593	25,500	377,093
Debt Service	22	802,763	0	802,763
Capital Projects	23	969,900	1,400,000	2,369,900
Total Government Activities Expenditures	24	8,399,732	1,614,836	10,014,568
Business Type / Enterprises	25	34,441,315	-17,500,000	16,941,315
Total Gov Activities & Business Expenditures	26	42,841,047	-15,885,164	26,955,883
Transfers Out	27	22,853,260	-16,545,725	6,307,535
Total Expenditures/Transfers Out	28	65,694,307	-32,430,889	33,263,418
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	17,854,332	-21,175,577	-3,321,245
Beginning Fund Balance July 1	30	41,834,949		41,834,949
Ending Fund Balance June 30	31	59,689,281	-21,175,577	38,513,704

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

<=== ENTER

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.



MEMO

TO: Mayor and City Council

FROM: Dodie Wolfgram, Finance Director

DATE: May 1, 2019

RE: Banking Options

SUMMARY: I am asking Council authorization to move our checking account and open a new money market account with Availa Bank and purchase \$8,000,000 in CD's with various terms and monetary amounts from First State Bank.

PRIOR COUNCIL ACTION/BACKGROUND/DISCUSSION: Requests for Proposals were sent to Availa Bank, First State Bank, People's Credit Union and WCF Financial Bank on March 5, 2019 with a due date of March 26, 2019. All four financial institutions submitted a proposal but were later rejected upon my request.

A new RFP was sent to the same 4 banking institutions on April 9, 2019 clarifying the City's intent to receive the best return on our money which could mean purchasing CD's with approximately \$8,000,000 of our current cash.

Availa Bank

Option #1 has a guaranteed interest rate of .81% on the checking with the potential to be much higher as it is based on the 91-day US Treasury Bill rate. The rate is determined by the last stated rate each month less .35% which would have computed to 2% for April. The 1-year average interest rate using this method is 1.8%; the highest 2.05% (December's rate for January and February's rate for March earnings) and lowest 1.49% (April 2018 rate for May 2018). We would need to keep the current cash in this account and not have a separate money market nor CD's.

Option #2 has a set .50% interest rate on our checking and 1.85% on an interest-bearing sweep money market account. The sweeps are automatic, unlimited and set at a \$500,000 sweep point. Availa Bank would want roughly \$5,000,000 between the two accounts with the remaining \$8,000,000 used for CD's through the current bid process.

First State Bank

First State Bank offered the option of keeping our current ICS money market account at a rate of 1.60% or opening a new First State Bank money market account at 1.75%. The checking account interest rate is .15% with a minimum account balance set at \$200,000. Funds would sweep from the money market to the checking account if or when the account got below the \$200,000 minimum. The amounts of the sweep can be customized as well as the account exceed limit. We would have the option to purchase CD's with other banks as our requirements are \$200,000 in checking and \$1,000 in money market.

Peoples Credit Union

Although People's Credit Union is not interested in the City's checking account, they bid 2% on a money market account with a minimum balance of \$100,000 and CD rates ranging from 1.45% to 2.65%.

WCF Financial Bank

WCF is not interested in the checking account but offering a sweep money market account at 2.05% and CD's from 2.35 – 2.40%.

I have attached a chart summarizing the proposals and another chart showing the estimated interest the City would receive on \$14,000,000 between checking, money market and CD's. I have chosen to use a higher checking account balance if the money market and checking accounts are split between different banks as the moving of funds will take longer and city monitoring will need to be daily.

I am not showing an Availa Bank checking and WCF Financial money market as we would not have this option with Availa Bank's proposal as they want the \$5,000,000 between their checking and money market.

FINANCIAL IMPLICATIONS: City funds will be earning more by capturing a higher interest rate on the money market as well as moving some of the cash to CD investments.

RECOMMENDATION: As a result of the evaluation of the bids received and using \$14,000,000 as cash on hand, I would recommend the following:

1. Move the City checking account to Availa Bank using Option #2 to earn .50% interest on the checking and begin with a \$500,000 balance.
2. Close the current ICS MMDA account with First State Bank and open a new money market account at Availa Bank to earn 1.85% interest. This account will be a sweep account, set to sweep in \$500,000 increments when the account is lower than \$500,000. We will set the sweep from checking to money market when going above \$1,000,000 but will continue to monitor to ensure this is the best monetary level. We will open this account with approximately \$4,500,000.
3. Purchase \$8,000,000 in CD's from First State Bank at 3, 6, 9- and 12-month terms.
4. \$5,000,000 in current CD's will come due this month, \$2,500,000 in August and \$2,500,000 in November. We will seek bids from all of the local financial institutions for renewal unless we would need to redeem partial for cash.

ALTERNATIVES: Choosing another proposal for our checking, money market and investment needs.

CITY MANAGER'S RECOMMENDATION: I also encourage the City Council follow the Finance Director's recommendation noted above.

	FSB	Option #1 Availa Bank	Option #1 Availa Bank	Option #2 Availa Bank	Peoples	WCF
		Guaranteed checking interest rate	April 2019 checking interest rate			
Insurance	Yes	Yes	Yes	Yes		
Checking Account Interest Rate	0.15%	0.81%	2.00%	0.50%	N/A	N/A
Balance Requirement	500,000	14,000,000	14,000,000	500,000	N/A	N/A
Money Market Interest Rate	1.75%	0.00%	0.00%	1.85%	2.00%	2.05%
Balance Requirement	12,500	None	None	12,500,000	100,000	100,000
Service Charges	None	None	None	None	N/A	N/A
ACH Fees	None	None	None	None	N/A	N/A
Return deposit fee	5.00	5.00	5.00	5.00	N/A	N/A
Stop Payment Fee	12/Yr-No charge	25	25	25	N/A	N/A
Based on:						
Checking Account B	500,000	14,000,000	14,000,000	500,000		
Money Market Bala	4,500,000	-	-	4,500,000	3,000,000	3,000,000
3 mo 2,000,000	2.65%			1.90%	1.45%	2.35%
6 mo 2,000,000	2.65%			2.35%	1.85%	2.40%
9 mo 2,000,000	2.65%			2.38%	0.00%	2.40%
12 mo 2,000,000	2.85%			2.46%	2.65%	2.35%
Per Month Interest- Checking	62.50	9,450.00	23,333.33	208.33		
Per Month Interest- MM	6,562.50	-	-	6,937.50	5,000.00	5,125.00
	6,625.00	9,450.00	23,333.33	7,145.83		
3 Month	13,120.33			9,433.04	7,210.91	9,433.04
6 Month	26,326.73			23,363.54	18,415.22	23,363.54
9 Month	39,619.76			35,594.83	-	35,594.83
12 Month	57,000.00			49,200.00	53,000.00	49,200.00
	136,066.82			117,591.41	78,626.13	117,591.41
Per Year Total w/out CD's	79,500.00	113,400.00	280,000.00	85,750.00		
Per Year Total with CD's	215,566.82			203,341.41		

	#1	#2	#3	#4	#5
Checking at:	Availa #2	FSB	FSB	FSB	Availa #1
Money Market at:	Availa #2	WCF Financial	FSB	Availa Bank	No MM
CD's:	FSB	FSB	FSB	FSB	No CD's

Based on:

Checking Account Balance	500,000	1,000,000	500,000	1,000,000	14,000,000
Checking Interest Rate	0.50%	0.15%	0.15%	0.15%	0.81%
Money Market Balance	4,500,000	4,000,000	4,500,000	4,000,000	-
MM Interest Rate	1.85%	2.05%	1.75%	1.87%	0.00%

1 Year total interest-checking	2,500.00	1,500.00	750.00	1,500.00	113,400.00
1 Year total interest-MM	83,250.00	82,000.00	78,750.00	74,800.00	-
1 Year total CD's at FSB	136,066.82	136,066.82	136,066.82	136,066.82	-

Total Yearly Earnings	221,816.82	219,566.82	215,566.82	212,366.82	113,400.00
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MEMORANDUM

TO: Mayor & City Council

FROM: Kent Harfst, Interim City Manager/
Recreation & Public Grounds Director

DATE OF MEMO: April 30, 2019

RE: Request to Approve Change Order for 2018 Wilson Brewer Park Cabin
Foundations Project with Peterson Construction

SUMMARY: Last year Peterson Construction completed the foundation work for the new placement of both log cabins at Wilson Brewer Park. This project did not include any type of flooring at the new site. The change order requested is to construct a four-inch concrete floor inside both cabins.

PREVIOUS COUNCIL ACTION:

On March 16, 2018 the City Council did enter into a contact with Peterson Construction for the completion of this foundation project.

BACKGROUND/DISCUSSION:

Originally the log cabins were going to have a wooden floor. After much discussion it was decided it would be better to have a concrete floor with the possibility of adding a historical wooden floor at a later date. This is being recommended to increase the structural integrity of the foundation, as well as protecting the cabin from the weather, animals (ground hogs) and insects (powder post beetles).

This change order will consist of adding one-inch clean stone interior backfill, filling the concrete block cores with concrete, and adding four inches of concrete on the cabin floors.

FINANCIAL IMPLICATIONS:

The original contract price was \$28,000.00. The additional work of this change order is \$9,455.00 for a total revised contract price of \$37,455.00. The additional money will be paid out of the Wilson Brewer Park Fund account that is managed by Darcy Swon and the Enhance Hamilton County Foundation.

RECOMMENDATION:

I recommend the City Council approve Change Order No. 1 to the 2018 Wilson Brewer Park Cabin Foundations Project with Peterson Construction.

ALTERNATIVES:

The City Council can choose to not approve the change order.

Attachments

RESOLUTION NO. 2019 -

APPROVING CHANGE ORDER NO. 1 TO THE 2018 WILSON BREWER PARK CABIN FOUNDATIONS PROJECT WITH PETERSON CONSTRUCTION WEBSTER CITY, IOWA

WHEREAS, on March 16, 2018, the City Council of the City of Webster City, Iowa, did enter into a contract with Peterson Construction Webster City, Iowa, for completion of the 2018 Wilson Brewer Park Cabin Foundations Project, and

WHEREAS, contract Change Order No. 1 has been prepared as follows:

Reason for change: Additional stone, concrete for filling concrete block cores and concrete floors for the cabins in lieu of dirt floors and to increase the concrete block structural capabilities.

The following items are hereby added to the contract as previously approved by City Council:

1. 1" clean stone interior backfill
2. Fill block cores with concrete
3. 4" concrete floors for cabins

By virtue of such changes in the Contract, the following revisions shall be made in the Contract price:

Original Contract Price \$28,000.00

Contract Price Increased by Additions \$9,455.00

Revised Contract Price \$37,455.00

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that Change Order No. 1 to the 2018 Wilson Brewer Park Cabin Foundations Project contract with Peterson Construction Webster City, Iowa, as described above and attached hereto is hereby approved.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk



**SCHLOTFELDT
ENGINEERING
INC.**

PO BOX 220 1440 SECOND STREET
WEBSTER CITY, IOWA 50595

TELEPHONE 515-832-2471
FAX 515-832-1609

E-MAIL: webstercity@schlotfeldt.com

April 18, 2019

**Mr. Ken Wetzler
City of Webster City
PO Box 217
Webster City, Iowa 50595**

**RE: 2018 Wilson Brewer Park Cabin Foundation Project
Webster City, Iowa**

Dear Ken,

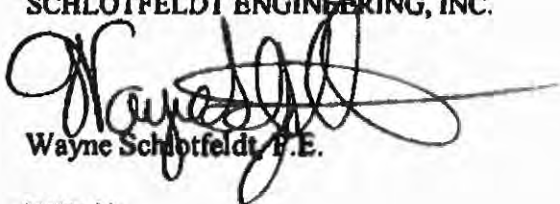
**Enclosed are four copies of Change Order No. 1 for the above referenced project,
to be considered by the City Council at their May 6, 2019 meeting.**

**Change Order No. 1, an addition in the amount of \$9,455.00, is to add backfill
and 4" concrete floors. This will bring the new contract price to \$37,455.00.**

If you have any questions, please contact our office.

Sincerely,

SCHLOTFELDT ENGINEERING, INC.



Wayne Schlotfeldt, P.E.

WTS/dc

Enclosures

cc: Peterson Construction

**CONTRACT CHANGE ORDER
NO. 1**

April 18, 2019

Public Works Contract 2018 Wilson Brewer Park Cabin Foundations Project between Peterson Construction and the City of Webster City, Iowa, dated March 16, 2018 is hereby changed in the following particulars, to-wit:

The following specific work is hereby added to such contract:

- | | | |
|----|----------------------------------|------------|
| 1. | 1" clean stone interior backfill | \$3,400.10 |
| 2. | Fill block cores with concrete | \$1,925.00 |
| 3. | 4" concrete floors for cabins | \$4,129.90 |

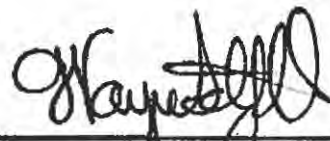
By virtue of such changes in the contract, the following revisions shall be made in the contract price:

Contract Price.....	<u>\$ 28,000.00</u>
Contract Decreased by Eliminations.....	<u>\$ 0.00</u>
Contract Price Increased by Additions.....	<u>\$ 9,455.00</u>
Net Additions.....	<u>\$ 9,455.00</u>
Revised Contract Price.....	<u>\$ 37,455.00</u>

Peterson Construction



Gerald Peterson, President



Wayne Schlottfeldt, P.E.

City of Webster City

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor & City Council

FROM: Kent Harfst, Interim City Manager/
Recreation & Public Grounds Director

DATE OF MEMO: April 30, 2019

RE: Request to Temporarily Close Streets Around West Twin Park
on July 4, 2019

SUMMARY: The Race Director for the Annual Firecracker 5K Fun Run that will be held at 8:00 a.m. on Thursday, July 4, 2019 would like to temporarily have the road closed near the start of the race from approximately 7:30 a.m. to 9:30 a.m.

PREVIOUS COUNCIL ACTION:

It is my understanding this has not been previously discussed with the City Council.

BACKGROUND/DISCUSSION:

For the past 31 years the July 4th Firecracker 5 Kilometer (3.1 miles) Fun Run has started and ended near West Twin Park. To provide an even safer event, both Race Director Nick Ekel and City staff would like to have the block around West Twin Park that would include Seneca Street and Water Street closed from approximately 7:30 a.m. to 9:30 a.m. This should give plenty of time for the beginning and ending of the race.

FINANCIAL IMPLICATIONS:

Staff will be providing barricades, extra trash cans with liners, extra picnic tables, and a dumpster to place all of the trash. The estimated cost will be approximately \$100.00 for the dumpster and trash bags that will be paid out of the park operating budget.

RECOMMENDATION:

I recommend the City Council allow the temporary closing of the streets mentioned above.

ALTERNATIVES:

The City Council can choose to modify the request or to deny the request.

Attachments



MEMO

TO: Mayor and City Council; & City Manager
FROM: Community Vitality Director
DATE: 5/6/19
RE: Resolution of Support for Boone Forks

SUMMARY: Resolution of Support for Boone Forks application to Iowa Great Places Designation

PREVIOUS COUNCIL ACTION: None. Letter of support provided by Mayor.

BACKGROUND/DISCUSSION: Boone, Hamilton and Webster Counties have applied for re-designation with Iowa's Great Places Program. The three-county region partnered with local communities, area residents, businesses, and community leaders to complete the Boone Forks Regional Master Plan, focused on the region's river corridors and recreational opportunities. The Region is working collaboratively to brand, market, and attract visitors to the Boone Forks Region. The group asks that Webster City support the efforts of the three counties and the addition of Boone County to our Great Places Designation with a resolution.

FINANCIAL IMPLICATIONS: none

RECOMMENDATION: We request that Council pass a resolution of support for the application to the Iowa Great Places program by the Boone Forks regional group.

ALTERNATIVES: none

CITY MANAGER COMMENTS: I recommend the City Council approve this resolution.

RESOLUTION NO. 2019 –

**RESOLUTION SUPPORTING THE COOPERATIVE EFFORTS
BETWEEN BOONE, HAMILTON AND WEBSTER COUNTIES
TO APPLY FOR RE-DESIGNATION WITH
IOWA'S GREAT PLACES PROGRAM**

WHEREAS, Hamilton and Webster Counties were selected as a 2010 Iowa Great Place;

WHEREAS, Webster and Hamilton Counties have joined Boone County to successfully be designated under the Iowa Parks Foundation's "Parks to People" Program;

WHEREAS, in 2017, the three-county region partnered with local communities, area residents, businesses and community leaders to complete the "Boone Forks Regional Master Plan", a plan that focused on the region's river corridors and recreational opportunities;

WHEREAS, the region is working collaboratively to brand, market and attract visitors to the Boone Forks Region;

WHEREAS, significant public input was solicited to create the Boone Forks Master Plan and the plan's goals align with the "Great Places" spirit of collaboration;

WHEREAS, Hamilton & Webster Counties would like to include Boone County in their Great Places designation;

WHEREAS, the region has benefitted from the Great Places Program and "no boundaries" concept;

**NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL
OF THE CITY OF WEBSTER CITY FULLY SUPPORTS THIS
COOPERATIVE EFFORT AND REQUESTS RE-DESIGNATION UNDER
THE IOWA GREAT PLACES PROGRAM.**

Passed and Adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

81 of 196
Karyl K. Bonjour, City Clerk

HAMILTON COUNTY CONSERVATION BOARD
RESOLUTION 2019-01

**A RESOLUTION SUPPORTING THE COOPERATIVE EFFORTS BETWEEN
BOONE, HAMILTON & WEBSTER COUNTIES TO APPLY FOR RE-
DESIGNATION WITH IOWA'S GREAT PLACES PROGRAM**

WHEREAS, Hamilton & Webster Counties were selected as a 2010 Iowa Great Place;

WHEREAS, Webster and Hamilton Counties have joined Boone County to successfully be designated under the Iowa Parks Foundation's "Parks to People" Program;

WHEREAS, in 2017, the three county region partnered with local communities, area residents, businesses and community leaders to complete the "Boone Forks Regional Master Plan", a plan that focused on the region's river corridors and recreational opportunities;

WHEREAS, the region is working collaboratively to brand, market and attract visitors to the Boone Forks Region;

WHEREAS, significant public input was solicited to create the Boone Forks Master Plan and the plan's goals align with the "Great Places" spirit of collaboration;

WHEREAS, Hamilton & Webster Counties would like to include Boone County in their Great Places designation;

WHEREAS, the region has benefitted from the Great Places Program and "no boundaries" concept;

**NOW THEREFORE BE IT RESOLVED THAT THE HAMILTON
COUNTY CONSERVATION BOARD FULLY SUPPORTS THIS
COOPERATIVE EFFORT AND REQUESTS RE-DESIGNATION UNDER THE
IOWA GREAT PLACES PROGRAM.**

Passed and approved this 25th day of April, 2019.


George Caggiano, Chairperson
Hamilton County Conservation Board



MEMO

TO: Mayor and City Council; & City Manager
FROM: Community Vitality Director
DATE: 5/6/2019
RE: Agreement with ASK Studio for 713 Second Street

SUMMARY: Agreement with ASK Studio for the façade improvements to 713 Second Street.

PREVIOUS COUNCIL ACTION: Approval of request for RFQ for architects for the 713 Second Street Façade improvement project.

BACKGROUND/DISCUSSION: ASK Studio was selected from an RFQ process for the planned façade improvements on the building located at 713 Second Street. The Council is asked to approve the agreement submitted by ASK Studio. The City will have an easement with the building owner to complete the façade improvements. According to the agreement, ASK Studio will manage the bidding process for contractors and provide administrative oversight to the construction work.

FINANCIAL IMPLICATIONS: The estimated fees from ASK Studio are \$19,216. A more detailed scope of work and cost estimates for the façade improvements will follow a meeting with the State Historical Preservation Office to review and approve the planned scope of work. All associated costs will be paid from the City's Community Development Block Grant fund.

RECOMMENDATION: Request that Council approve the agreement with ASK Studio as submitted.

ALTERNATIVES: none suggested

CITY MANAGER COMMENTS: I also recommend the City Council approve the agreement with ASK studio.

RESOLUTION NO. 2019 -

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT
WITH ASK STUDIO, DES MOINES, IOWA
FOR THE FAÇADE IMPROVEMENTS TO 713 SECOND STREET**

WHEREAS, the City of Webster City desires to enter into an Agreement for the Façade Improvements to 713 Second Street; and,

WHEREAS, an agreement has been negotiated with ASK Studio, Des Moines, Iowa to provide Façade Improvements in connection with the building located at 713 Second Street; and,

WHEREAS, the City Council has reviewed said form of agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement with ASK Studio, Des Moines, Iowa to provide for the Façade Improvements in connection with the building located at 713 Second Street.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 26th day of April in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Webster City
400 Second Street
Webster City, Iowa 50595

Wherein this Agreement the term "Owner" is used it shall be used only for the purpose of describing the City of Webster City as the owner of a temporary easement of the property in question and not as the actual owner of the property.
and the Architect:
(Name, legal status, address and other information)

ASK Studio
3716 Ingersoll Ave, Suite A
Des Moines, Iowa 50312

for the following Project:
(Name, location and detailed description)

713 2nd St
Webster City, IA 50595
Historic improvements to exterior facade

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Refer to attached Exhibit A

§ 1.1.2 The Project's physical characteristics:

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

Existing building at 713, 2nd Street, Webster City, Iowa

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

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

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

Competitive Bid

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

NA

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

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

Lindsay Henderson
Community Vitality Director
400 2nd Street
Webster City, Iowa 50595

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

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

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Historian

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

Michael Kastner
Principal
Architects Schipper Kastner
3716 Ingersoll Ave, Ste A
Des Moines, Iowa

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

NA

- .2 Mechanical Engineer:

NA

- .3 Electrical Engineer:

NA

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Architect's Fee Proposal Breakdown, dated Feb. 4, 2019, Attached Exhibit C

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

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite

AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than 1 million (\$ 1,000,000) for each occurrence and 1 million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than NA (\$) each accident, NA (\$) each employee, and NA (\$) policy limit.

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

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

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

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Applicable
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.4 Existing facilities surveys; Architect shall provide window survey for SHPO submittal and general exterior façade survey/general dimensions required for completion of work.

4.1.1.27 Historic Preservation; Architect shall prepare work in accordance with SHPO and National Parks Preservation Briefs/Guidelines

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

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

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three (3) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

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

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

.1 Termination Fee:

\$0.00

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

\$19,216.00
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Items 4.1.1.4 and 4.1.1.27 included in basic compensation/services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

Attached Exhibit B

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

Init.

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

Init.

- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

Exhibit D Section 3 Clause and Exhibit E CDBG Contract Provisions.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

Michael Kastner AIA

Principal

(Printed name, title, and license number, if required)



ARCHITECTS SCHIPPER KASTNER

EXHIBIT A

PROGRAM / SCOPE of WORK

- Tuckpointing mortar joints in exterior to stabilize facades
- Remove/replace spalled/damaged brick in exterior to stabilize façade
- Repoint/repair stone foundation at north-west corner
- Exterior Windows
 - Review existing windows for repair/replacement. Prepare Window Survey for SHPO submittal.
 - South façade ; Upper level windows, glass block infill
 - South façade; Main level windows
 - South façade; Basement level windows, infill panel/cmu infill
 - South façade; Attic window
 - North façade; 2 east windows with remaining wood window pieces
 - North façade; 4 upper level windows with masonry/glass block/louver infillMain level 3 windows
 - North façade; 3 windows at main level with masonry infill.
 - North façade; 1 window, main level with door/masonry infill
 - North façade; basement windows with cmu infill
- Protect historic stained glass.
- Rebuild stone foundation at NW corner
- West façade; Remove existing louvers and replace masonry
- Stabilize stone parapet coping at south.
- Tuckpointing/brick replacement at south parapet.
- Remove unused electrical conduit, piping, wood panels and signage
- Review coating over masonry at east façade
- Review existing vestibule and masonry addition at north façade.



ARCHITECTS SCHIPPER KASTNER

EXHIBIT B

Architects Schipper Kastner

2019 Hourly Rates

Principal	\$135.00
Staff Architect	\$75.00-95.00
Intern Architect	\$65.00-80.00
Draftsperson	\$40.00-55.00
Support Staff	\$40.00-55.00

Historic improvements to exterior facades, including window replacement, door replacement, brick replacement/repainting, and SHPO submittals.

Items not included

Cost for printing plans and project manual for bidding

Equipment rental for access to building. Will identify general areas and set quantity on elevations and field verify with contractor.

EXHIBIT D

Section 3 clause

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

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

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

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

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

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

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

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

REQUIRED CONTRACT LANGUAGE

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

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

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

2. Civil Rights

The Contractor must comply with the following laws and regulations:

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

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

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

3. Termination Clause

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

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

4. Certification regarding government-wide restriction on lobbying.

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

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

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

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

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

6. Recycled Materials

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

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

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

Clean Air and Water Acts - required clauses:

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

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

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

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

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

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

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



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Matt Alcazar, Project Coordinator

DATE: April 30, 2019

RE: 2019 Concrete Street Repair Project

SUMMARY: The 2019 Concrete Street Repair Project plans and specifications have been prepared and the bids have been received. The work includes installing approx. 455 square yards of 8" concrete street panel replacement at the following locations;

- Oakwood Drive
- Fair Meadow Drive
- Bicentennial Drive

PREVIOUS COUNCIL ACTION: City Council approved seeking bids for project on April 15, 2019.

BACKGROUND/DISCUSSION: The bid proposal was sent to 10 Contractors and 4 bid packages were received:

Habhab Construction	Webster City	\$51,364.00
Wicks Construction	Decorah	\$70,865.00
Jensen Builders	Fort Dodge	\$72,800.00
Caster Construction	Fort Dodge	\$89,633.00

FINANCIAL IMPLICATIONS: The Contractor awarded the contract for this bid will be paid out of the Street Department Operations Budget.

RECOMMENDATION: Staff recommends the 2019 Concrete Street Repair Project be completed as described in the Plans and Specifications and the contract be awarded to Habhab Construction in the amount of \$51,364.00.

ALTERNATIVES: Council could choose to not do any street repairs at this time or direct staff to find alternative solutions to repair streets and or areas.

CITY MANAGER COMMENTS: I also recommend the City Council award this contract to Habhab Construction.

RESOLUTION NO. 2019 - ____

**APPROVING AND CONFIRMING PLANS, SPECIFICATIONS AND
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2019 CONCRETE
STREET REPAIR PROJECT, WEBSTER CITY, IOWA**

WHEREAS, this Council has heretofore approved plans, specifications and form of contract for the proposed construction of the 2019 Concrete Street Repair Project, Webster City, Iowa, as described in the proposed plans and specifications and proposed form of contract for such 2019 Concrete Street Repair Project, Webster City, Iowa and the taking of bids therefor; and

NOW THEREFORE IT IS RESOLVED by the Council of Webster City, Iowa, as follows:

That the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby finally approved and the prior action of the Council approving them is hereby finally confirmed, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 - ____

**AWARDING AGREEMENT FOR THE
2019 CONCRETE STREET REPAIR PROJECT, WEBSTER CITY, IOWA**

WHEREAS, pursuant to the City of Webster City purchasing policy, bids were received by this Council for the 2019 Concrete Street Repair Project, Webster City, Iowa; and,

WHEREAS, all of the said bids have been carefully considered, and it is necessary and advisable that provision be made for the award of the agreement for the project;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Habhab Construction Inc., Webster City, Iowa	\$51,364.00

SECTION 2. The agreement for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said agreement to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written agreement with said contractor for the project.

SECTION 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 5% of the amount of the agreement.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and Habhab Construction Inc., ("Professional").

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Work.** Professional shall perform in a competent and Professional manner the Scope of Work as set forth herein: To accomplish the City's mission of providing quality streets to its customers, the City owns and maintains water distribution mains, wastewater and storm water mains along with maintaining streets and alleys. Professional engineering services are required to assist the City with its infrastructure improvements and with particular projects. Services are understood to be "as mutually agreed" and may include but not necessarily be limited to the following:

- a) Provide cost estimates, and preliminary engineering reports.
- b) Provide survey, design, administration, and inspection services for construction projects.
- c) Perform analyses and modeling of existing distribution systems to assess impact of new facility/subdivision construction.
- d) Prepare reports, investigations, complete grant applications, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.
- e) Attend and provide summary reports at regular City Board/Council meetings, if requested.

2. **Completion.** Professional shall commence work immediately upon receipt of a signed contract from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than the term specified within the project amendment or as established by the construction contract documents. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's Staff for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. **Payment.** In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The unit prices for work performed by Professional shall not exceed those unit prices set forth in **Exhibit "A"** appended hereto. The work performed by Professional shall not exceed those budgets set forth in Amendments established for each project or as mutually agreed by the parties. The Professional shall provide the amount established in the amendment for each project as compensation for; Design Phase and Construction Administration and Construction Observation. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the

City shall review the matter with Professional within ten days from receipt of the Professional's invoice.

Payment will be made to the contractor based on **Exhibit "A"** at the completion of each stage or at the completion of the total project in amounts equal to ninety-five (95%) percent of the contract value of the request, and will be based upon an estimate prepared by the Contractor included with this proposal, subject to the approval of the City Council. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made no earlier than 31 days after acceptance of the project by the City Council in accordance with Code of Iowa Chapter 573 and the contract documents.

Professional/s with outstanding debts owed to the City of Webster City will have that sum deducted from the first Pay Request the City will remit the remaining balance to the contractor.

4. Non-Assignability. Both parties recognize that this contract is one for professional services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any sub-professionals officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-professional.

5. Termination. The Professional or the City may terminate this Agreement, without specifying the reason therefore, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the *above*, Professional shall not be relieved of any liability to the City for damages sustained by the City by *virtue* of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

6. Covenant Against Contingent Fees. The Professional warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Professional, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract.

7. Professional Staff Change Procedure: The Professional shall notify the City of the loss of consultant staff in writing and the effects it will have on current projects and the City interests. The Professional shall find mutually agreed replacement of staff within ninety days and having like expertise, other employed staff, new staffing, or

contractual relationship. Failure to provide agreed replacement, allows the City at its discretion to terminate this contract, in full or in part, with no obligation to pay the Professional from the date of loss of consultant staff.

8. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and sub-professionals during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment Insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

9. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this contract, to the extent caused by the negligent act, omission, error, Professional error, mistake, negligence, or other fault of the Professional, any sub-professional of the Professional, or any officer, employee, representative, or agent of the Professional or of any sub-professional of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any sub-professional of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, its employees, or other third parties the City shall reimburse the Professional for the portion of the judgment not attributable to negligence of the professional, omission, or other fault of the City, its officers, or employees.

10. Professional's Insurance Requirements

- A. Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this

contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

B. The Professional shall purchase and maintain such insurance as will protect the Professional from claims set forth below which may arise out of or result from the Professional's operations under the contract, whether such operations be by the Professional or by any sub-Professional or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

C. The insurance to be maintained by Professional shall be written as follows:

1. Workers Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below

A. Iowa Benefits

Statutory

B. Employers Liability

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each accident
Bodily Injury by disease	\$500,000 policy limit

The Workers Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement
 - b. Personal and Advertising Injury.
 - c. Operations by independent Professionals.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. Umbrella/Excess Insurance at Professional's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
5. Additional Insured — The Professional will include the City or Utility as additional insured on all policies except Workers' Compensation and professional liability as respects all work performed.
6. Insurance Certificates — Each policy noted above shall be issued by an

insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.

7. The following clauses will be added to all liability coverages:

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

D. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Professional each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to Professional's equipment, tools and other personal property as well as automobiles.

E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No

additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

- F. The certificate of insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- G. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

11. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

12. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

13. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City of Webster City
P. O. Box 217, 400 Second
Street Webster City, IA 50595

Professional:
Habhab Construction Inc.
P.O. Box 426
Webster City, Iowa 50595

14. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

15. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

16. Execution of Agreement by City. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

17. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This agreement shall be governed by the laws of the State of Iowa as from time to time in effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date hereinafter written.

[SIGNATURE ON FOLLOWING PAGE]

ATTESTED BY:

Karyl Bonjour
City Clerk

CITY OF WEBSTER CITY, IOWA:

By: _____
John Hawkins, Mayor

Date: _____

WITNESSED BY:

Elizabeth Ann Smith
Name

Professional

By: _____
Name, Title

Date: May 1, 2019

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Webster City, hereinafter called the "Jurisdiction," has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2019 Concrete Street Repair Project

The 2019 Concrete Street Repair Project includes pavement repair and replacement at the following locations in Webster City:

- Oakwood Drive approximately 350 SY, 3 locations.
- Bicentennial Drive approximately 70 SY, 1 location.
- Fair Meadow Drive approximately 35 SY, 1 location.

The project includes approximately 455 SY of Full Depth PCC Patch (8"), with associated pavement removal and subbase over excavation and 24 SY 6" PCC driveway apron construction.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER # 1 ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

"EXHIBIT A"

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive Bidder; and
2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

2. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
4. The Notice to Proceed is anticipated to be issued once Insurance and Bonding has be fully executed.
5. The Contractor shall perform the work in
 - c. Milestone 1: Oakwood Drive approximately 350 SY, 3 locations open to vehicle and Contractor able to construct new concrete driveways at 705 & 712 Oakwood.
 - d. Milestone 2: Fully complete the project by June 30th 2019 of commencement. Fully complete shall be defined as all surface restoration construction being completed, with the new streets and driveways being fully open to traffic and all improvements being ready for final acceptance.

Should the Contractor fail to fully complete the work for either of the Milestones in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per working day will be assessed for work not completed.

"EXHIBIT A"

PROPOSAL ATTACHMENT: PART C - BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C - Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2	EARTHWORK				
2.01	Excavation Class 10	CY	15 101	\$ 15 ⁰⁰	\$ 1515 ⁰⁰
7	STREETS AND RELATED WORK				
7.01	Full Depth Patch, PCC, 8 Inches	SY	455	\$ 90 ⁵⁰	\$ 41,177 ⁵⁰
7.01	Removal Patch, PCC	SY	455	\$ 8 ⁵⁰	\$ 3,867 ⁵⁰
7.03	Driveway Replacement, PCC, 6 Inches	SY	24	\$ 63 ⁰⁰	\$ 1,512 ⁰⁰
7.01	Driveway Removal, PCC	SY	24	\$ 18 ⁰⁰	\$ 432 ⁰⁰
7.05	Subbase Over-Excavation	TON	30	\$ 12 ⁰⁰	\$ 360 ⁰⁰
7.06	Temporary Granular Surfacing	TON	100	\$ 10 ⁰⁰	\$ 1,000 ⁰⁰
8	TRAFFIC CONTROL				
8.01	Traffic Control	LS	1	\$ 500 ⁻	\$ 500 ⁻
11	MISCELLANEOUS				
11.01	Construction Survey	LS	1	\$ -	\$ -
11.02	Mobilization	LS	1	\$ 500 ⁻	\$ 500 ⁻
11.03	Seeding	LS	1	\$ 500 ⁻	\$ 500 ⁻
TOTAL CONSTRUCTION COST \$					51,364 ⁰⁰



MEMORANDUM

TO: Interim City Manager
Mayor and City Council

FROM: Planning Director

DATE: April 24, 2019

RE: Amending Covenants for Brewer Creek Estates 5th and 6th Additions

SUMMARY: On November 14, 2017, the Declaration of Restrictions and Protective Covenants and Conditions for Brewer Creek Estates 5th and 6th Additions were recorded at the office of the Hamilton County Recorder. City Staff is recommending that two amendments be made to the covenants at this time.

PREVIOUS COUNCIL ACTION: The City Council approved the current covenants on November 6, 2017.

BACKGROUND/DISCUSSION: The City Council has approved and recorded covenants for Brewer Creek Estates 5th and 6th Additions in an effort to protect the value and desirability of the lots. As Developer, the City currently has the right to amend or modify the current covenants without the consent of any other lot owners for 24 months following the date of recording. At this time, it is staff's recommendation that the 24 month timeframe (Paragraph IV [2]) be amended to a 60 month timeframe in an effort to give the City the mechanism and ability to meet the needs of both subdivisions and let it progress in a manner necessary to satisfy the City's intent.

The other amendment being recommended at this time is in Section I, Construction Requirements, (3). The existing covenant states dwelling size requirements. For example, on "a lot 10,000 square feet and greater, the floor area must be a minimum of 1500 square feet **on the ground level** excluding the basement and required garage." After listening to concerns from builders as to how this wordage relates to single story homes vs. two story homes, we need to delete "on the ground level" for all the three dwelling size requirements addressed in Section I (3).

FINANCIAL IMPLICATIONS: N/A

ALTERNATIVES: Do not amend the existing covenants with justification by the Council.

RECOMMENDATION: Approve the amendments to the covenants for Brewer Creek Estates 5th and 6th Additions.

CITY MANAGER COMMENTS: I also recommend the City Council approve the amendments as noted above.

**AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS AND CONDITIONS FOR BREWER CREEK ESTATES FIFTH
ADDITION IN WEBSTER CITY, IOWA**

This Amendment to Declaration of Restrictions and Protective Covenants and Conditions is made effective this ____ day of _____, 2019 by the City of Webster City, Iowa, a municipal corporation, hereinafter referred to as the "Developer".

RECITALS

WHEREAS, the city of Webster City, Iowa, a municipal corporation, has previously developed the following described real estate:

Brewer Creek Estates Fifth Addition in Webster City, Iowa

WHEREAS, as part of said development, Developer established and placed restrictions, protective covenants and conditions upon all of said real estate, consecutively numbered Lots one (1) through seventeen (17) of Brewer Creek Estates Fifth Addition in Webster City, Iowa.

WHEREAS, Developer, pursuant to Paragraph IV(2) of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, does hereby desire to exercise their right as provided in said subsection to amend and/or modify the Declaration of Restrictions and Protective Covenants and Conditions.

NOW THEREFORE BE IT RESOLVED that pursuant to Paragraph IV(2) of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, that Developer herein amends parts of the Declaration of Restrictions and Protective Covenants and Conditions recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, as follows:

1. That Paragraph **I(3)** of said Declaration of Restrictions and Protective Covenants and Conditions is hereby amended and shall read as follows:

Dwelling Size Requirements:

For lots 10,000 square feet and greater, minimum floor area shall be not less than 1,500 square feet excluding the basement and required two (2) car (minimum) garage.

For lots less than 10,000 square feet, but greater than 9,000 square feet, minimum floor area shall be not less than 1,200 square feet excluding the basement and required two (2) car (minimum) garage.

For lots less than or equal to 9,000 square feet, minimum floor area shall be not less than 1,000 square feet excluding the basement and required one (1) car (minimum) garage.

2. That Paragraph **IV(2)** of said Declaration of Restrictions and Protective Covenants and Conditions is hereby amended and shall read as follows:

This Declaration of Restrictions and Protective Covenants and Conditions may be amended from time to time with the approval of the lot owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the then owners of the developed lots. Developed lots means a lot in which construction of a dwelling has been completed upon. The owner of each lot (or the joint owners of a single lot in the aggregate) shall be entitled to cast one vote on account of each developed lot owned. Provided, however, until sixty (60) months following the date on which the Developer recorded the Declaration of Restrictions and Protective Covenants and Conditions, of which said date was November 14, 2017, the Developer shall be the only party who shall be able to make amendments or modifications and shall be able to do so without the consent of any other owners or any other parties. Such amendments or modifications shall be effective only after all the owners are provided with a copy of the amendment or modification by ordinary mail and the amendments or modifications have been filed with the Hamilton County Recorder.

BE IT FURTHER RESOLVED that all remaining parts of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, shall remain unchanged and shall remain in full force in effect.

IN WITNESS WHEREOF, the City of Webster City, Iowa, a municipal corporation, Developer, has caused this instrument to be executed on the _____ day of _____, 2019.

CITY OF WEBSTER CITY, IOWA

By: _____
John Hawkins, Mayor

Attest: _____
Karyl Bonjour, City Clerk

**AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS AND CONDITIONS FOR BREWER CREEK ESTATES SIXTH
ADDITION IN WEBSTER CITY, IOWA**

This Amendment to Declaration of Restrictions and Protective Covenants and Conditions is made effective this ____ day of _____, 2019 by the City of Webster City, Iowa, a municipal corporation, hereinafter referred to as the "Developer".

RECITALS

WHEREAS, the city of Webster City, Iowa, a municipal corporation, has previously developed the following described real estate:

Brewer Creek Estates Sixth Addition in Webster City, Iowa

WHEREAS, as part of said development, Developer established and placed restrictions, protective covenants and conditions upon all of said real estate, consecutively numbered Lots one (1) through thirty-five (35) of Brewer Creek Estates Sixth Addition in Webster City, Iowa.

WHEREAS, Developer, pursuant to Paragraph IV(2) of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, does hereby desire to exercise their right as provided in said subsection to amend and/or modify the Declaration of Restrictions and Protective Covenants and Conditions.

NOW THEREFORE BE IT RESOLVED that pursuant to Paragraph IV(2) of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, that Developer herein amends parts of the Declaration of Restrictions and Protective Covenants and Conditions recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, as follows:

1. That Paragraph **I(3)** of said Declaration of Restrictions and Protective Covenants and Conditions is hereby amended and shall read as follows:

Dwelling Size Requirements:

For lots 10,000 square feet and greater, minimum floor area shall be not less than 1,500 square feet excluding the basement and required two (2) car (minimum) garage.

For lots less than 10,000 square feet, but greater than 9,000 square feet, minimum floor area shall be not less than 1,200 square feet excluding the basement and required two (2) car (minimum) garage.

For lots less than or equal to 9,000 square feet, minimum floor area shall be not less than 1,000 square feet excluding the basement and required one (1) car (minimum) garage.

2. That Paragraph **IV(2)** of said Declaration of Restrictions and Protective Covenants and Conditions is hereby amended and shall read as follows:

This Declaration of Restrictions and Protective Covenants and Conditions may be amended from time to time with the approval of the lot owners. Said approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the then owners of the developed lots. Developed lots means a lot in which construction of a dwelling has been completed upon. The owner of each lot (or the joint owners of a single lot in the aggregate) shall be entitled to cast one vote on account of each developed lot owned. Provided, however, until sixty (60) months following the date on which the Developer recorded the Declaration of Restrictions and Protective Covenants and Conditions, of which said date was November 14, 2017, the Developer shall be the only party who shall be able to make amendments or modifications and shall be able to do so without the consent of any other owners or any other parties. Such amendments or modifications shall be effective only after all the owners are provided with a copy of the amendment or modification by ordinary mail and the amendments or modifications have been filed with the Hamilton County Recorder.

BE IT FURTHER RESOLVED that all remaining parts of the previously recorded Declaration of Restrictions and Protective Covenants and Conditions, recorded on November 14, 2017, in the records of the Office of the Hamilton County Recorder, Webster City, Iowa, shall remain unchanged and shall remain in full force in effect.

IN WITNESS WHEREOF, the City of Webster City, Iowa, a municipal corporation, Developer, has caused this instrument to be executed on the _____ day of _____, 2019.

CITY OF WEBSTER CITY, IOWA

By: _____
John Hawkins, Mayor

Attest: _____
Karyl Bonjour, City Clerk



MEMORANDUM

TO: Interim City Manager
Mayor and City Council

FROM: Planning Director

DATE: April 29, 2019

RE: Resolution Accepting Acquisition of 1014 Elm Street

SUMMARY: The City of Webster City desires to take possession of vacant and abandoned property at 1014 Elm Street.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: We have been dealing with the dwelling at the above mentioned address for 10 years regarding its abandoned and dilapidated condition and junk vehicles. The property owner has always done just enough to get by when sent a nuisance letter or an unsafe building notice. Iowa State Code Section 657A.10A allows cities to petition the courts to gain possession of dilapidated homes when no one will take responsibility to better their condition. A Petition for Abandonment was filed in May of 2017 to start the Court process. The property owner was granted several extensions but to no avail. Trial was finally held on March 13, 2019. Judgement was received on April 24, 2019, allowing the City to take possession.

FINANCIAL IMPLICATIONS: We can try to sell the house for rehabilitation, or we can demolish the property and sell the lot. An interior inspection of the property needs to be completed after all the garbage and junk is removed in order to determine if property could be rehabbed and put back on the tax rolls.

RECOMMENDATION: Approve the resolution accepting and approving acquisition of 1014 Elm Street.

CITY MANAGER COMMENTS: I am also recommending the City Council approve the resolution to acquire 1014 Elm Street.

RESOLUTION NO. 2019 - _____

**RESOLUTION ACCEPTING AND APPROVING ACQUISITION OF
PROPERTY GENERALLY LOCATED AT 1014 ELM STREET IN THE CITY
OF WEBSTER CITY, HAMILTON COUNTY, IOWA.**

WHEREAS, Iowa Code Section 657A.10A allows cities to petition the courts for possession of vacant and dilapidated homes, of which no one will take responsibility for its condition, and

WHEREAS, the hereinafter described parcel contains a vacant dwelling that has been deemed dangerous and unsafe and does not meet the City of Webster City's respective municipal code sections, and

WHEREAS, the Iowa District Court for Hamilton County found:

1. That 1014 Elm Street is legally described as:

Lot 3, except the east 10', Block 114, Estes & Fenton Addition to Webster City, Hamilton County, Iowa.

This is a residence and not a commercial building. According to the evidence presented in this case, the property is unoccupied and has been vacant for several years. There are presently no utilities being provided to the property. There is a large presence of accumulation of uncut vegetation on the property and the property appears to be in a dilapidated state.

2. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10A.

WHEREAS, the Iowa District Court for Hamilton County ordered, adjudged and decreed that the above described property is an abandoned property pursuant to Section 657A.10A and awarded title of said property to the City of Webster City, and

NOW THEREFORE BE IT RESOLVED by the City Council of Webster City, Iowa, that the above described property is accepted and approved for the purposes as described in Section 657A.10A.

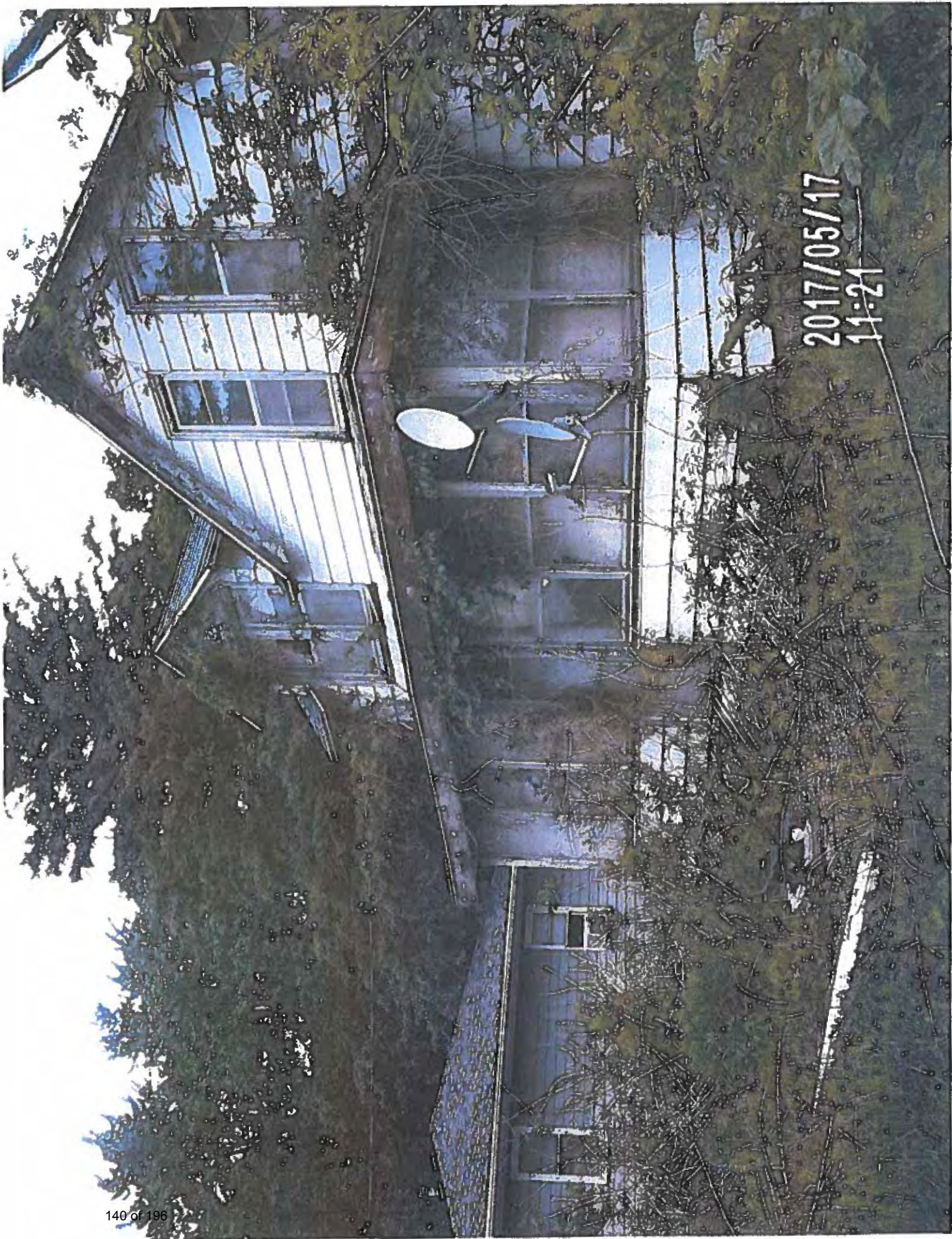
Passed and adopted this 6th day of May, 2019.

CITY OF WEBSTER CITY, IOWA

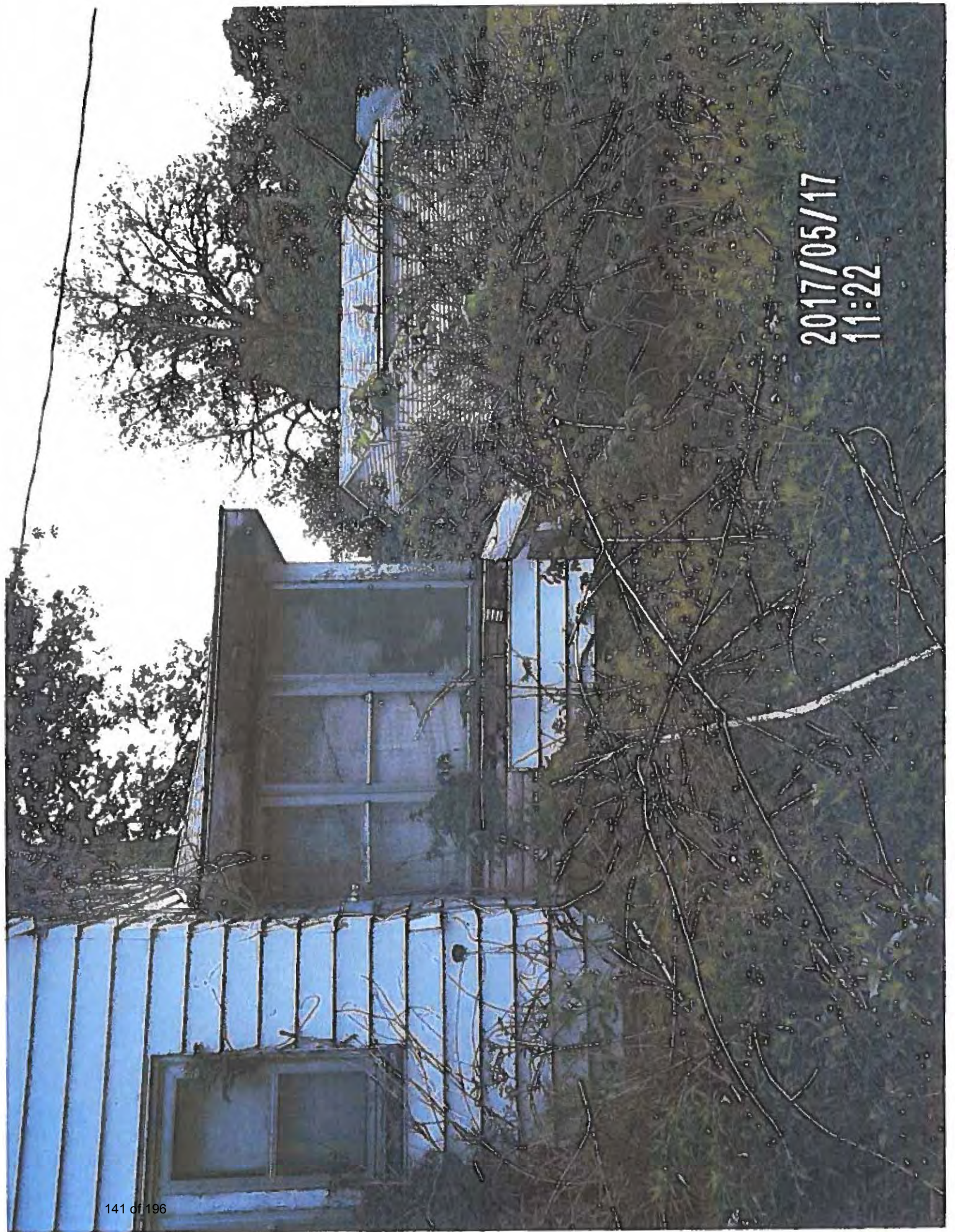
John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

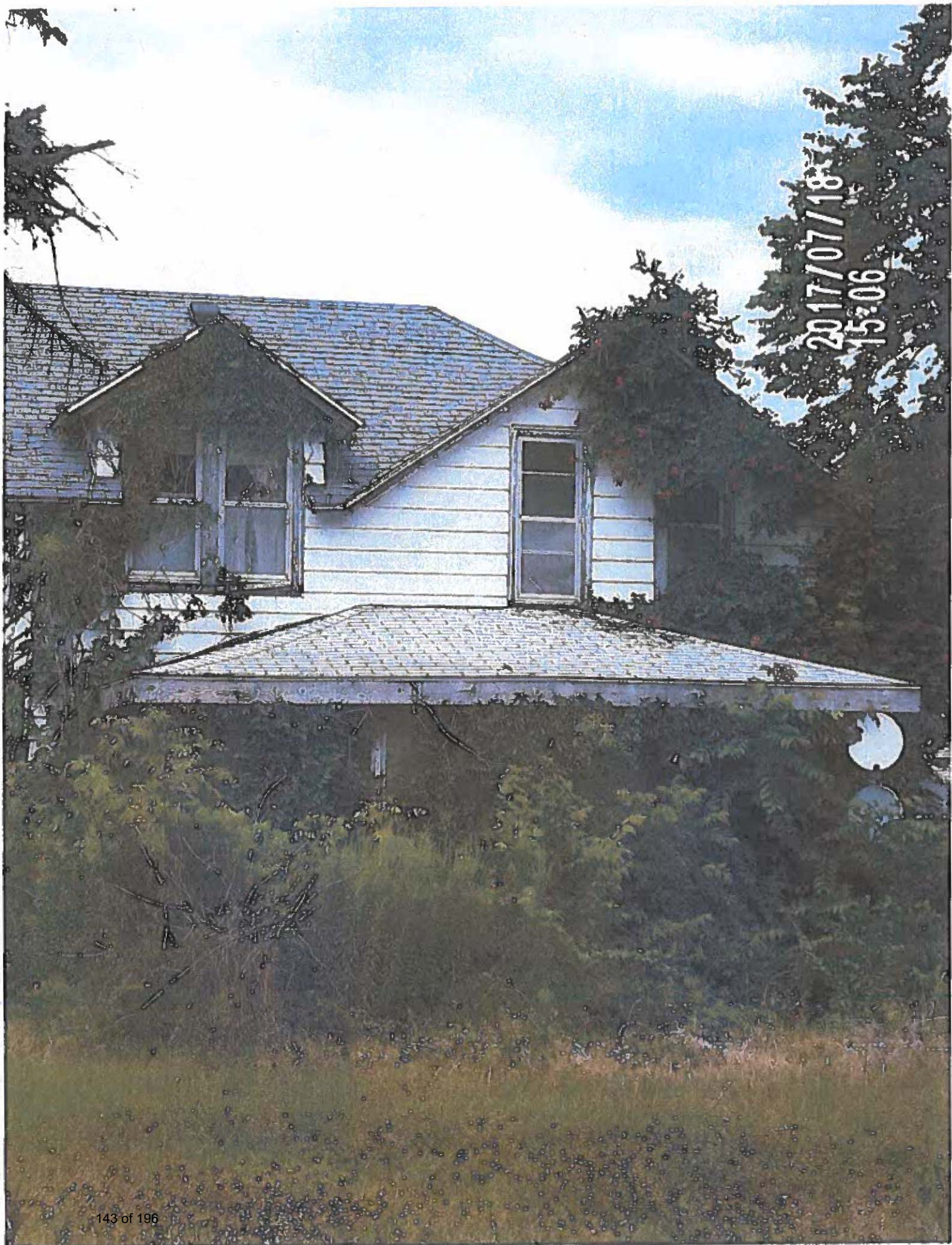


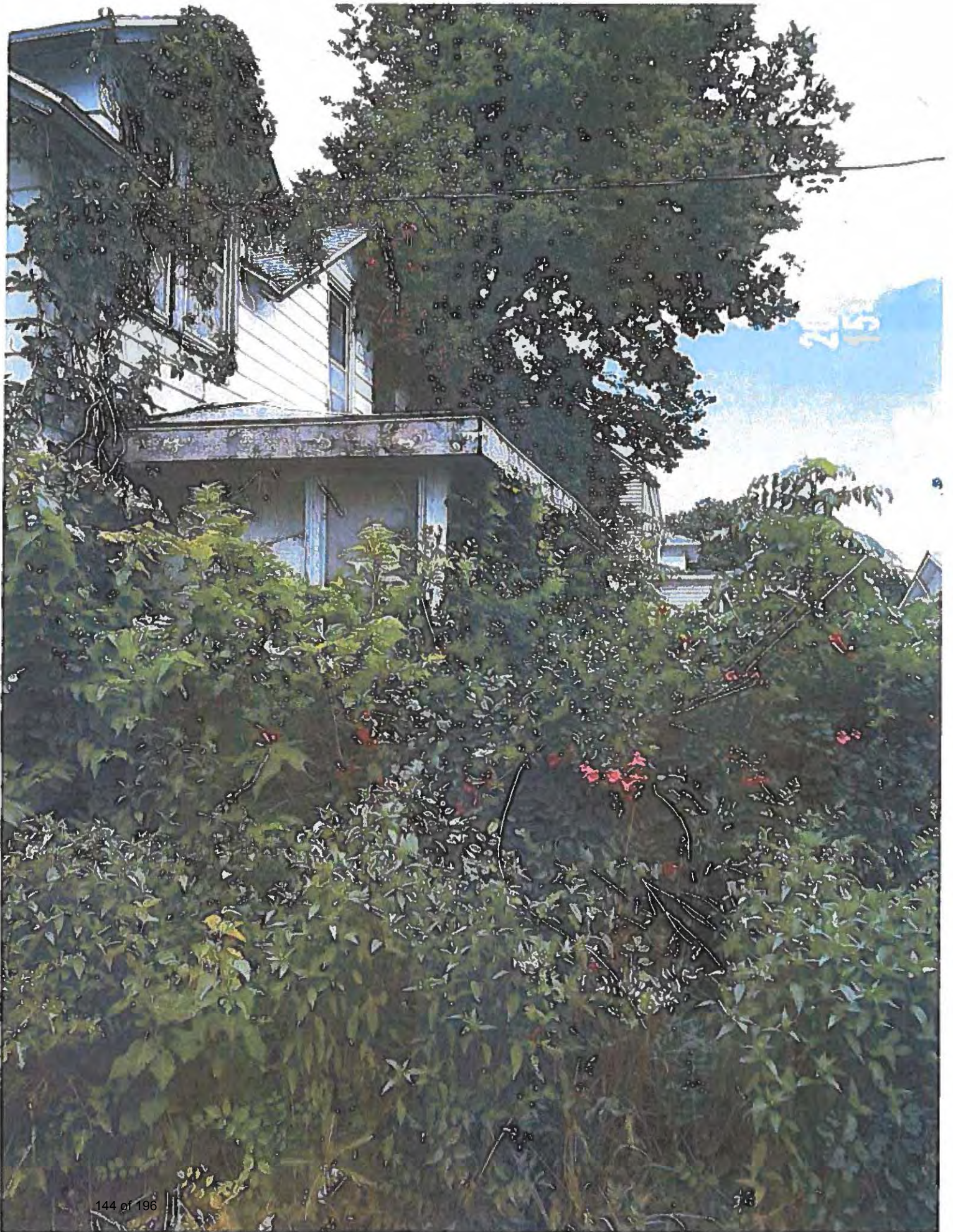
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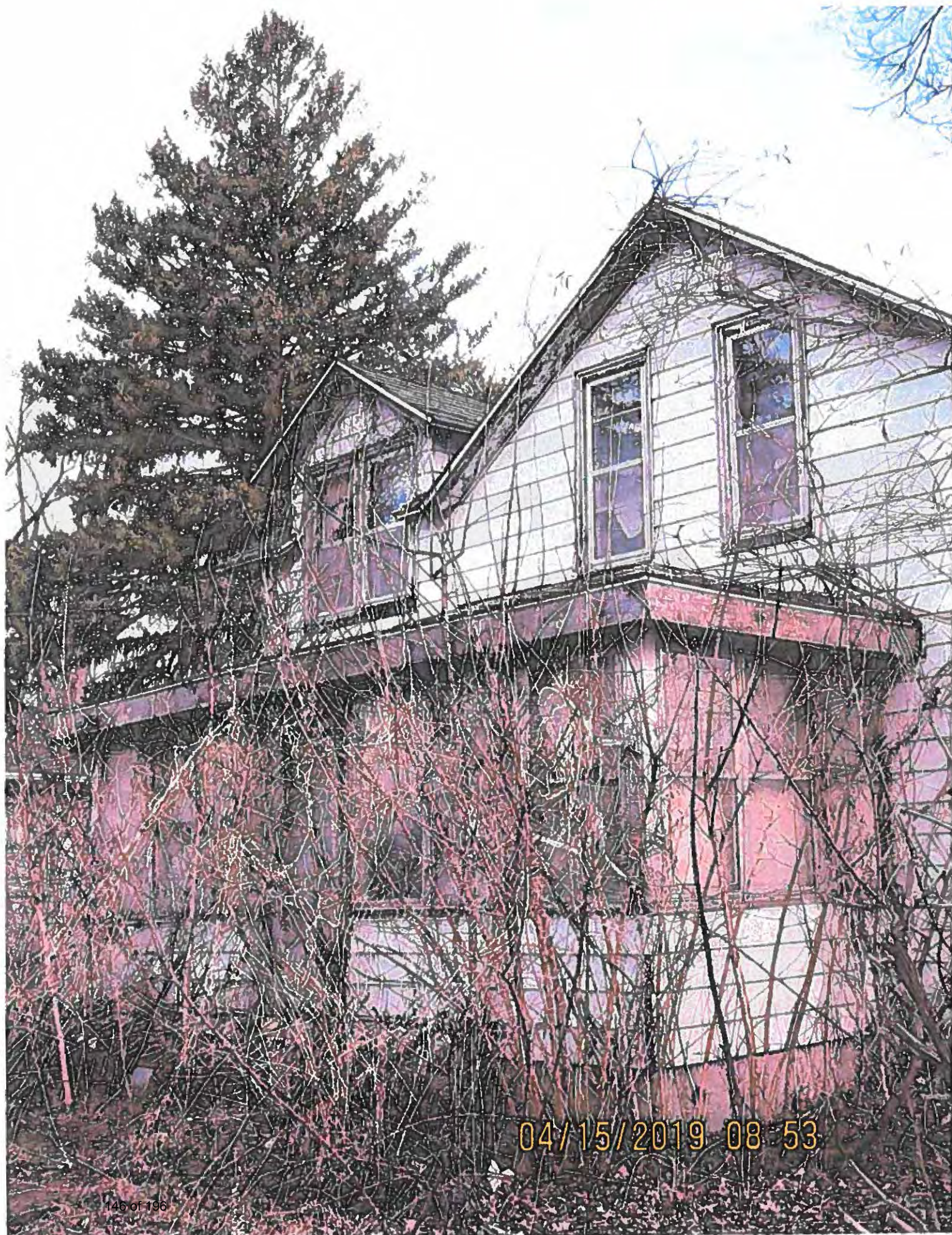
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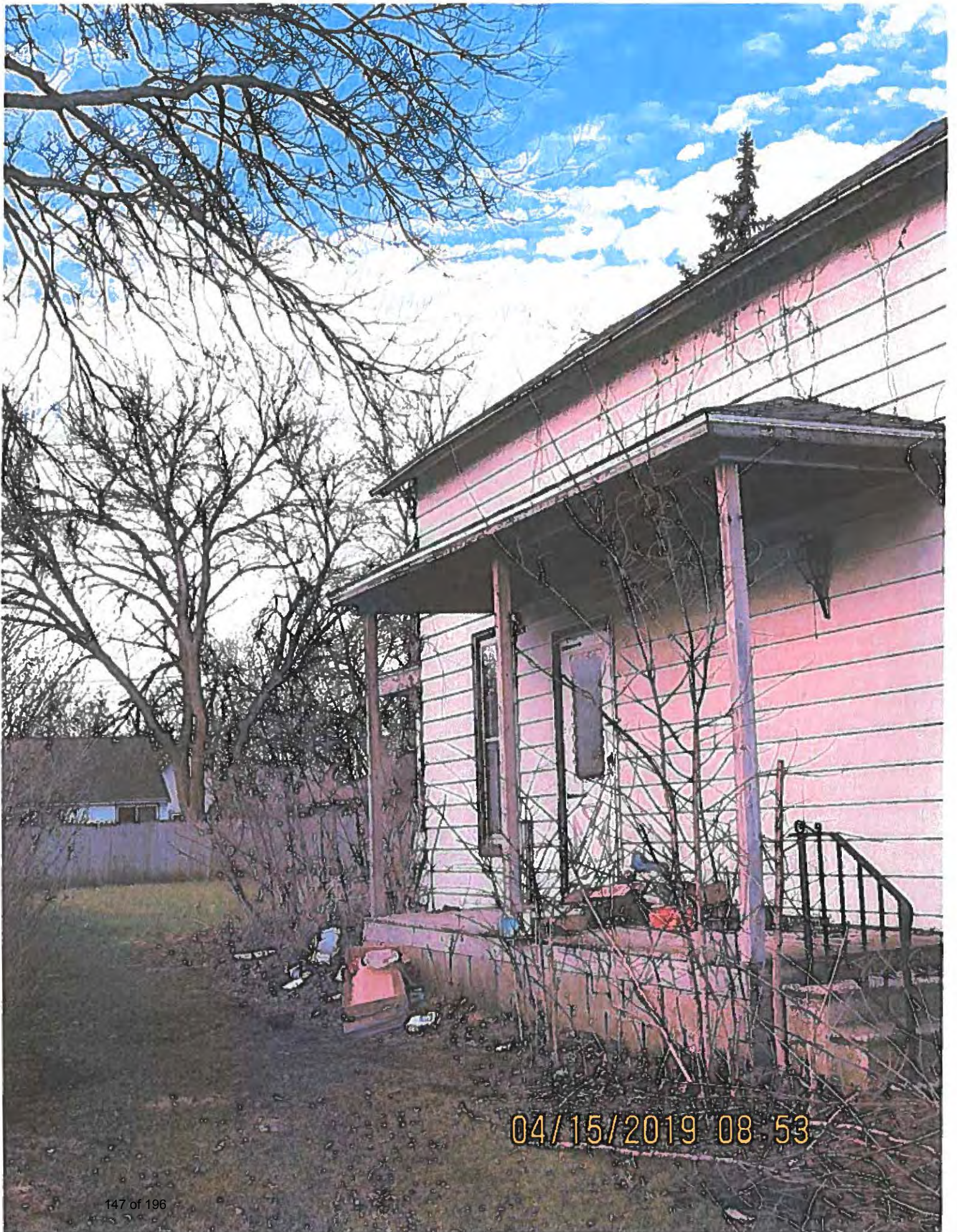
2017/12/04













IN THE IOWA DISTRICT COURT FOR HAMILTON COUNTY

CITY OF WEBSTER CITY, IOWA,)	EQCV029308
Plaintiff,)	
)	
vs.	)	ORDER, JUDGMENT
	)	AND DECREE
DUANE A. CLARSON,)	
IOWA DEPARTMENT OF REVENUE,)	
DISCOVER BANK, CITY OF KAMRAR,)	
IOWA, and PARTIES-IN-POSSESSION,)	
Defendants.)	

On March 13, 2019 trial was held on the City's petition brought against property owner Duane A. Carlson and lien holders pursuant to Iowa Code §657A.10A. The Court incorporates by reference its order filed on March 13, 2019. Specifically the Court found that the city had proved the allegation of its petition, but as a matter of grace extended to Mr. Carlson, granted him through April 15, 2019 "...to bring this property into compliance with all city codes and regulations and to remove all encroaching vegetation and all garbage and debris whether inside the house or out of the house. Utilities will need to be reconnected. In short, the house must be made habitable..." Both the city attorney and Mr. Carlson have now filed reports to the Court as directed in the Court's Order of March 13, 2019. The city attorney reports that as of April 15, 2019 the electric and water utilities have not been reconnected, that the exterior of the property is still in a dilapidated state with garbage and debris still present around the property and that the property still does not meet current city building codes and is not in a habitable state. The city attorney also provided supporting documents and several date-stamped photographs of the property which all

support the city attorney's report. For his part, Mr. Carlson frankly admits that he is "far from completion" and is "hoping for some additional time".

Separately, the Court has notified the parties of a direct communication to this Judge from a neighboring property owner. In most cases such a communication would require this Judge to recuse himself. However, the Court believes this communication does not require recusal in this case. The Court already ruled that the city proved its case, and the communication was received after that decision was made and announced. Although the Court extended a 30 day grace period to Mr. Carlson, the conditions of that grace period were clearly set forth, Mr. Carlson admits that he has failed to timely fulfill those requirements within that grace period, and so all that remains is to issue the ruling which was deferred.

The Court FINDS:

1. The property in question is located at 1014 Elm Street, Webster City, Iowa, and is legally described as Lot 3, Block 114, Estes and Fenton's Addition to Webster City, Iowa, except the east ten (10) feet thereof.
2. The defendant Duane A. Carlson is shown as the record title holder of the property.
3. The defendants Discover Card, Iowa Department of Revenue and Discover Bank may have an interest in this property by virtue of a lien or judgment, but none of these defendants has appeared or shown any reason why their interest in the property can survive the city's action under Iowa Code §657A.10A, and they are in default.

4. The Court admitted all of the City's exhibits into evidence. The Court heard the testimony of Elise Timm, building official for Webster City. The evidence presented by the City shows that there has been no water service, natural gas service or electrical service provided to this property for several years. There are broken, unprotected windows which can allow birds and various sorts of vermin to enter the structure. The home owner has not cut the grass and vegetation on the property. The City has mowed the yard and removed the snow from sidewalks and the assessments for these services remain unpaid. No one has occupied the premises for several years. Trees or other vegetation have taken root and grown along the foundation at several areas. Garbage and debris remain on or around the property. The entire premises presents a public risk as a potential attractive nuisance to curious children.
5. The property owner was granted a grace period of 30 days to bring this property into compliance because the property owner claimed to have a potential buyer for the property. As shown by the reports submitted both by the city attorney and by the property owner himself, the property is still not in compliance, utilities still have not been reconnected and the property continues to be uninhabitable.
6. The Court has considered all of the factors listed in Iowa Code §657A.10A(3) and finds and concludes that the property in question is abandoned.

7. Iowa Code Section 657A.10A(5) states: "If the court determines that the property has been abandoned or that subsection 4 applies, the court shall enter judgment awarding title to the city. The title awarded to the city shall be free and clear of any claims, liens, or encumbrances held by the respondents." The Court specifically finds that this would include property taxes, assessments and tax liens.

IT IS THEREFORE ORDERED that the property cited above is an abandoned property pursuant to Iowa Code Section 657A.10A; that judgment in rem is hereby ordered in favor of the Petitioner, City of Webster City, Iowa, and that the Court hereby awards title of this property to the City of Webster City, Iowa free and clear from any liens and encumbrances. The Clerk shall issue a Change of Title transferring this property to the City of Webster City, Iowa. Court costs shall be taxed to the Petitioner.

IT IS FURTHER ORDERED that the Clerk shall provide a copy of this order to the Hamilton County Treasurer.

IT IS FURTHER ORDERED that Duane A. Carlson shall have until **12:00 noon on April 24, 2019** to remove any personal property or personal effects from the subject property located at 1014 Elm Street, Webster City, Iowa. Any personal property or personal effects remaining on the subject property after 12:00 noon on April 24, 2019 shall be deemed abandoned, and the Petitioner may then dispose of such property in any manner that the Petitioner deems to be appropriate. Because title and possession of the subject property have been awarded to the Petitioner, no one shall be allowed to reside at the property

without the Petitioner's express permission. No one including defendant Duane A. Carlson shall do anything to otherwise destroy, damage or materially alter the condition of the subject property. If Duane A. Carlson (or anyone acting on his behalf) violates the foregoing order, or otherwise engage in illegal retaliatory conduct, the person shall be subject to punishment for contempt of court.

Clerk to Provide Copies to:
Zachary Chizek
Duane A. Carlson
Unrepresented Parties



State of Iowa Courts

Type: OTHER ORDER

Case Number	Case Title
EQCV029308	CITY OF WEBSTER CITY VS DUANE A. CARLSON, IA DEPT

So Ordered

A handwritten signature in black ink, reading "James A. McGlynn". The signature is written in a cursive style with a horizontal line underneath it.

James A. McGlynn, District Court Judge,
Second Judicial District of Iowa

Electronically signed on 2019-04-17 14:44:08 page 6 of 6



MEMORANDUM

TO: Interim City Manager
Mayor and City Council

FROM: Planning Director

DATE: April 30, 2019

RE: Junk Vehicles at 1330 Second Street

SUMMARY: A Junk Vehicle Notice was sent to the property owner and the tenants of 1330 Second Street.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: On April 18, 2019, a Junk Vehicle Notice was sent to 1330 Second Street. They were given 20 days to remove five (5) (or possibly more) junk vehicles in their backyard. This is in violation of Municipal Code Chapter 55.02. See attached Notice.

The tenants have requested a hearing before the City Council. They feel that since they have a fence that partially blocks the view of the backyard, the junk vehicles should be allowed to remain on the property.

FINANCIAL IMPLICATIONS: N/A

RECOMMENDATION: Approve the resolution establishing the nuisance consisting of junk vehicles at 1330 Second Street and ordering the abatement thereof in ten (10) days.

CITY MANAGER COMMENTS: I recommend the City Council approve the resolution establishing this nuisance.

RESOLUTION NO. 2019 - _____

**RESOLUTION ESTABLISHING A NUISANCE CONSISTING OF
JUNK VEHICLES AT 1330 SECOND STREET AND ORDERING
THE ABATEMENT THEREOF WITHIN TEN (10) DAYS.**

BE IT RESOLVED, by the City Council of the City of Webster City, Iowa:

WHEREAS, a notice has heretofore been served on the 18th day of April, 2019, on 1330 Second Street, Webster City, Iowa, to abate the nuisance existing at said property legally described as: W 5' of Lot 7 and all of Lot 8, Block 6, Lawn Hill Addition, Webster City, Hamilton County, Iowa, addressed as 1330 Second Street, Webster City, Iowa within prescribed time set out in said notice; and,

WHEREAS, the said owners of the five (5) junk vehicles are the tenants of the property and have failed to satisfactorily abate or cause to be abated the above nuisance as directed within the time set but have filed a written request for hearing, after being properly served by a notice to abate.

NOW THEREFORE BE IT RESOLVED that the owners of said junk vehicles are hereby directed and ordered to abate the nuisance consisting of an accumulation and/or storage of junk vehicles, including, but not limited to, a red truck, a demo/derby car, a silver SUV, a green truck and a green sedan. Said nuisance shall be abated within 10 days after service of this Order upon the owners; and,

BE IT FURTHER RESOLVED that the enforcement officer be and is hereby directed to serve a copy of this Order upon said property owner named above; and,

BE IT FURTHER RESOLVED that in the event the owner fails to abate the said junk vehicles within the time prescribed above, then and in that event the City may abate the said junk vehicles and the cost will be assessed against the property and/or the owner, as the law shall provide; or, a Municipal Infraction may be filed against the said owners of the junk vehicles as provided for in Chapter 9 of the City of Webster City, Iowa, Code of Ordinances 1996.

Passed and adopted this _____ day of _____, 2019.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



WEBSTER
CITY

City of Webster City
P.O. Box 217
400 Second Street
Webster City, IA 50595
Phone: 515-832-9139
Fax: 515-832-9153

April 18, 2019

Katie Sanders
1330 2nd St
Webster City IA 50595

Kathy Lamp
1124 DeWitt St
Ellsworth Ia 50075

NOTICE OF JUNK VEHICLE NUSIANCE

It has come to the City's attention that a nuisance exists on your property at 1330 2nd St. Webster City, IA. This nuisance consists of accumulation and/or storage of junk vehicle(s). This is a violation of Municipal Code Chapter 55.02. The junk vehicle(s) in question include the following, but not limited to:

- A red truck
 - A demo/derby car
 - A silver suv
 - A green truck
 - A green sedan
- located in the yard of the above-mentioned property.

You shall immediately remove and/or dispose of the above-mentioned junk vehicle(s) on said property within **20 days** from issuance of this letter. You may also request a hearing before the City Council for the City of Webster City within the above-allotted time as outlined in Municipal Code Section 56.04.

Failure to comply with this notice as directed or if no request for a hearing is received within the allotted time prescribed herein, the City will take such steps as are necessary to abate or cause to be abated the nuisance and will assess all costs involved in abating said nuisance against the property for collection in the same manner as a property tax.

If you should have any questions, please contact my office at 832-9139.

Sincerely,

CITY OF WEBSTER CITY

7018 3090 0001 4352 1037 Katie

7018 3090 0001 4352 1044 Kathy

We Katie Gordon & Josh Gordon
Are requesting a hearing with City
Council regarding our vehicles.

Thanks

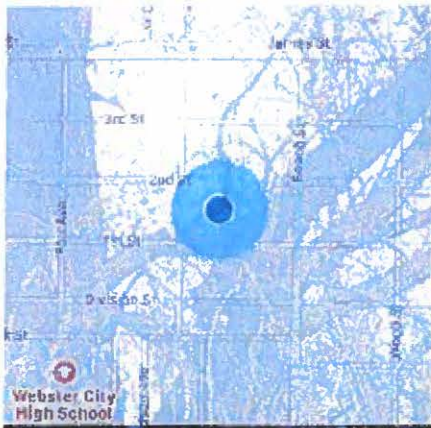
Katie Gordon


Received
4/24/19



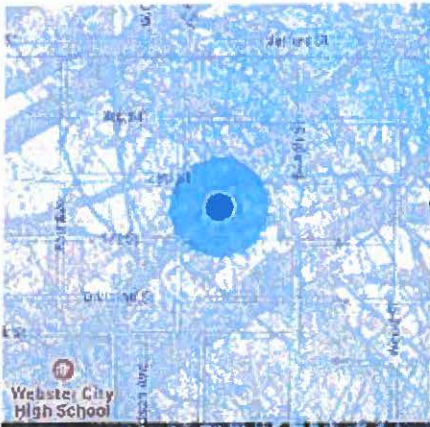
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Webster City





Apr 18, 2019 at 10:34:15 AM
+42.469143,-93.836876
Webster City



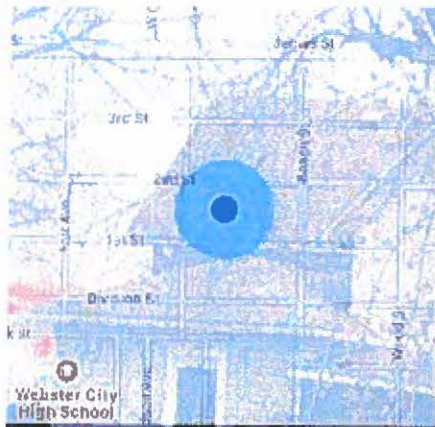


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Webster City



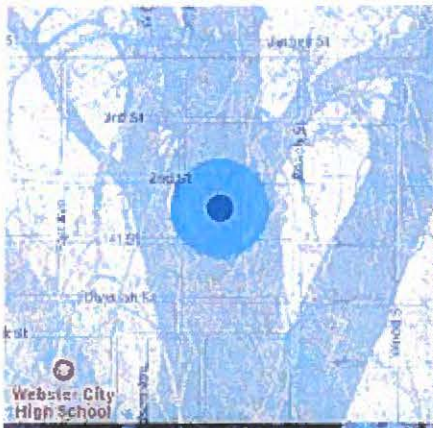
Webster City





Apr 18, 2019 at 10:34:29 AM
+42.469143,-93.836876
Webster City





Apr 18, 2019 at 10:34:32 AM

+42 469143, -93.836876

Webster City





MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: May 1, 2019

RE: Engineering Services Agreement Amendment No. 9 for Snyder & Associates Inc.
Ankeny, Iowa.

SUMMARY: The City is currently under an agreement with Snyder & Associates for engineering services. The amendment to their agreement is to provide engineering for the 2020 Street Department Maintenance Building Project.

PREVIOUS COUNCIL ACTION: Council awarded an On-Call Paving Specialist Engineering Services Agreement to Snyder & Associates Inc., Ankeny, Iowa on February 6, 2017 and have approved Amendments 1 through 8 since that date. Council approved this project in the 2020 Capital Improvement Plan.

BACKGROUND/DISCUSSION: The Street Department Maintenance Building Project requires engineering for layout, design and construction observation by Snyder & Associates.

The engineering basic services are as follows but not limited to;

1. Existing Utilities- verification of location of not just City owned Utilities, but all Utilities
2. Topographic Survey- substantiate buildable elevations and storm water drainage
3. Topographic Survey Drawings – put the aforementioned to paper/electronically
4. Plans, and Contract Documents – prepare the documents necessary to bid and award a contract.
5. Construction Administration- addresses from preconstruction conferences to final acceptance
6. Construction Observation-periodic job site visits.

FINANCIAL IMPLICATIONS: Engineering fees are laid out in Amendment No. 9 and are not to exceed \$60,000.00. Road Use Funds would be used for engineering as well as the project.

RECOMMENDATION: City staff recommends the Council approve Amendment No. 9 by the attached resolution.

ALTERNATIVES: Not to proceed with the project or delay the project.

CITY MANAGER COMMENTS: I recommend the City Council approve the amendment.

RESOLUTION NO. 2019 - ____

**APPROVING AMENDMENT NO. 9 TO THE
ON-CALL STREET PAVING SPECIALIST ENGINEERING SERVICES AGREEMENT
WITH SNYDER & ASSOCIATES, INC., ANKENY, IOWA,
FOR THE 2020 STREET DEPARTMENT MAINTENANCE BUILDING PROJECT**

WHEREAS, on February 6, 2017, the City of Webster City did enter into an On-Call Street Paving Specialist Engineering Services Agreement with Snyder & Associates, Inc., Ankeny, Iowa, for engineering services; and,

WHEREAS, the City of Webster City desires to build a new Street Department Maintenance Building, thus requiring additional engineering services; and,

WHEREAS, Amendment No. 9 has been prepared by the Project Engineer for additional engineering services to prepare contract documents and administer construction contracts for the 2020 Street Department Maintenance Building Project.

WHEREAS, Amendment No. 9 has been negotiated with Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa to perform the project engineering services; and,

WHEREAS, the City Council has reviewed said Amendment No. 9.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that Amendment No. 9 to the Snyder & Associates On-Call Street Paving Specialist Engineering Services Agreement, as described above and attached hereto is hereby approved.

BE IT FURTHER RESOLVED that said amendment is hereby approved upon being executed by both parties.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 9 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

This Amendment to the Agreement for Engineering Services is made and entered into on the date hereinafter stated under City's signature, between the City of Webster City ("City"), Iowa, and Snyder & Associates, Inc. ("Professional").

For work on the On-Call Street Paving Specialist, the parties agree as follows:

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the scope of work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the Agreement. All provisions of the Agreement shall remain in full force and effect.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: May 6, 2019

SNYDER & ASSOCIATES, INC.

Timothy J. Morgan

EXHIBIT "A"

SCOPE OF WORK

New Shop Building.

I. GENERAL

This Scope of Services is for sd, dd & cd documents, bid assistance services, and construction administration services for this new 60ft x 200ft pre-engineered metal shop building.

II. BASIC SERVICES

A. SURVEY /

1. EXISTING UTILITIES

Snyder & Associates, Inc. shall depict known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes the use of Iowa One Call's Design Information Request (DIR) System followed by the Design Locate Request (DLR) system to identify known utilities that subscribe to Iowa One Call. Snyder & Associates shall perform field survey to locate utilities as designated by their respective owners. Utilities as depicted as a result of this activity will constitute a Quality Level "C" effort in accordance with ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

2. TOPOGRAPHIC SURVEY

Snyder & Associates, Inc. shall provide a field survey that includes the items listed below:

- a. Horizontal Datum will be provided using Iowa Regional Coordinate System, Zone 8.
- b. Vertical Datum will be provided using the City of Des Moines Vertical Datum.
- c. Set a minimum of two permanent benchmarks on site with description and elevation to the nearest 0.01 foot.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate cadd drawing level to view when applicable. An approximate 50 grid will be used to create topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design and are intended for civil design. Finish Floor Elevations at door entrances will be surveyed as needed.

3. TOPOGRAPHIC SURVEY DRAWING

Snyder & Associates, Inc. shall provide Topographic Survey drawing that will utilize the information collected from the above services and includes the following services.

- a. Include legend of symbols and abbreviations used on the drawing.
- b. Show North Arrow and graphic scale
- c. Drawing sheet size 22 inches x 34 inches at a suitable scale that best fits the sheet size.

B. PLANS, AND CONTRACT DOCUMENTS

The Professional will prepare plans for bidding in accordance with the City's process. Production will include submittal of final plans, and contract documents. All plans will be created on bond

paper, with an 11" x 17" size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

This Project will be let by the City and the Professional shall supply the necessary documents for this process. The Professional shall prepare the final special provisions to be included in the contract documents.

A summary of the anticipated Engineering Services for the Project design are as follows:

1. Survey
2. Schematic Design Plans and Cost Opinion
3. Design Development Plans, Technical Specifications and Cost Opinion
4. Construction Document Plans and Specifications
5. Bid Assistance Services

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contracts, the Professional shall perform the following administrative services during construction of the Project:

1. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the Contractor and City, to review the contract requirements, details of construction and work schedule prior to construction.
2. Site Observation – The Professional shall visit the construction site, (6) times (periodic) to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
3. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
4. Substantially Complete and Final Site Observation and Punch List- The Professional shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
5. If the Contractor exceeds the estimated working days in completing construction of the Project for any of the Project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and amended by the parties to this Agreement.
6. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Professional. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

B. CONSTRUCTION OBSERVATION

The Professional will provide one or more Engineer or Construction Observer for the Project as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver

would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Professional to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the Project during the construction periods, including the following:

1. Observation of the work for general compliance with plans and specifications.
2. Observation Services provide the City with periodic representation at the job site during Construction of the Project which results in increasing the probability that the Project will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Periodic Observation Services do not guarantee the Contractor's performance. These services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

IV. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the Professional could perform upon request. This is not a complete list of all possible additional services.

1. Assessment Plats and Schedules
2. Easement Plats and/or Acquisition Plats
3. Right-of-way services
4. Boundary survey/retracement
5. Submittal fees and/or permit fees to any and all regulatory agencies.
6. Soil borings and geotechnical investigation
7. Subsurface utility investigation other than specified
8. Public improvement documents for utilities including plan and profile drawings
9. Franchise utility services, such as electrical, telephone, fiber optic and gas services other than specified
10. Electrical design and plans for site lighting
11. Client requested major revisions
12. Special inspections and Testing
13. 3D Scanning
14. 3D to 7D Modeling
15. Document or Design iterations other than the (3) specified
16. Wetland delineation or environmental analysis.
17. Earthwork volume and/or site earthwork balance.
18. Construction staking.
19. Rezoning.
20. Special images, renderings, or presentation items.
21. Special provisions for poor soils or unknown site conditions.
22. Additional or special foundation designs due to poor soils other than (1) standard shallow spread foundation design.
23. Specialized operation equipment design provisions (lifts, hoists, fab equipment, etc...)
24. Record Drawings (from contractor As-Builts).

All work is on an "as needed" basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as 'lump sum,' 'not to exceed,' or performed on a 'time and materials' basis, as mutually agreed and detailed in Exhibit "C."

Responsible persons assigned to this project shall be:

City – Ken Wetzler

Professional – Craig German

EXHIBIT "B"

COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City, and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate a Winter 2019 bid letting.

The anticipated preliminary project schedule is as follows:

<u>Task</u>	<u>Completion Date</u>
City Council Approve Contract	May 6, 2019
Complete Contract Documents	Fall 2019
City Council set Letting and Hearing Dates	Fall 2019
Bid Letting	Winter 2019
City Council Review Bids Received / Contract Award	Winter 2019
Preconstruction Meeting	Spring 2020
Start Construction	Spring 2020
End Construction	Fall 2020

NOTE: A completion date for the overall project is anticipated to be Friday, October 30, 2020.

EXHIBIT "C"
PAYMENT

COMPENSATION

Below is a table summarizing the Professional's fees for the scope of services outlined in this Exhibit "A". Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional's 2019-2020 Standard Fee Schedule contained in Exhibit "D" of this Amendment No. 9 to the Agreement for Professional Services.

<u>BASIC SERVICES</u>	\$45,000
<u>CONSTRUCTION SERVICES</u>	\$15,000
Amendment No. 9 Total	\$60,000



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: May 1, 2019

RE: Engineering Services Agreement Amendment No.10 for Snyder & Associates Inc.
Ankeny, Iowa.

SUMMARY: The City is currently under an agreement with Snyder & Associates for engineering services. The amendment to their agreement is to provide engineering for the 2020 Second Street Reconstruction Project, from Prospect Street west to the bridge on Overpass Drive. As stated in the agreement we can stop the project at any point and pay Snyder and Associates only for services performed to that date.

"All work is on an 'as needed' basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as 'lump sum,' 'not to exceed', or performed on a 'time and materials' basis, as mutually agreed and detailed in Exhibit "C". "

PREVIOUS COUNCIL ACTION: Council awarded Snyder & Associates Inc., Ankeny, Iowa, the On-Call Street Paving Specialist Engineering Services Agreement on February 6, 2017 and approved Amendments 1 through 8 since that date. On April 15, 2019 Council consensus was to proceed with soliciting an engineering agreement for this project and present the agreement to the Council.

BACKGROUND/DISCUSSION: The project requiring engineering is to reconstruct Second Street from Prospect Street to the bridge on Overpass Drive by Snyder & Associates.

The engineering services included in this agreement are as follows, but not limited to:

1. Project Administration/Development- set design parameters reviewing budget considerations
2. Preliminary Survey- substantiate buildable elevations and storm water drainage
3. Traffic Study – verify if the need for widening the road is warranted
4. Phase 1 Environmental Site Assessment – to determine if there is a need for special treatment of any soil removed or disturbed.
5. Geotechnical Services- addresses the suitability or need for soil compaction and pipe support. Can we use existing soils or have to haul in rock?
6. Public Engagement-provide information to the public on the project at 2 different meetings.
7. Project Design- plan development and bidding
8. Construction – administration, observation, staking and as-built plans.

FINANCIAL IMPLICATIONS: Engineering fees laid out in the amendment No. 10 are not to exceed as per Exhibit “C”.

**EXHIBIT “C”
PAYMENT**

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2019-2020 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 10 to the Agreement for Professional Services.

BASIC SERVICES

Project Administration	\$49,500
Preliminary Survey	\$49,900
Traffic Study	\$12,400
Phase 1 Environmental Site Assessment	\$3,200
Geotechnical Engineering Services	\$14,900
Utility Potholing, 1-day of service	\$3,600
Public Engagement	\$15,600
CN Railway Company Coordination	\$4,800
Preliminary Design and Plans	\$192,700
Final Design and Plans	\$232,900
Bid Letting Services (One Bid Letting)	<u>\$4,800</u>
Subtotal	\$584,300

CONSTRUCTION SERVICES

Construction Administration (2020 – 2021)	\$76,100
Construction Observation (2020 – 2021)	\$337,600
Construction Staking (2020 – 2021)	\$112,000
Record Drawings	\$8,000
Monument Preservation Survey	<u>\$6,100</u>
Subtotal	\$539,800

Amendment No. 10 Total \$1,124,100

RECOMMENDATION: City staff recommends that Council approve Amendment No.10 by the attached resolution.

ALTERNATIVES: Not to proceed with the project or delay the project.

CITY MANAGER COMMENTS: I also recommend the City Council approve Amendment No. 10.

RESOLUTION NO. 2019 - ____

**APPROVING AMENDMENT NO. 10 TO THE
ON-CALL STREET PAVING SPECIALIST ENGINEERING SERVICES AGREEMENT
WITH SNYDER & ASSOCIATES, INC., ANKENY, IOWA,
FOR THE 2020 SECOND STREET RECONSTRUCTION PROJECT**

WHEREAS, on February 6, 2017, the City of Webster City did enter into an On-Call Street Paving Specialist Engineering Agreement with Snyder & Associates, Inc., Ankeny, Iowa, for engineering services; and,

WHEREAS, the City of Webster City desires to reconstruct Second Street from Prospect Street to the bridge on Overpass Drive, thus requiring additional engineering services; and,

WHEREAS, Amendment No. 10 has been prepared by the Project Engineer for additional engineering services to prepare contract documents and administer construction contracts for 2020 Second Street Reconstruction Project.

WHEREAS, Amendment No. 10 has been negotiated with Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa to perform the project engineering services; and,

WHEREAS, the City Council has reviewed said Amendment No. 10.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that Amendment No. 10 to the Snyder & Associates On-Call Street Paving Specialist Engineering Services Agreement, as described above and attached hereto is hereby approved.

BE IT FURTHER RESOLVED that said amendment is hereby approved upon being executed by both parties.

Passed and adopted this 6th day of May, 2019.

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 10 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

This Amendment to the Agreement for Engineering Services is made and entered into on the date hereinafter stated under City's signature, between the City of Webster City ("City"), Iowa, and Snyder & Associates, Inc. ("Professional").

For work on the On-Call Street Paving Specialist, the parties agree as follows:

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the scope of work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the Agreement. All provisions of the Agreement shall remain in full force and effect.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: May 6, 2019

SNYDER & ASSOCIATES, INC.

Mahesh

EXHIBIT "A"

SCOPE OF WORK

To accomplish the City's mission of providing quality street, alley, electric, water, wastewater, and storm water services for its customers, it owns and maintains streets and alleys with appurtenant structures, electric facilities with appurtenant structures, water treatment and distribution systems, wastewater collection and treatment systems and storm water collection systems within public rights-of-way.

I. GENERAL

This Scope of Services is for the preliminary and final design, topographic and boundary survey, utility coordination, traffic study, geotechnical analysis, Phase I environmental site assessment, public engagement, plan preparation, contract documents, bid assistance services, and construction services for reconstructing Second Street from the east bridge abutment at the Canadian National Railroad (CNRR) overpass to the west side of Prospect Street, to be known as the Project.

The Project also includes replacing storm sewer pipe and structures, replacing sanitary sewer pipe and structures, replacing and upsizing water main and appurtenances, and replacing street lights.

Coordination with utility companies and property owners to facilitate relocations, permitting, and construction of the improvements will be required.

One plan set will be prepared for the Project. It is anticipated the bid letting for the Project will be in the Fall 2019 and construction will occur in 2020 and 2021. It is anticipated the 2020 construction will comprise reconstructing Second Street between Beach Street and Prospect Street, and the 2021 construction will comprise reconstructing Second Street between the CNRR Bridge and Beach Street.

The staging plan will maintain access to residences and businesses during construction. It is anticipated detour routing will be required.

If necessary, exhibits will be prepared for the City to acquire temporary construction easements. Right of way services for permanent acquisitions and obtaining railroad permits are not included within the Scope of work, but if necessary, may be added by amendment.

II. BASIC SERVICES

A. PROJECT DEVELOPMENT

An initial project meeting will be held with the representatives of the City to establish lines of communication regarding elements of the scope and schedule, set design parameters for the Project, and review replacement locations. Additional meetings will be held for the purpose of reviewing design, coordinating with design professionals for other projects in the area, and reviewing budget considerations as the Project progresses.

B. PROJECT ADMINISTRATION

For the duration of the project, the Professional will confer with the City for the purpose of accomplishing the following:

1. Necessary project coordination efforts by the Professional to assure proper integration of participation levels from the Professional's staff, the City, Stakeholders in the project area, developers, and necessary agencies. A Project Management Team (PMT) will be developed and periodic meetings will be held to ensure the Project is kept on schedule
2. The Professional shall work with the City to develop a schedule for the project. Anticipated preliminary schedule is outlined in Exhibit "B".
3. The Professional will contact the appropriate utility companies to determine the existing utility locations within the project's construction area and coordinate potholing. This information will be used in the design of the project to determine the impact of the project on each utility. The Professional will work with the City to determine the desirable locations for each new and relocated utility. The Professional will work with each utility to organize and schedule necessary relocations.
4. To obtain from the City, as necessary, approvals and policy decisions regarding the project.
5. The Professional will provide to the City a monthly project status report. This written report will be submitted in such a way that is suitable for the use as a City Council information item. Accompanying this report at monthly intervals, the Professional will submit a certified invoice for allowable cost incurred for the performance of the project agreement. Invoice statements will be based on actual cost incurred by the Professional per invoice period. All invoices will be documented, detailing the work performed by the Professional during the invoice period.

C. PRELIMINARY SURVEY

The Professional will complete a detailed topographic survey of the Project corridor to gather necessary information for design and plan preparation. The survey will be reduced to prepare a base map and digital terrain model. Typical information gathered will include existing roadway centerlines and profiles, location of existing features, spot elevations, and utility locations, including elevations as required. Topographic survey will include the Project limits. Boundary retracement surveys will be performed to establish property corner locations for use in calculating existing and proposed right of way throughout the topographic survey limits to aid in calculating existing right of way in the remainder of the corridor.

The utility portion of the survey shall be created using the field survey and information provided to the Professional from the utility owners by either existing record and or physical field locates. The Professional shall make a diligent attempt to make an accurate representation of underground utilities, vaults and related items but no guarantee can be made as to the condition or location horizontally or vertically between each structure. This portion of the topographic survey would constitute a level "C" utility survey as outlined by the Subsurface Utility Engineering profession.

D. TRAFFIC STUDY

The Professional will perform a traffic study to evaluate proposed Second Street lane configurations. The following tasks will be included in the study.

1. Traffic Counts. Perform AM and PM peak hour traffic counts to determine existing traffic conditions.

2. **Crash Analysis.** Review 2014-2018 crash history at the project intersections and along Second Street using Iowa DOT ICAT software. Determine crash rates and identify predominant major causes and crash types.
3. **Traffic Forecasts.** Prepare AM and PM 2040 peak hour traffic forecasts, based on existing traffic and projected background traffic growth.
4. **Turn Lane Warrants.** Evaluate the potential need for converting Second Street to a 3-lane corridor, based on NCHRP Report 457 criteria.
5. **Traffic Analysis.** Perform traffic operations analyses of existing and projected 2040 AM and PM peak hour traffic to determine expected average delays, levels of service and vehicle queuing.
6. **Improvement Needs.** Based on analysis results, determine recommended corridor lane configurations and turn lane lengths for any recommended turn lanes.
7. **Memorandum.** Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the City for review. Finalize memorandum upon receipt of comments.

E. PHASE I ENVIRONMENTAL SITE ASSESSEMENT

The Professional will complete a Phase I Environmental Site Assessment (ESA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review will include a search for any information related to the subject properties and surrounding area. The Professional will review data provided by the Iowa Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

The Professional will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.

The Professional will provide to the City written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The client will provide landowner information including, names, addresses, and phone numbers.

The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002. A report will be completed within four weeks upon written authorization.

F. CANADIAN NATIONAL RAILWAY COMPANY COORDINATION

If necessary, the Professional will coordinate with the Canadian National Railway Company (CN) to access their property to coordinate topographic survey, and potential grading inside their property associated with placing fill or flattening the foreslopes on the south approach to the railroad overpass bridge. If necessary, the Professional will complete the CN permitting process for work on their property.

G. PRELIMINARY DESIGN AND PLANS

The Professional will prepare preliminary design and plan documents for the entire corridor for review, comment and coordination. The preliminary plans will address significant project features such as alignment and grade, pavement determination, driveway and side road connections, street lighting, drainage, water main, sanitary sewer, staging, accommodation of utilities, street trees, traffic control, maintenance of access, other design issues that would affect the limits of construction, and the right of way and easement needs for the Project. Meetings will be held with the City to review the design. Geotechnical Services have been included for consultation with a Geotechnical Engineer as subsurface investigation and testing is warranted for the Project.

H. FINAL DESIGN AND PLANS

The Professional will prepare plans for bidding in accordance with the City's process. Plan sets will include construction details, layout information, tabulations, and quantities. Production will include submittal of preliminary plans, check plans, final plans, and special provisions for review and approval.

All plans will be created on bond paper, with an 11" x 17" sheet size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

I. COST OPINIONS

The Professional will prepare construction cost opinions during the development of the Project and will provide a final cost opinion based on the final plans. Opinions of probable construction cost prepared by the Professional represent the best judgment of a design professional familiar with the construction industry. It is recognized, however, that the Professional has no control over the cost of labor, materials or equipment over the Contractor's methods of determining bid prices, or over the competitive bidding or market conditions. Accordingly, the Professional does not guarantee that any actual cost will not vary from any cost opinion prepared by the Professional.

J. CONSTRUCTION CONTRACT DOCUMENTS

This Project will be let by the City and the Professional shall supply the necessary documents for this process. The Professional shall prepare the final special provisions to be included in the contract documents. Also included in the special provisions will be working day and liquidated damage requirements and project related information for the NPDES permit requirements.

K. PUBLIC PARTICIPATION

The Professional will coordinate, facilitate, and present at up to two (2) informational meetings to encourage public input and provide a forum for area residents and business owners to voice questions or concerns. Additionally, the Professional shall meet with, from time to time, individual City Council members to explain the project, provide updates on the schedule and budget, and gather input into the project development phase. Informational meetings will focus on presenting the preliminary design status, funding sources, and will be held at various stages during the development of the design, based on direction from the City. Input will be gathered from adjacent property owners regarding the phasing of the improvements and maintenance of access to their properties during construction. The final public informational meeting will focus on the results of the final design and will present the project schedule and construction phasing to the adjacent properties representatives.

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contracts, the Professional shall perform the following administrative services during construction of the Project:

1. During the construction phases, the Professional shall specify the testing of materials and administrative procedures as per the City's requirements and as directed by the Professional.
2. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the Contractor and City, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
3. Site Observation - The Professional shall visit the construction site, at such times and with such frequency deemed necessary to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
4. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Nonconformance - The Professional shall notify the City of any known work which does not conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
6. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
7. Change Orders - The Professional shall prepare change orders for approval of the City.
8. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
9. During the Construction Services Phase, the Project Manager shall confer with the City to report Project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
10. If the Contractor exceeds the estimated working days in completing construction of the Project for any of the Project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and

amended by the parties to this Agreement.

11. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Professional. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

B. CONSTRUCTION OBSERVATION

The Professional will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Professional to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the Project during the construction periods, including the following:

1. Setting and/or checking of lines and grades required during construction.
2. Observation of the work for general compliance with plans and specifications.
3. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
4. Resident Services provide the City with representation at the job site during the Construction Phases of the Project which results in increasing the probability that the Project will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.
5. The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to City requirements. Concrete field air and slump tests required will be completed by the Resident Engineer or Construction Observer. Moisture and density control tests will be required by the Contractor. Assurance sampling, testing and source inspection required is not expected to be provided by the Professional. All material testing and inspection shall be provided either by the Professional or by the construction contractor with review for acceptance or denial by the Professional.

C. RECORD DRAWINGS

Record Documents – The Professional shall furnish reproducible record documents for the Project according to City requirements. Such as-builts may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without City/Professional approval. All material testing and inspection shall be provided either by the Professional or the construction contractor with review for acceptance or denial by Professional.

D. MONUMENT PRESERVATION SURVEY

The Professional shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the City for their record and recorded with the Hamilton County Recorder's Office.

IV. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the Professional could perform upon request.

- A. Assessment Plats and Schedules
- B. Easement Plats and/or Acquisition Plats
- C. Right-of-way services
- D. Submittal fees and/or permit fees to any and all regulatory agencies
- E. Environmental Services beyond the Phase I Environmental Site Assessment
- F. Client requested major revisions

All work is on an "as needed" basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as 'lump sum,' 'not to exceed,' or performed on a 'time and materials' basis, as mutually agreed and detailed in Exhibit "C."

Responsible persons assigned to this project shall be:

City – Ken Wetzler

Professional – John Haldeman

EXHIBIT "B"

COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City, and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate a Fall 2019 bid letting. The contractor will commence work between April and May 2020, and construction is anticipated to be completed in the Fall 2021.

The anticipated preliminary schedule for the 2020 Second Street Reconstruction Project is as follows:

<u>Task</u>	<u>Completion Date</u>
City Council Approve Contract	May 6, 2019
Submit One-Call Ticket for Utility Locates	May 7, 2019
Complete Topographic and Boundary Survey	June 11, 2019
Traffic Study Complete	June 21, 2019
PMT Mtg #1 to review Study and Survey	June 28, 2019
Public Information Meeting (PIM) #1	July 11, 2019
PMT Mtg #2 to review PIM comments & design progress	July 18, 2019
Submit Preliminary Plans (50%)	August 2, 2019
PMT Mtg #3 to review preliminary plans	August 9, 2019
PMT Mtg #4 for PIM prep and design progress	September 11, 2019
PIM #2	September 18, 2019
Submit Check Plans (90%)	September 25, 2019
PMT Mtg #5 to review check plans	October 3, 2019
Complete Final Plans and Contract Docs	October 7, 2019
City Council set Letting and Hearing Dates	October 7, 2019
Bid Letting	November 7, 2019
Memo – Engineer Letter of Recommendation	November 13, 2019
City Council Review Bids Received / Contract Award	November 19, 2019
Preconstruction Meeting	April 2020
Start Construction	April 2020
End Construction	October 2021

Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

All other incidental completion dates required to complete work under this Agreement shall be adhered to as stipulated.

EXHIBIT "C"

PAYMENT

COMPENSATION

Below is a table summarizing the Professional's fees for the scope of services outlined in this Exhibit "A". Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional's 2019-2020 Standard Fee Schedule contained in Exhibit "D" of this Amendment No. 10 to the Agreement for Professional Services.

BASIC SERVICES

Project Administration	\$49,500
Preliminary Survey	\$49,900
Traffic Study	\$12,400
Phase I Environmental Site Assessment	\$3,200
Geotechnical Engineering Services	\$14,900
Utility Potholing, 1-day of service	\$3,600
Public Engagement	\$15,600
CN Railway Company Coordination	\$4,800
Preliminary Design and Plans	\$192,700
Final Design and Plans	\$232,900
Bid Letting Services (One Bid Letting)	<u>\$4,800</u>
Subtotal	\$584,300

CONSTRUCTION SERVICES

Construction Administration (2020 – 2021)	\$76,100
Construction Observation (2020 – 2021)	\$337,600
Construction Staking (2020 – 2021)	\$112,000
Record Drawings	\$8,000
Monument Preservation Survey	<u>\$6,100</u>
Subtotal	\$539,800
Amendment No. 10 Total	\$1,124,100

EXHIBIT "D"

SNYDER & ASSOCIATES, INC. 2019-20 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer		
Principal II	\$208.00	/hour
Principal I	\$197.00	/hour
Senior	\$177.00	/hour
VIII	\$163.00	/hour
VII	\$155.00	/hour
VI	\$148.00	/hour
V	\$138.00	/hour
IV	\$128.00	/hour
III	\$116.00	/hour
II	\$106.00	/hour
I	\$93.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	\$125.00	/hour
Senior	\$119.00	/hour
VIII	\$111.00	/hour
VII	\$103.00	/hour
VI	\$92.00	/hour
V	\$82.00	/hour
IV	\$76.00	/hour
III	\$64.00	/hour
II	\$56.00	/hour
I	\$48.00	/hour
Administrative		
II	\$64.00	/hour
I	\$52.00	/hour
Reimbursables		
Mileage	Current IRS standard rate	
Outside Services	As Invoiced	



MEMORANDUM

TO: Mayor, City Council Members

FROM: Tim Danielson, Water Plant Superintendent

DATE: April 29, 2019

RE: Pull and Inspect Well #8

SUMMARY: In our 2018-2019 operating budget we have budgeted money to “pull and inspect” Well #8. We have received bids and they are within our budgeted amount.

PREVIOUS COUNCIL ACTION:

BACKGROUND/DISCUSSION: We received bids from (4) four contractors. They are listed below.

<u>Northway Well and Pump Co....</u>	<u>\$20,200.00</u>
<u>Sargent Drilling....</u>	<u>\$18,700.00</u>
<u>Layne Christianson....</u>	<u>\$33,595.00</u>
<u>Peerless Well Co....</u>	<u>\$18,660.00</u>

These are the base bids, please keep in mind that there will be additional costs that will not be established until the work is being done. Some additional costs may include:

- 1) Rebuilding of the pump - Estimate between \$5,600 and \$6,600.
- 2) Clean and straighten (SS) stainless steel shafts – Estimate \$1,400
- 3) (SS) stainless steel sleeves on shafting - Estimate \$750
- 4) Wire brush and bail the well - \$275/HR

FINANCIAL IMPLICATIONS: We currently have \$60,000 budgeted for this work.

RECOMMENDATION: Our recommendation is to award the work to Peerless Well Co. They have done work for us in the past and we were very pleased.

CITY MANAGER COMMENTS: I recommend awarding the work to Peerless Well Company.

Northway Well and Pump Co.

4895 8th Avenue
Marion, Iowa 52302

April 10, 2019

Mr. George Johnston
City of Webster City
502 White Fox Road
Webster City, Iowa 50595-0217

Dear Mr. Johnston,

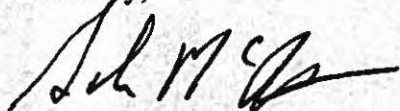
Northway Well & Pump Co. is pleased to offer the following proposal to inspect well No. 8 pumping unit and the condition of the well casing.

1. Remove pumping unit and field inspect.	\$ 7,500.00
2. Shop labor to clean and inspect pump, shafting, & discharge head.	\$ 3,000.00
3. TV Survey well if required.	\$ 1,200.00
4. Install repaired pumping unit, disinfection, & testing.	<u>\$ 8,500.00</u>
Total Estimate \$20,200.00	

Any additional labor and equipment to clean the well casing and remove the debris from the bottom of the well would be at \$300.00 per hour. Any materials necessary to repair the pumping unit would be negotiated following the inspection.

Thank you for your time and past business. If you have any questions, please feel free to call us at 1-800-747-4575.

Sincerely,



Gale McIntosh
Branch Manager
NORTHWAY WELL & PUMP COMPANY

PO Box 634
2016 Industrial Park
Road
Carroll, IA 51401



Phone: 712-792-2469
888-496-3902
Fax: 712-792-9213

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

April 26, 2019

City of Webster City
PO Box 217
Webster City, IA 50595

RE: Well #8 Well and Pump Inspection

Labor to pull pump	\$6,500.00
1- Video survey	\$3,500.00
Inspect pumping equipment	\$2,200.00
Labor to set pump	\$6,500.00
Total	\$18,700.00

NOTE: Any pump repairs would be extra.

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Derek Schweitzer".

Derek Schweitzer,
Manager

QUOTATION

Layne Christensen Company

3150 SE Gateway Drive, Suite B

Grimes, IA 50111

Phone (515) 986-3462

Fax (515) 986-3474

Date: 04/16/19

P.O. Number: _____

Purchaser: City of Webster City

Attn: George Johnston

400 Second Street, PO Box 217

Webster City, IA 50595

Phone Number (515) 832-9151

Mobile Number (515) 835-1939

Email: gjohnston@webstercity.com

Job Number: _____

We are pleased to submit the following quotation:

Job Description: Well #8 Pump Pull, Inspection and Video Survey

MATERIALS

[illegible]

LABOR

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Mobilization / demobilization	9,275.00	9,275.00
1	LS	Pull, inspect & reinstall vertical turbine pump (not including repairs)	21,450.00	21,450.00
1	LS	Well video survey	1,350.00	1,350.00
16	HR	Estimated Shop labor - disassemble and inspect vertical turbine pump (not including repair labor or parts)	95.00	1,520.00
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
TOTAL LABOR				\$33,595.00
TOTAL PROJECT				\$33,595.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

City of Webster City, Iowa

By: _____

Title:

Date: _____

PO # _____

Contractor

~~Layhe/Christensen Company~~

By: 7/1/80

Title: **Area Manager** Terry Heiliger

Date: 04/16/19

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder. Furthermore, Contractor will accept no liability, consequential damages, risk, or responsibility of any kind for damage to Purchaser's well and appurtenances resulting from the rehabilitation process. All liability and risk associated with such work are assumed by Purchaser. Contractor also does not guarantee any specific results or production improvements from a well rehabilitation.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control, except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



Peerless

WELL & PUMP

April 26, 2019

Mr. George Johnston
Webster City
502 White Fox Road
PO Box 217
Webster City, IA 50595-0217

RE: Webster City – Well No. 8 Pull and Inspect

Mr. Johnston,

Peerless Well & Pump would like to thank you for the opportunity to submit a proposal for the upcoming Webster City Well #8 project. As you know, Peerless Well & Pump (PWP) has highly experienced field staff and we look forward to performing efficient and high-quality water supply services once again for Webster City.

Based on the information we have, the well #8 pump was installed in 2013 and has not been pulled since the initial install. PWP proposes to mobilize to the site with a pump crew, pump rig and support truck with tools. PWP would then disconnect and remove the existing lineshaft pump (450' of 12" x 1-11/16" assembly), inspect the removed pump in the field and return to our shop with the bowl assembly, pipe, and discharge head for further inspection. PWP would perform a downhole video inspection of the well to help determine if there are any existing structural issues with the well and examine the current condition of the casing and openhole. The downhole inspection can be utilized as a tool to determine the nature of the buildup and plugging in the formation.

After televising and shop inspection of the pump, we will submit an inspection report with recommendation and associated pricing for the recommendations. Once Webster City has approved recommendations and repairs we will proceed on ordering materials. When materials are received we will return to reinstall the pump and perform any well cleaning/ rehabilitation if needed.

Pump Removal, Well Televising, Bowl Inspection, and Pump Reinstallation

- Mobilize a pump service crew with pump rig and service truck to Well No. 8. Disconnect electrical and piping and remove existing pump for inspection (450' of 12" pump assembly). Inspect pump components in the field. Load up bowl assembly, motor, head and shafting and demobilize. **Lump Sum - \$ 7400**
- Perform Downhole Video Inspection of Well 8 and provide report to Webster City. **Lump Sum - \$ 1700**
- Disassemble & inspect bowl assembly and provide recommendations for rebuilding existing assembly or replacing with new bowl assembly. **Lump Sum - \$ 1260**
- Return to site. Install repaired pump (450' of 12" pump assembly). Connect electrical and pump to waste to verify proper operation. Place system online and demobilize. **Lump Sum - \$ 8300**

17656 S John Deere Road, Dubuque, IA 52001
Office: 563-583-1707 · Fax: 563-583-8728
www.peerlesswellandpump.com

Well Rehabilitation Options

PWP has put together a base well rehabilitation program including surge chlorination of the well. PWP has multiple well rehabilitation technologies, chemistries, and equipment that can be applied to Well No. 8 (if required). The initial well televising will help best define the well rehabilitation program and chemicals that should be used that will yield the greatest chance for successfully increasing the specific capacity of Well No. 8

- Wire brush well screen and bail material from well. **Wire brush & bail - \$275/HR**
- Inject 200-300 ppm solution of chlorine chemistry with chlorine enhancer into the well and surge. Allow at least 6 hours of contact time, neutralize, and pump off to sanitary sewer (or appropriate discharge location). **Well Disinfection - \$3,800**

Pump Assembly Repair Components

PWP will determine the recommended repair parts for the pump assembly following removal of the pumping equipment and thorough inspection. For budgetary purposes, PWP has included costs for new equipment (assuming parts can't be reused) and some options for rebuilding the assembly. PWP is providing the following estimated costs for components of the pump assembly:

- Rebuild 14RCMC– 5 Stage pump with new wear rings & bearings
Estimated - \$5,600-\$6,600 (will be based upon inspection)
- Sand blast and provide new epoxy coating on existing 10" column pipe (based upon inspection).
\$14/Ft (\$6300 for 450' of 12")
- Clean/Straighten 450' of 1-11/16" SS shafting
Lump Sum - \$1,400
- Install new stainless steel sleeves on shafting
Lump Sum - \$750
- Provide 10' of new 12" epoxy coated column pipe T&C
Each - \$930
- Provide 5' of new 12" epoxy coated column pipe T&C
Each - \$520
- Provide new rubber bearing inserts
Each - \$ 25
- Provide new SS shaft sleeves
Each - \$ 37

We are confident that Webster City will be impressed with our professional water supply services and look forward to the opportunity to once again provide pump services to the community. Please contact our office at your earliest convenience with any questions.

Sincerely,

Peerless Well & Pump

Patrick Harrington

Patrick Harrington

Senior Project Manager

805 Des Moines Street
Webster City, IA 50595
(515) 832-2885
(515) 832-2515 fax



GROVES & CHIZEK LAW OFFICE

Gary J. Groves
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May 1, 2019

TO: Members of the City Council

RE: Summary of Professional Services for April 2019.

Dear Council Members:

Outlined below is a summary of professional services I have provided for the City of Webster City as City Attorney for the month of April 2019. The main issues I addressed this past month were (a) prepared amendments to the restrictive covenants for Brewer Creek Estates 5th and 6th Addition, (b) reviewed and modified the City Manager agreement for the future City Manager, and (c) prepared the City's Policy regarding Small Cell Wireless Facilities.

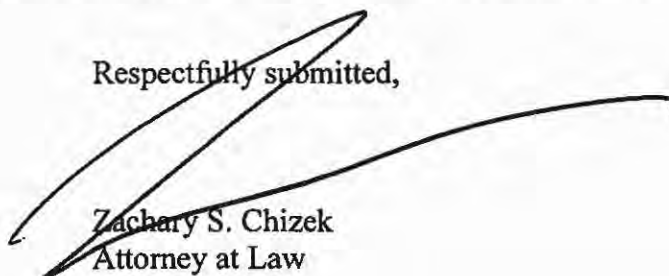
In regards to the Restrictive Covenants for Brewer Creek Estates 5th and 6th Addition, as we were working with a potential developer of the sites we realized that some of the language would need to be modified to better protect the City's investment in said developments. We have now extended the time the City holds the right to modify the covenants for 60 months instead of the previously drafted 24 months. We've also modified the square footage requirements of some of the smaller lots after speaking with some of the developers to better accommodate said developments.

In regards to the City Manager agreement, after meeting with the search firm for the new City Manager search, Beth Chelevsig and I worked on reviewing and modifying the previous City Manager agreement to be more in line with what the Council wished to offer to the potential new City Manager.

Finally, in regards to the Small Cell Wireless Facilities Policy, as discussed at the last council meeting, Cities were required to implement a policy to address these new 5G facilities or else they could not restrict these facilities from using the City's rights-of-way, utility poles, etc. We implemented said policy on April 15th.

If you have any questions regarding any of the above summary please do not hesitate to contact me.

Respectfully submitted,


Zachary S. Chizek
Attorney at Law



HAMILTON COUNTY ANIMAL ADVOCATES
1302 321ST STREET
STRATFORD, IA 50249
hamiltoncountyanimaladvocates@gmail.com

April 12, 2019

City of Webster City
400 Second Street
PO Box 217
Webster City, IA 50595

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APR 17 2019

CITY OF WEBSTER CITY

Dear City Council,

This is the annual report for HCAA's Trap-Neuter-Return Program in Webster City for 2018:

17 females

22 males

39 total

11 were adopted into indoor homes

26 were returned to the location they were trapped

2 were euthanized by a veterinarian due to severe injury or illness

Trapped cats are spayed/neutered, vaccinated for rabies, and ear-tipped by a licensed veterinarian at no cost to the City. After recovery, the cats are returned to the original trapping location. At our discretion, cats/kittens that are deemed adoptable are placed into a state licensed adoption program.

Thank you very much. Please contact me at the number below if you have any questions.

Sincerely,

Monica Becker, President
515-318-9005