



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, AUGUST 8, 2022 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link
<https://us02web.zoom.us/j/85391554605>
Meeting ID: 853 9155 4605
Passcode: Anamosa

Join by Telephone
+1 312 626 6799 US
Meeting ID: 896 1763 8865
Passcode: 5324213

If you wish to address the City Council, please wait for the Mayor to open the floor for public comment on that agenda item and then approach the podium. Before speaking, please state your name and address. Each speaker is limited to five (5) minutes per agenda item and is expected to refrain from the use of profane, obscene, or slanderous language.

The above Zoom link does not allow for participation in the meeting. It is for viewing only.

- 1.0) ROLL CALL**
- 2.0) PLEDGE OF ALLEGIANCE**
- 3.0) APPROVAL OF AGENDA**
- 4.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:**
 - 4.1) JULY 25, 2022 – REGULAR COUNCIL MEETING
- 5.0) PROCLAMATIONS: NONE**
- 6.0) OLD BUSINESS:**
 - 6.1) **REVIEW AND APPROVAL: AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR THE FIRE STATION ADDITION PROJECT (HR GREEN/SHIVE HATTERY).**
- 7.0) NEW BUSINESS**
 - 7.1) **RESOLUTION 22-45: DIRECTNG THE CLERK TO PUBLISH NOTICE OF HEARING ON THE ADOPTION OF THE PROPOSED CODE OF ORDINANCES OF THE CITY OF ANAMOSA**
 - 7.2) **RESOLUTION 22-46 FEMA GRANTS CHAGE IN APPLICANT’S AUTHORIZED REPRESENTATIVE OR CHIEF FINANCE OFFICER**
 - 7.3) **DISCUSSION AND POSSIBLE ACTION: CITY COUNCIL MEETING LOCATION AND CONTINUED USE OF ZOOM (12/13/21 orig)**
 - 7.4) **DISCUSSION AND POSSIBLE ACTION: FIRE DEPARTMENT FAMLY PICNIC STREET CLOSURE PERMIT REQUEST**
 - 7.5) **REVIEW AND APPROVAL OF CURRENT BILLS**
- 8.0) CITY ADMINISTRATOR’S REPORT:**
- 9.0) MAYOR AND COUNCIL REPORTS:**
 - 9.1) MAYOR’S REPORT
 - 9.2) COUNCIL REPORTS
- 10.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**
- 11.0) ADJOURNMENT**

SSTATEMENT OF COUNCIL PROCEEDINGS
July 25, 2022

The City Council of the City of Anamosa met in Regular Session July 25, 2022 at the Anamosa Library and Learning Center and via Zoom at 6:00 p.m. with Mayor Rod Smith presiding. The following Council Members were present: Rich Crump, Alan Zumbach, Teresa Tuetken, Jeff Stout, Kay Smith and Brooke Gombert. Also present were Jeremiah Hoyt, Interim City Administrator/City Clerk, Penny Lode, Deputy Treasurer, Steve Agnitsch, Utilities Superintendent, Robert Young, Assistant Utilities Superintendent, and Nick Brokaw, Interim Lieutenant. Iowa Code Chapter 21, as interpreted, permits public meetings to be held electronically.

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

Pledge of Allegiance.

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

Motion by Zumbach, second by Crump to approve the minutes of the July 11, 2022 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Smith, second by Crump approving Pay Application No. 1 to Eastern Iowa Excavating & Concrete in the amount of \$156,145.83 for Sycamore Street project. Ayes: All. Nays: none. Motion carried.

Motion by Crump, second by Zumbach approving the Pay Application No. 4 to Gingerich Well & Pump Service LLC in the amount of \$204,060.00 for Jordan Well #6 project. Ayes: All. Nays: none. Motion carried.

Motion by Smith, second by Stout approving the Pay Application No. 5 to Boomerang in the amount of \$207,120.81 for Jordan Well #6 project. Ayes: All. Nays: none. Motion carried.

Motion by Crump, second by Zumbach approving substantial completion certificate for Jordan Well #6 project. Ayes: All. Nays: none. Motion carried.

Motion by Stout, second by Smith approving Resolution to enter into a General Obligation Corporate Purpose Loan Agreement, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2022 and authorizing the use of a Preliminary Official Statement in connection therewith. Roll Vote: Ayes: Gombert, Smith, Stout, Crump, Tuetken, Zumbach. Nays: none. Motion carried.

Motion by Smith, second by Zumbach approving Underwriting Agreement for the General Obligation Corporate Purpose Loan. Ayes: All. Nays: None. Motion carried.

Motion by Zumbach, second by Tuetken approving liquor license renewal for La Hacienda. Ayes: All. Nays: None. Motion carried.

Motion by Zumbach, second by Crump approving current bills. Ayes: All. Nays: None. Motion carried.

Hoyt stated this will be his last meeting as Interim City Administrator and thanked all the staff and City Council for the opportunity.

Mayor and Council Reports: Mayor Rod Smith thanked the City staff for working together and Hoyt for doing a great job keeping the City operations moving.

Smith stated July is no fines for overdue books and the statue dedication will be on at 5:30 p.m.

Public Comment: Shane Brown addressed the Council stating the flag poles at Riverside Cemetery need to be replaced and he would like to get new ones purchased.

There being no further business to come before the Council the meeting adjourned at 6:30 p.m.

Rod Smith, Mayor

ATTEST:

Penny K. Lode, Deputy Treasurer



13225 Circle Dr Suite A
Anamosa, IA 52205
Phone: 319-462-4435
Fax: 319-462-2599

REQUEST FOR CHANGE

RFC No: 5
Date: 07222022

Project No: 0521-287
Project Name: Anamosa Fire Station

Contact Name: Matt Sattler

Reason/Comments:

We propose to remove the trench drain, rotate 180 degrees to discharge to the west of the building. The oil sand separator will be installed next to the foundation wall on the inside of the building and the discharge will be piped through the foundation wall to a 2000ga concrete holding tank. The holding tank will have a single manhole on top to allow the city to vacuum out the discharge. The tank will have a fill alarm that is mounted on a 4x4 near the tank

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
	Removal and Replacement of Trench Drain	1.00	EA	1,230.50	\$1,230.50
	2000ga Holding Tank with 1 opening	1.00	EA	3,285.00	\$3,285.00
	Wiring of Fill Alarm on 4x4	1.00	EA	860.00	\$860.00
	Coring Through foundation wall for penetrat.	1.00	HR	110.00	\$110.00
	Removal of backfill & setting tank	4.00	HRS	200.00	\$800.00
	1" Clean Fill, placement & Compaction	1.00	EA	485.00	\$485.00
	Reinstalling Back Fill	3.00	HRS	300.00	\$900.00
	Project Management	5.00	HRS	150.00	\$750.00
	10% OHP	1.00	EA	842.05	\$842.05
					\$0.00
					\$0.00
					\$0.00
					\$0.00

TOTAL FOR REQUEST FOR CHANGE

\$9,262.55

ADDITIONAL WORKING DAYS TBD

Owner Representative Name (print)	Signature	Date
Matt Sattler		07222022
Boomerang (print name)	Signature	Date

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of January in the year 2021
(In words, indicate day, month and year.)

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

Beth Brincks, City Clerk on behalf of the Anamosa City Council
City of Anamosa, IA
107 S. Ford Street
Anamosa, IA 52205-1841

and the Architect:
(Name, legal status, address and other information)

Shive-Hattery, Inc
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone: 515-223-8104

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

Anamosa Fire Station Addition:

This project is an addition of approximately 7,440 Sq. Ft. onto the existing fire department building located 701 E. Third Street, Anamosa, IA. The building addition will be added to the existing building and includes fire truck bays and storage along with office, restroom, and community gathering room. An alternate bid will be designed for the community room in the new addition to incorporate a BARA (Best Available Refuge Area) being proposed to create a hardened area within the facility. A portion of the existing building will be renovated to facilitate and connect the building addition.

S-H Project #4207090

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

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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.)

In accordance with basic design industry standards the Design Professional will provide Architecture, Structural Engineering, Mechanical Engineering, Electrical Engineering, and Civil Engineering services utilizing the 2012 International Building Code requirements as follows:

Provide Schematic Design, Design Development, Construction Documents, and Construction Administration design phases for:

Anamosa Fire Station Addition: Pre-liminary drawings were submitted by the fire department that were completed in August 22, 2019 to include site plan, floor plan, and exterior elevations of the proposed building addition and are included as: 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.)

Anamosa Fire Station Addition: The new fire station expansion will consist of adding approximately 7,440 Sq. Ft. onto the existing fire department building. The building addition will be constructed adjacent to the existing

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concrete masonry building and consists of a pre-engineered metal building with concrete footings and foundations, fire trucks bays w/ overhead doors and storage along with office, restrooms, and community gathering room.

A portion of the existing building will be renovated to facilitate and connect to the new addition. As described in the project narrative, an alternate for a 'hardened shelter' will be evaluated as a part of this work. A storm shelter is a voluntary consideration of the 2012 International Building Code. If other versions of the IBC-Code are adopted by the City of Anamosa, shelter requirements will need to be reestablished if the change occurs prior to the technical development of the bid documents. (ICC-500 Storm Shelter Design not included.)

Modifications or upgrade improvements to the existing building mechanical and electrical systems are not anticipated in this scope of work. Site improvement associated with the addition will reconstruct paving and drainage issues as required and add driveway and paving access to the new truck bay overhead doors in the addition. Site work and utility routing associated with the new addition.

§ 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.)

For the Fire Station Facility. Shive – Hattery's opinion of probable project cost includes the cost of construction estimated at \$790,000 including construction inflation for a bid in the spring of 2021. With the Owner's decision to fund the construction cost of the project at \$700,000, alternates will be utilized to address the difference on construction costs. The Project cost includes the cost of construction, project soft costs, design fee, Owner-provided furniture, fixtures, and equipment, third party testing, and reimbursable expenses as follows:
Project Cost Range: \$895,000 - \$980,000.

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

.1 Design phase milestone dates, if any:

Schematic Design / Design Development Phase	4 Weeks
Construction Documents Phase	6-8 Weeks
Bidding and Negotiation:	4 Weeks
Construction Administration:	10 – 12 Month

.2 Construction commencement date:

To Be Determined. A 8-10-month construction duration is anticipated.

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

NA

§ 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.)

One (1) combined Set of Technical Documents and Specifications will be prepared for issuance as the Construction Documents. We will include 2 alternates to be described verbally as add alternates but do not require additional

design scope. Multiple bid packages (by separating out the work with multiple bid issuance dates) or fast-track early bid packages are not anticipated, or a part of the basic services

§ 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.)

Project will be designed to meet the applicable International Energy Construction Code.
(Paragraph Deleted)

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

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

Anamosa Fire Station Addition:
Tim Shada, Fire Chief
Anamosa Fire Department
701 East 3rd Street
Anamosa, IA 52205
Telephone: 319.462.4995
email: anamosafire53@mchsi.com

§ 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.)

Mechanical and Electrical Commissioning Authority (if a third party is selected by the Owner.)

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

.1 Geotechnical Engineer:

By Owner

.2 Civil Engineer:

Shive-Hattery, Inc

.3 Other, if any:

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

Topographical Survey:

The existing information for the site topography will be submitted by the owner and used during the design. If additional survey is required, it will be by Shive-Hattery, Inc. as Additional Service.

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

Michael S. Lewis, AIA, NCARB
Shive-Hattery Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone: 515.223.8104
email: mlewis@shive-hattery.com

Ronald L. Hinds, PM
Shive-Hattery Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone: 515.223.8104
email: rhinds@shive-hattery.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

By Shive-Hattery, Inc
Fire Station Addition: Does not include pre-engineered metal building design but will include the concrete footings and foundations for the PEMB building.

.2 Mechanical Engineer:

By Shive-Hattery Inc
Including plumbing, HVAC, mechanical piping, fire protection, and controls

.3 Electrical Engineer:

By Shive-Hattery Inc
Including power, lighting, fire alarm, and special systems.
Includes infrastructure for AV/Data/Phones, (Equipment by owner).

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.4 Civil Engineer:

Shive-Hattery, Inc.

New paved drive approach will be designed to accommodate the requirements for the added building square footage. Within the Property Boundaries, including Utilities Distribution (or extensions), Grading, Parking, Drives, and/or Site Lighting.

Additional Service: Partial Site Topographical Survey & SWPP: Provide topographic survey, contours at one-foot increments, locate drives and parking, locate 4" trees, locate utilities, and SWPP/NPDES

permitting.

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 NA

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

§ 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.

§ 2.2.1 Nothing in this Agreement is intended to create, nor it be construed to create, a fiduciary duty owed by either party to the other party.

§ 2.2.2 The Owner recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in the Architect's drawings, specifications, and other design, bidding or construction documentation furnished by the Architect or in other

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professional services performed or furnished by the Architect under this Agreement (herein after in this article 2.2.2 referred to as Architect Documentation). If a required item or component of the Project is omitted from the Architect's Documentation, the Owner is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original Architect Documentation. In no event will the Architect be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than One million Dollars (\$ 1000000) for each occurrence and Two million Dollars (\$ 2000000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars (\$ 1000000) 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 One million Dollars (\$ 1000000) each accident, One million Dollars (\$ 1000000) each employee, and One million Dollars (\$ 1000000) 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 Five million Dollars (\$ 5000000) per claim and Ten million Dollars (\$ 10000000) 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.

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§ 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.

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§ 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

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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

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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)

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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.)

(Table Deleted)

Services	Responsibility (Architect, Owner or Not Provided)	Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Part of service, by prior agreement
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	Provided as Additional Services
§ 4.1.4 Existing facilities surveys	NP	Part of service, by prior agreement
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	Part of service, by prior agreement
§ 4.1.6 Building information modeling (B202™-2008)	Architect	
§ 4.1.7 Civil engineering	Architect	Topographical Survey Provided as Additional Services
§ 4.1.8 Landscape design	NP	Provided as Additional Services
§ 4.1.9 Architectural interior design (B252™-2007)	NP	Provided as Additional Services (if services are beyond selection of materials and finishes included as basic service).
§ 4.1.10 Value analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	Provided as Additional Services
§ 4.1.12 Additional Construction observation or On-site project representation (B207™-2008)	Architect	See Supplemental Services
§ 4.1.13 Conformed construction documents	NP	Provided as Additional Services
§ 4.1.14 As-designed record drawings	Architect	See Additional Services
§ 4.1.15 As-constructed record drawings	NP	Requirement not anticipated
§ 4.1.16 Post occupancy evaluation	NP	Requirement not anticipated
§ 4.1.17 Facility support services (B210™-2007)	NP	Requirement not anticipated
§ 4.1.18 Tenant-related services	NP	Requirement not anticipated
§ 4.1.19 Coordination of Owner's consultants	NP	Provided as Additional Services
§ 4.1.20 Telecommunications/data design	NP	Provided as Additional Services
§ 4.1.21 Detention / Security Electronics (design)	Architect	
§ 4.1.22 Mechanical Commissioning	NP	Provided as Additional Services

§ 4.1.23 Extensive environmentally responsible design	Architect	See Supplemental Services
§ 4.1.24 LEED® certification (B214™-2012)	NP	Requirement not anticipated
§ 4.1.25 Historic preservation (B205™-2007)	NP	Requirement not anticipated
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Owner	Owner or Architect By Additional Services
§ 4.1.27 Resilient Design including areas of resistance, reliability, and redundancy specifically as a voluntary hardened portion of the structure for BARA refuge area	Architect	If a change in code related to Resilient Design for ICC-500 (2014) structures occurs, can be designed as an Additional Service
§ 4.1.28 Supplemental Services preparing extensive alternate designs, fast track schedule or additional multiple bid packages (beyond proposed).	NP	
4.1.29 Life Cycle Cost Analysis	NP	Provided as Additional Service
4.1.30 Color renderings	NP	Provide as Additional Service

§ 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.)

4.1.2.1.2: Additional Construction Observations or Onsite Site Project Representation as reference in 4.1.12: For a period of 10-12 months an estimated (10) ten additional construction observation trips can be provided on a per rip basis. If desired, this may also extend to attending bi-weekly progress meetings during the first year of Construction, beyond the basic service trips identified in Part 4.2.3.2.

4.1.2.1.3: Additional Civil Engineering: If the design solution requires re-zoning, traffic studies, extension of private utilities or roads to the property, boundary limits. The additional services can be provided based on an identified scope of work at the time

§ 4.1.2.4 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.)

Geotechnical investigation for site specific soil testing.

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

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§ 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 Topographical Survey:

Partial Site Topographical Survey & SWPP: Provide topographic survey, contours at one-foot increments, locate drives and parking, locate 4" trees, locate utilities, and SWPP/NPDES permitting

4.2.2 As Designed Record Documents:

.1 Once the bidding and negotiation phase of the project has been completed and contract to construct the project has been awarded, we will incorporate the changes and clarifications made to the bidding documents via addendum into the plans and specifications and re-issue the documents in electronic .PDF format for construction, if this additional service is authorized.

§ 4.2.3 Color Renderings:

.1 For renderings beyond the Architect's standard technical use to present the Work, we will provide interior or exterior 3-dimensional views of the building to create color renderings for the project. The initial rendering will be generated, and one edit of the rendering would be included to finalize the drawing. Multiple views will be considered as additional renderings.

§ 4.2.4 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 Up to Ten, (10) visits to the site, by the Architect during construction.
- .3 One (1) Inspection 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) Inspection 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 () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 If events or circumstances stemming in whole or part from the Excusable Events under Article 8, the Architect shall be entitled to Additional Services to equitably increase and extend the Architect's time for performance of its services, as well as equitably increase the Architect's compensation for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

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;

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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 Design Development or Construction Document Phased 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, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.1.4 In recognition of the relative risks and benefits of the Projects to both Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent of the law, to limit the liability of the Architect, including its officers, directors, shareholders, employees, agents, its subconsultants, affiliated companies, and any of them, to the Owner and any person or entity claiming by or through the Owner, for any and all claims, damages, liabilities, losses or costs including reasonable attorneys' fees and defense costs, or cost of any nature whatsoever, or claims expenses resulting in any way related to the Project or Agreement from any cause or causes shall not exceed the compensation received by the Architect under the agreement or fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, expressed indemnity, implied contractual indemnity, equitable indemnity and all other claims, unless otherwise prohibited by law. Excepting for the limitation

of liability above, the Owner waives any claim or cause of action against Architect and above included parties arising from or in connection with the performance of services for the Project or this Agreement.

§ 8.1.5 Subject to the limitation in Section 8.1.4, the Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent performance of service under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

§ 8.1.6 The Owner agrees to the fullest extent permitted by law, to indemnify and hold harmless the Architect including its officers, director, shareholders, employees, and consultants, subconsultants and affiliated companies against all damages, liabilities, losses, and costs including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Owner's negligent acts in connection with this Project and the acts of its contractors, subcontractors, consultants or anyone for whom the Owner is legally liable.

§ 8.1.7 If the document General Conditions AIA A201- 2017 is not used in conjunction with this Agreement, the Architect and Owner hereby understand and agree that Architect has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, polychlorinated biphenyl, asbestos, petroleum contaminants, bacteria, fungi, mold or substance, or any other environmental hazard or pollution, whether latent or patent, at the Owner's Project location, or in connection with or related to this Project under this Agreement. The compensation to be paid to the Architect for services is not commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore to the fullest extent permitted by law, Owner agrees to indemnify, defend and hold harmless Architect including its officers, director, shareholders, employees, agents, its consultants and affiliated companies from any and all claims, damages, liabilities, losses, and costs including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants, in or into the atmosphere, or on, onto, in or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

§ 8.1.8 The Architect shall not be responsible or liable to the Owner or Owner's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in the Architect's services, additional costs and expenses in the Architect's performance of its services, or other effects in the Architect's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by the Owner or by any Owner's contractors, consultants or agents of any level on the project (including, without limitation, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product promptly, delays in the work caused by the Owner, Owner's suspension, breach or default of this Agreement, or delays caused by faulty performance by the Owner or Owner's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of the Architect. When an Excusable Event occurs, the Owner agrees the Architect is not responsible for any actual or claimed damages incurred by Owner or Owner's contractors, consultants, or agents, the Architect shall not be deemed to be in default of this Agreement.

§ 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.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation 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.)

- ☐ 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.

§ 9.1.1 If the Architect becomes aware of hazardous materials or toxic substances in any form at the Project site or adjacent areas that may affect the performance of the Architect's services, the Architect shall promptly send a written communication to the Owner describing the hazardous materials or toxic substances. The Architect may, at its sole option, and without liability for damages or delays, immediately suspend performance of services until the Project site or adjacent areas have been remediated and in compliance with applicable laws and regulations. The Owner is responsible for analysis and remediation of the Project site.

§ 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:

Services rendered and all expenses reasonably incurred by the Architect in connection with the Termination, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting in termination. In addition, the Owner shall pay the Architect 15% of the fee on any remaining unperformed services for lost overhead and profit.

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

Fifteen percent (15%) of the Compensation from Section 11.1

§ 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.

Init.

§ 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, including the addition of three budgetary alternates, the Owner shall compensate the Architect as follows:

.1 Anamosa Fire Station Addition: Basic Services, Stipulated Sum

Lump Sum Fee: Ninety-Nine Thousand Five Hundred Dollars and no cents, (\$99,500.00)

.2 Expenses:

Included – Reimbursable expenses have been included in the Compensation Fee amounts estimate totals.

(Paragraph Deleted)

Anamosa Fire Station Addition and Renovation: Expenses are estimated to be: \$10,000, this number excludes bid document printing. Bid document printing is included in the overall Owner's Project Budget

§ 11.2 For Additional Services designated in Section 4.1, 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.)

Additional Onsite Site Observations: \$1,500 per visit

Additional Civil Engineering: Hourly Fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

As Designed Record Documents: \$ 7,900.00

Color Renderings: \$2,000 per rendering

Changes to Scope of Work: Hourly Fee

(Paragraph Deleted)

Init.

§ 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.)

§ 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.)

Exhibit-B: Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

§ 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 Ten percent (10%), 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	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
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.)

Architect's Standard Hourly Fee Schedule in effect at the time that the services are performed.

§ 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.)

Architect is an equal employment opportunity employer and will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin, age 18 or older, ancestry, gender identity, sexual orientation, veteran, status, physical or mental handicap, unless related to performance of the job with or without accommodation.

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
- .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.)

- .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.)

- .4 Other documents:

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

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

OWNER (Signature)

Beth Brund, City Administrator
(Printed name and title)

ARCHITECT (Signature)

Ronala L. Hinds - Project Manager
(Printed name, title, and license number, if required)

Init.

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2021 to December 31, 2021

PROFESSIONAL STAFF:

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

TECHNICAL STAFF:

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

ADMIN STAFF: \$ 63.00

SURVEY STAFF:

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.57/ Mile
Mileage- Survey Trucks	\$0.67/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
Anamosa Fire Station Addition
701 E. Third Street, Anamosa, IA 52205

AGREEMENT INFORMATION:
Date: January 12, 2021

AMENDMENT INFORMATION:
Amendment Number: 02
Date: May 2, 2022 Revised

OWNER: (name and address)
Beth Brincks, on behalf of the Anamosa
City Council»»
107 S. Ford Street
Anamosa, IA 52205

ARCHITECT: (name and address)
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

The Owner and Architect amend the Agreement as follows:
Requesting Contract Time Extension and Fee for Additional Construction Administration Services:

The project bids were received on May 6, 2021 and Substantial Completion was established for January 31, 2022. We are still waiting for construction of the building to begin. Since the delivery of the building materials for the Pre-Engineered Metal Building were delayed to be supplied to the project site and the substantial completion has been delayed/extended by the contractor to June 30, 2022, we are requesting a contract time extension for additional CA-Services beginning on March 15, 2022 to perform the following Scope of Work:

- 1.1 Attend Owner/Architect/Contractor meetings as requested virtual or onsite.
- 1.2 Perform three more Site Observations.
- 1.3 Generate change requests and contract modifications from owner/contractor.
- 1.4 Respond to additional Requests for Information.
- 1.5 Reviews of project for Substantial Completion.
- 1.6 Final review of project for completion.
- 1.7 Processing additional Pay Applications.
- 1.8 Review of close out documentation.
- 1.9 Project Closeout.
- 2.0 Additional services are required for changes to scope of work.

ADD Hourly Fee: \$15,000
We will perform the above scope of work on an hourly basis not to exceed.

Reference Exhibit-A: 2022 STANDARD HOURLY FEE SCHEDULE (For Staffing Levels & Expenses).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:	
Original Basic Agreement: AIA, B101:	\$ 99,500
Amendment 1 Scope of Work Chnage	\$ 6,900
Amendment-2 Add Construction Admin:	\$ 15,000
Add Expenses:	\$ 2,500

Total Fee: \$123,900

Schedule Adjustment:
Contract Terminates: Upon final completion of construction or no later than September 30, 2022.

SIGNATURES:**Shive-Hattery, Inc.****ARCHITECT** *(Firm name)***SIGNATURE**Ronald L. Hinds, Project
Manager**PRINTED NAME AND TITLE**

May 2, 2022

DATE**City of Anamosa, IA****OWNER** *(Firm name)***SIGNATURE****PRINTED NAME AND TITLE****DATE**

PRELIMINARY STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2022 to December 31, 2022

PROFESSIONAL STAFF:

Grade 1	\$ 95.00
Grade 2	\$ 115.00
Grade 3	\$ 129.00
Grade 4	\$ 143.00
Grade 5	\$ 159.00
Grade 6	\$ 172.00
Grade 7	\$ 187.00
Grade 8	\$ 205.00
Grade 9	\$ 223.00

TECHNICAL STAFF:

Grade 1	\$ 66.00
Grade 2	\$ 83.00
Grade 3	\$ 93.00
Grade 4	\$ 101.00
Grade 5	\$ 114.00
Grade 6	\$ 130.00
Grade 7	\$ 146.00

ADMIN STAFF: \$ 65.00

SURVEY STAFF:

One Person	\$ 145.00
Two Person	\$ 226.00
One Person with ATV	\$ 172.00
Two Person with ATV	\$ 253.00
Drone Surveyor (Video or Photogrammetry)	\$ 182.00
Drone Surveyor (Thermography)	\$ 337.00
Drone Processing	\$ 135.00
Hydrographic Survey Crew (Two Person)	\$ 295.00
Scanning Surveyor	\$ 187.00
Surveyor with Two Scanners	\$ 267.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.58/ Mile
Mileage- Survey Trucks	\$0.68/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

RESOLUTION NO. 2022-45

***RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE OF HEARING ON THE
ADOPTION OF THE PROPOSED “CODE OF ORDINANCES OF THE CITY OF ANAMOSA,
IOWA”***

WHEREAS, the City Council has caused to be prepared and filed with the City Clerk copies of the proposed “CODE OF ORDINANCES OF THE CITY OF ANAMOSA, IOWA,” and,

WHEREAS, an official copy of the proposed “CODE OF ORDINANCES OF THE CITY OF ANAMOSA, IOWA,” is now on file for public inspection in the office of the City Clerk of Anamosa, Iowa,

NOW THEREFORE BE IT RESOLVED that a public hearing thereon will be held in the Council chambers on the 22ND day of AUGUST, 2022, at SIX o'clock p.m., at which time and place the Council will consider arguments for or against the adoption of the proposed “CODE OF ORDINANCES OF THE CITY OF ANAMOSA, IOWA,” or amendments thereto.

BE IT FURTHER RESOLVED that the Clerk be authorized and directed to cause to be published notice of such hearing one time not less than seven (7) days nor more than twenty (20) days prior to the date herein established for hearing as by law provided.

COUNCILMEMBER	AYES	NAYS	ABSENT
CRUMP			
GOMBERT			
SMITH			
STOUT			
TUETKEN			
ZUMBACH			

PASSED AND APPROVED this 8th day of August 2022.

ROD SMITH, MAYOR

ATTEST:

**MICHON JACKSON,
CITY ADMINISTRATOR/CLERK**

PUBLIC HEARING NOTICE

Notice is hereby given that there is now on file for public inspection in the office of the City Clerk of Anamosa, Iowa, the proposed "CODE OF ORDINANCES OF THE CITY OF ANAMOSA, IOWA."

The City Council will meet at SIX o'clock p.m. on the 22ND day of AUGUST 2022, in the Council chambers at which time any citizen of Anamosa, Iowa, or any other person having an interest in the proposed "CODE OF ORDINANCES OF THE CITY OF ANAMOSA, IOWA," may appear and be heard for or against the adoption of the proposed Code of Ordinances or any part thereof.

CITY CLERK
CITY OF ANAMOSA, IOWA



APPLICATION FOR FEDERAL / STATE ASSISTANCE
CHANGE IN APPLICANT'S AUTHORIZED REPRESENTATIVE or CHIEF FINANCE OFFICER
RESOLUTION # 22-46

GRANT / PROGRAM		GRANT ID		AWARDING AGENCY	
Public Assistance - CFDA 97.036		DR-4557-IA		DHS-FEMA	
APPLICANT LEGAL NAME			FEDERAL EMPLOYER IDENTIFICATION #		
City of Anamosa			42-6004229		
PHYSICAL ADDRESS				FISCAL YEAR START DATE	
107 S. Ford St.				July	
CITY	STATE	POSTAL CODE	COUNTY		
Anamosa	IA	52205	Jones		
ORGANIZATION TYPE (check one)					
<input type="checkbox"/> State Agency					
<input checked="" type="checkbox"/> City					
<input type="checkbox"/> Special District					
<input type="checkbox"/> County					
<input type="checkbox"/> Township					
<input type="checkbox"/> Private Non-Profit					
<input type="checkbox"/> Other > > Organization Type: _____					

APPLICANT'S DESIGNATION OF AUTHORIZED REPRESENTATIVE(S)

The signatures of the individual(s) named below shall be recognized as certification that, to the best of their knowledge and belief, the information on this application is complete and accurate, and that their respective designation to sign and file documents on behalf of the applicant cited above is authorized by official resolution, code, or statute, recognized by the governing body of the applicant as legally binding. A change of Authorized Representative will require submittal of a revised application form.

CHANGE IN AUTHORIZED REPRESENTATIVE

NAME		JOB TITLE			
ORGANIZATION NAME		E-MAIL ADDRESS			
MAILING ADDRESS	CITY	STATE	POSTAL CODE		
OFFICE TELEPHONE #	FACSIMILE #	CELLULAR TELEPHONE #			
^ CERTIFIED BY CHIEF EXECUTIVE OFFICER OR CHIEF FINANCE OFFICER		^ EFFECTIVE DATE			

CHANGE IN CHIEF FINANCE OFFICER

NAME		JOB TITLE			
ORGANIZATION NAME		E-MAIL ADDRESS			
MAILING ADDRESS	CITY	STATE	POSTAL CODE		
OFFICE TELEPHONE #	FACSIMILE #	CELLULAR TELEPHONE #			
^ CERTIFIED BY CHIEF EXECUTIVE OFFICER OR AUTHORIZED REPRESENTATIVE		^ EFFECTIVE DATE			

COUNCILMEMBER	AYES	NAYS	ABSENT
CRUMP			
GOMBERT			
SMITH			
STOUT			
TUETKEN			
ZUMBACH			

PASSED AND APPROVED this 8th day of August 2022.

ROD SMITH, MAYOR

ATTEST:

**MICHON JACKSON,
CITY ADMINISTRATOR/CLERK**

CITY OF ANAMOSA

NOISE / STREET CLOSURE PERMIT APPLICATION

Date: 5/1/22☐ NOISE PERMIT
☒ STREET CLOSURE PERMITApplicants Name: Anamosa Fire DeptApplicant's Address: 701 E 3rd StApplicant's Phone: 319-462-4995Event Location/Address: Wapsianna park

Detailed Description of Event:

Family Picnic - need to close part of Linn St + 1st St for
waterballDate of Event: 8/27 Time Period of Event: 2-7pm

TYPE OF NOISE VARIANCE REQUESTED:

☐ MUSICAL INSTRUMENT☐ SOUND EQUIPMENT

STREET CLOSURE INFORMATION (If Applicable)

Street(s) to be affected: Linn + E 1st StStarting at intersection(s) of: Linn + E 1st StEnd at intersection(s) of: Linn + E 1st St*Please attach a detailed map/drawing of area.*Barricades Needed?: ☒ Y / ☐ N How many: 4 Type: _____

Barricades are to be picked up at the City Shop area by 12:00 p.m. Noon on Friday prior to weekend event. Barricades are to be returned to the City Shop area by 12:00 p.m. Noon on the Monday following a weekend event.

COPY OF ORDINANCE GIVEN TO APPLICANT? _____

COUNCIL APPROVED ON: _____
AMOUNT OF FEE PAID: _____DISTRIBUTE COPIES TO: _____ * APPLICANT _____ * POLICE DEPT.
_____ * PUBLIC SERVICES _____ * FIRE DEPT.

E 1st St

Fire Hydrant

closed

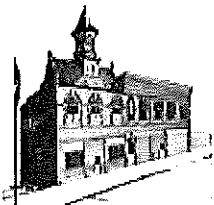
closed

Pavilion

waterball

closed

Linn St



City of Anamosa, IA

Expense Approval Report

By Vendor Name

Payment Dates 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004233 - 941 TAX EFT PAYMENT					
941 TAX EFT PAYMENT	INV0000654	08/05/2022	MEDICARE TAX	001-000-2206	2,114.80
941 TAX EFT PAYMENT	INV0000655	08/05/2022	SOCIAL SECURITY TAX	001-000-2202	9,042.50
941 TAX EFT PAYMENT	INV0000656	08/05/2022	FEDERAL TAX	001-000-2200	4,787.16
Vendor 004233 - 941 TAX EFT PAYMENT Total:					15,944.46
Vendor: 005766 - A-1 STORAGE					
A-1 STORAGE	33117	03/10/2022	STORAGE CONTAINER	600-810-6782	7,037.65
Vendor 005766 - A-1 STORAGE Total:					7,037.65
Vendor: 006438 - ACCESS SYSTEMS LEASING					
ACCESS SYSTEMS LEASING	32081956	08/08/2022	COPY MACHINE	001-110-6470	124.50
ACCESS SYSTEMS LEASING	32081956	08/08/2022	COPY MACHINE	001-622-6470	124.50
Vendor 006438 - ACCESS SYSTEMS LEASING Total:					249.00
Vendor: 005697 - ACME TOOLS					
ACME TOOLS	18569947	07/22/2022	TOOLS	610-815-6504	553.95
Vendor 005697 - ACME TOOLS Total:					553.95
Vendor: 006141 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1CWF-MLWX-HNNH	07/27/2022	SUPPLIES	600-810-6530	119.94
AMAZON CAPITAL SERVICES	1LRL-PQ69-7XTY	07/29/2022	SUPPLIES	610-815-6530	102.82
Vendor 006141 - AMAZON CAPITAL SERVICES Total:					222.76
Vendor: 006190 - AT&T MOBILITY					
AT&T MOBILITY	07192022	08/08/2022	CELL PHONES	001-110-6373	544.81
Vendor 006190 - AT&T MOBILITY Total:					544.81
Vendor: 000185 - AUTOMOTIVE SERVICES					
AUTOMOTIVE SERVICES	0044239	07/20/2022	TIRE REPAIR	110-211-6470	25.00
Vendor 000185 - AUTOMOTIVE SERVICES Total:					25.00
Vendor: 006441 - BADGE&WALLET.COM					
BADGE&WALLET.COM	466677	08/08/2022	BADGES	001-110-6181	441.00
Vendor 006441 - BADGE&WALLET.COM Total:					441.00
Vendor: 005731 - BANOWETZ LUMBER COMPANY INC					
BANOWETZ LUMBER COMPA	25332	06/03/2022	CONCRETE FOAM	110-211-6543	16.00
BANOWETZ LUMBER COMPA	25831	07/21/2022	CONCRETE FORMS	610-815-6554	44.58
Vendor 005731 - BANOWETZ LUMBER COMPANY INC Total:					60.58
Vendor: 000191 - BARRON MOTOR SUPPLY					
BARRON MOTOR SUPPLY	279017	06/24/2022	PARTS	110-211-6470	88.05
BARRON MOTOR SUPPLY	279248	07/06/2022	BATTERY	110-211-6474	49.22
BARRON MOTOR SUPPLY	279376	08/08/2022	LUBE	110-211-6474	79.25
BARRON MOTOR SUPPLY	279444	08/08/2022	SOLENOID FUEL	110-211-6474	32.33
BARRON MOTOR SUPPLY	279493	08/08/2022	F150 PARTS	110-211-6474	215.40
BARRON MOTOR SUPPLY	279573	08/08/2022	CLAMPS	110-211-6470	9.00
BARRON MOTOR SUPPLY	CM0000061	08/08/2022	PARTS RETURN	110-211-6470	-27.00
BARRON MOTOR SUPPLY	279814	07/28/2022	BATTERIES SWEEPER	110-211-6470	330.58
Vendor 000191 - BARRON MOTOR SUPPLY Total:					776.83
Vendor: 000395 - CENTURYLINK					
CENTURYLINK	07252022	08/08/2022	PHONES	001-110-6373	140.83
CENTURYLINK	07252022	08/08/2022	PHONES	001-622-6373	272.59
CENTURYLINK	07252022	08/08/2022	PHONES	015-150-6373	57.90
CENTURYLINK	07252022	08/08/2022	PHONES	041-410-6373	107.01
CENTURYLINK	07252022	08/08/2022	PHONES	043-430-6373	0.14
CENTURYLINK	07252022	08/08/2022	PHONES	600-810-6373	62.85
CENTURYLINK	07252022	08/08/2022	PHONES	610-815-6373	488.11
Vendor 000395 - CENTURYLINK Total:					1,129.43

Expense Approval Report

Payment Dates: 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004883 - CHEM RIGHT LABORATORIES INC					
CHEM RIGHT LABORATORIES I	24686	08/08/2022	TESTING	610-815-6479	20.00
CHEM RIGHT LABORATORIES I	24687	08/08/2022	TESTING	600-810-6470	85.00
CHEM RIGHT LABORATORIES I	24719	08/08/2022	TESTING	610-815-6479	20.00
Vendor 004883 - CHEM RIGHT LABORATORIES INC Total:					125.00
Vendor: 000210 - CITIZENS SAVINGS BANK					
CITIZENS SAVINGS BANK	06302022	08/08/2022	ACH/DEPOSIT BOX	001-622-6430	17.00
CITIZENS SAVINGS BANK	06302022	08/08/2022	ACH/DEPOSIT BOX	001-622-6530	64.05
CITIZENS SAVINGS BANK	06302022	08/08/2022	ACH/DEPOSIT BOX	600-810-6531	52.45
CITIZENS SAVINGS BANK	06302022	08/08/2022	ACH/DEPOSIT BOX	610-815-6531	52.45
Vendor 000210 - CITIZENS SAVINGS BANK Total:					185.95
Vendor: 000008 - CITY OF ANAMOSA					
CITY OF ANAMOSA	INV0000648	08/05/2022	FLEX - MEDICAL	001-000-2204	80.38
Vendor 000008 - CITY OF ANAMOSA Total:					80.38
Vendor: 006400 - CLARK EQUIPMENT CO					
CLARK EQUIPMENT CO	2720547	08/08/2022	BOBCAT	110-211-6710	10,609.28
CLARK EQUIPMENT CO	2720548	08/08/2022	BOBCAT	043-430-6522	10,609.28
CLARK EQUIPMENT CO	27520549	08/08/2022	BOBCAT	600-810-6722	10,609.28
Vendor 006400 - CLARK EQUIPMENT CO Total:					31,827.84
Vendor: 003441 - COLLECTION SERVICES CENTER					
COLLECTION SERVICES CENTE	INV0000646	08/05/2022	CHILD SUPPORT ORDER	001-000-2204	309.06
Vendor 003441 - COLLECTION SERVICES CENTER Total:					309.06
Vendor: 005715 - CR LC SOLID WASTE AGENCY					
CR LC SOLID WASTE AGENCY	44002	08/08/2022	SLUDGE	610-815-6722	106.00
Vendor 005715 - CR LC SOLID WASTE AGENCY Total:					106.00
Vendor: 004760 - DELANCEY ELECTRIC CO.					
DELANCEY ELECTRIC CO.	5181	08/08/2022	HS SOFTBALL FIELD	043-430-6475	3,051.28
DELANCEY ELECTRIC CO.	5183	08/08/2022	MONROE BALLFIELD	043-430-6475	754.20
DELANCEY ELECTRIC CO.	5192	08/08/2022	MONROE BALLFIELD	043-430-6475	450.00
DELANCEY ELECTRIC CO.	5202	08/08/2022	BALLFILED LIGHTS	043-430-6475	730.00
DELANCEY ELECTRIC CO.	5210	08/08/2022	GATE REPAIRS	600-810-6554	485.00
DELANCEY ELECTRIC CO.	5211	08/08/2022	CHLORINE ANALYZER	600-810-6554	375.00
DELANCEY ELECTRIC CO.	5212	08/08/2022	SOLENOID VALVE	600-810-6554	290.00
Vendor 004760 - DELANCEY ELECTRIC CO. Total:					6,135.48
Vendor: 000042 - DELTA DENTAL PLAN OF IOWA					
DELTA DENTAL PLAN OF IOWA	INV0000647	08/05/2022	DELTA DENTAL INSURANCE	001-000-2205	1,163.90
Vendor 000042 - DELTA DENTAL PLAN OF IOWA Total:					1,163.90
Vendor: 005985 - DRJ GROUP LLC					
DRJ GROUP LLC	22149	08/08/2022	FIRE EXTINGUISHERS	001-651-6474	3,487.71
Vendor 005985 - DRJ GROUP LLC Total:					3,487.71
Vendor: 004526 - ELAN-CARDMEMBER SERVICE					
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	SEMINAR	001-110-6445	259.00
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	HOTEL - ADMIN SEARCH	001-110-6448	276.66
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	HOTEL - ADMIN SEARCH	001-110-6448	360.64
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	HOTEL - ADMIN SEARCH	001-110-6448	127.68
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	CREDIT CARD	001-110-6448	100.69
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	FUEL	001-110-6551	55.14
ELAN-CARDMEMBER SERVICE	06282022	08/08/2022	FUEL	001-110-6551	47.22
ELAN-CARDMEMBER SERVICE	07182022	08/08/2022	OPERATOR CERTIFICATION	610-815-6445	32.29
ELAN-CARDMEMBER SERVICE	07182022	08/08/2022	OPERATOR CERTIFICATION	610-815-6445	32.29
ELAN-CARDMEMBER SERVICE	07182022B	08/08/2022	ZOOM	001-622-6430	14.99
Vendor 004526 - ELAN-CARDMEMBER SERVICE Total:					1,306.60
Vendor: 006061 - ENGINEERED EQUIPMENT SOLUTIONS					
ENGINEERED EQUIPMENT SO	22	08/08/2022	FILTER / BELT SETS	610-815-6785	4,228.88
ENGINEERED EQUIPMENT SO	19-1	08/08/2022	RELIEF VALVE	610-815-6785	2,616.00
Vendor 006061 - ENGINEERED EQUIPMENT SOLUTIONS Total:					6,844.88

Expense Approval Report

Payment Dates: 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 006246 - FRAZIER/SPENCER					
FRAZIER/SPENCER	08012022	08/08/2022	PHONE REIMBURSEMENT	110-211-6373	20.00
Vendor 006246 - FRAZIER/SPENCER Total:					20.00
Vendor: 003059 - GALL'S INC.					
GALL'S INC.	021574897	08/08/2022	UNIFORMS	001-110-6537	421.79
Vendor 003059 - GALL'S INC. Total:					421.79
Vendor: 005799 - GPM					
GPM	6680	08/08/2022	ANALOG CARD	610-815-6472	635.00
GPM	6681	08/08/2022	RUBBER TUBING	610-815-6472	356.00
Vendor 005799 - GPM Total:					991.00
Vendor: 006182 - HENRY/TROY					
HENRY/TROY	994727	08/08/2022	BURIAL CHARGES	001-450-4553	1,550.00
Vendor 006182 - HENRY/TROY Total:					1,550.00
Vendor: 000844 - IOWA DEPT OF NATURAL RESOURCES					
IOWA DEPT OF NATURAL RES	5307001	08/08/2022	NPDES PERMIT	610-815-6785	1,275.00
Vendor 000844 - IOWA DEPT OF NATURAL RESOURCES Total:					1,275.00
Vendor: 003600 - IOWA LAW ENFORCEMENT ACADEMY					
IOWA LAW ENFORCEMENT AC	321421	08/08/2022	OFFICER TRAINING	001-110-6445	10.00
Vendor 003600 - IOWA LAW ENFORCEMENT ACADEMY Total:					10.00
Vendor: 000268 - IOWA MUNICIPAL FINANCE OFFICER					
IOWA MUNICIPAL FINANCE O	07252022	08/08/2022	MEMBERSHIP	001-622-6430	50.00
Vendor 000268 - IOWA MUNICIPAL FINANCE OFFICER Total:					50.00
Vendor: 003211 - IOWA ONE CALL					
IOWA ONE CALL	242666	08/08/2022	LOCATES	600-810-2901	147.35
IOWA ONE CALL	242666	08/08/2022	LOCATES	610-815-2901	147.35
Vendor 003211 - IOWA ONE CALL Total:					294.70
Vendor: 000075 - IOWA PRISON INDUSTRIES					
IOWA PRISON INDUSTRIES	032874	08/08/2022	VEHICLE STICKERS	110-211-6553	450.40
Vendor 000075 - IOWA PRISON INDUSTRIES Total:					450.40
Vendor: 000281 - IPERS COLLECTIONS					
IPERS COLLECTIONS	INV0000649	08/05/2022	IPERS	001-000-2203	7,262.08
IPERS COLLECTIONS	INV0000652	08/05/2022	IPERS	001-000-2203	2,602.33
Vendor 000281 - IPERS COLLECTIONS Total:					9,864.41
Vendor: 006463 - JACKSON/MICHON					
JACKSON/MICHON	070622	08/08/2022	MOVING EXPENSE REIMBURS	001-610-6514	3,500.00
Vendor 006463 - JACKSON/MICHON Total:					3,500.00
Vendor: 000387 - JOHN DEERE FINANCIAL					
JOHN DEERE FINANCIAL	71070098004	08/08/2022	AXE	043-430-6475	59.98
JOHN DEERE FINANCIAL	71080152004	08/08/2022	SCRAPER	044-440-6540	5.79
JOHN DEERE FINANCIAL	71140241004	08/08/2022	PARTS	044-440-6540	121.43
JOHN DEERE FINANCIAL	71210142004	08/08/2022	PARTS	001-110-6504	7.29
JOHN DEERE FINANCIAL	71210190004	08/08/2022	PUTTY	044-440-6540	5.58
JOHN DEERE FINANCIAL	71290036004	08/08/2022	BULBS	044-440-6540	84.95
JOHN DEERE FINANCIAL	71270262004	08/08/2022	PARTS	043-430-6475	44.94
JOHN DEERE FINANCIAL	71280270004	08/08/2022	SUPPLIES	043-430-6475	5.29
JOHN DEERE FINANCIAL	71320041004	08/08/2022	WEEK KILLER	043-430-6475	33.98
JOHN DEERE FINANCIAL	71320110004	08/08/2022	SUPPLIES	043-430-6475	25.67
JOHN DEERE FINANCIAL	713630048004	08/08/2022	STRAPS	043-430-6475	17.98
JOHN DEERE FINANCIAL	71340229004	08/08/2022	SUPPLIES	043-430-6475	63.05
Vendor 000387 - JOHN DEERE FINANCIAL Total:					475.93
Vendor: 000245 - JONES COUNTY ENGINEER					
JONES COUNTY ENGINEER	07122022	08/08/2022	FUEL - JUNE	001-110-6551	2,264.64
JONES COUNTY ENGINEER	07122022	08/08/2022	FUEL - JUNE	015-150-6551	550.22
JONES COUNTY ENGINEER	07122022	08/08/2022	FUEL - JUNE	110-211-6551	2,737.75
JONES COUNTY ENGINEER	07122022	08/08/2022	FUEL - JUNE	600-810-6551	366.67

Expense Approval Report

Payment Dates: 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JONES COUNTY ENGINEER	07122022	08/08/2022	FUEL - JUNE	610-815-6551	430.86
Vendor 000245 - JONES COUNTY ENGINEER Total:					6,350.14
Vendor: 000296 - JONES COUNTY SOLID WASTE MGMT					
JONES COUNTY SOLID WASTE	13849	08/08/2022	TRASH DISPOSAL	610-815-6783	220.50
Vendor 000296 - JONES COUNTY SOLID WASTE MGMT Total:					220.50
Vendor: 005678 - KIESLER'S POLICE SUPPLY					
KIESLER'S POLICE SUPPLY	194635	08/08/2022	JCERT	001-110-6530	188.70
Vendor 005678 - KIESLER'S POLICE SUPPLY Total:					188.70
Vendor: 005286 - KRAY/JEFF					
KRAY/JEFF	08012022	08/08/2022	PHONE REIMBURSEMENT	110-211-6373	20.00
Vendor 005286 - KRAY/JEFF Total:					20.00
Vendor: 004737 - KROMMINGA MOTORS					
KROMMINGA MOTORS	11539	08/08/2022	SKIDLOADER	110-211-6710	18,284.00
Vendor 004737 - KROMMINGA MOTORS Total:					18,284.00
Vendor: 001186 - LAWSON PRODUCTS, INC.					
LAWSON PRODUCTS, INC.	9309779203	08/08/2022	FUSE	122-210-6372	29.10
LAWSON PRODUCTS, INC.	9309787835	08/08/2022	FUSE	600-810-6472	1,043.64
Vendor 001186 - LAWSON PRODUCTS, INC. Total:					1,072.74
Vendor: 004483 - LODE/ERIC					
LODE/ERIC	08012022	08/08/2022	PHONE REIMBURSEMENT	110-211-6373	20.00
Vendor 004483 - LODE/ERIC Total:					20.00
Vendor: 006152 - MARTIN GARDNER ARCHITECTURE					
MARTIN GARDNER ARCHITEC	14	08/08/2022	POLICE STATION	351-111-6490	5,562.26
MARTIN GARDNER ARCHITEC	005	08/08/2022	DOWNTOWN PHASE 2	331-602-6490	178.00
MARTIN GARDNER ARCHITEC	15	08/08/2022	POLICE STATION	351-111-6490	10,797.61
Vendor 006152 - MARTIN GARDNER ARCHITECTURE Total:					16,537.87
Vendor: 004769 - MEDIACOM					
MEDIACOM	07122022	08/08/2022	INTERNET	001-622-6454	314.90
MEDIACOM	07202022	08/08/2022	INTERNET	001-110-6480	185.98
Vendor 004769 - MEDIACOM Total:					500.88
Vendor: 000333 - MIDWEST RADAR					
MIDWEST RADAR	172122	08/08/2022	RADAR MAINT	001-110-6530	200.00
Vendor 000333 - MIDWEST RADAR Total:					200.00
Vendor: 003950 - MISSISSIPPI VALLEY PUMP, INC.					
MISSISSIPPI VALLEY PUMP, IN	14240	08/08/2022	CONTROL PANEL ROSEMARY	610-815-6472	380.00
MISSISSIPPI VALLEY PUMP, IN	14250	08/08/2022	PULL PUMPS	610-815-6472	768.75
MISSISSIPPI VALLEY PUMP, IN	14255	08/08/2022	PUMP REPAIR	610-815-6472	6,740.00
MISSISSIPPI VALLEY PUMP, IN	14261	08/08/2022	GUIDERAILS	610-815-6555	7,165.00
Vendor 003950 - MISSISSIPPI VALLEY PUMP, INC. Total:					15,053.75
Vendor: 003491 - MUNICIPAL SUPPLY, INC.					
MUNICIPAL SUPPLY, INC.	0841465-IN	08/08/2022	SMART POINT	600-810-6504	3,344.00
Vendor 003491 - MUNICIPAL SUPPLY, INC. Total:					3,344.00
Vendor: 000357 - PETTY CASH					
PETTY CASH	07212022	08/08/2022	CERTIFIED MAIL	001-110-6508	123.80
Vendor 000357 - PETTY CASH Total:					123.80
Vendor: 000040 - RADIO COMMUNICATIONS					
RADIO COMMUNICATIONS	101036	08/08/2022	TECH SERVICE	001-110-6504	380.00
Vendor 000040 - RADIO COMMUNICATIONS Total:					380.00
Vendor: 005741 - RECREATIONAL MOTOR SPORTS					
RECREATIONAL MOTOR SPOR	58577	08/08/2022	IGNITION SWITCH	110-211-6470	50.93
RECREATIONAL MOTOR SPOR	58723	08/08/2022	GASKET	110-211-6470	12.95
RECREATIONAL MOTOR SPOR	58745	08/08/2022	FILTER	110-211-6543	30.00
RECREATIONAL MOTOR SPOR	58811	08/08/2022	SHIPPING	610-815-6431	213.10
RECREATIONAL MOTOR SPOR	58831	08/08/2022	STARTER CORD	110-211-6470	4.50
RECREATIONAL MOTOR SPOR	58840	08/08/2022	FUEL	110-211-6470	5.42
RECREATIONAL MOTOR SPOR	58858	08/08/2022	FUEL FILTER	110-211-6470	14.38

Expense Approval Report

Payment Dates: 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RECREATIONAL MOTOR SPOR	58884	08/08/2022	BEARING/SHIPPING	110-211-6470	205.99
Vendor 005741 - RECREATIONAL MOTOR SPORTS Total:					537.27
Vendor: 000364 - REDS TOWING/PETRO STOP, INC					
REDS TOWING/PETRO STOP, I	50773	08/08/2022	TOW	001-110-6474	70.00
REDS TOWING/PETRO STOP, I	50721/APD18	08/08/2022	SERVICE	001-110-6474	70.95
REDS TOWING/PETRO STOP, I	50774	08/08/2022	SERVICE/TOW/TRANSMISSIO	001-110-6474	4,172.08
REDS TOWING/PETRO STOP, I	50815	08/08/2022	SERVICE	001-110-6474	35.00
REDS TOWING/PETRO STOP, I	50827	08/08/2022	SERVICE	001-110-6474	140.11
Vendor 000364 - REDS TOWING/PETRO STOP, INC Total:					4,488.14
Vendor: 005043 - SCHIMBERG CO.					
SCHIMBERG CO.	8201850-00	08/08/2022	FRAME/SAN LID SEAL	610-815-6472	1,036.96
Vendor 005043 - SCHIMBERG CO. Total:					1,036.96
Vendor: 000426 - SHADA/TIM					
SHADA/TIM	08012022	08/08/2022	PHONE REIMBURSEMENT	610-815-6373	20.00
Vendor 000426 - SHADA/TIM Total:					20.00
Vendor: 000694 - STOREY KENWORTHY					
STOREY KENWORTHY	PINV1012490	08/08/2022	OFFICE SUPPLIES	001-622-6530	41.23
Vendor 000694 - STOREY KENWORTHY Total:					41.23
Vendor: 004863 - T & D TREE SERVICE					
T & D TREE SERVICE	595345	08/08/2022	TREE REMOVAL	001-290-6428	2,285.00
T & D TREE SERVICE	595344	08/08/2022	TREE REMOVAL	001-290-6428	11,635.00
Vendor 004863 - T & D TREE SERVICE Total:					13,920.00
Vendor: 000740 - TAPKEN'S CONVENIENCE PLUS					
TAPKEN'S CONVENIENCE PLUS	4315	08/08/2022	FUEL	043-430-6551	757.83
TAPKEN'S CONVENIENCE PLUS	4315	08/08/2022	FUEL	110-211-6551	529.70
TAPKEN'S CONVENIENCE PLUS	4315	08/08/2022	FUEL	610-815-6530	10.98
Vendor 000740 - TAPKEN'S CONVENIENCE PLUS Total:					1,298.51
Vendor: 006176 - THE HARTFORD					
THE HARTFORD	INV0000643	08/05/2022	AD&D	001-000-2208	52.20
THE HARTFORD	INV0000650	08/05/2022	LIFE INSURANCE	001-000-2208	300.15
THE HARTFORD	INV0000651	08/05/2022	LTD	001-000-2208	272.02
Vendor 006176 - THE HARTFORD Total:					624.37
Vendor: 005700 - THOMPSON TRUCK & TRAILER INC					
THOMPSON TRUCK & TRAILER	101048466	08/08/2022	INTERNATIONAL	610-815-6470	1,911.73
Vendor 005700 - THOMPSON TRUCK & TRAILER INC Total:					1,911.73
Vendor: 000393 - TREASURER STATE OF IOWA					
TREASURER STATE OF IOWA	INV0000657	08/05/2022	STATE TAX	001-000-2201	2,292.54
Vendor 000393 - TREASURER STATE OF IOWA Total:					2,292.54
Vendor: 004002 - U.S. CELLULAR					
U.S. CELLULAR	07102022	08/08/2022	CELL PHONES	001-110-6480	97.50
U.S. CELLULAR	07102022	08/08/2022	CELL PHONES	110-211-6490	63.69
U.S. CELLULAR	07102022	08/08/2022	CELL PHONES	600-810-6373	154.46
U.S. CELLULAR	07102022	08/08/2022	CELL PHONES	610-815-6373	173.96
Vendor 004002 - U.S. CELLULAR Total:					489.61
Vendor: 005465 - UNIFORM DEN, INC					
UNIFORM DEN, INC	110342	08/08/2022	UNIFORMS -JCERT	001-110-6537	797.85
Vendor 005465 - UNIFORM DEN, INC Total:					797.85
Vendor: 004565 - USA BLUE BOOK					
USA BLUE BOOK	043482	08/08/2022	DETERGENT	610-815-6530	111.23
USA BLUE BOOK	044980	08/08/2022	FLAG 21' WIRE STAFF	610-815-6530	35.37
USA BLUE BOOK	045105	08/08/2022	PUMP TUBE	610-815-6472	132.43
Vendor 004565 - USA BLUE BOOK Total:					279.03
Vendor: 000220 - VSP Insurance Co					
VSP Insurance Co	INV0000653	08/05/2022	VSP INSURANCE	001-000-2205	297.99
Vendor 000220 - VSP Insurance Co Total:					297.99

Expense Approval Report

Payment Dates: 7/26/2022 - 8/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 000398 - WALMART COMMUNITY CARD					
WALMART COMMUNITY CAR	02880	08/08/2022	SUPPLIES	001-110-6535	97.42
WALMART COMMUNITY CAR	06513	08/08/2022	SUPPLIES	610-815-6530	22.56
WALMART COMMUNITY CAR	01749	08/08/2022	SUPPLIES	044-440-6540	587.83
WALMART COMMUNITY CAR	07135	08/08/2022	SUPPLIES	043-430-6490	153.85
WALMART COMMUNITY CAR	07731	08/08/2022	COOLER	600-810-6530	27.88
Vendor 000398 - WALMART COMMUNITY CARD Total:					889.54
Vendor: 004582 - WAPSI WASTE SERVICE, INC.					
WAPSI WASTE SERVICE, INC.	4131	08/08/2022	TRASH REMOVAL	600-810-6554	65.00
Vendor 004582 - WAPSI WASTE SERVICE, INC. Total:					65.00
Vendor: 005057 - WELLMARK BLUE CROSS BLUE SHIEL					
WELLMARK BLUE CROSS BLUE	INV0000644	08/05/2022	ALLIANCE HEALTH INSURANC	001-000-2205	19,932.66
WELLMARK BLUE CROSS BLUE	INV0000645	08/05/2022	BLUE ADVANTAGE HEALTH IN	001-000-2205	2,707.13
Vendor 005057 - WELLMARK BLUE CROSS BLUE SHIEL Total:					22,639.79
Vendor: 000002 - WELTER STORAGE EQUIPMENT CO.					
WELTER STORAGE EQUIPMEN	M139398	08/08/2022	CHAIR	610-815-6535	520.00
Vendor 000002 - WELTER STORAGE EQUIPMENT CO. Total:					520.00
Vendor: 006201 - WINCAN, LLC					
WINCAN, LLC	7074	08/08/2022	ANNUAL SUPPORT PLAN	610-815-6490	1,922.80
Vendor 006201 - WINCAN, LLC Total:					1,922.80
Grand Total:					213,830.24

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	88,315.15	28,101.41
015 - FIRE SERVICE	608.12	0.00
041 - LIBRARY FUND	107.01	0.00
043 - PARKS & RECREATION	16,757.47	0.00
044 - AQUA COURT	805.58	0.00
110 - ROAD USE TAX	33,876.82	0.00
122 - LOCAL OPTION TAX 65%	29.10	0.00
331 - DOWNTOWN PROJECTS/PROGRAMS	178.00	0.00
351 - POLICE STATION RENOVATION	16,359.87	0.00
600 - WATER FUND	24,266.17	0.00
610 - WASTEWATER FUND	32,526.95	0.00
Grand Total:	213,830.24	28,101.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	4,787.16	4,787.16
001-000-2201	SIT HOLDING	2,292.54	2,292.54
001-000-2202	FICA HOLDING	9,042.50	9,042.50
001-000-2203	IPERS HOLDING	9,864.41	9,864.41
001-000-2204	PEDC HOLDING	389.44	0.00
001-000-2205	HEALTH & CANCER INS.	24,101.68	0.00
001-000-2206	MEDICARE HOLDING	2,114.80	2,114.80
001-000-2208	LIFE HOLDING	624.37	0.00
001-110-6181	ALLOWANCE, UNIFORM	441.00	0.00
001-110-6373	UTILITIES, TELEPHONE	685.64	0.00
001-110-6445	TRAINING AND REGISTR	269.00	0.00
001-110-6448	LODGING	865.67	0.00
001-110-6470	EQUIPMENT MAINT CO	124.50	0.00
001-110-6474	MAINTENANCE, VEHICLE	4,488.14	0.00
001-110-6480	COMPUTER INTERNET S	283.48	0.00
001-110-6504	EQUIPMENT, SMALL	387.29	0.00
001-110-6508	SUPPLIES, POSTAGE	123.80	0.00
001-110-6530	SUPPLIES, OPERATIONS	388.70	0.00
001-110-6535	SUPPLIES, OFFICE	97.42	0.00
001-110-6537	JCERT	1,219.64	0.00
001-110-6551	VEHICLE FUEL EXPENSES	2,367.00	0.00
001-290-6428	TREE TRIMMING/STUM	13,920.00	0.00
001-450-4553	BURIAL CHARGES	1,550.00	0.00
001-610-6514	CONTINGENCY, COUNCIL	3,500.00	0.00
001-622-6373	UTILITIES, TELEPHONE	272.59	0.00
001-622-6430	MEMBERSHIP DUES & S	81.99	0.00
001-622-6454	MAINT. CONTRACT PAGE	314.90	0.00
001-622-6470	MAINT. CONTRACT OFFI	124.50	0.00
001-622-6530	SUPPLIES, OPERATIONS	105.28	0.00
001-651-6474	MAINTENANCE, BLDGS	3,487.71	0.00
015-150-6373	UTILITIES, TELEPHONE	57.90	0.00
015-150-6551	VEHICLE FUEL EXPENSES	550.22	0.00
041-410-6373	UTILITIES, TELEPHONE	107.01	0.00
043-430-6373	UTILITIES, TELEPHONE	0.14	0.00
043-430-6475	MAINTENANCE, BLDGS	5,236.37	0.00
043-430-6490	EVENT EXPENSES	153.85	0.00
043-430-6522	EQUIPMENT, MAINTENA	10,609.28	0.00
043-430-6551	FUEL EXPENSE	757.83	0.00
044-440-6540	SUPPLIES, BLDGS. & GR	805.58	0.00
110-211-6373	UTILITIES, TELEPHONE	60.00	0.00
110-211-6470	MAINTENANCE, EQUIP	719.80	0.00
110-211-6474	MAINTENANCE, VEHICLE	376.20	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
110-211-6490	MAINT. CONTRACT PAGE	63.69	0.00
110-211-6543	SUPPLIES, STREET MAIN	46.00	0.00
110-211-6551	VEHICLE FUEL EXPENSES	3,267.45	0.00
110-211-6553	MISCELLANEOUS SUPPLI	450.40	0.00
110-211-6710	EQUIPMENT, TRUCK/AU	28,893.28	0.00
122-210-6372	ELECTRIC UTILITIES, ST LI	29.10	0.00
331-602-6490	PROFESSIONAL SERVICE	178.00	0.00
351-111-6490	PROFESSIONAL SERVICE	16,359.87	0.00
600-810-2901	ACCOUNTS PAYABLE	147.35	0.00
600-810-6373	UTILITIES, TELEPHONE	217.31	0.00
600-810-6470	PROF. SERVICES - TESTIN	85.00	0.00
600-810-6472	MAINTENANCE, SYSTEM	1,043.64	0.00
600-810-6504	EQUIPMENT, SMALL	3,344.00	0.00
600-810-6530	SUPPLIES, OPERATIONS	147.82	0.00
600-810-6531	SUPPLIES, BILLING	52.45	0.00
600-810-6551	FUEL EXPENSE	366.67	0.00
600-810-6554	MAINTENANCE, GENERA	1,215.00	0.00
600-810-6722	EQUIPMENT, OPERATIO	10,609.28	0.00
600-810-6782	WATER SYSTEM IMPROV	7,037.65	0.00
610-815-2901	ACCOUNTS PAYABLE	147.35	0.00
610-815-6373	UTILITIES, TELEPHONE	682.07	0.00
610-815-6431	SHIPPING	213.10	0.00
610-815-6445	TRAINING, REGISTRATIO	64.58	0.00
610-815-6470	MAINTENANCE, EQUIP	1,911.73	0.00
610-815-6472	MAINTENANCE, SYSTEM	10,049.14	0.00
610-815-6479	PROF. SERVICES - TESTIN	40.00	0.00
610-815-6490	MAINT. CONTRACT SOFT	1,922.80	0.00
610-815-6504	EQUIPMENT, SMALL	553.95	0.00
610-815-6530	OPERATIONS SUPPLIES	282.96	0.00
610-815-6531	SUPPLIES, BILLING	52.45	0.00
610-815-6535	SUPPLIES, OFFICE	520.00	0.00
610-815-6551	FUEL EXPENSE	430.86	0.00
610-815-6554	MAINTENANCE, GENERA	44.58	0.00
610-815-6555	WASTEWATER TREATME	7,165.00	0.00
610-815-6722	EQUIPMENT, OPERATIO	106.00	0.00
610-815-6783	WASTEWATER TREATME	220.50	0.00
610-815-6785	WASTEWTR SYSTEM IMP	8,119.88	0.00
Grand Total:		213,830.24	28,101.41

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	213,830.24	28,101.41
Grand Total:	213,830.24	28,101.41