



CITY OF ANAMOSA

CITY COUNCIL AGENDA – REGULAR SESSION

MONDAY, APRIL 25, 2022 – 6:00 P.M.
ANAMOSA LIBRARY & LEARNING CENTER
600 EAST 1ST STREET, ANAMOSA, IA 52205

Zoom Meeting Link
<https://us02web.zoom.us/j/82797939702>
Meeting ID: 827 9793 9702
Passcode: Anamosa

Join by Telephone
+1 646 558 8656 US
Meeting ID: 827 9793 9702
Passcode: 8940145

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) APRIL 11, 2022 – REGULAR COUNCIL MEETING**
- 5.0) PUBLIC HEARINGS: NONE**
- 6.0) PROCLAMATIONS: NONE**
- 7.0) OLD BUSINESS:**
 - 7.1) REVIEW AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY FOR THE FIRE STATION ADDITION PROJECT. (Ron Hinds)**
 - 7.2) REVIEW AND APPROVAL OF POSITION PROFILE AND JOB ANNOUNCEMENT FOR CITY ADMINISTRATOR/CLERK (Elizabeth Hansen)**
 - 7.3) PROJECT STATUS UPDATE FROM SNYDER & ASSOCIATES (Lindsay Beaman)**
 - 7.4) PROJECT STATUS UPDATE FROM HR GREEN (Josh Scanlon, Jeremy Kaemmer)**
 - 1. REVIEW AND APPROVAL OF JORDAN WELL #6, BID PACKAGE 2-CHANGE ORDER NO. 3**
 - 2. REVIEW AND APPROVAL OF S. BOOTH STREET WATER MAIN & STORM SEWER REPLACEMENT-AMENDEMNT NO. 1**
 - 3. REVIEW AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR ANAMOSA 2022 SIDEWALK PROGRAM.**
 - 7.5) PROJECT STATUS UPDATE ON DOWNTOWN REVITALIZATION FAÇADE IMPROVEMENT PROJECT (Derek Lumsden)**
 - 1. REVIEW AND APPROVAL OF CHANGE ORDER NO. 23**
- 8.0) NEW BUSINESS**
 - 8.1) DISCUSSION AND POSSIBLE ACTION ON JONES COUNTY PUBLIC HEALTH BOARD APPOINTMENT (Jess Wiedenhoff)**

8.2) **DISCUSSION AND POSSIBLE ACTION** ON SENIOR DINING CENTER FIRE SYSTEM UPDATE
(Lisa Tallman-Senior Dining Center)

8.3) **REVIEW AND APPROVAL** OF APPLICATION OF NICHOLAS MOORE TO JOIN THE
ANAMMOSA VOLUNTEER FIRE DEPARTMENT.

8.4) **REVIEW AND APPROVAL** OF PROFESSIONAL SERVICES AGREEMENT WITH SALLY
HINRICHSEN FOR CERTIFIED PUBLIC ACCOUNTING ASSISTANCE.

8.5) **REVIEW AND APPROVAL** OF AMENDED JOB DESCRIPTIONS-CITY OF
ANAMOSA/ADMINISTRATION DEPARTMENT

8.6) **RESOLUTION** APPROVING THE HIRING AND SETTING SALARIES OF SEASONAL PART
TIME EMPLOYEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE 2022
SUMMER SEASON. **ROLL VOTE**

8.7) **REVIEW AND APPROVAL** OF CURRENT BILLS

9.0) CITY ADMINISTRATOR’S REPORT:

10.0) MAYOR AND COUNCIL REPORTS:

10.1) MAYOR’S REPORT

10.2) COUNCIL REPORTS

11.0) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

12.0) ADJOURNMENT

STATEMENT OF COUNCIL PROCEEDINGS
April 11, 2022

The City Council of the City of Anamosa met in Regular Session April 11, 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, Jeff Stout, Alan Zumbach, Teresa Tuetken and Brooke Gombert. Absent: Kay Smith. Also present were Jeremiah Hoyt, Interim City Administrator/City Clerk, Dana Laidig, Deputy City Clerk, Shane Brown, Street Superintendent, Steve Agnitsch, Utilities Superintendent, Rob Young, Assistant Utilities Superintendent, Shelley Carr, Parks & Recreation Director, Rachel Frank, Wastewater Trainee, 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 Zumbach to approve the agenda. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Crump to approve the minutes of the March 28, 2022 Regular City Council meeting. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Gombert to approve the minutes of the March 30, 2022 Special Council Meeting. Ayes: all. Nays: none. Motion carried.

Motion by Stout, second by Crump to table the professional services agreement with Shive-Hattery for the Fire Station Addition Project in the amount of \$123,900.00 with a termination date of July 30, 2022 for the next meeting. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach that Resolution 2022-24 for the Community Development Block Grant Sub-recipient Procurement policies and procedures be approved. Ayes: Crump, Gombert, Stout, Tuetken, Zumbach. Nays: None. Absent: Smith. Resolution adopted.

Update on the Dillon Military Bridge presented by Tom Durgin and Nate Miller, Origin Design.

Motion by Crump, second by Gombert to table the request to establish an amendment to the 28E Agreement between the City of Anamosa and Jones County for establishing ownership, control, and maintenance of the Dillon Military Bridge for after a meeting with the Jones County Board of Supervisors. Ayes: all. Nays: none. Motion carried.

Motion by Crump, second by Zumbach to reach out to the Jones County Board of Supervisors to schedule a joint meeting to discuss an amendment to the 28E Agreement between the City of Anamosa and Jones County for establishing ownership, control, and maintenance of the Dillon Military Bridge Ayes: all. Nays: none. Motion carried.

Presentation from the Jones County Public Health regarding board appointment was tabled due to a scheduling conflict with Jess Wiedenhoff.

Motion by Zumbach, seconded by Crump that Resolution 2022-25 for the designation of SLFRF funds for the City of Anamosa be approved. Ayes: Crump, Gombert, Stout, Tuetken, Zumbach. Nays: None. Absent: Smith. Resolution adopted.

Motion by Crump, seconded by Gombert that Resolution 2022-26 for a quote from Cahoy Pump Service for restoration of Well #4 in the amount of \$129,970.00 be approved as recommended by Steve Agnitsch, Utilities Superintendent. Ayes: Crump, Gombert, Stout, Tuetken, Zumbach. Nays: None. Absent: Smith. Resolution adopted.

Motion by Crump, seconded by Stout to approve the Booth Street Project plans and specifications be approved. Ayes: All. Nays: None. Motion carried.

Motion by Crump, seconded by Zumbach that Resolution 2022-27 for the appointment of Sandy Bunce to the Library Board of Trustees to fill the term ending June 30, 2025 be approved. Ayes: Crump, Gombert, Stout, Tuetken, Zumbach. Nays: None. Absent: Smith. Resolution adopted.

Motion by Crump, seconded by Zumbach to approve the current bills. Ayes: All. Nays: None. Motion carried.

Vendor Name	Payable Description	Total Payments
941 TAX EFT PAYMENT	SOCIAL SECURITY TAX	13389.13
ACCESS SYSTEMS LEASING	MTHLY COPIER	249
AGVANTAGE FS, INC	GENERATOR FUEL	1037.84
ALLIANT ENERGY	ELECTRIC	29602.52
AMAZON CAPITAL SERVICES	FALL PROTECTION	738.79
AT&T MOBILITY	MONTHLY CELL PHONE	647.59
AVENU	APRIL APPLICATION SOFTWARE/HARDWARE	3652.59
BOOMERANG	WELL #6	104321.9
CENTURYLINK	MTHLY PHONE	901.53
CHEM RIGHT LABORATORIES INC	MTHLY BAC TESTING	85
CITY OF ANAMOSA	FLEX - MEDICAL	150.38
DELTA DENTAL PLAN OF IOWA	DELTA DENTAL INSURANCE	1056.48
DORSEY & WHITNEY LLP	WATER SYSTEM IMPROVEMENTS	10000
DRJ GROUP LLC	ANNUAL FIRE EXTINGUISHER MAINT	2012.9
EMPLOYEE GROUP SERVICES LTD	GROUP INSURANCE ADMIN FEE	166.25
FRAZIER/SPENCER	MTHLY PHONE REIMBURSEMENT	20
GALL'S INC.	MEDAL OF VALOR	78.25
GRAYBILL COMMUNICATIONS	RADIO BATTERIES	514.1
HOWARD R GREEN	S BOOTH ST WATER MAIN PROJ	37126.75
HURCO TECHNOLOGIES INC	SMOKE BLOWER TANK	155.54
IOWA ASSOC. OF MUNICIPAL UTIL.	APRIL-JUNE SAFETY TRAINING	4540.04
IOWA DEPT OF NATURAL RESOURCES	BOOTH ST WATER PERMIT	179.92
IOWA LAW ENFORCEMENT ACADEMY	MMPI TRANSFER	50
IOWA MUNICIPAL FINANCE OFFICER	RE-ISSUE	250
IPERS COLLECTIONS	IPERS	9551.48
JJ MERRILL CUSTOM FABRICATION	SKID LOADER REPAIR	1398.41
JONES COUNTY ECONOMIC DEVELOP-	4TH QTR FY22 CONTRIBUTION	3750
JONES COUNTY SOLID WASTE MGMT	MONROE BALLFIELD BATHROOM	664.4
JONES COUNTY TREASURER	PROPERTY TAX 2020 - 306 N DAVIS ST	719

KIESLER'S POLICE SUPPLY	AMMO	1375.86
KRAY/JEFF	MTHLY PHONE REIMBURSEMENT	20
KUNKEL/DEREK	MEAL REIMBURSEMENT	157.1
LAWSON PRODUCTS, INC.	WELD-ON HOOKS	405.84
LODE/ERIC	MTHLY PHONE REIMBURSEMENT	20
MARTIN GARDNER ARCHITECTURE	DOWNTOWN FACADE PHASE 2	9000
MCALDER	WATER COOLER RENT	53
MEDIACOM	INTERNET SERVICED	79.49
NAYLOR SEED CO	GRASS SEED	375
ORIGIN DESIGN CO.	STALLION CREEK WATERWAY IMPROVEMENT	3079
PAYMENT SERVICE NETWORK	SERVICES APRIL	68.2
RECREATIONAL MOTOR SPORTS	SHIPPING CHRGS - TESTING	226.27
REDS TOWING/PETRO STOP, INC	VEHICLE MAINT	1174.38
REXCO EQUIPMENT	SKID LOADER RENTAL	2250
SCHMITZ JANITORIAL SUPPLY	GLOVES	500
SELECT SERVICE	PUMP SERVICE - PIT	2600
SHADA/TIM	MTHLY PHONE REIMBURSEMENT	20
SIOUX SALES COMPANY	FIREARM SUPPLIES	5879.4
SNYDER & ASSOCIATES INC.	2ND ST LIFT PHASE 2	13500
ST LUKES	WORK COMP	41
SUPERIOR APPLIANCE	REFRIGERATOR	619
T&W GRINDING & COMPOST SERVICE	BRUSH PILE GRINDING	2700
THE HARTFORD	LIFE INSURANCE	693.84
TREASURER STATE OF IOWA	STATE TAX	2141.83
U.S. CELLULAR	MTHLY CELL PHONE	262.38
US POSTMASTER	POSTAGE - REMINDER NOTICES	129.1
USA BLUE BOOK	LOCATING SUPPLIES	354.81
VSP Insurance Co	VSP INSURANCE	318.97
WALMART COMMUNITY CARD	OFFICE SUPPLIES	518.3
WELLMARK BLUE CROSS BLUE SHIEL	ALLIANCE HEALTH INSURANCE	21943.74
Total		297516.3

Jeremiah Hoyt, Interim City Clerk/City Administrator presented the City Administrator's report. No report.

Mayor and Council Reports: The Mayor wanted to thank the Council for the very productive meeting and appreciated the engagement and open discussion. Crump informed everyone that the Tourism Board will be moving to the Grant Wood Building. He also does not wish to be paid for the March 30, 2022 Special Council Meeting.

Public Comments: Dan Frank and Nancy Schaefer gave public comments.

There being no further business to come before the Council the meeting adjourned at 7:11pm.

Rod Smith, Mayor

ATTEST:

Dana Laidig, Deputy Clerk

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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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

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:

Int.

(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.

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§ 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)

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§ 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.

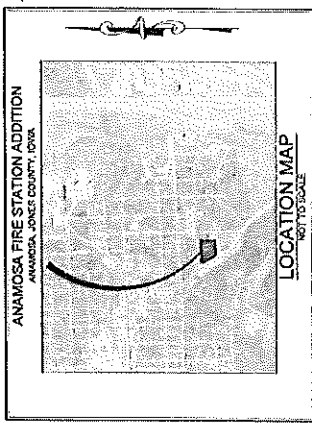
OWNER (Signature)

Beth Brundage, City Administrator
(Printed name and title)

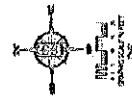
ARCHITECT (Signature)

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

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SITE PLAN ANAMOSA FIRE STATION ADDITION ANAMOSA, JONES COUNTY, IOWA EXHIBIT-A



LEGEND

1. EXISTING BUILDING
2. PROPOSED BUILDING
3. EXISTING DRIVEWAY
4. PROPOSED DRIVEWAY
5. EXISTING PAVEMENT
6. PROPOSED PAVEMENT
7. EXISTING UTILITY
8. PROPOSED UTILITY
9. EXISTING FENCE
10. PROPOSED FENCE
11. EXISTING LANDSCAPE
12. PROPOSED LANDSCAPE
13. EXISTING SIGNAGE
14. PROPOSED SIGNAGE
15. EXISTING LIGHTING
16. PROPOSED LIGHTING
17. EXISTING SECURITY
18. PROPOSED SECURITY
19. EXISTING ACCESS
20. PROPOSED ACCESS
21. EXISTING EGRESS
22. PROPOSED EGRESS
23. EXISTING ENTRY
24. PROPOSED ENTRY
25. EXISTING EXIT
26. PROPOSED EXIT
27. EXISTING STAIR
28. PROPOSED STAIR
29. EXISTING ROOF
30. PROPOSED ROOF
31. EXISTING FLOOR
32. PROPOSED FLOOR
33. EXISTING WALL
34. PROPOSED WALL
35. EXISTING CEILING
36. PROPOSED CEILING
37. EXISTING DOOR
38. PROPOSED DOOR
39. EXISTING WINDOW
40. PROPOSED WINDOW
41. EXISTING PORCH
42. PROPOSED PORCH
43. EXISTING PATIO
44. PROPOSED PATIO
45. EXISTING DECK
46. PROPOSED DECK
47. EXISTING BALCONY
48. PROPOSED BALCONY
49. EXISTING TERRACE
50. PROPOSED TERRACE
51. EXISTING WALKWAY
52. PROPOSED WALKWAY
53. EXISTING DRIVE
54. PROPOSED DRIVE
55. EXISTING ALLEY
56. PROPOSED ALLEY
57. EXISTING COURT
58. PROPOSED COURT
59. EXISTING LANE
60. PROPOSED LANE
61. EXISTING ROAD
62. PROPOSED ROAD
63. EXISTING HIGHWAY
64. PROPOSED HIGHWAY
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69. EXISTING PARKWAY
70. PROPOSED PARKWAY
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72. PROPOSED DRIVEWAY
73. EXISTING ALLEYWAY
74. PROPOSED ALLEYWAY
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CONSTRUCTION NOTES

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PROPOSED REMOVALS

NUMBER	REMARKS
01	EXISTING BUILDING
02	EXISTING DRIVEWAY
03	EXISTING PAVEMENT
04	EXISTING UTILITY
05	EXISTING FENCE
06	EXISTING LANDSCAPE
07	EXISTING SIGNAGE
08	EXISTING LIGHTING
09	EXISTING SECURITY
10	EXISTING ACCESS
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26	EXISTING WALKWAY
27	EXISTING DRIVE
28	EXISTING ALLEY
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32	EXISTING HIGHWAY
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STANDARD LEGEND AND NOTES

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PAVING REMOVAL LEGEND

DEMOLITION REMOVALS

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01	EXISTING BUILDING
02	EXISTING DRIVEWAY
03	EXISTING PAVEMENT
04	EXISTING UTILITY
05	EXISTING FENCE
06	EXISTING LANDSCAPE
07	EXISTING SIGNAGE
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77	EXISTING HIGHWAYWAYWAYWAYWAYWAYWAYWAY
78	EXISTING AVENUEWAYWAYWAYWAYWAYWAYWAY
79	EXISTING BOULEVARDWAYWAYWAYWAYWAYWAYWAY
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98	EXISTING PARKWAYWAYWAYWAYWAYWAYWAYWAYWAYWAYWAY
99	EXISTING DRIVEWAYWAYWAYWAYWAYWAYWAYWAYWAYWAYWAY
100	EXISTING ALLEYWAYWAYWAYWAYWAYWAYWAYWAYWAYWAYWAY

DEMOLITION NOTES

1. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS.

2. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF AT AN APPROVED LOCATION.

3. ALL SAFETY MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

4. ALL ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED.

5. ALL NEIGHBORS SHALL BE NOTIFIED OF CONSTRUCTION ACTIVITIES.

6. ALL NOISE LEVELS SHALL BE MONITORED AND KEPT TO A MINIMUM.

7. ALL VIBRATION LEVELS SHALL BE MONITORED AND KEPT TO A MINIMUM.

8. ALL AIR QUALITY SHALL BE MONITORED AND KEPT TO A MINIMUM.

9. ALL WATER QUALITY SHALL BE MONITORED AND KEPT TO A MINIMUM.

10. ALL SOIL QUALITY SHALL BE MONITORED AND KEPT TO A MINIMUM.

11. ALL VEGETATION SHALL BE PROTECTED AND REPLANTED AS NECESSARY.

12. ALL HISTORIC FEATURES SHALL BE IDENTIFIED AND PROTECTED.

13. ALL CULTURAL RESOURCES SHALL BE IDENTIFIED AND PROTECTED.

14. ALL ANTHROPOLOGICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

15. ALL ARCHAEOLOGICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

16. ALL PALEONTOLOGICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

17. ALL BOTANICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

18. ALL ZOOLOGICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

19. ALL MINERAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

20. ALL GEOLOGICAL REMAINS SHALL BE IDENTIFIED AND PROTECTED.

21. ALL COSMOLOGICAL REMAINS SHALL BE IDENTIFIED AND PRO

[illegible]

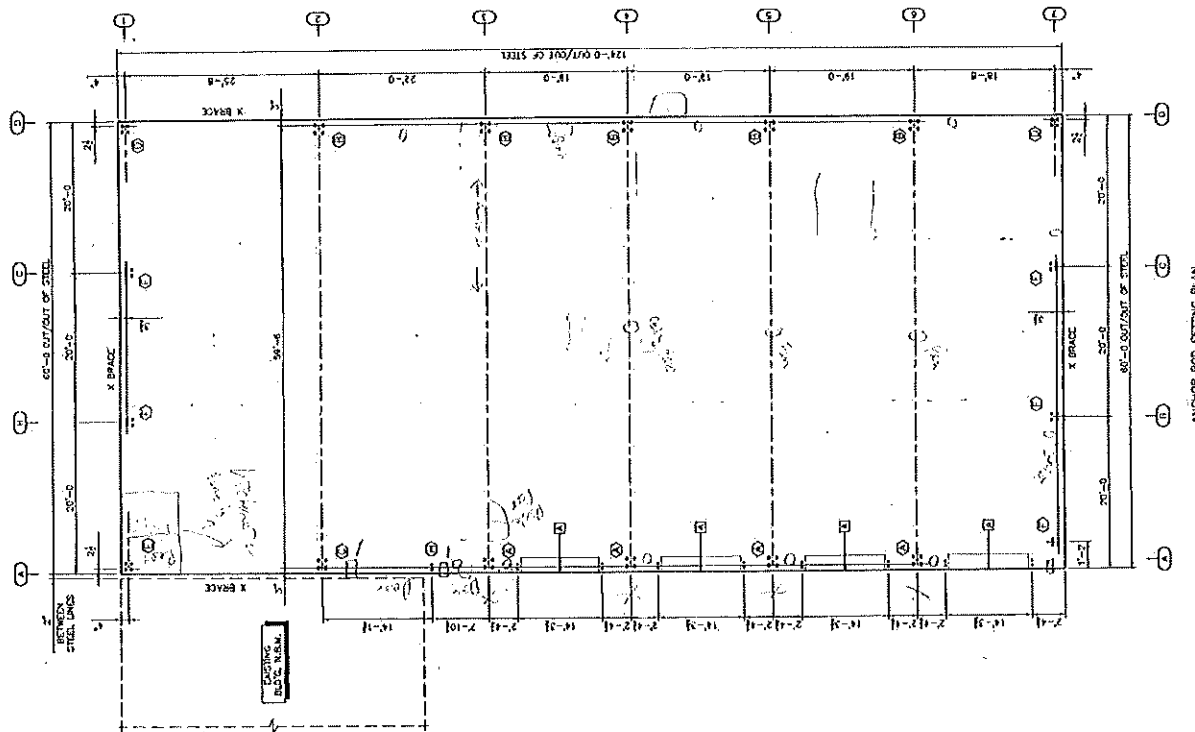
.....

CHAS. H. WILSON, JR.

ACCESSORY SCHEDULE		
MARK	DESCRIPTION	DETAIL QUAN.

ANCHOR BOLTS TO BE DESIGNED BY FOUNDATION ENGINEER USING DIAMETERS SHOWN IN THIS TABLE.

ANCHOR ROD DESCRIPTION	QUANTITY
3" DIA. ANCHOR X	50



1997

[illegible]

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: March 15, 2022

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.
- 1.2 Perform 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.

ADD Hourly Fee: \$15,000

We will perform the above scope of work on an hourly basis w/o a maximum cost. We will notify you prior to exceeding this amount.

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 Change	\$ 6,900
Amendment-2 Add Construction Admin:	\$ 15,000
Add Expenses:	\$ 2,500

Total Fee: \$123,900

Schedule Adjustment:

Contract Terminates: July 30, 2022

SIGNATURES:

Shive-Hattery, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Ronald L. Hinds, Project
Manager

PRINTED NAME AND TITLE

March 15, 2022

DATE

City of Anamosa, IA

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY AMINISTRATOR/CITY CLERK ANAMOSA, IOWA

Anamosa, Iowa, population 5,450 is seeking a champion of customer service; a proven leader who is a problem solver, skilled communicator, and team builder to serve as the next City Administrator/City Clerk. Anamosa is centrally located; just 30 miles east of Cedar Rapids, 35 miles north of Iowa City and 45 miles West of Dubuque, Iowa. The City Administrator/City Clerk has eight direct reports. There are a total of 31 full time employees. The annual operating budget is approximately \$10 Million. To learn more about Anamosa, the position profile and job description, visit their website at <https://www.anamosa-iowa.org/>.

The successful candidate will have knowledge with economic development and tax increment financing, long and short-term financial planning experience, and be an active and approachable ambassador for the community.

Education

- A Bachelor's Degree majoring in public administration, business management, law, political science, accounting, finance, economics, or related field. An equivalent combination of seven to ten (7-10) years related education/experience may be considered.

Experience

- Three (3) years of progressively responsible municipal administrative experience or similar experience sufficient to successfully perform the essential duties of the job such as those listed in the job description.

Salary and benefits

- \$100,000 to \$120,000 annually, depending upon qualifications
- Holidays, Vacation, and Personal Sick Leave
- Health, Vision, Dental, Short-term Disability and Life Insurance are available
- IPERS retirement benefits are available

Car Allowance

- A vehicle is provided or mileage reimbursement
- Must obtain valid Iowa Driver's License

Cell Phone

- Cell phone is available

Residency

- Residency within the city limits is required within six months of employment, unless an extension is necessary and agreed upon by both parties

Additional Information

Confidential materials such as a cover letter, resume, salary history, and five professional references should be sent to:

Elizabeth Hansen, Midwest Municipal Consulting LLC

ehansen.mmc@gmail.com

515-391-9816

Applications are due no later than noon CST on **May 20, 2022**.

The City of
Anamosa, Iowa
seeks a
champion of
customer
service; a proven
leader who is a
problem solver,
skilled
communicator,
and team builder
to serve as the
next...



CITY ADMINISTRATOR/ CITY CLERK

The City of Anamosa, Iowa is a town of 5,450 located in Jones County. The city is 30 miles from Cedar Rapids, 35 miles from Iowa City and 45 miles from Dubuque. Anamosa neighboring cities include Monticello, Mt. Vernon, and Springville.

Anamosa was founded in 1838 when it was a settlement of Buffalo Forks. It was incorporated in 1856 as Lexington, and in 1877, it was reincorporated as a city and renamed Anamosa. The city got the name 'Anamosa' from when the town was visited by a Native American family who had a daughter named Anamosa who was very engaged with the townspeople.

Anamosa is a very welcoming community with lots of restaurants, parks, activities and events to attend! There are over 8 parks in the city with Wapsipinicon Park being one of the oldest state parks!

Anamosa is the perfect place to raise a family. There are 4 K-12 schools in Anamosa; Strawberry Hill Elementary, Anamosa Middle School, Anamosa High School, and Anamosa Riders' Kids Club. The mission of Anamosa Community School District is to provide all students educational opportunities to learn and achieve in a rapidly changing global society. The closest universities to Anamosa are Kirkwood Community College in Monticello, Cornell College in Mt. Vernon, and the University of Iowa & Kirkwood Community College located in Iowa City.

More information on the community is available at:

City: www.anamosa-iowa.org

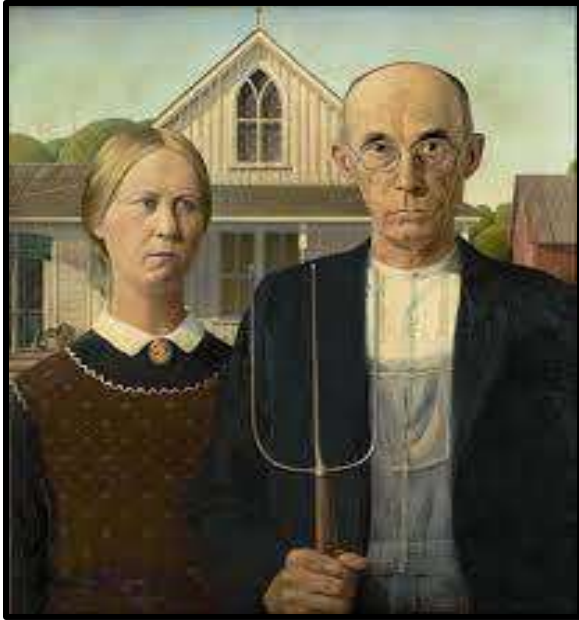
Anamosa Community School District: www.anamosa.k12.ia.us

Jones County Development:

www.jonescountydevelopment.com



The Community



Health Care & Churches: Jones Regional Medical Center Emergency Medicine, located in Anamosa, provides multiple health services for Jones County. Anamosa is home to 10 churches.



Local Attractions: Local Attractions: Anamosa is home to many attractions including the National Motorcycle Museum which brings visitors from near and far. The Grant Wood Art Gallery showcases Iowa's most famous artist's, Grant Wood, work. The gallery is dedicated to preserving and promoting the history of Wood in his birthplace of Anamosa. Anamosa also is home to Starlighters Theater which showcases many theatrical performances, events, and much more!



Community Center: Anamosa is home to the Lawrence Community Center that provides numerous services for the city. The center has 3 basketball courts with one able to convert to two volleyball courts as well as 3 racquetball courts. There are both cardio rooms and weight rooms available for use as well as locker rooms to change in. A television lounge and piano lounge are located at the front of the building with vending machines at your convenience. Lastly, there are also meeting and banquet facilities available to rent for meetings, birthday parties, fitness classes, and other occasions.

Library: The Anamosa Library and Learning Center has a mission to provide excellence in services and resources to bring people and information together. The library offers multiple services such as study rooms for students, public computers for both adults and children, copier services, and plenty of other activities for all ages to enjoy.

The Community, continued...

Parks and Rec: Wapsipinicon Park is not only a historic park for the city of Anamosa, but also one of the oldest parks in the state of Iowa. The park is located on the southwest end of the city and offers activities such as golf, hiking, camping, and fishing in the Wapsipinicon River (above). The river got its name from a folk tale. The legend said that a Native American maiden and her lover jumped off a bluff into the river. The names of the couple were Wapsi and Pinicon. Wapsipinicon Park is not the only park in Anamosa. Stallion Creek Park is home to many gardens, regularly kept by the Garden Club. Remley Woods offers open fields, a trail to hike, as well as picnic tables for camping. Fountain Park and Anamosa Arboretum provide very beautiful natural art with multiple gardens and flower beds for visitors to observe. Anamosa has multiple parks for sporting events for local townspeople and visitors to come watch teams play baseball and softball.



City Pool: The Anamosa Aqua Court offers numerous amenities for its guests including but not limited to an amazing 100 foot water slide, spray pool with a fountain, Snack Shack concessions, and much more!



Police: The Anamosa Police Department has 3 core values: dedication, community, and integrity. They are dedicated to their oath of office, impartially enforcing laws and upholding the constitution. With empathy and understanding, they will selflessly serve their city and with moral principles, they will demonstrate honesty and respect. Anamosa Police Department consists of a chief of police, an administrative assistant, a sergeant, 6 full time officers and 3 part-time officers.

Fire: Anamosa Fire Department demonstrates dedication, commitment and training, courage, and strength to protect their city. They protect nearly 6,000 residents in Anamosa as well as the citizens of Stone City and Amber. The fire department covers over one hundred square miles of farms and residential areas on top of two parks, Wapsipinicon State Park and Linn County Matsel Park.

Governance and the Organization

Anamosa operates under a Mayor-Council form of government with a Council and appointed City Mayor. The community elects a mayor every two years and six city council members serve four years with overlapping terms, so that three seats are open every two years. The council meets on the second and fourth Monday of every month at 6pm.

Anamosa is a full government service community with 8 departments including Administration, Fire, Police, Library, Streets, Water, Wastewater, and Parks & Recreation. There are 31 and 13 full-time and part-time employees, respectively with 45-50 seasonal employees.

The city of Anamosa currently has a levy rate of 14.68. They currently have a revenue of 8 million with 10 million in expenditures. The city's finances are solid and stable.

Leadership and Innovation Opportunities

Current Priorities and Projects: The City would like to hold a goal setting work session soon after appointment of the next City Administrator/City Clerk. The next City Administrator/City Clerk will participate in the process and will be expected to develop long-term strategies that will help the city address the current projects and priorities:

- ◆ Fire Station Addition Completion
- ◆ Old Dubuque Road Extension Project
- ◆ Phase 2 Downtown Revitalization
- ◆ Downtown Beautification
- ◆ Bike Trail Expansions
- ◆ Welcome Signage
- ◆ Police Department Relocation
- ◆ Code Enforcement
- ◆ Housing Programs
- ◆ Infrastructure Improvements
- ◆ Update Comprehensive and Annexation Plans
- ◆ New Swimming Pool
- ◆ Capital Improvement Planning
- ◆ Code Codification
- ◆ Childcare Center



Desired Capabilities



The city administrator/city clerk oversees the day-to-day business of the city and is the public relations contact person. This means being present and accessible, approachable, friendly, having an open-door policy and offering information on a regular basis to maintain an acceptable level of transparency. Strong presentation and communication skills; both orally and written, will be important.

The city of Anamosa seeks a visionary leader. The ideal candidate will have an ability to see the big picture, be a strategic thinker and leader with the ability to make sound decisions that are in the best interest of the city.

The city administrator/city clerk should have a management style that values employee involvement and promotes fairness. The city administrator/city clerk's team-building characteristics should include the understanding and flexibility in allowing employees and supervisors the latitude to make decisions on how to meet objectives, resulting in a higher level of job satisfaction and performance. The city administrator/city clerk's ability to promote inter-department and community communication and collaboration is vitally important to maintain the city's cooperative relationships among departments and with local groups and organizations.

The city of Anamosa enjoys financial stability, maintaining the same levy rate for several years. It is important that the candidate has budgeting and fiscal management experience to maintain the city's sound financial standing. Forecasting long-term needs, planning and awareness of bonding practices and Tax Increment Financing (TIF) is critical.

Anamosa is working on economic growth and redevelopment. The city administrator/city clerk will lead the city on economic development efforts and can use these resources to stimulate development and redevelopment, especially workforce and rental housing.

Specific traits identified:

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Leadership for the staff, Boards and City Council to provide technical consultation and a recommendation on policies, services and programs ▪ Understand fiscal administration of budgets and forecasting needs ▪ Strategic, Comprehensive, Capital Improvement and Equipment Revolving | <p>Planning</p> <ul style="list-style-type: none"> ▪ Long-term financial planning, budgeting and knowledge of Tax Increment Financing (TIF) ▪ Infrastructure repair/replacement and Capital Improvement Planning ▪ Comfortable being a public figure; approachable and personable |
|---|--|



Midwest Municipal Consulting

- Performance evaluation, staff development, and team building
- Accept/evaluate new ideas; open Champions a customer service environment at all levels within the organization, demonstrates active listening
- Project Manager
- Experience in leading dynamic projects
- Fosters relationships with community partners, regional entities and other communities
- Experience managing human resource matters
- Is an ambassador for the City; an advocate for the objectives of the city

Education, Experience and Training

A Bachelor of Science Degree majoring in public administration, political science, accounting, finance, business management or administration, economics or a related field is required for the City Administrator/city clerk position and 3 years in municipal government and supervisory experience. An equivalent combination of related experience/education may be considered.

Compensation and Benefits

The salary range is \$100,000 to \$120,000 annually, depending on experience. Benefits include a choice between IPERS or ICMA retirement benefits, life and short-term disability, medical, vision and dental insurance. Holiday and Paid Time Off, including vacation and medical leave benefits. A vehicle allowance or mileage reimbursement is available. A cellular phone is provided or a stipend is available. Residency within the City Limits is required within six months of employment.

How to Apply

Submit your cover letter, resume, salary history and five work related references by noon CST on May 20, 2022 to Midwest Municipal Consulting, LLC. at Ehansen.mmc@gmail.com. See full job description at <https://www.anamosa-iowa.org/>. For more information, please contact Elizabeth Hansen by calling 515-391-9816.

Tentative Timeline

Applications will be accepted until noon CST	May 20, 2022
Screening/written and/or phone interviews	June 1, 2022
Selection of finalists and background checks begin	June 13, 2022
Interviews	June 25, 2022
City Council may consider new city manager appointment	July 5, 2022





Memorandum

To: City of Anamosa

Date: April 25, 2022

From: Snyder & Associates

RE: Engineers' Report

CITY PROJECTS

WWTP Flow Equalization Basin

We are finalizing the 60% plans and specifications to provide to Steve for his review before submitting them to the DNR. We are also coordinating with ECICOG on CDBG funding timeframe and the schedule moving forward.

2nd Street Lift Station – Phase 2

We are continuing to coordinate with the consultant preparing the bridge plans to further help minimize design conflicts. Our next target submittal date to the City is Final Plans on May 6th for comments. Following this review, we will address any comments received and proceed with developing print docs.

Old Dubuque Road Extension and Roundabout

On April 19, 2022, a total of two bids were received for the Old Dubuque Road Extension and Roundabout project. The low bid was submitted by Boomerang Corp. with a bid amount of \$2,157,477.67. The Engineer's Opinion of Probable Construction Costs was \$2,359,000. Attached is our recommendation to award the project to Boomerang Corp. The Iowa DOT will be sending an email instructing the City to take action to either award the contract to the low bidder or reject all bids. This email will also include a tabulation of bids as well as Doc Express instructions which will need to be used for the signing of the contract. This project has a late start date of June 13th and has been assigned 120 working days for the Contractor to complete the work.



April 25, 2022

Anamosa Mayor and City Council
107 South Ford Street
Anamosa, IA 52205

RE: OLD DUBUQUE ROAD EXTENSION AND ROUNDABOUT
BID LETTING RESULTS AND RECOMMENDATION TO AWARD

Dear Mayor and Council:

On April 19, 2022, a total of two bids were received for the Old Dubuque Road Extension and Roundabout project. The low bid was submitted by Boomerang Corp. with a bid amount of:

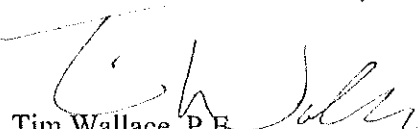
**Two Million, One Hundred Fifty-Seven Thousand, Four Hundred Seventy-Seven Dollars
and Sixty-Seven Cents\$2,157,477.67**

The Engineer's Opinion of Probable Construction Costs was \$2,359,000.

Snyder & Associates, Inc. recommends awarding the contract to Boomerang Corp. If you have any questions, please contact me at (319) 362-9394.

Sincerely,

SNYDER & ASSOCIATES, INC.


Tim Wallace, P.E.
Project Manager



▷ 8710 Earhart Lane SW | Cedar Rapids, IA 52404
Main 319.841.4000 • Fax 319.841.4012

▷ HARGREEN.COM

HRGreen®

April 8, 2022

Jeremiah Hoyt
City Administrator
City of Anamosa
107 S. Ford Street
Anamosa, IA 52205

Re: Anamosa, IA – Jordan Well 6, Bid Package 2- Change Order No. 3

Dear Jeremiah,

Attached is Change Order No. 3 for the above-referenced project. Due to recent regulatory changes with the Iowa DNR, the utility transformer was shifted closer to the wellhouse building while maintaining the required setback distance to the wellhead. This change provides a cost savings for the project, see attached Change Order from Boomerang Corp. We have reviewed the Change Order proposal and recommend proceeding with the change for the cost reduction as identified.

Sincerely,
HR GREEN, INC

A handwritten signature in black ink, appearing to read 'Josh Scanlon'.

Josh Scanlon, PE
Project Manager

J:\2019\190261\Construction\Change_Management\Change_Orders\BP2\CO-03\ltr-20220408-Jordan_Well_6-BP_2-Change_Order_3.docx

BOOMERANG

Request for Change

13225 Circle Drive Suite A
PO Box 227
Anamosa, IA 52205

RFC Number: 6
Date: 03/29/2022

Regarding:

On March 25, 2022 Josh sent a request for a cost change to move the utility transformer closer to the building. This RFC reflects the deduct cost to move the transformer to the specified location on the plan sheet.

To:

Job Site:

Anamosa Jordan Well Pckg 2
107 S. Ford Street
Anamosa, IA 52205

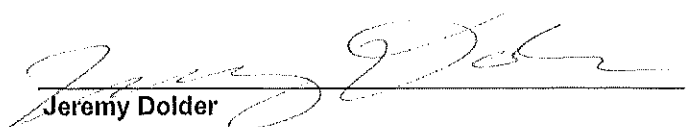
Requested By: Jeremy Dolder	Phone: (319) 462-4435	E-mail: jeremyd@boomerangcorp.com
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Recipients:	Phone:	E-mail:
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Requested Change:	U/M	Qty	Unit Price	Change to Contract
Deduct for Moving the Transformer next to the building	LS	1.0	- 2,157.91	- 2,157.91

RFC Total	(\$2,157.91)
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Please respond by: 03/29/2022


Jeremy Dolder
Boomerang Corp.



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 25 day of APRIL, 2022 by and between, CITY OF ANAMOSA the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

S Booth Street Water Main & Storm Sewer Replacement

hereby amends the original Professional Services Agreement dated September 27, 2021 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

HR Green will provide Construction-Phase services for the project, including the following:

Construction Administration

1. Coordinate and conduct a preconstruction conference with CLIENT, COMPANY, Contractor, subcontractors, and other public and private utility companies. One (1) meeting is anticipated. Prepare and distribute meeting minutes to all attendees.
2. Review necessary shop drawings, samples, and manufacturer's data that the contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. Such review shall not extend to means, methods, techniques, sequences, or procedures of construction.
3. Provide general correspondence with CLIENT, General Contractor, subcontractors, and suppliers throughout the project duration, estimated as a 11-month duration through Final Completion. Act as CLIENT's representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of Contractor, however, the Engineer cannot guarantee the performance of any Contractor.
4. Provide general engineering review of the work of the Contractor as construction progresses to ascertain that the Contractor is conforming to the design concept.
5. Attend regularly scheduled jobsite construction meetings. These meetings are anticipated to be scheduled monthly, with an estimated 6 meetings until the contractual Substantial Completion date.
6. Review contractor's applications for monthly progress payments and final payment, and when approved submit to CLIENT for payment.
7. Review contractor's request for change orders, advise CLIENT of the merit and reasonableness of request, and when finalized submit to CLIENT for approval.



8. Make one pre-final inspection and develop punch lists of items remaining to be completed by each contractor for the two bid packages. Make a final punchlist inspection site visit to verify completion of punch list items. Two trips total are included.
9. Submit to CLIENT a statement of substantial completion for the project.
10. Obtain from CLIENT written final acceptance of the completed project.
11. Prepare record drawings based on construction records provided by contractor. Provide to CLIENT both reproducible hard copy drawings and electronic PDF files on CD.

Part-Time Construction Observation

1. Provide part-time construction Resident Observer. Part-time construction observation is anticipated on average two 8-hour days per week and up to 250 hours. Should the construction period extend beyond the specified time frame, or additional observation hours are required, the Resident Observer shall be subject to negotiation.
2. Resident Observer will assess the Contractor's progress, quality of work, and general conformance to the intent of the Contract Documents. Nothing in this Agreement shall be construed to mean the COMPANY will guarantee any Contractor's faithful performance of its contract with CLIENT.
3. Prepare sit visit logs, take photographs, and prepare monthly status reports to document the progress of the work. Review progress with CLIENT representative(s).
4. Log clarification requests, field changes, and contract modifications. Compile Contractor's as-built markups to prepare Record Drawings.

Deliverables and Schedule included in this Amendment

The following schedule is based developed assuming a signed authorization issued by CLIENT at its April 25, 2022 Council Meeting:

Authorization to Proceed to HR Green.....	April 25, 2022
Notice to Proceed to Contractor/Begin Construction.....	June 14, 2022
Contractual Substantial Completion	November 4, 2022
Contractual Final Completion.....	April 28, 2023

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



COMPANY Project Number: 200121.01

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

None.

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☐ Lump Sum to be increased by Seventy Four Thousand One Hundred and No/100 Dollars (\$74,100.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF ANAMOSA

HR GREEN, INC.

By: Rod Smith, Mayor

By: Andrew Marsh, Vice President

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PROFESSIONAL SERVICES AGREEMENT

For

Anamosa – 2022 Sidewalk Program

Beth Brincks, City Administrator
City of Anamosa
107 S Ford St
Anamosa, Iowa, 52205
(319) 462-6055

Jeremy Kaemmer, PE, AICP – Project Engineer
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
Project #: 220501

March 28,2022

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

1.0 Project Understanding

1.1 GENERAL UNDERSTANDING

The CLIENT wishes to establish - comprehensive sidewalk repair and accessibility compliance programs.

COMPANY understands the CLIENT intends to perform annual compliance inspections and is requesting assistance with drafting appropriate city policies and ordinances, creating an implementation plan, and issuing program notices for the first year.

GOALS

1. Develop a City-wide sidewalk policy for implementing new and maintaining existing sidewalks throughout the community
2. Create an implementation plan and schedule based on anticipated construction costs and available funding alternatives
3. Issue program notices for the first year

1.2 DESIGN CRITERIA/ASSUMPTIONS

Sidewalk compliance and design criteria shall use design guidance from the Statewide Urban Design and Specifications (SUDAS), regulatory requirements from the American Disabilities Act (ADA), and guidance from Public Right-of-Way Accessibility Guidelines (PROWAG).

2.0 Scope of Services

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

2.1 PROJECT ADMINISTRATION & COORDINATION

- A. **Project Monitoring & Progress Reports**
Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY and the CLIENT.
- B. **Kickoff Meeting:**
COMPANY and the CLIENT will meet to ascertain that the scope of services is clearly defined to maintain the project schedule. It is assumed the Kickoff will be attended by two (2) staff members of the COMPANY.
- C. **Council Meetings/Work Sessions:**
COMPANY will meet two (2) times with the City Council, it is assumed two (2) staff of the COMPANY will attend, in either a work session or other meeting to discuss the proposed policies, ordinances, and implementation plan.

2.2 SIDEWALK POLICY & ORDINANCES

The COMPANY will assist the CLIENT in establishing the policy framework for the proposed sidewalk program.

- A. Draft Policies & Ordinances:
COMPANY will create a draft set of sidewalk compliance policies and ordinances for the City to review and adopt. Policies and ordinances will address sidewalk criteria, notification procedures, and property assessments.

2.3 IMPLEMENTATION PLAN

The COMPANY will outline a strategy for the City to schedule its inspections, plan for ADA ramp improvements, and to address sidewalk gaps.

- A. Proposed Implementation Plan:
COMPANY will develop a plan for implementing the proposed sidewalk policies & ordinances. This will involve dividing the city into four (4) or more zones, each to be inspected by the CLIENT, one (1) zone per year. After the first inspection is complete, COMPANY will assist the CLIENT in preparing the program notices for deficient sidewalks, an estimated replacement schedule and an estimated overall program cost based on number of ramps in the first region and an assumed sidewalk failure rate.

2.4 PROGRAM NOTICES

The CLIENT will need to inform affected property owners of their sidewalk deficiencies and their responsibilities related to its repair, before moving forward with their own repair project to address the deficiencies.

- A. Develop Draft Notices:
COMPANY will help create draft forms for the CLIENT to issue to affected property owners regarding their sidewalk deficiencies. The property owners will be given a period of time to address those deficiencies themselves or hire a contractor to do it.
- B. Compliance Tracking:
COMPANY will track the status of notified property owners using a GIS database and spreadsheet. Property owners who fail to remedy their deficient sidewalks, or inform the CLIENT they do not intend to, will be recorded and then reported to the CLIENT at the end of the response period so they may be added to a sidewalk repair contract.

2.5 REVISED IMPLEMENTATION PLAN

After the given response period for the affected property owners, the COMPANY will re-evaluate the Implementation Plan and revise it based on the rate of compliance, estimated program costs, and available funding. The revised plan will address the sidewalk repair and accessibility compliance programs using the information -during the one year of inspection and compliance tracking. This may mean reducing or increasing the scope of the programs for the following years or restructuring the proposed inspection zones. The revised Implementation Plan will include the proposed accessibility ramp locations and sidewalk compliance projects that should be addressed in the following year, as well as an annualized budget.

3.0 Deliverables and Schedules Included in this Agreement

- 1) Proposed Sidewalk Ordinances
- 2) Implementation Plan
- 3) Program Notices & Tracking
- 4) Revised Implementation Plan

Kick off	One (1) weeks from NTP
First Council Meeting/Work Session	Two (2) weeks from NTP
Draft Ordinances, Policies, & Improvement Plan	Three (3) weeks from NTP
Second Council Work Session & Council Approval	Four (4) weeks from NTP
Inspection (CLIENT)	Ten (1) weeks from NTP
Data Evaluation	Eleven (11) weeks from NTP
Program Notices Issued	Eleven (11) weeks from NTP
Program Compliance Report	Twenty-four (24) weeks from NTP
Revised Implementation Plan	Twenty-eight (28) weeks from NTP

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

4.0 Items not included in Agreement/Supplemental Services

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

- Engineering Design Services
- Plan Preparation
- Bid Documents
- Topographic Survey
- Compliance Inspection
- Construction Administration
- Construction Observation
- Construction Survey
- Eminent Domain/Condemnation Services.
- Private Utility Relocation Design and Plan Preparation.
- Public Engagement

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

5.0 Services by Others

None

6.0 Client Responsibilities

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

- Perform annual compliance inspections & identify ramps to be replaced
- Coordinate appropriate resolutions, public hearings, and notices of intent.
- Send notifications to affected property owners.
- Participate in program planning and provide written comments.
- Provide legal, accounting and insurance counseling services as necessary for the project.
- Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$31,800

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT

or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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



8.26 Environmental Audits/Site Assessments

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

8.27 Design Without Construction Observation

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

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Jeremy Kaemmer, PE, AICP

Approved by:

Printed/Typed Name: Andrew Marsh, PE

Title: Vice President

Date:

April 1, 2022

City of Anamosa

Accepted by:

Printed/Typed Name:

Title:

Date:



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) Anamosa Downtown Revitalization Facade Improvement Project Downtown Business District (Multiple Addresses) Anamosa, IA 52205	CONTRACT INFORMATION: Contract For: General Construction Date: March 4, 2021	CHANGE ORDER INFORMATION: Change Order Number: 023 Date: April 20, 2022
OWNER: (Name and address) City of Anamosa 107 South Ford Street Anamosa, IA 52205	ARCHITECT: (Name and address) Martin Gardner Architecture, P.C. 700 11th St., Ste. 200 Marion, IA 52302	CONTRACTOR: (Name and address) Tricon General Construction, Inc. 1230 East 12th Street Dubuque, IA 52001

THE CONTRACT IS CHANGED AS FOLLOWS:

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

See attached Tricon COR#21 for building 203 E Main dated April 6, 2022.


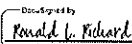
The original Contract Sum was	\$ 913,980.00
The net change by previously authorized Change Orders	\$ 25,624.18
The Contract Sum prior to this Change Order was	\$ 939,604.18
The Contract Sum will be decreased by this Change Order in the amount of	\$ 1,100.00
The new Contract Sum including this Change Order will be	\$ 938,504.18

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

The new date of Substantial Completion will be unchanged.

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

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

Martin Gardner Architecture, P.C.	Tricon General Construction, Inc.	City of Anamosa
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Bethany Jordan, Project Architect	Ronald L. Richard, Owner	Rod Smith, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/20/2022 07:40:33 PDT	4/20/2022 07:59:00 PDT	
DATE	DATE	DATE

Date _____

Bethany Jordan

From: Andy Knapp <andyknapp@triconcg.com>
Sent: Tuesday, April 12, 2022 12:45 PM
To: Bethany Jordan
Cc: Ron Richard
Subject: FW: (21-004-IA) Anamosa Mainstreet Facade - COR 21 - 203 E Main Apartment Stairway Landing
Attachments: (21-004-IA) Anamosa Mainstreet Facade - COR 21 - 203 E Main Apartment Stairway Landing.pdf

Bethany,

The breakdown for the landing deduct would be as follows.

\$94.73 for landing demo Labor
\$1,005.27 for rework of the current door

Thank You

Andy Knapp | Field Manager
TRICON CONSTRUCTION GROUP
C: 563.451.3796
andyknapp@triconcg.com

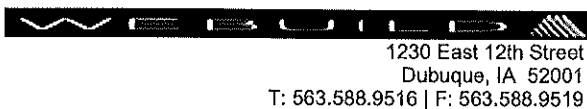


From: Rebekah Delaney <rebekahdelaney@triconcg.com>
Sent: Wednesday, April 6, 2022 2:03 PM
To: Bethany Jordan <bethanyj@martingardnerarch.com>
Cc: Andy Knapp <andyknapp@triconcg.com>
Subject: (21-004-IA) Anamosa Mainstreet Facade - COR 21 - 203 E Main Apartment Stairway Landing

Attached is COR 21. Any questions, please reach out to Andy.

Thanks!

Rebekah Delaney | Project Coordinator
TRICON CONSTRUCTION GROUP
rebekahdelaney@triconcg.com



Hours: Monday - Friday 6:00 AM-2:00 PM

Certificate Of Completion

Envelope Id: E85744A21B15493EA2027FCC67A52991

Subject: Please DocuSign: Anamosa Facades Change Order #23 203 E Main

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Justin Hoff

700 11th St., Ste. 200

Marion, IA 52302

justinh@martingardnerarch.com

IP Address: 209.252.169.97

Record Tracking

Status: Original

4/20/2022 7:28:12 AM

Holder: Justin Hoff

justinh@martingardnerarch.com

Location: DocuSign

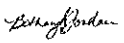
Signer Events

Bethany Jordan

bethanyj@martingardnerarch.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



477F3EF5B6E4417...

Signature Adoption: Uploaded Signature Image

Signed by link sent to

bethanyj@martingardnerarch.com

Using IP Address: 209.252.169.97

Timestamp

Sent: 4/20/2022 7:30:56 AM

Viewed: 4/20/2022 7:37:20 AM

Signed: 4/20/2022 7:40:33 AM

Electronic Record and Signature Disclosure:

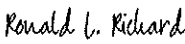
Not Offered via DocuSign

Ronald L. Richard

RonRichard@triconcg.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:



BA434BCA9A394E7...

Signature Adoption: Pre-selected Style

Signed by link sent to RonRichard@triconcg.com

Using IP Address: 199.10.4.34

Sent: 4/20/2022 7:40:34 AM

Viewed: 4/20/2022 7:58:43 AM

Signed: 4/20/2022 7:59:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kyle Martin

kylem@martingardnerarch.com

President

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 4/20/2022 7:30:56 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events

Not Offered via DocuSign

Derek Lumsden

director@jonescountydevelopment.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 4/20/2022 7:59:00 AM

Beth Brincks

beth.brincks@anamosa-ia.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 4/20/2022 7:59:01 AM

Rod Smith

rod.smith@anamosa-ia.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 4/20/2022 7:59:01 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/20/2022 7:30:56 AM

Certified Delivered

Security Checked

4/20/2022 7:58:43 AM

Signing Complete

Security Checked

4/20/2022 7:59:00 AM

Completed

Security Checked

4/20/2022 7:59:01 AM

Payment Events**Status****Timestamps**



716 Oakland Rd NE
Cedar Rapids, IA 52402

Phone# 319-363-9923 Fax# 319-363-4521

www.hawkeyefire-safety.com

PRICING

(This is NOT an Invoice)

Date 4/8/2022

Document # 8404

Bill To:

Jones County Senior Center
112 North Ford St
Anamosa IA 52205

Ship To:

Jones County Senior Center
112 North Ford St
Anamosa IA 52205

Terms		P.O. No.		Rep	FOB	
Net 30 Days					Cedar Rapids	
Item	Qty	Description	U/M	Rate	Total	
		Pricing to update kitchen fire suppression system for Jones County Senior Center				
60-1200992	1	UNIVERSAL CONTROL HEAD ASSEMBLY	ea	486.45	486.45	
60-120002	1	CYLINDER,2.5 GAL. CHARGED W/ VALVE (USED/ Hydro test 2022)	ea	100.00	100.00	
RC-RG	2.5	RECHARGE RANGE GUARD, KARBALLOY	ea	75.00	187.50	
60-120110	1	REMOTE MANUAL RELEASE(USED)	ea	0.00	0.00	
SP-RESTAURANT	1	SYSTEM PARTS-RESTAURANT	ea	150.00	150.00	
L-SYSTEM	1	LABOR, RESTAURANT SYSTEMS	ea	435.00	435.00	
HAZ MAT	1	HAZ MAT FEE	ea	10.00	10.00	

RESTAURANT Disclaimer:

1. Additional charge for a permit, if required by local jurisdiction.
2. Work to be completed during normal business hours, Mon-Fri 7:30a - 4:30p.
3. All appliances MUST BE OFF during installation.
4. Electrical wiring to shut down and/or tie system to an alarm system, if needed, to be done by others.
5. Gas shut off valve, if needed, to be installed by others.
6. HFS will need 48 hours notice to schedule functional test, if needed.

All applicable Sales Taxes will be charged. A certificate must be supplied if you are tax exempt. If accepted, please sign & return one copy of this quote or a company Purchase Order.

QUOTE EXPIRES IN 30 DAYS, SUBJECT TO PRICE INCREASE PER SUPPLIER.

Date: _____

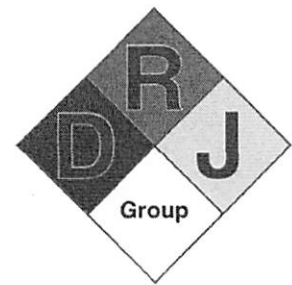
Customer Signature: _____

Subtotal \$1,368.95

Sales Tax (7.0%) \$0.00

Total \$1,368.95

DRJ Group, LLC
PO Box 205
Wilton, IA 52778
(563) 732-2145
accounting@drjfiresafety.com



Estimate

ADDRESS

Jones County Senior Dining

ESTIMATE # 1072

DATE 04/05/2022

ACTIVITY	QTY	RATE	AMOUNT
Amerex:Amerex 375 Cylinder Amerex Kitchen 375 Cylinder	1	702.00	702.00
Amerex:Amerex MRM II Act Assy MRM Ratchet SS	1	492.66	492.66
Amerex:16920 Cylinder Bracket Cylinder Bracket	1	95.14	95.14
Amerex:Nitrogen Cylinder 10 Cu In Nitrogen Cylinder Assy	1	199.72	199.72
Amerex:10173 Vent Plug 10173 Vent Plug	1	63.64	63.64
Amerex:16448 Actuation Hose 1/4" x 32" w 90 degree NPT 16448 Actuation Hose 1/4" x 32" w 90 degree NPT	1	62.70	62.70
Amerex:16444 CP5 Corner Pulley 16444 CP5 Corner Pulley	12	10.18	122.16
Amerex:12508 Detector Bracket Assy 12508 Detector Bracket Assy	3	19.28	57.84
Link:K Style Fusible Link 360deg K Style Fusible Link 360deg	3	9.95	29.85
Amerex:21481 Manual Pull Station 21481 Manual Pull Station	1	112.46	112.46
Amerex:Nozzle - Appliance/Plenum Nozzle - Appliance/Plenum - 1 Flow Point	4	32.44	129.76
Amerex:Nozzle - Duct Nozzle - Duct - 1 Flow Point	1	32.44	32.44
Amerex:Amerex Range Nozzle Nozzle, Range w/cap 2xr	1	32.44	32.44
Amerex:12793 Brass Gas Valve 1-1/2" 12793 Brass Gas Valve 1-1/2"	1	504.90	504.90
Labor Charge:Labor	10	75.00	750.00

ACTIVITY	QTY	RATE	AMOUNT
Labor: remove obsolete suppression system; Install new components, cylinder, control head, nozzles, gas valve and detectors. Test new system components.			
Miscellaneous:Supplies	1	100.00	100.00
Miscellaneous Supplies to complete installation; estimated.			

Any additions or corrections may increase or decrease the estimate
total.

SUBTOTAL	3,487.71
TAX	0.00
TOTAL	\$3,487.71

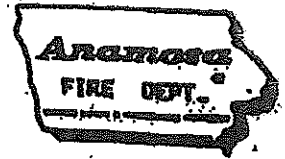
Accepted By

Accepted Date

Approved By Board 4/3/22
Approved By Membership 4/4/22

Anamosa Fire Department

Application for Membership



(PLEASE PRINT)

Date of Application 2-28-2022

Position(s) Applied For Fire fighter

Referral Source:

☐

Advertisement

☒

Friend

☐

Relative

☐

Other

Name MOORE
Last

NICHOLAS
First

DEAN
Middle

Address 109
Number

PARK AVE
Street

ANAMOSA
City

IOWA
State

52205
Zip Code

Does she/he support your applying for the volunteer fire dept?

☒

Yes

☐

No

Does she/he understand you will need to attend extensive training?

☒

Yes

☐

No

Have you ever filed an application here before?

☐

Yes

☒

No

Have you ever been a firefighter before?

☒

Yes

☐

No

If yes, what department? OLIN FIRE

Served under Chief?

18 yrs

Reason for leaving that department? MOVED TO ANAMOSA

Are you a certified Fire Fighter?

☒

Yes

☐

No

If yes, what level FF1 EQUIVALENT

Do you have a valid Iowa Drivers License?

☒

Yes

☐

No

Have You been convicted of a moving traffic violation in the last 3 years?

☐

Yes

☒

No

If yes, explain

Employer _____ Job Title _____
 Address _____ Supervisor _____
 Date Hired _____ Work Hours _____

Is your present employer agreeable to release you for emergency calls? ☐ Yes ☐ No

Please list your past employers going back 7 years

- 1 HAMER'S HIDEAWAY
- 2 SUNDSTAR GAS STATION
- 3 CITY OF OLIN
- 4 _____
- 5 _____
- 6 _____
- 7 _____

Please list your past residence, if other than Anamosa, going back 7 years.

- 1 108 BENTON ST OLIN 3415
- 2 502 HIGHLAND ST OLIN 5418
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____

Give name, address and phone number of three references not related to you.

- 1 _____
- 2 _____
- 3 _____

Summarize special skills and qualifications that you may have that would be an asset to our dept.

FFI TRAINING, 2ND STORY ENTRY, MOBILE HOME TRAINING, BROWN FLOOR
ENTRY TRAINING, EMS DRIVER FOR 10 YRS, FIRE PREVENTION SPEAKER 18 YRS
PUMPER OPERATION TRAINING, CPR CERTIFIED, ~~AND~~ STORM SPOTTER

AGREEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements within this application for membership as may be necessary in arriving at a decision for membership status. In the event of membership status, I understand that false or misleading information given in my application or interview may result in discharge. I understand, also, that I am required to abide by all rules and regulations of this service.

Nicholas W. Jones
 Signature of Applicant

3-2-2022
 Date

AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON THIS 26 DAY OF April, 2022 BY AND BETWEEN THE CITY OF ANAMOSA, IOWA, (HEREINAFTER CITY) AND SALLY HINRICHSEN (HEREINAFTER MENTOR) FOR THE PURPOSE OF PROVIDING CERTAIN MENTORING SERVICES TO THE CLERK OF CITY, ON THE FOLLOWING TERMS AND CONDITIONS.

1. MENTOR is qualified to provide certain mentoring services to the city clerk office staff and MENTOR will not attempt to provide mentoring services to the staff in any area in which MENTOR is not experienced and knowledgeable.
2. MENTOR will provide a maximum of 1000 hours of mentoring services to city clerk office staff of CITY during the period commencing April 12, 2022 an ending on December 31, 2022. The time of providing such services and the dates and location when such services will be provided is at the direction and control of MENTOR.
3. MENTOR will keep accurate records of the amount of time spent performing such mentoring, the nature of mentoring provided, and any expenses incurred and will submit an itemized statement to the City each month after services and expenses were incurred.
4. The CITY will pay for such services at a rate of \$75.00 per hour and will reimburse MENTOR for the expenses incurred which shall be limited to mileage for automobile expenses at the rate of $\%.585$ cents per mile or the current Federal rate for mileage reimbursement.
5. Each party acknowledges that MENTOR is an independent contractor for the purpose of providing these mentoring services. The CITY will not withhold federal or state income taxes, social security or IPERS payments; neither will the CITY provide any benefits or compensation to MENTOR except for the hourly fees for itemized services and except for expenses incurred. The MENTOR is solely responsible for providing his/her own insurance coverage.
6. MENTOR agrees that this is a personal service contract and the mentoring services to be performed cannot be assigned to any other individual.
7. This agreement may be extended as to the hours of mentoring services to be performed and as to the completion date only by written agreement of both parties.
8. Either party may terminate this agreement at any time by serving written notice of such termination on the other party. In the event that future mentoring sessions have already been scheduled, notice must be personally delivered by the party to the other party, thus canceling all future sessions. In all other cases, notice will be considered served when deposited in the United States mail with sufficient postage affixed, addressed to the other party at the respective addresses listed below:

Notice to CITY:

CITY OF ANAMOSA
107 S Ford Street
Anamosa, IA 52205

Notice to MENTOR:

Sally Hinrichsen
22551 Bowens Prairie Road
Monticello, IA 52310

9. This written agreement sets out the entire agreement between the parties and any change, modification, addition, or extension thereof shall not be effective unless set out in writing.

Dated at ANAMOSA, Iowa on this 25 day of April, 2022.

MENTOR

Mayor

Attest: _____

City of Anamosa - Job Description

Full-Time

Identification

Position Title	Central Filing Clerk/Deputy Treasurer
Department	Administration
Immediate Supervisor	City Administrator/Clerk

Job Summary

Under the direct supervision of the City Administrator/Clerk. Responsible for processing and maintaining all payroll, insurance, and personnel records. Oversee the central filing system and perform record keeping duties as directed. Perform duties of zoning secretary and assist other sections of the Administrative Department. Perform daily utility billing duties. Maintain effective communication with the public, employees, and vendors (direct/electronic/phone). Process and work with confidential information and record keeping.

Essential Job Duties and Responsibilities

Payroll:

- Responsible for the processing of payroll and all associated reporting and records for both payroll and employee personnel files.
- Responsible for the maintenance of the City employee's group insurances.
- Create a wage spreadsheet every January in excel for reporting purposes and in word for publication in newspaper.

Other Duties:

- Responsible for the creation, rules, oversight, and maintenance of the central filing system and records retention.
- Perform utility billing duties.
- Prepare and send curb stop letters as required
- Maintain Proofs of Publication to be filed and scanned to digital document storage.
- Collaborate with the Deputy City Clerk to complete bank records and monthly reconciliation reports.
- Open/sort/disburse mail for accounts payable.
- Reconcile petty cash as needed.
- Perform duties associated with the Secretary for the Planning and Zoning Commission and the Zoning Board of Adjustment; including preparation and publication of hearing notices, sending notices to adjoining property owners, preparing agendas and other notice requirements, taking minutes of meetings and maintaining minute books for Zoning entities, ensuring that properties are posted in a timely manner, and being familiar with zoning regulations to assist those who need development permits or require rezoning or variances.

Miscellaneous Duties:

- Assist City Administrator/Clerk in special projects such as reporting, research, budget, and year-end close out.
- Assist the City Administrator/Clerk with website maintenance and social media posts.
- Assist the City Administrator/Clerk with preparing the council agenda, attend meetings and record minutes in absence of the Deputy City Clerk.
- Provide customer service via telephone, mail or directly, by furnishing requested information or, if necessary, by transferring to appropriate staff member or office.
- Provide internal support to City Administrator/Clerk and various departments within the City.
- Perform general clerical duties to include: photocopying, scanning, faxing, mailing and filing.
- Perform the duties of the Deputy City Clerk (when absent).
- Perform other duties as assigned.

Physical and Environmental Conditions

Ability to transport self from building to building and to attend various functions and meetings at other sites either within or outside of the City. The physical demands and work environment conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job and are encountered while performing those essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk and hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to walk or stand. Specific vision abilities required by this job include close vision. The noise level in the work environment is usually moderate

Required Education, Experience, and Certification

- Must have high school diploma or equivalency.
- Must have a valid Iowa driver's license.
- Post high school education or experience in accounting.
- At least 5 years of employment experience in a similar position within the public or private sector.
- Knowledge of the principles of bookkeeping, accounting and auditing.
- Ability to compile and analyze financial reports.
- Must have knowledge and experience of office procedures and practices.
- Must be able to work with confidential information.
- Must have experience and good working knowledge of Microsoft Word and Excel or comparable. Experience with Microsoft Office Professional would be a plus.
- Knowledge and experience with office procedures and practices (i.e. filing, letter writing, time management, etc.)
- Must have the ability to speak and write effectively, and to establish effective working relationships with the public and fellow employees.
- Must be able to attend evening meetings.

- Must be well organized and manage time and work schedules.
- Shall be bondable
- Shall be or become a Certified Municipal Clerk and Finance officer.

Residency Requirement

Residency within Jones County is preferred but not required.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.

City of Anamosa - Job Description

Full-Time

Identification

Position Title	Deputy City Clerk
Department	Administration
Immediate Supervisor	City Administrator/Clerk

Job Summary

Under the direct supervision of the City Administrator/Clerk. Responsible for processing accounts payable, accounts receivable, and maintenance of vendor records. Provide direct support for cemetery operations/records and utility billing. Perform record keeping duties and secretarial duties as directed. Maintain effective communication with the public, employees, and vendors (direct/electronic/phone). Process and work with confidential information and record keeping.

Principle Job Duties and Responsibilities

Accounts Payable:

- Sort/review/prepare all invoices to be processed-match to statements.
- Maintenance of vendors and entry of new vendors into system.
- Enter invoices into accounting software (Council, Library, Consumer Deposit Refunds, and Manual Checks).
- Upon approval, process checks by matching invoice to check, ensuring accuracy, stamp invoices paid and file in current FY Accounts Payable Files.
- Maintain current and previous FY Accounts Payable Files, to include year-end disposal and archival procedures.
- Scan Accounts Payable Journals into electronic file system, maintaining paper copy for one year.
- Mail/process W-9 TIN forms.
- Prepare bi-monthly Accounts Payable paid claims report for City Council meeting packet and newspaper publication.
- Responsible for daily cash register operations and bank deposits.

Accounts Receivable:

- Process payments as received. Examples include interest, property tax, LOST, RUT, and others.
- Generate invoices as needed.

License & Permits: Cigarette and Liquor

- Distribute applications/billings for license & permit renewals.
- Prepare/distribute licenses & permits and provide information upon request.
- Process license & permit receipts.
- Maintain records & files of all businesses subject to license & permit fees.
- Maintain records of violations, and transmit all documents pertaining to the disposition of these violations to the proper State Authorities.

Other Financial Duties:

- Collaborate with the Central Filing Clerk/Deputy Treasurer to complete bank records and monthly reconciliation reports.
- Open/sort/disburse mail for accounts payable.
- Assist City Administrator/Clerk in special projects such as reporting, research, budget, and year-end close out.
- Reconcile petty cash as needed.

Miscellaneous Duties:

- Assist the Central Filing Clerk/Deputy Treasurer with payroll.
- Assist the Central Filing Clerk/Deputy Treasurer with permits, as required
- Assist the Central Filing Clerk/Deputy Treasurer with the central filing system and records retention.
- Assist the Central Filing Clerk/Deputy Treasurer with Utility Billing duties
- Assist the City Administrator/Clerk with website maintenance and social media posts.
- Assist the City Administrator/Clerk with preparing the council agenda, attend meetings and record minutes.
- Assist the City Administrator/Clerk with cemetery records and burial requests.
- Assist the City Administrator/Clerk designating standard operating procedures for the Administration Department.
- Provide customer service via telephone, mail or directly, by furnishing requested information or, if necessary, by transferring to appropriate staff member or office.
- Provide internal support to City Administrator/Clerk and various departments within the City.
- Perform general clerical duties to include: photocopying, scanning, faxing, mailing and filing.
- Perform the duties of the City Clerk (when absent).
- Perform other duties as assigned.

Physical and Environmental Conditions

Ability to transport self from building to building and to attend various functions and meetings at other sites either within or outside of the City. The physical demands and work environment conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job and are encountered while performing those essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk and hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to walk or stand. Specific vision abilities required by this job include close vision. The noise level in the work environment is usually moderate

Required Education, Experience, and Certification

- Must have high school diploma or equivalency.
- Must have a valid Iowa driver's license.
- Post high school education or experience in accounting.

- At least 5 years of employment experience in a similar position within the public or private sector.
- Knowledge of the principles of bookkeeping, accounting and auditing.
- Ability to compile and analyze financial reports.
- Must have knowledge and experience of office procedures and practices.
- Must be able to work with confidential information.
- Must have experience and good working knowledge of Microsoft Word and Excel or comparable. Experience with Microsoft Office Professional would be a plus.
- Knowledge and experience with office procedures and practices (i.e. filing, letter writing, time management, etc.)
- Must have the ability to speak and write effectively, and to establish effective working relationships with the public and fellow employees.
- Must be able to attend evening meetings.
- Must be well organized and manage time and work schedules.
- Shall be bondable
- Shall be or become a Certified Municipal Clerk and Finance officer.

Residency Requirement

Residency within Jones County is preferred but not required.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.

RESOLUTION NO. 2022-26

RESOLUTION APPROVING THE HIRING AND SETTING SALARIES OF SEASONAL PART TIME EMPLOYEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE 2022 SUMMER SEASON

WHEREAS, with the upcoming summer season there is a need to hire part time seasonal personnel to maintain the parks and to staff the Anamosa Aqua Court; and

WHEREAS, the personnel list and personnel to hire have been reviewed by the Director and recommended to the Parks and Recreation Board where it was approved; and

WHEREAS, such recommendation is now forwarded onto the City Council for their review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the following personnel for the upcoming season be approved:

AQUACOURT – POOL MANAGERS	
Employee Name	Hourly Rate
Zoey Peterschmidt	\$11.75
Drew Pate	\$11.25
Austin Wickham	\$11.25
Cole Haverly	\$11.25

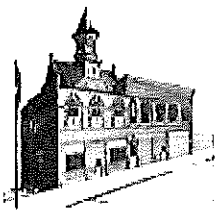
COUNCILMEMBER		AYES	NAYS	ABSENT
CRUMP				
SMITH				
MACHART				
ZUMBACH				
STOUT				
CAPRON				

PASSED AND APPROVED this 25th day of April, 2022.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, INTERIM CITY ADMINISTRATOR/CLERK



City of Anamosa, IA

Expense Approval Report

By Vendor Name

Payment Dates 4/13/2022 - 4/26/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 004233 - 941 TAX EFT PAYMENT					
941 TAX EFT PAYMENT	INV0000503	04/15/2022	MEDICARE TAX	001-000-2206	1,927.28
941 TAX EFT PAYMENT	INV0000504	04/15/2022	SOCIAL SECURITY TAX	001-000-2202	8,240.52
941 TAX EFT PAYMENT	INV0000505	04/15/2022	FEDERAL TAX	001-000-2200	6,151.15
941 TAX EFT PAYMENT	INV0000508	04/15/2022	MEDICARE TAX	001-000-2206	48.52
941 TAX EFT PAYMENT	INV0000509	04/15/2022	SOCIAL SECURITY TAX	001-000-2202	207.46
941 TAX EFT PAYMENT	INV0000510	04/15/2022	FEDERAL TAX	001-000-2200	40.63
941 TAX EFT PAYMENT	INV0000513	04/22/2022	MEDICARE TAX	001-000-2206	106.90
941 TAX EFT PAYMENT	INV0000514	04/22/2022	SOCIAL SECURITY TAX	001-000-2202	294.52
Vendor 004233 - 941 TAX EFT PAYMENT Total:					17,016.98
Vendor: 006141 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1TDL-G7LN-JMPL	04/25/2022	FOLDER TABS, PAPER	001-622-6535	30.89
AMAZON CAPITAL SERVICES	1WFY-JKXH-PQXV	04/25/2022	RECHRG SPOT LIGHTS	610-815-6540	135.96
AMAZON CAPITAL SERVICES	1V6F-F9MW-GWH7	04/25/2022	STAPLER, SUPPLIES	001-622-6535	64.68
Vendor 006141 - AMAZON CAPITAL SERVICES Total:					231.53
Vendor: 005770 - AMAZON					
AMAZON	458736585367	04/18/2022	MOP PAD, MOP, BOOK	041-410-6540	58.78
AMAZON	435985664687	04/18/2022	DVD	041-410-6501	24.96
AMAZON	557499469484	04/18/2022	DVD	041-410-6501	22.99
AMAZON	694658797676	04/18/2022	DVD	041-410-6501	168.72
Vendor 005770 - AMAZON Total:					275.45
Vendor: 000047 - ATLANTIC COCA-COLA					
ATLANTIC COCA-COLA	3211276	04/25/2022	BEVERAGES - VENDING	044-440-6546	378.75
Vendor 000047 - ATLANTIC COCA-COLA Total:					378.75
Vendor: 000188 - BAKER & TAYLOR					
BAKER & TAYLOR	2036595512	04/18/2022	BOOKS	041-410-6501	133.56
BAKER & TAYLOR	2036605445	04/18/2022	BOOKS	041-410-6501	427.91
BAKER & TAYLOR	2036636663	04/18/2022	BOOKS	041-410-6501	153.60
BAKER & TAYLOR	2036637991	04/18/2022	BOOKS	041-410-6501	300.51
Vendor 000188 - BAKER & TAYLOR Total:					1,015.58
Vendor: 006446 - BARKER/NATHAN					
BARKER/NATHAN	3312284	04/25/2022	TOOLS	110-211-6530	257.50
BARKER/NATHAN	040722202	04/25/2022	TOOLS	110-211-6530	115.00
Vendor 006446 - BARKER/NATHAN Total:					372.50
Vendor: 000191 - BARRON MOTOR SUPPLY					
BARRON MOTOR SUPPLY	276124	04/25/2022	BRAKE SHOE	110-211-6474	47.90
BARRON MOTOR SUPPLY	276141	04/25/2022	BBB CORE	110-211-6474	270.04
BARRON MOTOR SUPPLY	276145	04/25/2022	CORE RETURN	110-211-6474	-94.00
BARRON MOTOR SUPPLY	276152	04/25/2022	PORIS BLACK QT	110-211-6474	119.88
BARRON MOTOR SUPPLY	276281	04/25/2022	BATTERY TERMINAL	610-815-6474	2.31
BARRON MOTOR SUPPLY	276301	04/25/2022	WIPER BLADES	110-211-6474	16.32
BARRON MOTOR SUPPLY	276461	04/25/2022	AIR ELEMENT	043-430-6550	23.56
BARRON MOTOR SUPPLY	276485	04/25/2022	HYD HOSES	110-211-6551	44.91
BARRON MOTOR SUPPLY	276489	04/25/2022	FILTERS	110-211-6551	13.16
BARRON MOTOR SUPPLY	276518	04/25/2022	BRAKE PARTS	043-430-6550	193.50
BARRON MOTOR SUPPLY	276524	04/25/2022	AIR FILTERS	110-211-6551	62.65
BARRON MOTOR SUPPLY	276538	04/25/2022	FILTER	043-430-6550	10.95
BARRON MOTOR SUPPLY	276575	04/25/2022	55 GAL DRUM HDY	110-211-6551	520.00
BARRON MOTOR SUPPLY	276594	04/25/2022	OIL FILTER	110-211-6551	13.68
BARRON MOTOR SUPPLY	276646	04/25/2022	OIL, CORE	110-211-6470	1,500.00
BARRON MOTOR SUPPLY	276651	04/25/2022	CORE RETURN	110-211-6470	-25.00

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BARRON MOTOR SUPPLY	276801	04/25/2022	OIL	110-211-6470	15.63
Vendor 000191 - BARRON MOTOR SUPPLY Total:					2,735.49
Vendor: 005272 - BLACK HILLS ENERGY					
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	001-110-6370	1,143.00
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	001-650-6370	859.11
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	015-150-6370	638.88
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	044-440-6370	35.26
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	046-460-6370	1,512.75
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	110-211-6370	710.25
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	600-810-6370	694.53
BLACK HILLS ENERGY	040822	04/25/2022	GAS SERVICE	610-815-6370	2,685.24
Vendor 005272 - BLACK HILLS ENERGY Total:					8,279.02
Vendor: 000395 - CENTURYLINK					
CENTURYLINK	041022	04/25/2022	PHONE	110-211-6373	66.04
Vendor 000395 - CENTURYLINK Total:					66.04
Vendor: 004883 - CHEM RIGHT LABORATORIES INC					
CHEM RIGHT LABORATORIES I	24105	04/25/2022	MTHLY BAC T TESTING	600-810-6470	85.00
Vendor 004883 - CHEM RIGHT LABORATORIES INC Total:					85.00
Vendor: 000808 - CHEMSEARCH					
CHEMSEARCH	7738684	04/25/2022	ECOSTORM PROGRAM	610-815-6501	165.00
Vendor 000808 - CHEMSEARCH Total:					165.00
Vendor: 000210 - CITIZENS SAVINGS BANK					
CITIZENS SAVINGS BANK	033122	04/25/2022	ACH BILLING	001-622-6530	58.70
CITIZENS SAVINGS BANK	033122	04/25/2022	ACH BILLING	610-815-6531	53.15
CITIZENS SAVINGS BANK	033122	04/25/2022	ACH BILLING	610-815-6531	53.15
Vendor 000210 - CITIZENS SAVINGS BANK Total:					165.00
Vendor: 000008 - CITY OF ANAMOSA					
CITY OF ANAMOSA	INV0000500	04/15/2022	FLEX - MEDICAL	001-000-2204	150.38
Vendor 000008 - CITY OF ANAMOSA Total:					150.38
Vendor: 005985 - DRJ GROUP LLC					
DRJ GROUP LLC	22104	04/25/2022	FIRE EXT SIGNAGE	001-650-6474	127.50
Vendor 005985 - DRJ GROUP LLC Total:					127.50
Vendor: 003826 - ECICOG					
ECICOG	9636	04/25/2022	CDBG REHAB ADMIN	001-599-6499	1,950.00
ECICOG	9646	04/25/2022	CDBG DOWNTOWN ADMIN	331-601-6455	2,212.50
Vendor 003826 - ECICOG Total:					4,162.50
Vendor: 004526 - ELAN-CARDMEMBER SERVICE					
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	CDL CLEARING HOUSE	001-210-6490	6.25
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	CREDIT CARD FEES	001-622-6430	87.33
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	ZOOM	001-622-6430	14.99
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	BACKGROUND CHECK	001-622-6491	15.00
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	BACKGROUND CHECK	041-410-6553	15.00
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	CDL CLEARING HOUSE	600-810-6489	3.75
ELAN-CARDMEMBER SERVICE	031722	04/13/2022	CDL CLEARING HOUSE	610-815-6489	2.50
Vendor 004526 - ELAN-CARDMEMBER SERVICE Total:					144.82
Vendor: 005469 - EMC INSURANCE					
EMC INSURANCE	Z01702885	04/25/2022	WORK COMP	001-110-6429	723.02
Vendor 005469 - EMC INSURANCE Total:					723.02
Vendor: 006279 - EMPLOYEE GROUP SERVICES LTD					
EMPLOYEE GROUP SERVICES L	041422	04/14/2022	SELF FUND INSURANCE	001-210-6155	760.36
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	001-110-6155	70.00
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	001-210-6155	43.75
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	001-622-6155	17.50
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	041-410-6155	35.00
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	043-430-6155	26.25
EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	600-810-6155	17.50

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EMPLOYEE GROUP SERVICES L	041622	04/16/2022	SELF FUND INS ADMIN	610-815-6155	17.50
Vendor 006279 - EMPLOYEE GROUP SERVICES LTD Total:					987.86
Vendor: 004334 - FAREWAY STORES, INC.					
FAREWAY STORES, INC.	49354	04/25/2022	ZIPLOCKS	044-440-6545	3.99
FAREWAY STORES, INC.	4199	04/25/2022	DISTILLED WATER	610-815-6501	77.97
Vendor 004334 - FAREWAY STORES, INC. Total:					81.96
Vendor: 005314 - FRANK/DANIEL					
FRANK/DANIEL	032622	04/25/2022	FIRE CONVENTION - REIMBURSE	015-150-6446	105.91
Vendor 005314 - FRANK/DANIEL Total:					105.91
Vendor: 006448 - FRICK/GERALD					
FRICK/GERALD	50172	04/25/2022	REIMBURSE - RIM	001-110-6474	48.15
FRICK/GERALD	041422	04/25/2022	MILEAGE	001-110-6446	184.00
Vendor 006448 - FRICK/GERALD Total:					232.15
Vendor: 003059 - GALL'S INC.					
GALL'S INC.	020731559	04/25/2022	EQUIPMENT	001-110-6504	425.64
Vendor 003059 - GALL'S INC. Total:					425.64
Vendor: 000539 - GRAYBILL COMMUNICATIONS					
GRAYBILL COMMUNICATIONS	29116	04/18/2022	NEW CAMERA	041-410-6475	1,607.07
GRAYBILL COMMUNICATIONS	29123	04/25/2022	RADIO BATTERIES	610-815-6722	318.00
Vendor 000539 - GRAYBILL COMMUNICATIONS Total:					1,925.07
Vendor: 000703 - HACH COMPANY					
HACH COMPANY	12970827	04/25/2022	PORTABLE DO TESTER	610-815-6470	2,098.88
Vendor 000703 - HACH COMPANY Total:					2,098.88
Vendor: 006182 - HENRY/TROY					
HENRY/TROY	994710	04/25/2022	GRAVE OPENINGS	001-450-6491	1,200.00
Vendor 006182 - HENRY/TROY Total:					1,200.00
Vendor: 000712 - HOTSYS CLEANING SYSTEMS					
HOTSYS CLEANING SYSTEMS	46222	04/25/2022	SOAP	110-211-6530	180.50
HOTSYS CLEANING SYSTEMS	46222	04/25/2022	HOSE	600-810-6455	168.59
Vendor 000712 - HOTSYS CLEANING SYSTEMS Total:					349.09
Vendor: 006056 - HUNT/TYLER					
HUNT/TYLER	54220919	04/25/2022	REIMBURSE - GUN PARTS	001-110-6504	23.72
Vendor 006056 - HUNT/TYLER Total:					23.72
Vendor: 005184 - INFRASTRUCTURE TECHNOLOGY SOLUTIONS					
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	27664	04/25/2022	ONLINE BACKUP SERVICE, CO	001-110-6490	347.00
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	27724	04/25/2022	ANNUAL WEBSITE HOSTING F	001-622-6490	25.00
Vendor 005184 - INFRASTRUCTURE TECHNOLOGY SOLUTIONS Total:					372.00
Vendor: 006115 - IOWA DEPT OF PUBLIC SAFETY					
IOWA DEPT OF PUBLIC SAFETY	032022	04/25/2022	UNIFORM	001-110-6490	402.00
Vendor 006115 - IOWA DEPT OF PUBLIC SAFETY Total:					402.00
Vendor: 000075 - IOWA PRISON INDUSTRIES					
IOWA PRISON INDUSTRIES	040609	04/25/2022	BUSINESS CARDS	001-110-6504	28.00
IOWA PRISON INDUSTRIES	031946	04/25/2022	WWTP SIGNS	610-815-6535	295.60
Vendor 000075 - IOWA PRISON INDUSTRIES Total:					323.60
Vendor: 000281 - IPERS COLLECTIONS					
IPERS COLLECTIONS	INV0000501	04/15/2022	IPERS	001-000-2203	6,907.07
IPERS COLLECTIONS	INV0000502	04/15/2022	IPERS	001-000-2203	2,371.61
IPERS COLLECTIONS	INV0000507	04/15/2022	IPERS	001-000-2203	263.18
IPERS COLLECTIONS	INV0000512	04/22/2022	IPERS	001-000-2203	206.46
Vendor 000281 - IPERS COLLECTIONS Total:					9,748.32
Vendor: 000285 - J&R SUPPLY					
J&R SUPPLY	2203357	04/25/2022	HIVIS VESTS	610-815-6510	60.00
Vendor 000285 - J&R SUPPLY Total:					60.00
Vendor: 000387 - JOHN DEERE FINANCIAL					
JOHN DEERE FINANCIAL	4105614	04/25/2022	LOCKNUTS	110-211-6543	12.49

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JOHN DEERE FINANCIAL	4105722	04/25/2022	BATTERIES, JACKS	600-810-6472	129.98
JOHN DEERE FINANCIAL	4105722	04/25/2022	BATTERIES, JACKS	610-815-6553	169.99
JOHN DEERE FINANCIAL	4105963	04/25/2022	BLACKTOP REPAIR	110-211-6530	10.58
JOHN DEERE FINANCIAL	4106068	04/25/2022	PAINT	110-211-6530	25.96
JOHN DEERE FINANCIAL	4106338	04/25/2022	OIL	110-211-6474	49.98
JOHN DEERE FINANCIAL	4106425	04/25/2022	SPRAYER	610-815-6540	39.98
JOHN DEERE FINANCIAL	4108285	04/25/2022	OIL	110-211-6470	74.97
JOHN DEERE FINANCIAL	4108619	04/25/2022	REPLACEMENT HEAD	043-430-6470	29.99
JOHN DEERE FINANCIAL	4108767	04/25/2022	SPRAYER, WEDEATER	043-430-6470	29.99
JOHN DEERE FINANCIAL	4108767	04/25/2022	SPRAYER, WEDEATER	110-211-6553	43.98
JOHN DEERE FINANCIAL	4108793	04/25/2022	FILTERS	001-110-6540	75.96
JOHN DEERE FINANCIAL	4108793	04/25/2022	FILTERS	001-650-6474	37.98
JOHN DEERE FINANCIAL	4108793	04/25/2022	FILTERS	110-211-6523	37.98
JOHN DEERE FINANCIAL	4109134	04/25/2022	THREADLOCK	110-211-6530	10.99
JOHN DEERE FINANCIAL	4110509	04/25/2022	UNIFORM	600-810-6181	44.99
JOHN DEERE FINANCIAL	4111364	04/25/2022	TAPE MEASURE	110-211-6530	29.98
JOHN DEERE FINANCIAL	4112714	04/25/2022	GREASE GUNS	600-810-6530	37.98
JOHN DEERE FINANCIAL	4113118	04/25/2022	OIL DRY	110-211-6530	37.45
JOHN DEERE FINANCIAL	4113489	04/25/2022	WEDEATER	001-450-6504	199.99
JOHN DEERE FINANCIAL	4113489	04/25/2022	WEDEATER	600-810-6504	399.98
JOHN DEERE FINANCIAL	4113722	04/25/2022	WHEELS	610-815-6470	47.96
JOHN DEERE FINANCIAL	P27287	04/25/2022	FILTERS/GASKETS	110-211-6474	13.95
Vendor 000387 - JOHN DEERE FINANCIAL Total:					1,593.08
Vendor: 000245 - JONES COUNTY ENGINEER					
JONES COUNTY ENGINEER	040622	04/25/2022	FUEL - MARCH	001-110-6551	2,001.09
JONES COUNTY ENGINEER	040622	04/25/2022	FUEL - MARCH	015-150-6551	404.55
JONES COUNTY ENGINEER	040622	04/25/2022	FUEL - MARCH	110-211-6551	1,156.49
JONES COUNTY ENGINEER	040622	04/25/2022	FUEL - MARCH	600-810-6551	295.93
JONES COUNTY ENGINEER	040622	04/25/2022	FUEL - MARCH	610-815-6551	664.49
Vendor 000245 - JONES COUNTY ENGINEER Total:					4,522.55
Vendor: 000043 - JONES COUNTY RECORDER					
JONES COUNTY RECORDER	041322	04/25/2022	RECORDING FEES	001-622-6491	85.00
Vendor 000043 - JONES COUNTY RECORDER Total:					85.00
Vendor: 000296 - JONES COUNTY SOLID WASTE MGMT					
JONES COUNTY SOLID WASTE	13726	04/25/2022	4TH QTR FY22 ASSESSMENT	001-290-6460	5,416.25
Vendor 000296 - JONES COUNTY SOLID WASTE MGMT Total:					5,416.25
Vendor: 005678 - KIESLER'S POLICE SUPPLY					
KIESLER'S POLICE SUPPLY	187256	04/25/2022	AMMO - JCERT	001-110-6537	269.93
KIESLER'S POLICE SUPPLY	188456	04/25/2022	40 S&W	001-110-6530	327.47
Vendor 005678 - KIESLER'S POLICE SUPPLY Total:					597.40
Vendor: 004453 - KOOB/WESLEY					
KOOB/WESLEY	032622	04/25/2022	FIRE CONVENTION - REIMBUR	015-150-6446	63.28
Vendor 004453 - KOOB/WESLEY Total:					63.28
Vendor: 005321 - KRAUS PLUMBING & HEATING					
KRAUS PLUMBING & HEATING	38757	04/18/2022	RESTROOM REPAIRS	041-410-6475	199.50
Vendor 005321 - KRAUS PLUMBING & HEATING Total:					199.50
Vendor: 000321 - L.L. PELLING COMPANY					
L.L. PELLING COMPANY	128495	04/25/2022	ASPHALT PATCH	110-211-6543	735.26
Vendor 000321 - L.L. PELLING COMPANY Total:					735.26
Vendor: 001186 - LAWSON PRODUCTS, INC.					
LAWSON PRODUCTS, INC.	9309208469	04/25/2022	INVENTORY BOLTS	110-211-6504	713.89
Vendor 001186 - LAWSON PRODUCTS, INC. Total:					713.89
Vendor: 006042 - LEAF					
LEAF	13099605	04/18/2022	MTHLY COPIER LEASE	041-410-6471	96.00
Vendor 006042 - LEAF Total:					96.00

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Vendor: 004902 - LYNCH FORD					
LYNCH FORD	47786	04/25/2022	FUEL CAP	110-211-6474	31.99
Vendor 004902 - LYNCH FORD Total:					31.99
Vendor: 005346 - MAQUOKETA VALLEY ELECTRIC COOP					
MAQUOKETA VALLEY ELECTRI	040822	04/25/2022	INDUSTRIAL PARK LIGHTS	122-210-6372	46.16
MAQUOKETA VALLEY ELECTRI	041422	04/25/2022	INTERNET SERVICE	600-810-6373	139.85
Vendor 005346 - MAQUOKETA VALLEY ELECTRIC COOP Total:					186.01
Vendor: 006152 - MARTIN GARDNER ARCHITECTURE					
MARTIN GARDNER ARCHITEC	35	04/25/2022	DOWNTOWN FACADE	331-600-6490	429.53
MARTIN GARDNER ARCHITEC	7	04/25/2022	POLICE STATION	351-111-6490	1,901.41
Vendor 006152 - MARTIN GARDNER ARCHITECTURE Total:					2,330.94
Vendor: 006057 - MATCO TOOLS					
MATCO TOOLS	142032	04/25/2022	TOOLS	110-211-6504	175.00
Vendor 006057 - MATCO TOOLS Total:					175.00
Vendor: 003946 - MCOTTO'S					
MCOTTO'S	7	04/25/2022	PIZZA PARTY	044-440-6546	46.98
MCOTTO'S	040622	04/25/2022	PIZZA PARTY	044-440-6546	61.00
MCOTTO'S	41	04/25/2022	PIZZA PARTY	044-440-6546	61.00
Vendor 003946 - MCOTTO'S Total:					168.98
Vendor: 004769 - MEDIACOM					
MEDIACOM	030422	03/14/2022	INTERNET SERVICE	043-430-6373	79.49
MEDIACOM	040422	04/25/2022	INTERNET SERVICE	043-430-6373	79.49
MEDIACOM	040722	04/25/2022	INTERNET SERVICE	015-150-6373	91.76
Vendor 004769 - MEDIACOM Total:					250.74
Vendor: 003146 - MENARDS					
MENARDS	89629	04/18/2022	ACRYLIC SHEET FOR DESKS	041-410-6502	179.98
Vendor 003146 - MENARDS Total:					179.98
Vendor: 006445 - MIDWEST MUNICIPAL CONSULTING, LLC					
MIDWEST MUNICIPAL CONSU	4322	04/25/2022	EXECUTIVE SEARCH	001-610-6514	3,533.33
Vendor 006445 - MIDWEST MUNICIPAL CONSULTING, LLC Total:					3,533.33
Vendor: 005982 - MIDWEST TAPE					
MIDWEST TAPE	501911913	04/18/2022	DIGITAL MATERIALS	122-410-6725	95.92
Vendor 005982 - MIDWEST TAPE Total:					95.92
Vendor: 002328 - MINER/CHRIS					
MINER/CHRIS	032622	04/25/2022	FIRE CONVENTION - REIMBUR	015-150-6446	73.16
Vendor 002328 - MINER/CHRIS Total:					73.16
Vendor: 006449 - MIRA SAFETY LLC					
MIRA SAFETY LLC	87357	04/25/2022	JCERT	001-110-6537	479.94
Vendor 006449 - MIRA SAFETY LLC Total:					479.94
Vendor: 003491 - MUNICIPAL SUPPLY, INC.					
MUNICIPAL SUPPLY, INC.	0830886-IN	04/25/2022	METERS - SMART PTS	600-810-6782	5,300.00
Vendor 003491 - MUNICIPAL SUPPLY, INC. Total:					5,300.00
Vendor: 005623 - OFFICE EXPRESS					
OFFICE EXPRESS	222445	04/18/2022	LEGAL PAPER, CARDSTOCK	041-410-6535	94.92
OFFICE EXPRESS	222450	04/18/2022	TOILET TISSUE	041-410-6535	67.67
Vendor 005623 - OFFICE EXPRESS Total:					162.59
Vendor: 005239 - ORIGIN DESIGN CO.					
ORIGIN DESIGN CO.	76843	04/25/2022	DIVISION ST BRIDGE	361-512-6490	3,250.00
Vendor 005239 - ORIGIN DESIGN CO. Total:					3,250.00
Vendor: 000357 - PETTY CASH					
PETTY CASH	041222	04/25/2022	POSTAGE	001-110-6508	96.64
PETTY CASH	041822	04/18/2022	POSTAGE	041-410-6508	6.78
Vendor 000357 - PETTY CASH Total:					103.42

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Payment Dates: 4/13/2022 - 4/26/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 005835 - QC ANALYTICAL SERVICES LLC					
QC ANALYTICAL SERVICES LLC	2203296	04/25/2022	MTHLY TESTING	610-815-6479	1,793.25
Vendor 005835 - QC ANALYTICAL SERVICES LLC Total:					1,793.25
Vendor: 006443 - REGENTS OF THE UNIVERSITY OF MINNESOTA					
REGENTS OF THE UNIVERSITY	0170003945	04/18/2022	INTERLIBRARY LOAN MATERIA	041-410-6553	20.00
Vendor 006443 - REGENTS OF THE UNIVERSITY OF MINNESOTA Total:					20.00
Vendor: 006447 - ROEDER BROS., INC					
ROEDER BROS., INC	31522M	04/25/2022	PARTS	110-211-6470	1,675.69
Vendor 006447 - ROEDER BROS., INC Total:					1,675.69
Vendor: 004846 - SADLER POWER TRAIN					
SADLER POWER TRAIN	0310167052	04/25/2022	FILTERS	110-211-6474	189.65
Vendor 004846 - SADLER POWER TRAIN Total:					189.65
Vendor: 004584 - SANDRY FIRE SUPPLY, LLC					
SANDRY FIRE SUPPLY, LLC	20701	04/25/2022	FIRE COAT - PAINT	015-150-6470	7,815.00
Vendor 004584 - SANDRY FIRE SUPPLY, LLC Total:					7,815.00
Vendor: 000694 - STOREY KENWORTHY					
STOREY KENWORTHY	PINV987706	04/25/2022	COPY PAPER	001-622-6535	42.24
Vendor 000694 - STOREY KENWORTHY Total:					42.24
Vendor: 006444 - SUMNER PUBLIC LIBRARY					
SUMNER PUBLIC LIBRARY	135	04/18/2022	BOOKS	041-410-6501	10.00
Vendor 006444 - SUMNER PUBLIC LIBRARY Total:					10.00
Vendor: 001038 - SWISHER/JEFF					
SWISHER/JEFF	032622	04/25/2022	FIRE CONVENTION - REIMBUR	015-150-6446	40.02
Vendor 001038 - SWISHER/JEFF Total:					40.02
Vendor: 000740 - TAPKEN'S CONVENIENCE PLUS					
TAPKEN'S CONVENIENCE PLUS	4172	04/01/2022	FUEL	043-430-6551	79.00
TAPKEN'S CONVENIENCE PLUS	4172	04/01/2022	FUEL	110-211-6530	487.53
Vendor 000740 - TAPKEN'S CONVENIENCE PLUS Total:					566.53
Vendor: 000393 - TREASURER STATE OF IOWA					
TREASURER STATE OF IOWA	041522	04/15/2022	SALES 7 WET TAX	600-810-6491	4,900.68
TREASURER STATE OF IOWA	041522	04/15/2022	SALES 7 WET TAX	610-815-6491	842.05
TREASURER STATE OF IOWA	041522	04/15/2022	SALES 7 WET TAX	610-815-6493	134.33
TREASURER STATE OF IOWA	INV0000506	04/15/2022	STATE TAX	001-000-2201	2,621.75
TREASURER STATE OF IOWA	INV0000511	04/15/2022	STATE TAX	001-000-2201	55.73
TREASURER STATE OF IOWA	INV0000515	04/22/2022	STATE TAX	001-000-2201	15.57
Vendor 000393 - TREASURER STATE OF IOWA Total:					8,570.11
Vendor: 006403 - TYLER BUSINESS FORMS					
TYLER BUSINESS FORMS	71597	04/25/2022	UTILITY BILLING FORMS	600-810-6531	528.00
TYLER BUSINESS FORMS	71597	04/25/2022	UTILITY BILLING FORMS	610-815-6531	528.00
Vendor 006403 - TYLER BUSINESS FORMS Total:					1,056.00
Vendor: 006195 - TYLER TECHNOLOGIES, INC					
TYLER TECHNOLOGIES, INC	025-375154	04/25/2022	INCODE FINANCIALS	001-622-6490	1,286.00
Vendor 006195 - TYLER TECHNOLOGIES, INC Total:					1,286.00
Vendor: 000359 - US POSTMASTER					
US POSTMASTER	041522	04/15/2022	POSTAGE UB BILLING	600-810-6508	406.00
US POSTMASTER	041522	04/15/2022	POSTAGE UB BILLING	610-815-6508	406.00
Vendor 000359 - US POSTMASTER Total:					812.00
Vendor: 004565 - USA BLUE BOOK					
USA BLUE BOOK	927306	04/25/2022	WATER LAB SUPPLIES	600-810-6501	534.66
USA BLUE BOOK	935613	04/25/2022	MARKING PAINT	610-815-6540	249.12
USA BLUE BOOK	935771	04/25/2022	SMOKE FLUID	610-815-6540	249.57
Vendor 004565 - USA BLUE BOOK Total:					1,033.35
Vendor: 005703 - VISA					
VISA	040822	04/18/2022	STAMPS	041-410-6508	116.00
VISA	040822	04/18/2022	BUSINESS CARDS	041-410-6535	33.16
VISA	040822	04/18/2022	VACUUM REPAIR	041-410-6540	95.22

Expense Approval Report

Payment Dates: 4/13/2022 - 4/26/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VISA	040822	04/18/2022	GENEAOLOGY WEBSITE	041-410-6553	21.17
Vendor 005703 - VISA Total:					265.55
Vendor: 000398 - WALMART COMMUNITY CARD					
WALMART COMMUNITY CAR	039697858	12/13/2021	SUPPLIES	001-110-6535	22.36
WALMART COMMUNITY CAR	1108	04/18/2022	CANNED AIR	041-410-6535	6.98
WALMART COMMUNITY CAR	03397	04/18/2022	HAND SOAP, TRASH BAGS	041-410-6535	11.68
Vendor 000398 - WALMART COMMUNITY CARD Total:					41.02
Vendor: 004582 - WAPSI WASTE SERVICE, INC.					
WAPSI WASTE SERVICE, INC.	3993	04/25/2022	WASTE REMOVAL	600-810-6540	65.00
WAPSI WASTE SERVICE, INC.	3975	04/25/2022	WASTE REMOVAL	001-650-6474	357.00
WAPSI WASTE SERVICE, INC.	3975	04/25/2022	WASTE REMOVAL	015-150-6475	45.00
WAPSI WASTE SERVICE, INC.	3975	04/25/2022	WASTE REMOVAL	610-815-6523	45.00
Vendor 004582 - WAPSI WASTE SERVICE, INC. Total:					512.00
Vendor: 004987 - WATER SOLUTIONS UNLIMITED					
WATER SOLUTIONS UNLIMITED	102116	04/25/2022	CHEMICALS	600-810-6501	5,369.06
Vendor 004987 - WATER SOLUTIONS UNLIMITED Total:					5,369.06
Vendor: 000144 - WAYNE HALL CHRYSLER					
WAYNE HALL CHRYSLER	109460	04/25/2022	OIL FILTER	001-110-6474	46.00
Vendor 000144 - WAYNE HALL CHRYSLER Total:					46.00
Vendor: 005299 - WOODWARD COMMUNITY MEDIA					
WOODWARD COMMUNITY M	032247097	04/25/2022	HYDRANT FLUSHING AD	600-810-6402	135.00
WOODWARD COMMUNITY M	032247098	04/25/2022	LEGALS	001-622-6414	397.46
Vendor 005299 - WOODWARD COMMUNITY MEDIA Total:					532.46
Grand Total:					116,450.90

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	52,938.96	30,623.91
015 - FIRE SERVICE	9,277.56	0.00
041 - LIBRARY FUND	3,907.16	3,907.16
043 - PARKS & RECREATION	552.22	26.25
044 - AQUA COURT	586.98	0.00
046 - LAWRENCE COMMUNITY CENTER FUND	1,512.75	0.00
110 - ROAD USE TAX	9,348.27	0.00
122 - LOCAL OPTION TAX 65%	142.08	95.92
331 - DOWNTOWN PROJECTS/PROGRAMS	2,642.03	0.00
351 - POLICE STATION RENOVATION	1,901.41	0.00
361 - CAPITAL PROJECTS	3,250.00	0.00
600 - WATER FUND	19,256.48	5,327.93
610 - WASTEWATER FUND	11,135.00	1,402.38
Grand Total:	116,450.90	41,383.55

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-2200	FIT HOLDING	6,191.78	6,191.78
001-000-2201	SIT HOLDING	2,693.05	2,693.05
001-000-2202	FICA HOLDING	8,742.50	8,742.50
001-000-2203	IPERS HOLDING	9,748.32	9,748.32
001-000-2204	PEDC HOLDING	150.38	150.38
001-000-2206	MEDICARE HOLDING	2,082.70	2,082.70
001-110-6155	SELF FUNDED HEALTH IN	70.00	70.00
001-110-6370	UTILITIES, GAS	1,143.00	0.00
001-110-6429	WORK COMP DEDUC	723.02	0.00
001-110-6446	TRAVEL EXPENSES	184.00	0.00
001-110-6474	MAINTENANCE, VEHICLE	94.15	0.00
001-110-6490	SOFTWARE MAINT CON	749.00	0.00
001-110-6504	EQUIPMENT, SMALL	477.36	0.00
001-110-6508	SUPPLIES, POSTAGE	96.64	0.00
001-110-6530	SUPPLIES, OPERATIONS	327.47	0.00
001-110-6535	SUPPLIES, OFFICE	22.36	0.00
001-110-6537	JCERT	749.87	0.00
001-110-6540	BLDG & GROUNDS MAI	75.96	0.00
001-110-6551	VEHICLE FUEL EXPENSES	2,001.09	0.00
001-210-6155	SELF FUNDED HEALTH IN	804.11	804.11
001-210-6490	PROFESSIONAL SERVICE	6.25	6.25
001-290-6460	LANDFILL ASSESSMENT	5,416.25	0.00
001-450-6491	GRAVE SERVICING	1,200.00	0.00
001-450-6504	EQUIPMENT, SMALL	199.99	0.00
001-599-6499	CDBG HOUSING REHAB	1,950.00	0.00
001-610-6514	CONTINGENCY, COUNCIL	3,533.33	0.00
001-622-6155	SELF FUNDED HEALTH IN	17.50	17.50
001-622-6414	PUBLIC NOTICES	397.46	0.00
001-622-6430	MEMBERSHIP DUES & S	102.32	102.32
001-622-6490	MAINT. CONTRACT SOFT	1,311.00	0.00
001-622-6491	PROFESSIONAL SERVICE	100.00	15.00
001-622-6530	SUPPLIES, OPERATIONS	58.70	0.00
001-622-6535	SUPPLIES/NONCAP EQUI	137.81	0.00
001-650-6370	UTILITIES, GAS	859.11	0.00
001-650-6474	MAINTENANCE, BLDGS	522.48	0.00
015-150-6370	UTILITIES, GAS	638.88	0.00
015-150-6373	UTILITIES, TELEPHONE	91.76	0.00
015-150-6446	TRAVEL	282.37	0.00
015-150-6470	MAINTENANCE, EQUIP	7,815.00	0.00
015-150-6475	MAINTENANCE, GROUN	45.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-150-6551	VEHICLE FUEL EXPENSES	404.55	0.00
041-410-6155	SELF FUNDED HEALTH IN	35.00	35.00
041-410-6471	MAINTENANCE, COPIER	96.00	96.00
041-410-6475	MAINTENANCE, BLDGS	1,806.57	1,806.57
041-410-6501	BOOKS AND PERIODICA	1,242.25	1,242.25
041-410-6502	ADULT PROGRAM SUPPL	179.98	179.98
041-410-6508	SUPPLIES, POSTAGE	122.78	122.78
041-410-6535	SUPPLIES, OFFICE	214.41	214.41
041-410-6540	SUPPLIES, BLDGS. & GR	154.00	154.00
041-410-6553	MISCELLANEOUS EXPEN	56.17	56.17
043-430-6155	SELF FUNDED HEALTH IN	26.25	26.25
043-430-6373	UTILITIES, TELEPHONE	158.98	0.00
043-430-6470	MAINTENANCE, EQUIP	59.98	0.00
043-430-6550	VEHICLE EXPENSES	228.01	0.00
043-430-6551	FUEL EXPENSE	79.00	0.00
044-440-6370	UTILITIES, GAS	35.26	0.00
044-440-6545	SUPPLIES, MISCELLANEO	3.99	0.00
044-440-6546	MERCHANDISE FOR RES	547.73	0.00
046-460-6370	UTILITIES, GAS	1,512.75	0.00
110-211-6370	UTILITIES, GAS	710.25	0.00
110-211-6373	UTILITIES, TELEPHONE	66.04	0.00
110-211-6470	MAINTENANCE, EQUIP	3,241.29	0.00
110-211-6474	MAINTENANCE, VEHICLE	645.71	0.00
110-211-6504	EQUIPMENT, SMALL	888.89	0.00
110-211-6523	GROUND & BLDG. MAI	37.98	0.00
110-211-6530	SUPPLIES, OPERATIONS	1,155.49	0.00
110-211-6543	SUPPLIES, STREET MAIN	747.75	0.00
110-211-6551	VEHICLE FUEL EXPENSES	1,810.89	0.00
110-211-6553	MISCELLANEOUS SUPPLI	43.98	0.00
122-210-6372	ELECTRIC UTILITIES, ST LI	46.16	0.00
122-410-6725	EQUIPMENT	95.92	95.92
331-600-6490	PROFESSIONAL SVS	429.53	0.00
331-601-6455	GENERAL CONTRACTS	2,212.50	0.00
351-111-6490	PROFESSIONAL SERVICE	1,901.41	0.00
361-512-6490	PROFESSIONAL SERVICE	3,250.00	0.00
600-810-6155	SELF FUNDED HEALTH IN	17.50	17.50
600-810-6181	ALLOWANCE, UNIFORM	44.99	0.00
600-810-6370	UTILITIES, GAS	694.53	0.00
600-810-6373	UTILITIES, TELEPHONE	139.85	0.00
600-810-6402	ADVERTISING, GENERAL	135.00	0.00
600-810-6455	MAINTENANCE, EQUIP	168.59	0.00
600-810-6470	PROF. SERVICES - TESTIN	85.00	0.00
600-810-6472	MAINTENANCE, SYSTEM	129.98	0.00
600-810-6489	PROFESSIONAL SERVICE	3.75	3.75
600-810-6491	SALES TAXES PAID	4,900.68	4,900.68
600-810-6501	CHEMICALS	5,903.72	0.00
600-810-6504	EQUIPMENT, SMALL	399.98	0.00
600-810-6508	SUPPLIES, POSTAGE	406.00	406.00
600-810-6530	SUPPLIES, OPERATIONS	37.98	0.00
600-810-6531	SUPPLIES, BILLING	528.00	0.00
600-810-6540	SUPPLIES, BLDGS. & GR	65.00	0.00
600-810-6551	FUEL EXPENSE	295.93	0.00
600-810-6782	WATER SYSTEM IMPROV	5,300.00	0.00
610-815-6155	SELF FUNDED HEALTH IN	17.50	17.50
610-815-6370	UTILITIES, GAS	2,685.24	0.00
610-815-6470	MAINTENANCE, EQUIP	2,146.84	0.00
610-815-6474	MAINTENANCE, VEHICLE	2.31	0.00
610-815-6479	PROF. SERVICES - TESTIN	1,793.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
610-815-6489	PROFESSIONAL SERVICE	2.50	2.50
610-815-6491	SALES TAXES PAID	842.05	842.05
610-815-6493	LOCAL OPTION SALES TA	134.33	134.33
610-815-6501	CHEMICALS	242.97	0.00
610-815-6508	SUPPLIES, POSTAGE	406.00	406.00
610-815-6510	SAFETY EQUIPMENT	60.00	0.00
610-815-6523	EQUIPMENT, BLDG. MAI	45.00	0.00
610-815-6531	SUPPLIES, BILLING	634.30	0.00
610-815-6535	SUPPLIES, OFFICE	295.60	0.00
610-815-6540	SUPPLIES, BLDGS. & GR	674.63	0.00
610-815-6551	FUEL EXPENSE	664.49	0.00
610-815-6553	MISCELLANEOUS EXPEN	169.99	0.00
610-815-6722	EQUIPMENT, OPERATIO	318.00	0.00
	Grand Total:	116,450.90	41,383.55

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	116,450.90	41,383.55
Grand Total:	116,450.90	41,383.55