



**COUNCIL AGENDA
MONDAY, MARCH 18, 2024 - 6:00 P.M.
CITY HALL – SECOND FLOOR**

- I. CALL TO ORDER AND ROLL CALL, 6:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. APPROVAL OF THE MARCH 4, 2024 REGULAR MEETING MINUTES
- IV. CITIZEN APPEARANCE:
 - A) Story County Community Foundation
 - B) Cheryl Eddy
 - C)
- V. LEGAL ITEMS:
 - A) Resolution No. 24-28 – Accepting Work of Contractor on Railroad Crossing Improvement Project
 - B) Resolution No. 24-29 – Approving Amendment No. 1 to the Agreement with Story County for American Rescue Plan Act (ARPA) Grant Funds
 - C)
- VI. ADMINISTRATIVE ITEMS:
 - A) Approve Construction Pay Application No. 4/Final for the Railroad Crossing Improvement Project
 - B) Approve Engineering Services Agreement with CGA for Hillcrest Culvert Replacement Project
 - C) Approve Renewal of General Insurance
 - D)
- VII. PERMITS:
 - A) Sign:
 - 1. Fareway Stores – 1550 Broad St.
 - 2.
 - B)

VIII. MAYOR & CITY COUNCIL AGENDA ITEMS:

- A) Wastewater Treatment Plant Project
- B) Schedule Special City Council Meeting for April 1st at 5:30 p.m.
- C)

IX. APPROVAL OF BILLS AND CLAIMS

X. COMMENTS REGARDING NON-AGENDA ITEMS

XI. ADJOURNMENT

STORY CITY, IOWA

March 4, 2024

Mayor Jensen called the council meeting to order on Monday March 4, 2024, at 6:00 p.m. at City Hall.

Present: Mayor Jensen, Administrator Jackson, Attorney Larson
Council Members: Ostrem, Phillips, O'Connor, Sporleder
Absent: Solberg

Also Present: Nicole Englehardt, EDC

Motion by Sporleder, seconded by O'Connor, to approve the agenda.
Aye: Ostrem, Phillips, O'Connor, Sporleder
Nay: None
Motion Carried.

Motion by Ostrem, seconded by Sporleder, to approve the February 19, 2024 regular meeting minutes.
Aye: Ostrem, Phillips, O'Connor, Sporleder
Nay: None
Motion Carried.

PUBLIC HEARINGS

- A) Proposed Urban Renewal Plan Amendment for the Story City Consolidated Urban Renewal Area
Mayor Jensen opened the public meeting. With no public comment, he closed the public meeting.
- B) Proposed Amendment to the Fiscal Year 2023-24 Budget
Mayor Jensen opened the public meeting. With no public comment, he closed the public meeting.

LEGAL ITEMS

- A) Ordinance No. 348 – Clarifying Service Charges and Rates for Service by Amending Sections 92.01 and 92.02 of the Code of Ordinances of the City of Story City, Iowa, Waive Two Readings and Proceed to Final Reading

Council member Ostrem introduced Ordinance 348- An ordinance Clarifying Service Charges and Rates for Service by Amending Sections 92.01 and 92.02 of the Code of Ordinances of the City of Story City, Iowa, Waive Two Readings and Proceed to Final Reading

Motion by O'Connor, seconded by Sporleder, to adopt Ordinance 348.
Aye: Ostrem, Phillips, O'Connor, Sporleder
Nay: None
Absent: Solberg

The Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Councilperson O'Connor that the provision requiring an ordinance to be considered at two meetings prior to passage be suspended. This motion was seconded by Councilperson Phillips, and upon roll call, was carried by an aye and nay vote of the Council as follows:

Aye: Ostrem, Phillips, O'Connor, and Sporleder.

Nay: None.

Absent: Solberg

The Mayor declared the provision requiring an ordinance to be considered at two meetings prior to passage be suspended.

It was then moved by Councilperson Ostrem that Ordinance No. 348 be passed and the title agreed upon. This motion was seconded by Councilperson Phillips, and, upon roll call, was carried by an aye and nay vote of the Council, as follows:

Aye: Ostrem, Phillips, O'Connor, and Sporleder.

Nay: None.

Absent: Solberg

Whereupon the Mayor declared the motion duly carried and declared that said ordinance had been duly adopted.

- B) Resolution No. 24-23 – Approve Urban Renewal Plan Amendment for the Story City Consolidated Urban Renewal Area
Motion by Phillips, seconded by Ostrem, to approve Urban Renewal Plan Amendment for the Story City Consolidated Urban Renewal Area
Aye: Ostrem, Phillips, O'Connor, and Sporleder.
Nay: None.
Motion carried.
- C) Resolution No. 24-24 – Approving and Adopting an Amendment to The Fiscal Year 2023-24 Budget
Motion by Sporleder, seconded by Phillips, to approve and adopt an Amendment to The Fiscal Year 2023-24 Budget
Aye: Ostrem, Phillips, O'Connor, and Sporleder.
Nay: None.
Motion carried.
- D) Resolution No. 24-25 – Setting a Public Hearing on the Proposed Property Tax Levy for the Fiscal Year 2024-25 Budget
Motion by O'Connor, seconded by Phillips, to approve Resolution No. 24-25 – Setting a Public Hearing for April 1 at City Hall at 5:30 p.m. on the Proposed Property Tax Levy for the Fiscal Year 2024-25 Budget
Aye: Ostrem, Phillips, O'Connor, and Sporleder.
Nay: None.
Motion carried.

- E) Resolution No. 24-26 – Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Story City Wastewater Treatment Facility Upgrade Project and the Taking of Bids Thereof
Motion by Ostrem, seconded by Sporleder, to approve Resolution No. 24-26 – Provide for a Notice of Hearing on April 1 at City Hall at 6:00 p.m.
on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Story City Wastewater Treatment Facility Upgrade Project and the Taking of Bids Thereof
Aye: Ostrem, Phillips, O’Connor, and Sporleder.
Nay: None.
Motion carried.
- F) Resolution No, 24-27 – To Fix a Date for a Public Hearing to Enter Into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$15,000,000
Motion by Sporleder, seconded by O’Connor, to approve Resolution No, 24-27 – To Fix a Date for a Public Hearing April 1 at City Hall at 6:00 p.m.
to Enter Into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$15,000,000
Aye: Ostrem, Phillips, O’Connor, and Sporleder.
Nay: None.
Motion carried.

ADMINISTRATIVE ITEMS

- A) Approve Construction Pay Application No. 3 for the Railroad Improvements Project
Motion by Phillips, seconded by Ostrem, to approve Construction Pay Application No. 3 for the amount of \$17, 408.91 for the Railroad Improvements Project
Aye: Ostrem, Phillips, O’Connor, and Sporleder.
Nay: None.
Motion carried.

PERMITS

- A) Liquor:
1. Kwik Trip/Star – 1704 Broad St.
Motion by Sporleder, seconded by O’Connor, to approve Liquor Permit for Kwik Trip/Star – 1704 Broad St.
Aye: Ostrem, Phillips, O’Connor, and Sporleder.
Nay: None.
Motion carried.

MAYOR & CITY COUNCIL AGENDA ITEMS

- A) Sewer Bill Adjustment – 305 Sunrise Ave
Motion by O'Connor, seconded by Phillips, to approve Sewer Bill Adjustment –
305 Sunrise Ave
Aye: Ostrem, Phillips, O'Connor, and Sporleder.
Nay: None.
Motion carried.

APPROVAL OF BILLS AND CLAIMS

Motion by Ostrem, seconded by Sporleder, to approve payment of bills and
claims.
Aye: Ostrem, Phillips, O'Connor, Sporleder
Nay: None
Motion Carried.

COMMENTS REGARDING NON-AGENDA ITEMS

- CM Phillips appreciated the briefing and noted that many people she has visited with are very happy to be living in Story City
- CM Ostrem asked for an update on the baseball diamond project

There being no further business before council, the meeting adjourned at 6:27 p.m.

ATTEST:

Heather Slifka, City Clerk

Mike Jensen, Mayor

The following resolution was offered by Councilperson _____,
who moved its adoption.

RESOLUTION NO. 24-28

**ACCEPTING WORK OF CONTRACTOR ON RAILROAD CROSSING
IMPROVEMENT PROJECT**

WHEREAS, the project engineer has reported that work has been completed for the Railroad Crossing Improvement Projects (the "Project") under the contract entered into between the City of Story City, Iowa (the "City"), and Manatt's Inc. (the "Contractor"), and

WHEREAS, in the judgement of this Council, the work appears to meet the requirements of the plans and specifications hereto adopted by the Council for the Project, all as evidenced by the final certificate of completion and estimate of cost, placed on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa, as follows:

Section 1. The work as completed by the Contractor for the construction of the Project is hereby accepted.

Section 2. Except for the amount being retained by the City pursuant to Chapter 573 of the Code of Iowa, which shall be paid to the contractor not less than 30 days after the acceptance of the work, the amount due to the contractor is hereby ordered paid from available funds from which payment for the Project may be made.

Section 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

The motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 18th day of March, 2024.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

Engineer's Statement of Completion

Project: Railroad Crossing Improvements
Story City, Iowa

Division 2 – Broad Street
RR Crossing ID 196994L
IDOT PN RRP-RR09(200)--8A-00

Division 1 - Washington Street
RR Crossing ID 196993E
IDOT PN RRP-RR03(207)--8A-00

Contractor: Manatt's Inc.
2120 E 13th Street
Ames, IA 50010

I hereby state that the construction of the Railroad Crossing Improvements in Story City, Iowa by a contract dated July 10, 2023 has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The final walk through was held on August 21, 2023 and all parties agreed that the project was substantially complete at that time. All remaining punch list items have been completed and the IDOT has provided Completion and Final Acceptance statements for both divisions (attached).

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Two-Hundred Twenty Thousand, Three-Hundred Seventy-One and 56/100 (\$220,371.56). The derivation of this amount is tabulated on the attached sheet and includes \$101,635.21 for Division 1 and \$118,736.35 for Division 2 work.

Ninety-five percent (95%) of the total amount due the Contractor has been paid. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following acceptance of the project by the Board of Supervisors. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after forty (40) days following the initial thirty (30) day waiting period following acceptance of the project by the Board of Supervisors.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Mindy Bryngelson, P.E.
Iowa License No. 17135

Date: _____

Accepted by:

Resolution: _____ Date: _____

Signed: _____

Attest: _____

Distribution: Engineer
Contractor
City of Story City



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

515.733.2121

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator *maj*
Re: Resolution No. 24-29 – Approving Agreement Amendment No. 1
With Story County for ARPA Grant Funding
Date: March 18, 2024

Presented for Mayor and City Council consideration is Resolution No. 24-29 for the purpose of approving an amendment to the agreement with Story County regarding the American Rescue Plan Act (ARPA) grant funding award.

The City has been awarded \$302,500 from the Story County Board of Supervisors for the purpose of making necessary and needed investment in sewer and water infrastructure systems, including: 1) Lining and related work of sewer mains to prevent the inflow and infiltration of rain and ground water into the sanitary sewer system, and 2) Replacement of aging water mains. The City will provide a match of \$302,500 with funding coming from the City's ARPA grant award and 2021A Bond.

The proposed amendment is in regards to the "Grant Expenditure Schedule" as highlighted on the attached proposed amended agreement.

The following resolution was offered by Councilperson _____, who moved its adoption.

RESOLUTION NO. 24-29

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH STORY COUNTY FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS

WHEREAS, the City Council of the City of Story City has previously entered into an agreement with Story County concerning said County's grant award of American Rescue Plan Act (ARPA) funds, and

WHEREAS, Story County has furnished a proposed Amendment No. 1 to the Agreement, a copy of which is attached hereto and by this reference made apart hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa, that said Agreement Amendment No. 1 is hereby approved, and the Mayor is hereby authorized and directed to execute same on behalf of the City of Story City, together with such other documents as Story County may reasonably request.

This foregoing Resolution was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared Resolution No. 24-29 duly adopted this 18th day of March, 2024.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

AMENDMENT NO. 1
To
Grant Agreement
for
STORY CITY ARPA PROJECTS – CITY OF STORY CITY
ARPA SUBRECIPIENT NO. 15
Dated _____, 2024

This AMENDMENT No. 1 is by and among the County of Story, Iowa and City of Story City, Iowa (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made to the approved Grant Agreement:
 - a. Amend as follows:

3. **GRANT INFORMATION.**
 - (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
 - (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. Story County must obligate all of the received SLFRF funds no later than December 31, 2024. Therefore, prior to June 30, 2024, Subrecipient shall submit a satisfactory plan that demonstrates the timely draw down of all awarded funds illustrating the Subrecipient's ability to expend the funds by December 31, 2026. The Board of Supervisors may re-obligate funds awarded to the Subrecipient. Any re-obligations will be completed prior to December 31, 2024. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County is in writing prior to June 30, 2024, so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows:
Complete Agreement; Waivers and Amendments. All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Agreement is attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

2. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

CITY OF STORY CITY, IOWA (Subrecipient)

By: _____
Chairperson of the Board of Supervisors

By: _____

Dated: _____

Dated: _____

Construction Pay Estimate No. 4 - Final

Project Description: Railroad Crossing Improvements

Date of Contract: July 10, 2023

Contractor:

Manatt's Inc.
Ames, Iowa

Owner:

City of Story City
Story City, Iowa

Base Contract Price		\$187,648.20	Materials on Hand (See Attached Tab)	\$0.00
Change Order	C01	\$7,500.00		
	C02	\$679.15	Construction Completed to Date (See Attached Tab)	\$220,371.56
	C03	\$1,650.11		
	C04	\$4,425.49		
	C05	\$3,601.62	Total Amount Earned to Date	\$220,371.56
	C06	\$3,001.35		
			Less Previous Payment	\$209,352.98
			Less Retainage	0.0% \$0.00
TOTAL CONTRACT PRICE		\$208,505.92	AMOUNT DUE THIS ESTIMATE	\$11,018.58

Requested by Contractor:


Manatt's Inc

Contract Administrator
Title

2/27/24
Date

Recommended by Engineer:


Mindy Bryngelson, PE
Clapsaddle-Garber Associates, Inc.

Executive Vice President
Title

2/27/24
Date

Approved by Owner:

City of Story City

Title

Date

Prepared by:
Clapsaddle-Garber Associates
Ames, Iowa

CGA Project No. 1709.06

A	Item No.	B	C		D		E		F		G		H		I		J		K		L	M	N	O	P	Q	R		
			UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	CONTRACT PRICE	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	WORK COMPLETED	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE	% (Q/B)	BALANCE TO FINISH (G-Q)	RETAINAGE (% OF Q)											
Washington Street - Division 1: RR Crossing ID 186983E; DOT Project No. RRP-RR081207-4A-00																													
2010-E	Excavation, Class 10, Borrow	CY	59	\$47.00	\$5,133.00	59	\$5,133.00	0	\$5,133.00	0	\$5,133.00	59	\$5,133.00	100%	\$0.00	59	\$5,133.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
2010-G	Subgrade Preparation	SY	450	\$4.45	\$1,982.25	450	\$1,982.25	0	\$1,982.25	0	\$1,982.25	450	\$1,982.25	100%	\$0.00	450	\$1,982.25	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7010-E-1	Subbase, Modified, 6" Depth	SY	408	\$23.00	\$9,384.00	430	\$9,890.00	0	\$9,890.00	0	\$9,890.00	430	\$9,890.00	107%	\$0.00	430	\$9,890.00	107%	\$0.00	\$0.00	\$0.00	\$0.00							
7010-E-2	Subbase, Modified, 4" Depth	SY	51	\$30.25	\$1,542.75	51	\$1,542.75	0	\$1,542.75	0	\$1,542.75	51	\$1,542.75	100%	\$0.00	51	\$1,542.75	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7010-E-3	Subbase, Modified, 2" Depth	SY	128	\$97.00	\$12,416.00	128	\$12,416.00	0	\$12,416.00	0	\$12,416.00	128	\$12,416.00	100%	\$0.00	128	\$12,416.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7020-B	Preventive HMA, 7"	SY	380	\$65.00	\$24,800.00	403	\$26,195.00	0	\$26,195.00	0	\$26,195.00	403	\$26,195.00	103%	\$0.00	403	\$26,195.00	103%	\$0.00	\$0.00	\$0.00	\$0.00							
7020-A-1	Removal of Subbase	SY	52	\$35.00	\$1,820.00	52	\$1,820.00	0	\$1,820.00	0	\$1,820.00	52	\$1,820.00	100%	\$0.00	52	\$1,820.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7030-E	Shoulder, PCC, 4"	SY	25	\$150.00	\$3,750.00	25	\$3,750.00	0	\$3,750.00	0	\$3,750.00	25	\$3,750.00	100%	\$0.00	25	\$3,750.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7030-G	Detachable Warnings	SP	20	\$47.00	\$940.00	20	\$940.00	0	\$940.00	0	\$940.00	20	\$940.00	100%	\$0.00	20	\$940.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7040-H	Preventive Removal	SY	572	\$13.00	\$7,436.00	568	\$7,384.00	0	\$7,384.00	0	\$7,384.00	568	\$7,384.00	100%	\$0.00	568	\$7,384.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	1.07	\$1,971.00	\$2,108.97	1.07	\$2,108.97	4.05	\$8,002.29	0	\$8,002.29	5.13	\$10,111.23	479%	\$0.00	2	\$816.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8020-G	Painted Pavement Markings, Solvent/Waterborne	EA	2	\$408.00	\$816.00	2	\$816.00	0	\$816.00	0	\$816.00	2	\$816.00	100%	\$0.00	2	\$816.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8030-A	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$5,000.00	0	\$5,000.00	1	\$5,000.00	100%	\$0.00	1	\$5,000.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
9010-A	Conventional Seeding, fertilizing and mulching	AC	0.5	\$10,858.00	\$5,429.00	0.5	\$5,429.00	0	\$5,429.00	0	\$5,429.00	0.5	\$5,429.00	100%	\$0.00	0.5	\$5,429.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
1010-A	Demolition Work	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00	0	\$3,500.00	0	\$3,500.00	1	\$3,500.00	100%	\$0.00	1	\$3,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11010-A	Construction Survey	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$2,500.00	0	\$2,500.00	1	\$2,500.00	100%	\$0.00	1	\$2,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11020	Mobilization	LS	1	\$7,500.00	\$7,500.00	1	\$7,500.00	0	\$7,500.00	0	\$7,500.00	1	\$7,500.00	100%	\$0.00	1	\$7,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11.050-A	Concrete Washout	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$2,000.00	0	\$2,000.00	1	\$2,000.00	100%	\$0.00	1	\$2,000.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
0000-888-A	Railroad Protective Liability Insurance	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$2,500.00	0	\$2,500.00	1	\$2,500.00	100%	\$0.00	1	\$2,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
Broad Street - Division 2: RR Crossing ID 186984L; DOT Project No. RRP-RR081280-4A-00																													
2010-E	Excavation, Class 10, Borrow	CY	86	\$7,482.00	\$7,482.00	86	\$7,482.00	0	\$7,482.00	0	\$7,482.00	86	\$7,482.00	100%	\$0.00	86	\$7,482.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
2010-G	Subgrade Preparation	SY	517	\$4.45	\$2,300.85	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$0.00	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00							
2010-L-1	Subbase, Modified, 6" Depth	SY	481	\$23.00	\$11,263.00	488	\$11,454.00	0	\$11,454.00	0	\$11,454.00	488	\$11,454.00	101%	\$0.00	488	\$11,454.00	101%	\$0.00	\$0.00	\$0.00	\$0.00							
7010-E-1	Subbase, Modified, 4" Depth	SY	51	\$30.25	\$1,542.75	51	\$1,542.75	0	\$1,542.75	0	\$1,542.75	51	\$1,542.75	100%	\$0.00	51	\$1,542.75	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7010-E-2	Subbase, Modified, 2" Depth	SY	128	\$97.00	\$12,416.00	128	\$12,416.00	0	\$12,416.00	0	\$12,416.00	128	\$12,416.00	100%	\$0.00	128	\$12,416.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7020-B	Preventive HMA, 7"	SY	380	\$65.00	\$24,800.00	403	\$26,195.00	0	\$26,195.00	0	\$26,195.00	403	\$26,195.00	103%	\$0.00	403	\$26,195.00	103%	\$0.00	\$0.00	\$0.00	\$0.00							
7020-A-1	Removal of Subbase	SY	52	\$35.00	\$1,820.00	52	\$1,820.00	0	\$1,820.00	0	\$1,820.00	52	\$1,820.00	100%	\$0.00	52	\$1,820.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7030-E	Shoulder, PCC, 4"	SY	25	\$150.00	\$3,750.00	25	\$3,750.00	0	\$3,750.00	0	\$3,750.00	25	\$3,750.00	100%	\$0.00	25	\$3,750.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7030-G	Detachable Warnings	SP	20	\$47.00	\$940.00	20	\$940.00	0	\$940.00	0	\$940.00	20	\$940.00	100%	\$0.00	20	\$940.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
7040-H	Preventive Removal	SY	572	\$13.00	\$7,436.00	568	\$7,384.00	0	\$7,384.00	0	\$7,384.00	568	\$7,384.00	100%	\$0.00	568	\$7,384.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	1.07	\$1,971.00	\$2,108.97	1.07	\$2,108.97	4.05	\$8,002.29	0	\$8,002.29	5.13	\$10,111.23	479%	\$0.00	2	\$816.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8020-G	Painted Pavement Markings, Solvent/Waterborne	EA	2	\$408.00	\$816.00	2	\$816.00	0	\$816.00	0	\$816.00	2	\$816.00	100%	\$0.00	2	\$816.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
8030-A	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$5,000.00	0	\$5,000.00	1	\$5,000.00	100%	\$0.00	1	\$5,000.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
9010-A	Conventional Seeding, fertilizing and mulching	AC	0.5	\$10,858.00	\$5,429.00	0.5	\$5,429.00	0	\$5,429.00	0	\$5,429.00	0.5	\$5,429.00	100%	\$0.00	0.5	\$5,429.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
1010-A	Demolition Work	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00	0	\$3,500.00	0	\$3,500.00	1	\$3,500.00	100%	\$0.00	1	\$3,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11010-A	Construction Survey	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$2,500.00	0	\$2,500.00	1	\$2,500.00	100%	\$0.00	1	\$2,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11020	Mobilization	LS	1	\$7,500.00	\$7,500.00	1	\$7,500.00	0	\$7,500.00	0	\$7,500.00	1	\$7,500.00	100%	\$0.00	1	\$7,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
11.050-A	Concrete Washout	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$2,000.00	0	\$2,000.00	1	\$2,000.00	100%	\$0.00	1	\$2,000.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
0000-888-A	Railroad Protective Liability Insurance	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$2,500.00	0	\$2,500.00	1	\$2,500.00	100%	\$0.00	1	\$2,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00							
Change Order																													
1	CO1.1	Additional mobilization due to delay by UPRR (Washington)	LS	1	\$7,500.00	\$7,500.00	1	\$7,500.00	0	\$7,500.00	0	\$7,500.00	1	\$7,500.00	100%	\$0.00	1	\$7,500.00	100%	\$0.00	\$0.00	\$0.00	\$0.00						
2	CO2.1	Reassembling Broad St due to UPRR bearing out holes	LS	1	\$670.15	\$670.15	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$0.00	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00						
3	CO2.2	Regrinding and reprofiling (Broad St)	LS	1	\$1,650.11	\$1,650.11	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$0.00	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00						
4	CO2.3	Removal of pavement markings (Broad St)	LS	1	\$4,425.49	\$4,425.																							



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

515.733.2121

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator *MAJ*
Re: Engineering Services Agreement with CGA
for Hillcrest Culvert Replacement Project
Date: March 18, 2024

Presented for Mayor and City Council consideration is a request to enter into a proposed engineering services agreement with CGA for the Hillcrest Culvert Replacement Project at a cost not-to-exceed \$41,400.

As discussed at the City Council work session held on January 20, 2024, the culverts located on Hillcrest Drive between Eighth Street and Maple Street are in a deteriorating condition and in need of replacement.

ENGINEERING SERVICES AGREEMENT



This AGREEMENT made as of the ____ day of _____, 2024 by and between the City of Story City, Iowa hereafter "CLIENT" and CLAPSADDLE-GARBER ASSOCIATES, INC., (hereafter "ENGINEER").

1. THE ENGINEER AGREES TO perform those tasks described in Attachment B - Scope of Engineering Services for the **Hillcrest Culvert Replacement Project**.
2. THE ENGINEER AGREES TO perform the Scope of Engineering Services in a reasonable period of time commensurate with the performance of those services, unless a specific schedule for the performance of services is agreed upon between CLIENT and ENGINEER and incorporated as part of this AGREEMENT.
3. THE ENGINEER AGREES TO perform Additional Special Services not described in the scope of services included in this Agreement, if authorized in writing by Client and Engineer shall furnish such Additional Special Services at the normal hourly rates and charges applicable to those services at the time of their performance, and a schedule of those charges will be presented to the CLIENT upon request.
4. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. The Client shall give prompt and thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - b. The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements and obtain all permits reasonable and necessary in the development of the Project, and pay all costs incidental thereto.
 - c. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer 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.

Payments for Professional Services:

The Client shall pay the Engineer on an hourly rate basis in accordance with Attachment C - Hourly Rate Schedule. The total fee shall not exceed **\$41,400** for the Scope of Services described in Attachment B. Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

5. THE CLIENT AND ENGINEER FURTHER AGREE to the Standard Terms and Conditions contained in Attachment A. The signatures below serve to incorporate the Standard Terms and Conditions as part of this AGREEMENT, regardless whether they are separately signed.
6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.
- Attachment A – Standard Terms and Conditions
 - Attachment B – Scope of Engineering Services
 - Attachment C – Hourly Rate Schedule
 - Attachment D – Site Location

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT:

By: _____

Title: _____

ATTESTED BY:

By: _____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc. _____

By:  _____

Title: *President* _____

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER 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 under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants 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, sequences, 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. The ENGINEER's/Surveyor's 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 Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend 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, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT 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 ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

**ATTACHMENT B
TO
ENGINEERING SERVICES AGREEMENT**

CLIENT: City of Story City
ENGINEER: Clapsaddle-Garber Associates, Inc. (CGA)

SCOPE OF ENGINEERING SERVICES

Basic Services

Project Description: The Engineer will conduct a topographic survey and prepare construction plans for the street, sanitary sewer, storm sewer, watermain, and associated infrastructure improvements to remove and replace twin culverts under Hillcrest Drive north of 8th St. To include related intake, street, and sidewalk repairs. Negotiation and acquisition of easements shall also be included.

Project Funding: This Engineering Services Agreement was developed with the assumption that the Project will be funded using local funds. CGA reserves the right to negotiate an amendment to this agreement to adjust CGA's scope, schedule, and fees if the actual funding sources change which have different requirements.

Project Schedule: Work shall commence upon receipt of a signed agreement. We established this scope and fee using the following schedule targeting a local letting in May 2024, and a 4-week construction period between June through September 2024.

The following tasks outline the *anticipated* scope of engineering services necessary to accomplish the proposed improvements.

Task 1.0 — Preliminary Design

- A. **Survey and Mapping of Existing Conditions:** Establish alignment, re-establish street right-of-way, set control points, and collect topography and cross section data for development of the detailed plans for the proposed improvements. The extents of the survey shall be sufficient to develop an Existing Conditions Drawing to be used in the project. Visible inspections shall also be performed on existing sewer structures to determine condition and serviceability. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities.
- B. **Preparation of Preliminary Drawings:** It is anticipated that the detailed plan drawings will consist of a cover sheet; general construction information; bid items, quantities, and descriptions; typical detail sheets; typical section sheets; site topography/existing conditions; pollution prevention plan; sanitary sewer plan & profile sheets, storm sewer plan & profile sheets; street plan & profile sheets; utility relocation/adjustment sheet and cross section sheets. Preliminary Drawings shall be developed for submittal to the City for design review and approval.
- C. **Tabulate Quantities/Preliminary Opinion of Probable Cost:** Based on preliminary design plans and specifications, tabulate bid quantities for use in preparation of a preliminary engineering opinion of probable construction costs.

- D. Meeting and Consultation: Conduct and document meetings with the City staff and other stakeholders to communicate and coordinate preparation of the plan.

Task 2.0 — Final Design

- A. Preparation of Final Drawings: Based on comments received from the City and other stake holder's preliminary plan set review, final design and preparation of the plan set documents will be performed.
- B. Tabulate Quantities/Opinion of Probable Cost: Based on final design plans and specifications, tabulate bid quantities for use in bidding, monitoring, and payment for construction work, and prepare a final engineering opinion of probable construction costs.
- C. Permits: Prepare and submit plans and documentation required for obtaining coverage under NPDES General Permit No. 2 from the Iowa DNR, including the initial Stormwater Pollution Prevention Plan (SWPPP) that is to be utilized during construction. Prepare and submit plans and documentation required for obtaining IDNR permits for the any proposed improvements to the water and/or sanitary sewer identified in the project area.
- D. Easements: Prepare documents, negotiate, and acquire expected easements on behalf of the City for the extension of the Culverts on each side of Hillcrest Dr. We assumed 2 permanent and 2 temporary easements will be acquired without condemnation. Values will be developed using a compensation estimate method, full appraisal services are not included in this scope.
- E. Meeting and Consultation: Conduct and document meetings with the city staff, City Council, and other stakeholders to communicate and coordinate final plan set documents.
- F. Advertisement & Distribution of Bidding Documents. CGA shall assist the City with the advertising and distribution of bidding documents. CGA shall prepare the Notice of Hearing and Letting utilizing the City's standard format. The City shall handle the publicizing of said Notice. CGA shall accept orders and distribute the contract documents to prospective bidders and shall maintain the plan holders list. The plan deposits shall be charged and handled in accordance with Iowa Code.
- G. Bid Opening & Award. Assist the City in securing and opening of bid proposals. Provide tabulation and analysis of bids. Assist the City in preparing signatory copies of the construction contract.

Task 3.0 — Construction Phase Engineering Services

- A. Perform contract administration and construction phase services for the accomplishment of the project as follows:
 - a. Designate a project manager and full-time field representative, who shall have experience and qualifications to observe construction activities and verify that materials delivered to the site meet the project specifications. All activities of the field representative will be

coordinated with the City's representative. The field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.

- b. The project field representative will provide part-time observation budgeted for up to 4 weeks at 20 hours per week.
- c. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provisions, and plans), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.
- d. Perform the services in accordance with accepted safety practices; however, these will not extend to safety practices of the construction contractor.
- e. Observe critical phases of construction and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.
- f. Take the field samples and/or test materials (soils and PCC Concrete) to be incorporated into the work. The specific testing to be performed by the Engineer shall be: Standard Soil Proctors; in place soil moisture and density compaction tests; PCC air content and slump; and PCC compression or flexural strength testing. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.
- g. Keep daily diary documentation of on-site activities during construction.
- h. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.
- i. Maintain for the City all original diaries, accounts, records, and reports prepared upon completion of the project.
- j. Document changes to the plans and submit to the City.
- k. Conduct any on-site meetings to discuss project issues, as coordinated with the City's project representative. Meetings should include the contractor's superintendent, the City representative, the design engineer(s), and others related to the project, as necessary. Prepare and distribute notes that document any construction meetings.
- l. Coordinate with City Public Works staff on project related issues.
- m. Prepare weekly construction summaries.
- n. Coordinate with property owners and stakeholders affected by the project to minimize disruption to their property.

- o. Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed modifications / additions are approved by the City prior to construction.
- p. Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.

B. Construction Staking:

- a. Provide vertical and horizontal control for construction operations in accordance with Iowa SUDAS construction staking requirements. It is anticipated this will include sanitary sewer, watermain, grading, paving and storm sewer.
- b. Re-staking shall be considered extra work and billed to the City in accordance with Engineer's current published rate schedule. The City may seek reimbursement from the Contractor to cover the cost of re-staking.
- c. Previously located property pins that were disturbed during construction activities shall be reset.

Task 4.0 – Project Closeout

- 4.1 Final Walk-Through. When the contractor claims final completion of construction, the Engineer shall conduct a review of the project and prepare a list of items of work that are not acceptable or uncompleted per the plans and specifications.
- 4.2 Engineer's Statement of Completion. CGA shall prepare the Engineer's Statement of Completion after accepting all work per the plans and specifications. This statement shall also include a final tabulation of construction quantities and costs as tabulated.
- 4.3 Record Drawings. CGA will prepare Record Drawings that shall be given to the City representative for their records.

The following tasks are available at our standard hourly rate schedule but not included in this agreement:

- I. Design Scope Changes
- II. As-Built Survey
- III. Soil Boring Coordination

Reimbursable Fees, such as planning and zoning review; recording fees; Iowa DNR SWPPP submittal; Entrance/Excavation permit fees; reports of ownership and liens; city review; building permit, utility and all other fees paid to the city, state, county, or other jurisdiction, are not included and should be paid direct by the Client or considered a direct reimbursable expense.

Attachment 



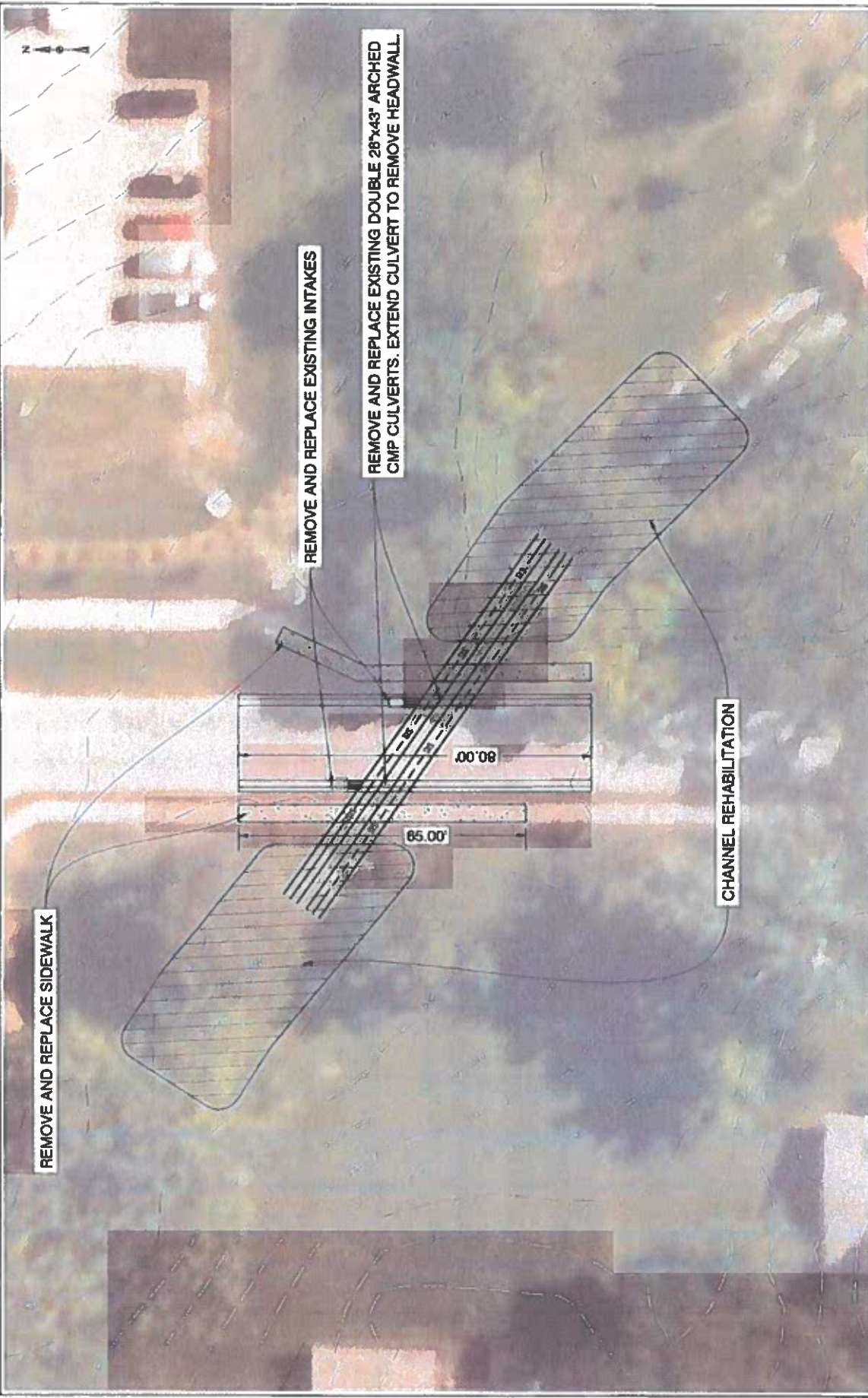
Hourly Rate Schedule

Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2024.

Sr. Project Manager	\$173	Sr. Professional Land Surveyor	\$140
Project Manager	\$150	Professional Land Surveyor	\$125
Associate Project Manager	\$135	Sr. Lead Surveyor	\$119
Sr. Project Engineer	\$130	Lead Surveyor	\$92
Project Engineer	\$125	Survey Tech	\$73
Sr. Design Engineer	\$120	Intern	\$65
Design Engineer II	\$110		
Design Engineer I	\$100	Survey Crew (One Person)	\$110
Landscape Architect Designer	\$94	Survey Crew (Two Person)	\$163
Sr. Design Tech	\$104	Construction Project Manager	\$114
Design Tech	\$91	Sr. Construction Tech	\$92
Sr. CADD Tech	\$85	Construction Tech	\$76
CADD Tech	\$74	Lab Manager	\$86
Project Coordinator	\$104	Sr. Administrative Assistant	\$79
ROW Agent	\$95	Administrative Assistant	\$68
GIS Technician	\$84		
Partner	\$230		
Principal	\$194		

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.85 per mile for automobiles/light truck and \$1.15 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$60.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$30.00 per hour. All other expenses incurred in connection with the services shall be reimbursed at the rate of the actual costs incurred.



REMOVE AND REPLACE SIDEWALK

REMOVE AND REPLACE EXISTING INTAKES

REMOVE AND REPLACE EXISTING DOUBLE 28"x43" ARCHED CMP CULVERTS. EXTEND CULVERT TO REMOVE HEADWALL.

65.00'

.00'08"

CHANNEL REHABILITATION

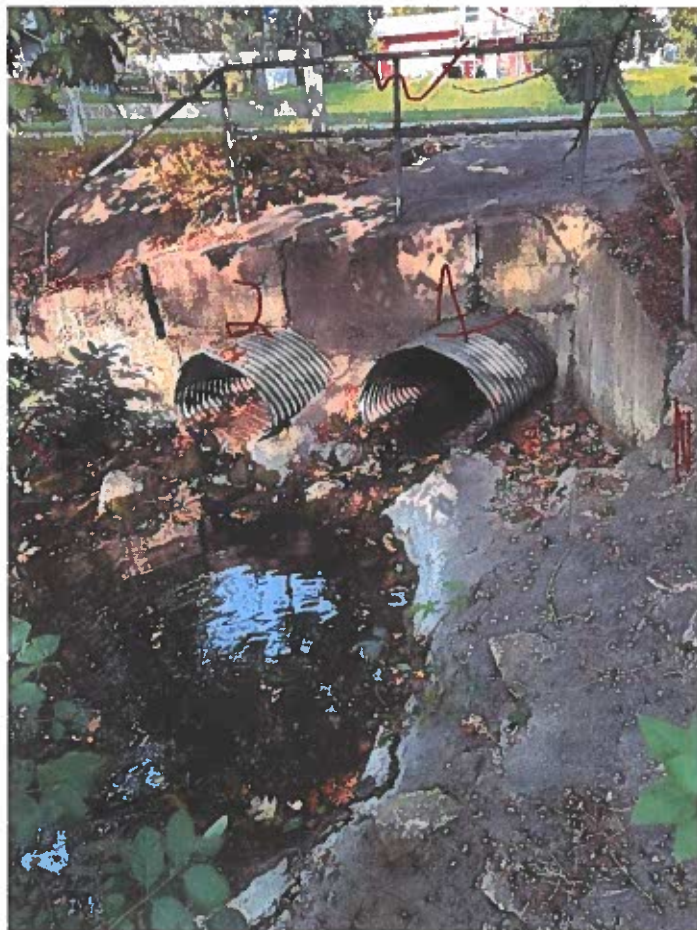


		HILLCREST CULVERT REPLACEMENT STORY CITY, IOWA		CONCEPT EXHIBIT	
PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.	PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.	PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.	PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.	PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.	PROJECT NO. 11111 DATE: 11/11/11 DRAWN BY: J.A.S. CHECKED BY: J.A.S. APPROVED BY: J.A.S.

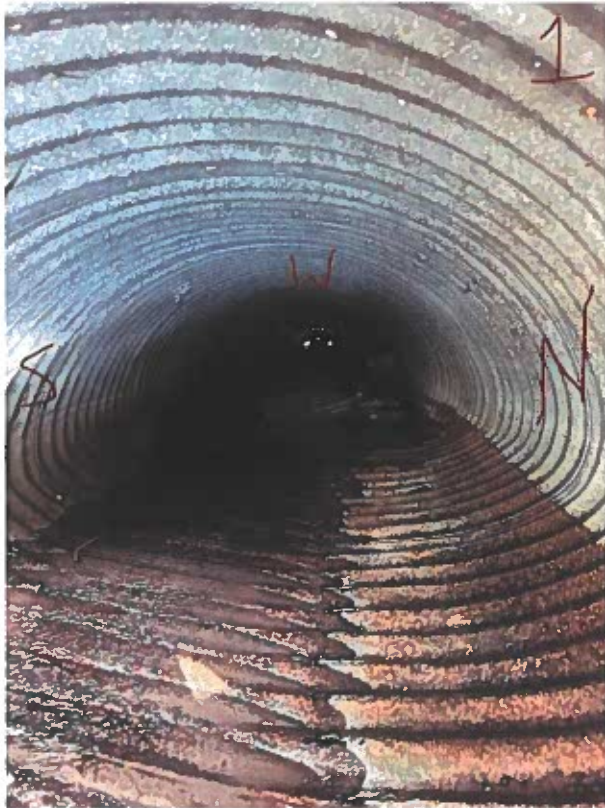
Hillcrest Culvert Field inspection notes and pictures from 8-25-23.



North Culvert Looking West – Notice bottom is buckled upward w/ obstructions.



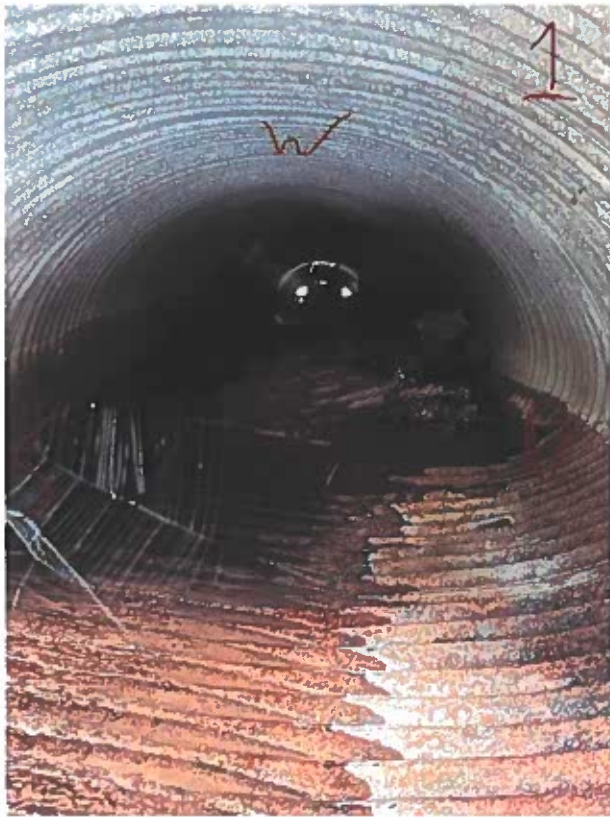
Outlet End
Looking West



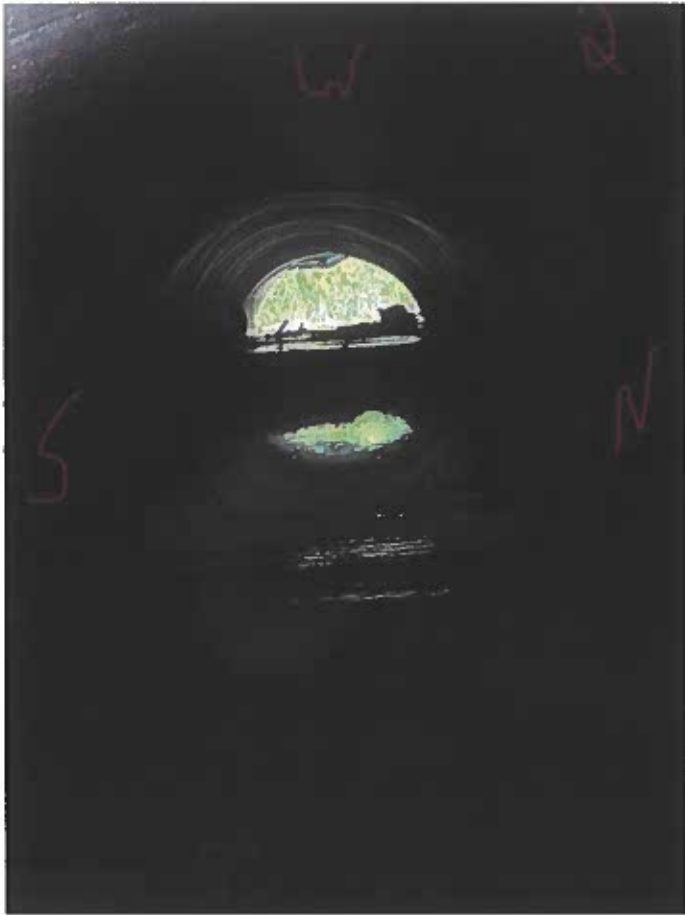
North Culvert Looking West



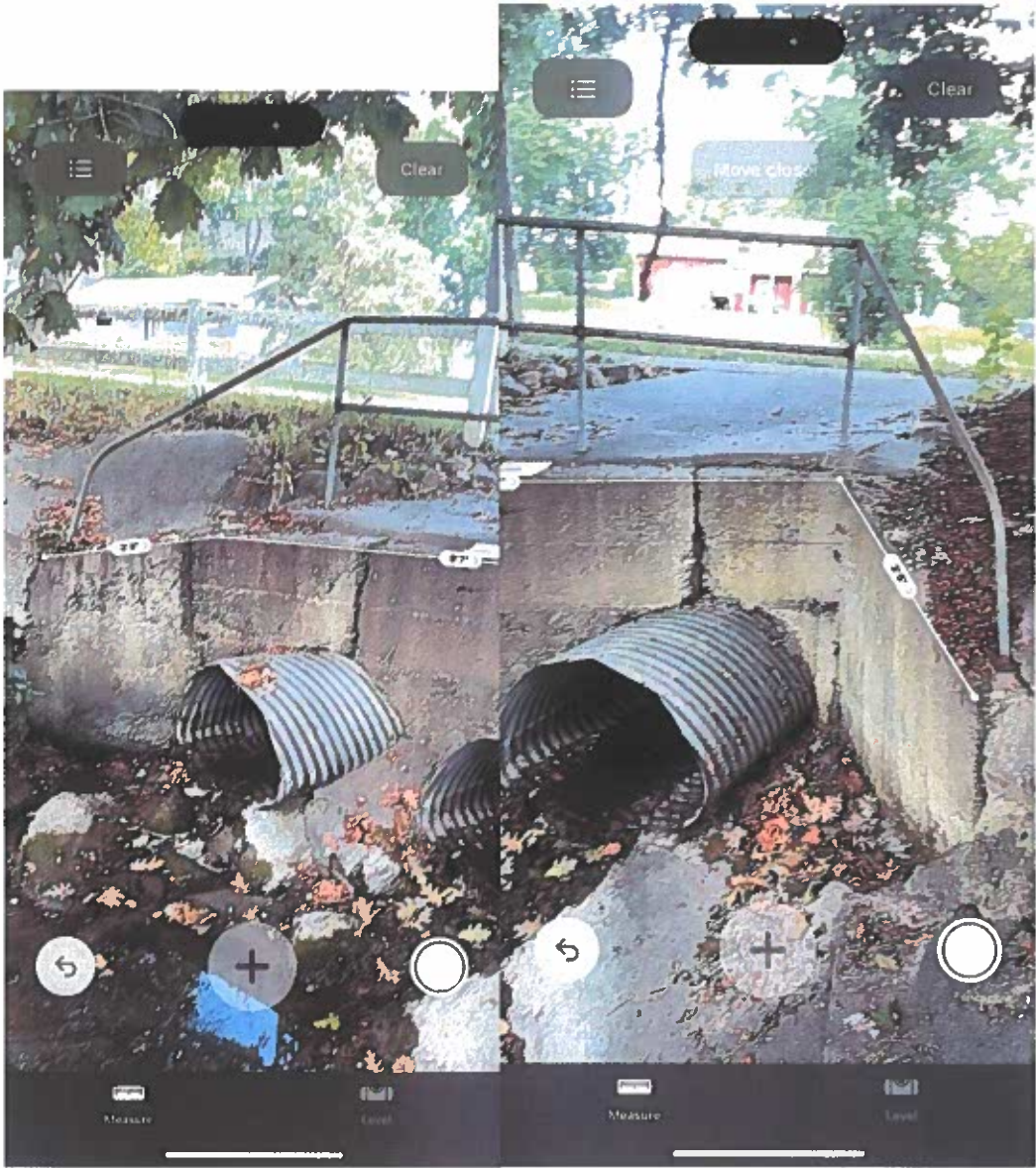
South Culvert Looking West



North Culvert Looking West – Notice bottom is buckled upward w/ obstructions.



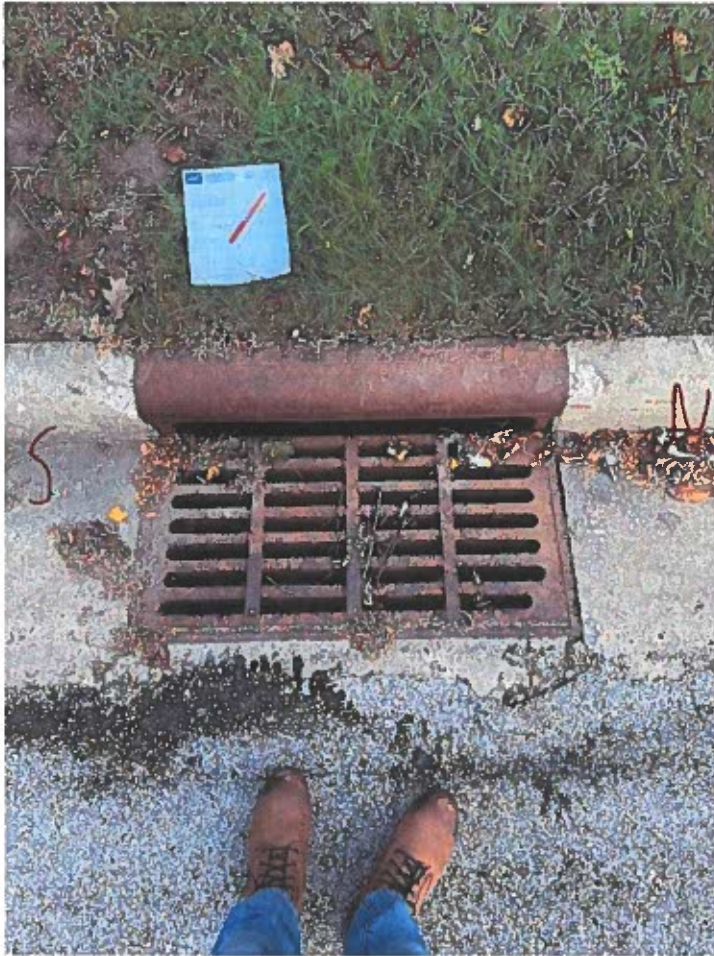
South Culvert looking West





South Culvert looking West





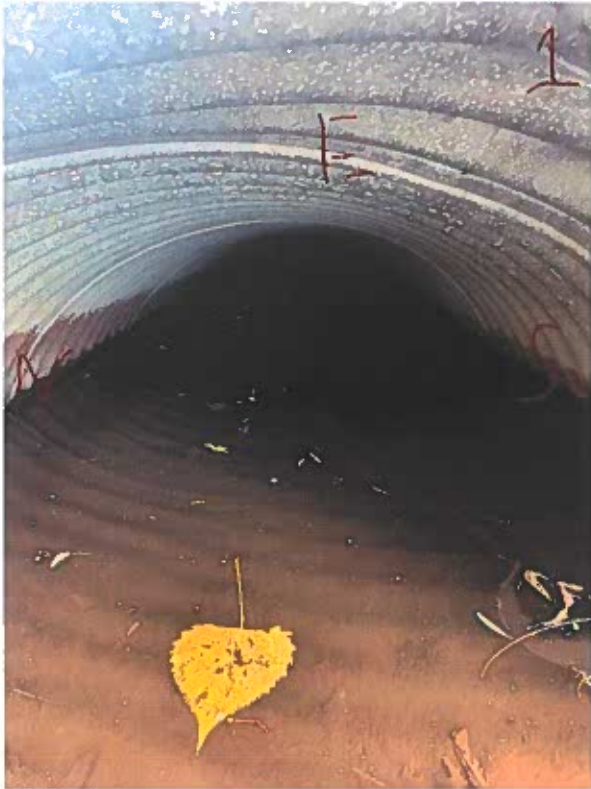
West Intake Drains Directly into Culvert Top



West Inlet side- Notice erosion from the sidewalk to the culverts has been filled recently.



South Culvert looking East



North Culvert Looking East



East Intake North wall blown out. – Notice void under the pavement



East Intake North wall blown out. – Notice void under the pavement

From: City of Story City <no-reply@cityofstorycity.org>
Sent: Thursday, March 7, 2024 4:51 PM
To: jlundy@cityofstorycity.org
Subject: New submission from Sign Permit Application
Attachments: Q-107750-FAREWAY-ENTRY-CAB-STORY-CITY-254-03-07-24.pdf

Date	03/07/2024
Application Number	1550 Broad Street
Fee	50
Location/Address of Sign	1550 Broad Street
Applicant	Brian Peter
Property Owner	Fareway Stores, Inc.
Sign Company	Archetype Signmakers
Applicant Address	2771 104th Avenue, Suite C, Urbandale, IA 50322
Applicant Phone Number	(515) 321-7316
Applicant Email	brianp@archetypesign.com
Description of Work	<ul style="list-style-type: none">• Erect
Building Signage - Type	Wall
Height:	50"
Width:	208"

Q | 107750

FAREWAY FOODS
STORY CITY, IA #254

Description

A. Channel Letters

5" BLACK ALUMINUM RETURNS (STOCK)
3/16" RED ACRYLIC FACES (2283)(CNC) - 1" RED TRIMCAP - PRE-FINISHED WHITE ALUMINUM BACKS MECHANICALLY FASTENED TO BACKER CABINET

B. Backer Cabinet (Halo-Lit)

2" X 4" ALUMINUM CHANNEL FRAME - .080 ALUMINUM FACE (CNC) - 2" X .080 ALUMINUM RETURNS - MECHANICALLY FASTENED TO ALUMINUM ANGLE FRAME - PAINTED TO MATCH SWIGLES TIN LIZZIE - ALUMINUM MOUNTING PLATES AND ANGLE BRACKETS

Illumination

CABINET LETTERS:

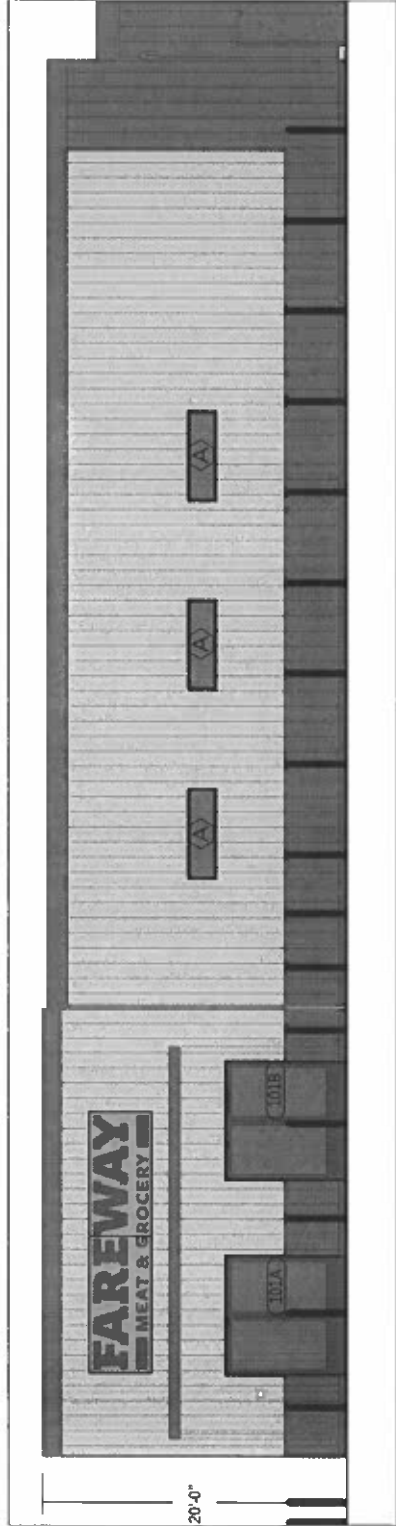
SLOAN V.L. PLUS 3 RED LED MODULES
115 L.E.D. MODULES - 83 LINEAL FEET TOTAL CABINET PERIMETER.

SLOAN PRISM 6500K WHITE LED MODULES
85 L.E.D. MODULES - 57 LINEAL FEET TOTAL (4) - 60C2-60W (701507-60C3) 100-277 VAC 60 Hz 0.80 A - 60 W @ 12 VDC

25'-0" SEALTITE WHIP - 120V PRIMARY REQUIRED
FINAL ELECTRICAL CONNECTION BY OTHERS

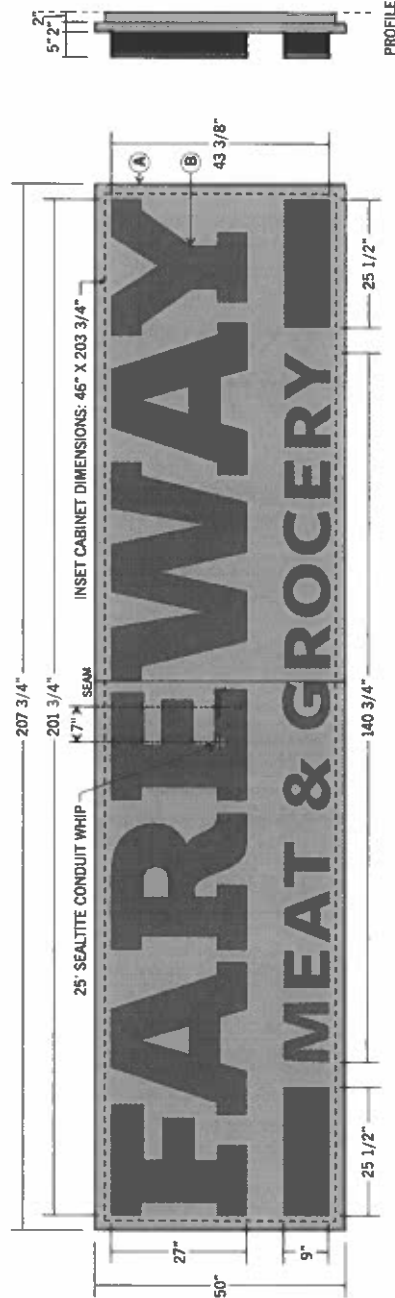
Install

MOUNTED TO WALL ANCHOR PLATES - PROVIDED BY OTHERS



1 NORTH ELEVATION

Scale: 1/8" = 1'-0"



2 Entry Sign | Channel Letters on Halo-Lit Backer Cabinet

Scale: 1/2" = 1'-0"

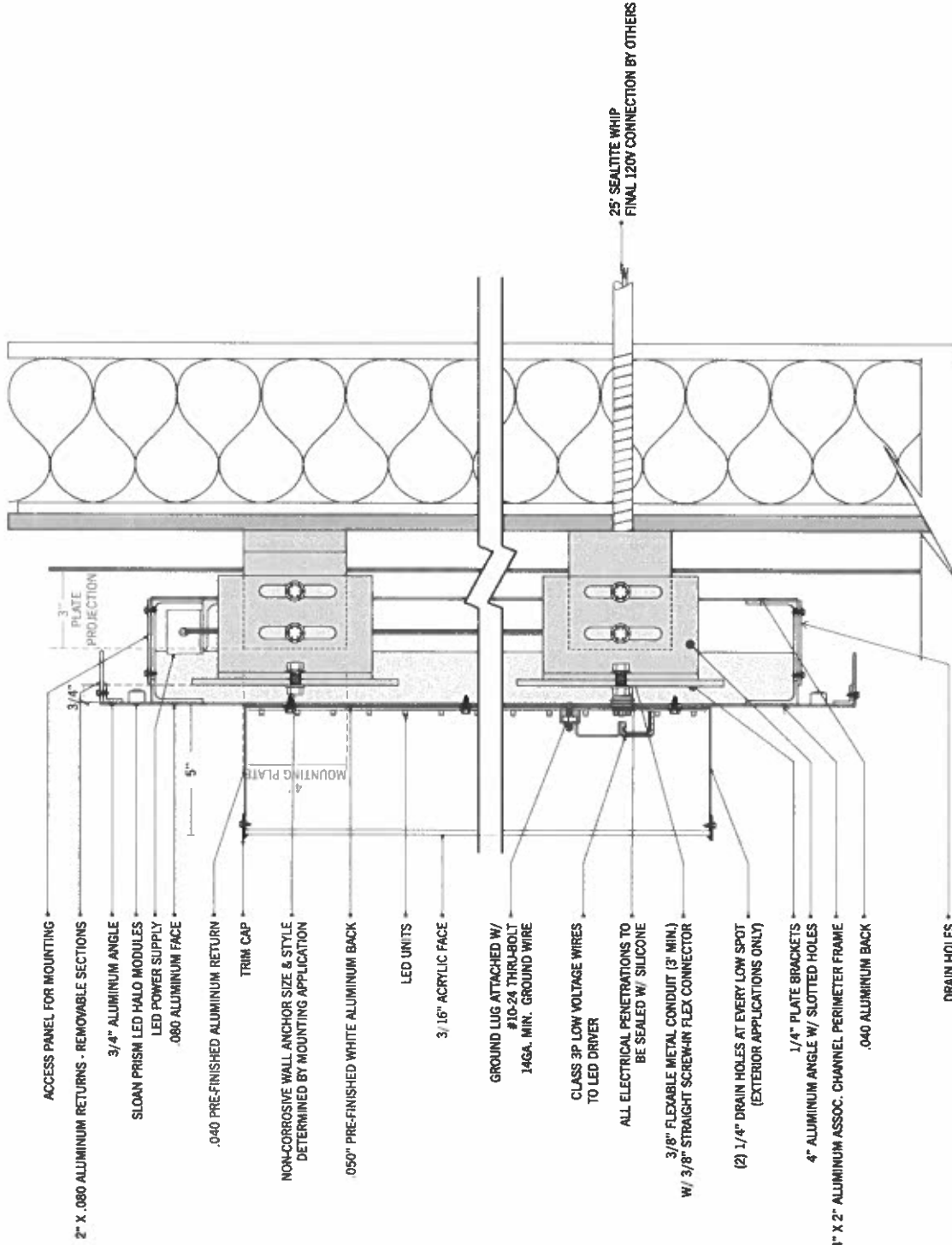


Tom Wheeler | 515 971 5946
Tomw@archetypesign.com

date: 03.07.24 designer: RR

Rev 1 -
Rev 2 -
Rev 3 -
Rev 4 -
Rev 5 -

approval
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1 Section Detail

Scale: 3" = 1'-0"

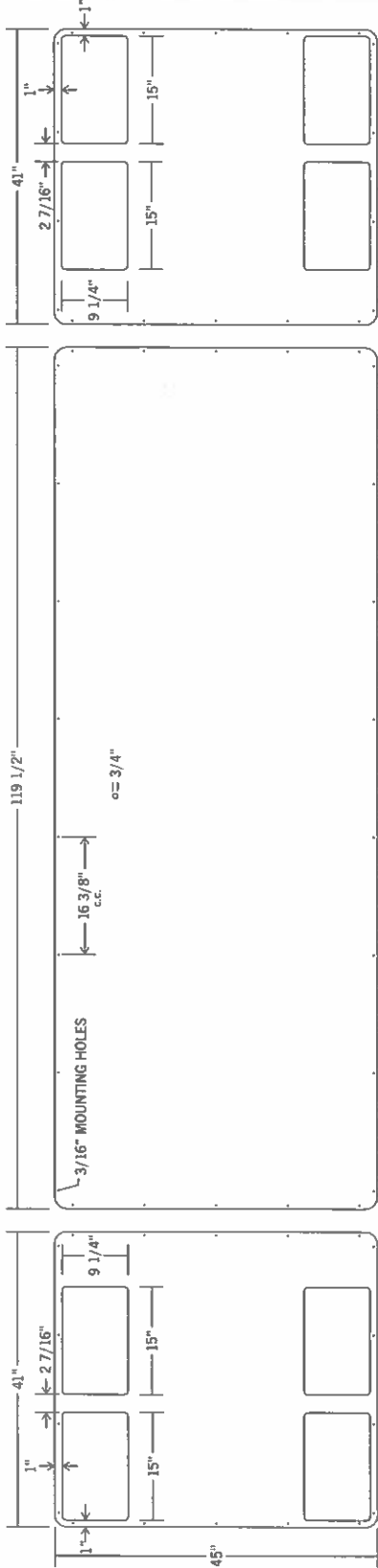


Tom Wheeler | 515 971 5946
Tomw@garchetypepsign.com

date: 03.07.24 designer: RR

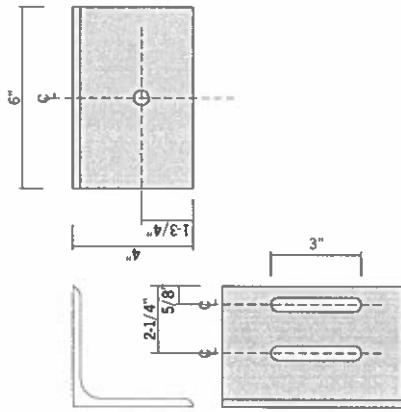
- Rev 1
- Rev 2
- Rev 3
- Rev 4
- Rev 5

approval
This plan is made as a representation of a sign system. A combination of being manufactured by Archetype. Materials may reference that level. Some or all of the above items and employees. Design is not for Archetype may be used for any other project without the written consent of Archetype. All rights reserved. © 2024 Archetype. All rights reserved. Considered an artistic intellectual property of Steve Cassarino, owner Archetype.



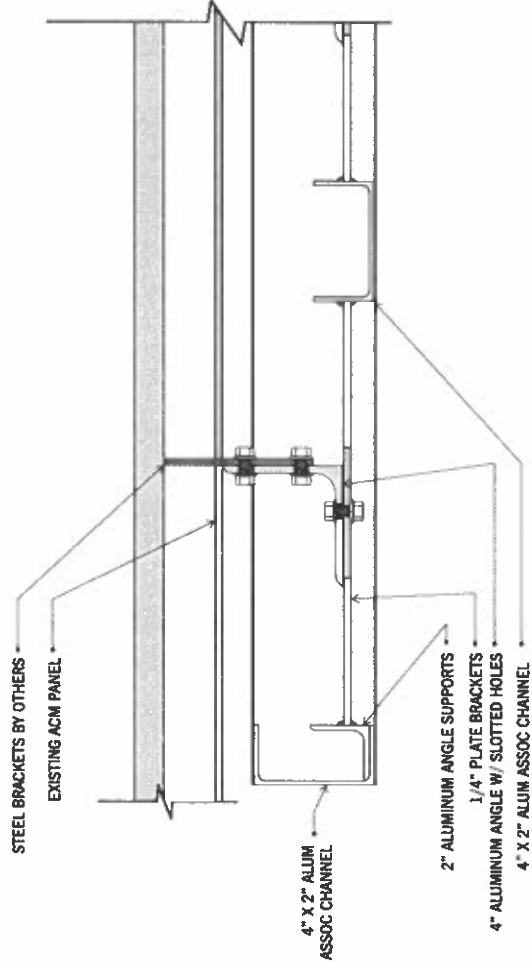
1 Detail: Back Panel Dimensions

Scale: 3/4" = 1'-0"



2 Detail: Angle Mount

Scale: 3" = 1'-0"



3 Section: Mounting Detail

Scale: 3" = 1'-0"



City of Story City, IA

CLAIMS REGISTER REPORT

By Segment (Select Below)

Payable Dates 3/4/2024 - 3/15/2024

Vendor Name	Description (Payable)	Amount
Department: 1110 - POLICE DEPARTMENT		
KEY COOPERATIVE	FUEL	787.44
VERIZON WIRELESS	SERVICE	121.45
GALLS INC	Holster	54.99
L-TRON CORPORATION	Mounts for equipment	95.20
KARL FORD	Service to vehicle, oil change	170.50
COMPLETE COMMUNICATION...	PHONE/INTERNET	85.26
MGMC	MEMBERSHIP	37.80
VISA/SC PURCHASING	Conference registrations, equi...	100.00
		Department 1110 - POLICE DEPARTMENT Total: 1,452.64
Department: 1150 - FIRE DEPARTMENT		
KEY COOPERATIVE	FUEL	101.47
BLACK HILLS ENERGY	GAS SERVICE	774.16
COMPLETE COMMUNICATION...	PHONE/INTERNET	202.58
MPEC/NAPA Auto Parts	supplies	-54.20
STORY CITY BLDG PRODUCTS	Supplies + hardware (Feb)	3.00
WITMER PUBLIC SAFETY GRO...	gear	491.53
ECHO GROUP, INC	lights	101.10
		Department 1150 - FIRE DEPARTMENT Total: 1,619.64
Department: 1160 - FIRST RESPONDERS		
KEY COOPERATIVE	FUEL	165.18
NUCARA PHARMACY	Aspirin, diabetic medicine	27.79
		Department 1160 - FIRST RESPONDERS Total: 192.97
Department: 1170 - BLDG INSPECTIONS		
SAFE BUILDING	City code inspections	13,108.06
		Department 1170 - BLDG INSPECTIONS Total: 13,108.06
Department: 1190 - ANIMAL CONTROL		
HEARTLAND PET HOSPITAL	impound fees	369.50
		Department 1190 - ANIMAL CONTROL Total: 369.50
Department: 2210 - STREET/ROADWAY MAINT		
KEY COOPERATIVE	FUEL	736.35
KEY COOPERATIVE	FUEL	1,342.07
BLACK HILLS ENERGY	GAS SERVICE	334.57
AWS SERVICE CENTER	GARBAGE SERVICE	52.31
VERIZON WIRELESS	SERVICE	125.20
TY PAYSAN	Reimbursement- clothing allo...	41.41
REFLECTIONS GLASS INC	Ford Ranger back window	595.00
GRIMES ASPHALT & PAVING	cold mix	255.00
PREFERRED PEST MANAGEM...	SERVICE	45.00
COMPLETE COMMUNICATION...	PHONE/INTERNET	107.58
JOHN DEERE FINANCIAL	Theisens purchases	199.99
MPEC/NAPA Auto Parts	supplies	173.46
MPEC/NAPA Auto Parts	supplies	68.44
STORY CITY BLDG PRODUCTS	Supplies + hardware (Jan)	29.26
STORY CITY BLDG PRODUCTS	Supplies + hardware (Feb)	2.63
VISA/SC PURCHASING	Classes, testing, equipment	309.00
ZIEGLER	parts + labor	1,228.43
		Department 2210 - STREET/ROADWAY MAINT Total: 5,645.70
Department: 4410 - LIBRARY		
AWS SERVICE CENTER	GARBAGE SERVICE	33.39
		Department 4410 - LIBRARY Total: 33.39

CLAIMS REGISTER REPORT

Payable Dates: 3/4/2024 - 3/15/2024

Vendor Name	Description (Payable)	Amount
Department: 4430 - PARKS		
KEY COOPERATIVE	FUEL	125.28
KEY COOPERATIVE	FUEL	-68.69
BLACK HILLS ENERGY	GAS SERVICE	459.34
AWS SERVICE CENTER	GARBAGE SERVICE	182.28
VERIZON WIRELESS	SERVICE	101.68
CENTRAL IOWA DIST	Cleaning supplies	804.00
CENTRAL IOWA DIST	Cleaning supplies	196.00
PREFERRED PEST MANAGEM...	SERVICE	145.00
MUSCO SPORTS LIGHTING, LLC	light keys	70.91
CONTINENTAL RESEARCH	Janitorial supplies	242.19
COMPLETE COMMUNICATION...	PHONE/INTERNET	195.43
MGMC	MEMBERSHIP	37.80
MPEC/NAPA Auto Parts	supplies	58.75
MPEC/NAPA Auto Parts	supplies	9.49
STORY CITY BLDG PRODUCTS	Supplies + hardware (Jan)	683.20
STORY CITY BLDG PRODUCTS	Supplies + hardware (Feb)	39.15
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	51.09
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	38.79
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	550.00
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	352.79
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	10.69
Department 4430 - PARKS Total:		4,285.17
Department: 4440 - RECREATION DEPARTMENT		
TREASURER STATE OF IOWA	REC/POOL TAXES	68.10
INTENSITEE INC	basketball shirts	242.85
SAM'S CLUB	Sam's purchases	85.69
SAM'S CLUB	Sam's purchases	21.26
VERIZON WIRELESS	SERVICE	50.84
DDM ELECTRIC	Rec center lights	4,620.00
AMERICAN RED CROSS	CPR/AED for professional resc...	70.00
COMPLETE COMMUNICATION...	PHONE/INTERNET	139.53
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	275.00
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	17.99
Department 4440 - RECREATION DEPARTMENT Total:		5,591.26
Department: 4445 - SWIMMING POOL		
BLACK HILLS ENERGY	GAS SERVICE	35.26
BLACK HILLS ENERGY	GAS SERVICE	35.26
STORY CITY MUN ELEC UTILITY	SERVICE	50.09
VISA/SC PURCHASING	5K supplies, conf, equip, signa...	70.62
Department 4445 - SWIMMING POOL Total:		191.23
Department: 4450 - CEMETERY		
AWS SERVICE CENTER	GARBAGE SERVICE	48.76
Department 4450 - CEMETERY Total:		48.76
Department: 5520 - ECONOMIC DEVELOPMENT		
STORY CITY EDC	EDC CONTRIBUTIONS/WATER...	298.86
Department 5520 - ECONOMIC DEVELOPMENT Total:		298.86
Department: 6300 - PARTIAL SELF FUNDING		
BENEFITS INC	GROUP HEALTH	330.93
Department 6300 - PARTIAL SELF FUNDING Total:		330.93
Department: 6611 - EXECUTIVE (MAYOR, ADM)		
KEY COOPERATIVE	FUEL	35.97
KARL FORD	Service to vehicle, oil change	72.46
MGMC	MEMBERSHIP	37.80
VISA/SC PURCHASING	Conference registrations, equi...	350.00
Department 6611 - EXECUTIVE (MAYOR, ADM) Total:		496.23
Department: 6620 - FINANCIAL AD (CLERK,TREA)		
GANNETT IOWA LOCALIQ	Notices/Minutes	949.68

CLAIMS REGISTER REPORT

Payable Dates: 3/4/2024 - 3/15/2024

Vendor Name	Description (Payable)	Amount
STAPLES	office supplies	83.90
VERIZON WIRELESS	SERVICE	37.18
DENMAN & COMPANY LLP	IRS forms for 2023	175.00
COMPLETE COMMUNICATION...	PHONE/INTERNET	212.14
HEATHER SLIFKA	Reimbursement GCMOA lunch	18.37
IMT INSURANCE	Fidelity bonds	1,093.00
MGMC	MEMBERSHIP	56.70
MGMC	MEMBERSHIP	37.80
VISA/SC PURCHASING	Conference registrations, equi...	79.99
Department 6620 - FINANCIAL AD (CLERK,TREA) Total:		2,743.76
Department: 6650 - CITY HALL/SENIOR CENTER		
BLACK HILLS ENERGY	GAS SERVICE	943.55
AWS SERVICE CENTER	GARBAGE SERVICE	123.76
JOHNSON CONTROLS	Annual monitoring 24-25	781.05
PREFERRED PEST MANAGEM...	SERVICE	75.00
RK DIXON	Work to printer/troubleshooti...	165.00
Department 6650 - CITY HALL/SENIOR CENTER Total:		2,088.36
Department: 6670 - DATA PROCESSING		
SALTECH	Computer data services	362.45
SALTECH	Computer data services	275.00
Department 6670 - DATA PROCESSING Total:		637.45
Department: 8761 - CAPITAL PROJECT		
MANATTS INC	Pay app 3 RR Crossing proj.	17,408.91
Department 8761 - CAPITAL PROJECT Total:		17,408.91
Department: 8781 - CAP PROJECT-POLICE		
KARL EMERGENCY VEHICLES	Patrol car upfit	18,795.69
Department 8781 - CAP PROJECT-POLICE Total:		18,795.69
Department: 9211 - STORM DRAINAGE		
TREASURER STATE OF IOWA	LF, STORM, SEWER	38.99
Department 9211 - STORM DRAINAGE Total:		38.99
Department: 9810 - WATER UTILITY		
STORY CITY POSTMASTER	WATER UTILITY BILLS	245.01
TREASURER STATE OF IOWA	WET	3,623.28
KEY COOPERATIVE	FUEL	164.39
BLACK HILLS ENERGY	GAS SERVICE	137.82
AWS SERVICE CENTER	GARBAGE SERVICE	53.42
VERIZON WIRELESS	SERVICE	141.69
BIG STATE INDUSTRIAL SUPPLY	tools	488.70
SC PLUMBING	Backflow testing	88.00
USA BLUE BOOK	safety supplies	113.70
USA BLUE BOOK	safety supplies	979.95
USA BLUE BOOK	safety supplies	519.95
COMPLETE COMMUNICATION...	PHONE/INTERNET	179.20
STORY CITY BLDG PRODUCTS	Supplies + hardware (Jan)	118.00
STORY CITY MUN ELEC UTILITY	SERVICE	7,911.23
UNITY POINT CLINIC	testing	65.00
VISA/SC PURCHASING	Classes, testing, equipment	32.29
VISA/SC PURCHASING	Classes, testing, equipment	140.00
VISA/SC PURCHASING	Classes, testing, equipment	280.00
MICROBAC LABORATORIES, I...	lab testing	66.00
Department 9810 - WATER UTILITY Total:		15,347.63
Department: 9815 - SEWER UTILITY		
STORY CITY POSTMASTER	WATER UTILITY BILLS	245.01
TREASURER STATE OF IOWA	LF, STORM, SEWER	793.15
KEY COOPERATIVE	FUEL	128.02
BLACK HILLS ENERGY	GAS SERVICE	435.24
AWS SERVICE CENTER	GARBAGE SERVICE	53.42
AWS SERVICE CENTER	GARBAGE SERVICE	536.40

CLAIMS REGISTER REPORT

Payable Dates: 3/4/2024 - 3/15/2024

Vendor Name	Description (Payable)	Amount
VERIZON WIRELESS	SERVICE	101.68
SC PLUMBING	Backflow testing	88.00
USA BLUE BOOK	eyewash station	360.15
COMPLETE COMMUNICATION...	PHONE/INTERNET	179.20
MGMC	MEMBERSHIP	37.80
STORY CITY MUN ELEC. UTILITY	SERVICE	3,754.39
UNITY POINT CLINIC	testing	42.00
VISA/SC PURCHASING	Classes, testing, equipment	1,145.68
MICROBAC LABORATORIES, I...	lab testing	1,860.75
	Department 9815 - SEWER UTILITY Total:	9,760.89
	Grand Total:	100,486.02

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	33,157.28
110 - ROAD USE TAX	5,645.70
115 - PARTIAL SELF FUNDING	330.93
329 - RR CROSSINGS PROJECT	17,408.91
350 - EQUIPMENT REPLACEMENT FUND	18,795.69
600 - WATER UTILITY	15,347.63
610 - SEWER UTILITY	9,760.89
740 - STORM WATER DRAINAGE	38.99
Grand Total:	100,486.02

Account Summary

Account Number	Account Name	Payment Amount
001-1110-6210	DUES & SUBSCRIPTIONS	37.80
001-1110-6230	TRAVEL & TRAINING	100.00
001-1110-6331	MOTOR VEHICLE OPER. ...	787.44
001-1110-6332	VEHICLE REPAIR & MAIN...	170.50
001-1110-6373	TELEPHONE	206.71
001-1110-6504	MINOR EQUIPMENT	150.19
001-1150-6320	BUILDING & GROUNDS	104.10
001-1150-6330	MOTOR VEHICLE MAINT...	-54.20
001-1150-6331	MOTOR VEHICLE OPER. ...	101.47
001-1150-6371	UTILITIES	774.16
001-1150-6373	TELEPHONE	202.58
001-1150-6727	CAPITAL EQUIPMENT	491.53
001-1160-6331	MOTOR VEHICLE OPER. ...	165.18
001-1160-6507	MISC. OPERATING SUPPL...	27.79
001-1170-6490	PROFESSIONAL SERVICES	13,108.06
001-1190-6413	PAYMENTS TO OTHER A...	369.50
001-4410-6371	UTILITIES	33.39
001-4430-6181	CLOTHING ALLOWANCE	51.09
001-4430-6210	DUES & SUBSCRIPTIONS	37.80
001-4430-6230	TRAVEL & TRAINING	588.79
001-4430-6320	BUILDING & GROUNDS	110.06
001-4430-6331	MOTOR VEHICLE OPER. ...	193.52
001-4430-6350	EQUIPMENT REPAIR & ...	683.20
001-4430-6371	UTILITIES	459.34
001-4430-6373	TELEPHONE	297.11
001-4430-6498	CONTRACTUAL SERVICES	145.00
001-4430-6499	MISCELLANEOUS	182.28
001-4430-6504	MINOR EQUIPMENT	352.79
001-4430-6507	MISC. OPERATING SUPPL...	1,184.19
001-4440-6230	TRAVEL & TRAINING	275.00
001-4440-6373	TELEPHONE	190.37
001-4440-6413	PAYMENTS TO OTHER A...	70.00
001-4440-6418	SALES TAX	68.10
001-4440-6499	MISCELLANEOUS	328.54
001-4440-6507	MISC. OPERATING SUPPL...	39.25
001-4440-6798	CAPITAL PROJECT	4,620.00
001-4445-6320	BUILDING & GROUNDS	70.62
001-4445-6371	UTILITIES	120.61
001-4450-6320	BUILDING & GROUNDS	48.76
001-5520-6413	PAYMENTS TO OTHER A...	298.86
001-6611-6230	TRAVEL & TRAINING	350.00
001-6611-6330	MOTOR VEHICLE MAINT...	72.46
001-6611-6331	MOTOR VEHICLE OPER. ...	35.97
001-6611-6499	MISCELLANEOUS	37.80
001-6620-6230	TRAVEL & TRAINING	18.37

Account Summary

Account Number	Account Name	Payment Amount
001-6620-6373	TELEPHONE	249.32
001-6620-6402	PUBLICATION ADV/LEGAL	949.68
001-6620-6408	INSURANCE GENERAL	1,093.00
001-6620-6490	PROFESSIONAL SERVICES	175.00
001-6620-6499	MISCELLANEOUS	94.50
001-6620-6506	OFFICE SUPPLIES	83.90
001-6620-6507	MISC. OPERATING SUPPL...	79.99
001-6650-6320	BUILDING & GROUNDS	781.05
001-6650-6350	EQUIPMENT REPAIR & ...	165.00
001-6650-6371	UTILITIES	943.55
001-6650-6490	PROFESSIONAL SERVICES	75.00
001-6650-6499	MISCELLANEOUS	123.76
001-6670-6490	PROFESSIONAL SERVICES	637.45
110-2210-6181	CLOTHING ALLOWANCE	41.41
110-2210-6320	BUILDING & GROUNDS	31.89
110-2210-6330	MOTOR VEHICLE MAINT...	173.46
110-2210-6331	MOTOR VEHICLE OPER. ...	736.35
110-2210-6332	VEHICLE REPAIR & MAIN...	595.00
110-2210-6350	EQUIPMENT REPAIR & ...	1,296.87
110-2210-6371	UTILITIES	334.57
110-2210-6373	TELEPHONE	232.78
110-2210-6490	PROFESSIONAL SERVICES	45.00
110-2210-6499	MISCELLANEOUS	1,594.37
110-2210-6507	MISC. OPERATING SUPPL...	309.00
110-2210-6526	ROAD MAINT. SUPPLIES	255.00
115-6300-6150	INSURANCE, GROUP HE...	330.93
329-8761-6798	CAPITAL PROJECT	17,408.91
350-8781-6727	CAPITAL EQUIPMENT	18,795.69
600-9810-6230	TRAVEL & TRAINING	452.29
600-9810-6331	MOTOR VEHICLE OPER. ...	164.39
600-9810-6371	UTILITIES	8,049.05
600-9810-6373	TELEPHONE	320.89
600-9810-6418	SALES TAX	3,623.28
600-9810-6419	DATA PROCESSING	245.01
600-9810-6490	PROFESSIONAL SERVICES	219.00
600-9810-6499	MISCELLANEOUS	1,265.07
600-9810-6504	MINOR EQUIPMENT	519.95
600-9810-6507	MISC. OPERATING SUPPL...	488.70
610-9815-6210	DUES & SUBSCRIPTIONS	37.80
610-9815-6320	BUILDING & GROUNDS	360.15
610-9815-6331	MOTOR VEHICLE OPER. ...	128.02
610-9815-6371	UTILITIES	4,189.63
610-9815-6373	TELEPHONE	280.88
610-9815-6418	SALES TAX	793.15
610-9815-6419	DATA PROCESSING	245.01
610-9815-6490	PROFESSIONAL SERVICES	1,990.75
610-9815-6499	MISCELLANEOUS	589.82
610-9815-6507	MISC. OPERATING SUPPL...	1,145.68
740-9211-6800	CAPITAL FEE	38.99
	Grand Total:	100,486.02

Project Account Summary

Project Account Key	Payment Amount
None	100,486.02
Grand Total:	100,486.02

February 2024

Water

Completed monthly Bac't samples
Completed monthly well draw downs
Completed annual Nitrate sample
Dwain tested for waste water 1 (fail 68)
Back flow test done at water plant and waste water plant
Worked on Lead/Copper survey
Ordered a dumpster for the water plant
Cleaned Chlorine reader at the water plant
Changed prefilters on RO 1
Power washed the floors in the water plant
Got pricing for membrane replacement
Worked on 5- year capital outlay
Door hangers with the 20 dollar a month increase for touch read meters left (25?)
Began replacement of the touch read meters
Dwain took vacation
Safety class
Mock OSHA walk through
Changed pre filters in RO 2
Back flow preventer certified at water and wastewater plant
Ordered parts for eye wash station at the water plant

Wastewater

Weekly & monthly sampling. (TSS, Ammonia, BOD, Tank Samples)

Monthly Maintenance: cleaning, greasing, exercising valves.

Continued increased Aluminum testing to monitor for regulations coming on our new permit in July.

Adam and I have started clearing brush along the sewer line that runs in the woods behind lower Jacobson Park. We will be replacing some valves on the inverted syphon across the river from the WWTP and need access. We will also need to get a jet vac truck back the as one of the syphon lines is currently plugged. This will be ongoing throughout this fall because of the amount of brush that has grown in over the years. (We are still working on this project. We have cleared from the path east to the syphon but still need to clear to the west towards the bridge.)

Discovered that our return flow meter from the EQ isn't working. We lost power to the meter pit at some point that caused electrical problems. Keaton with Abbott electric is going to be out to restore power so automatic systems can come in and fix the flow meter. (Keaton has done his work and automatic systems has the meter ordered.) We now have the new meter and just need to get it installed.

Applied to the reed beds 2 times

Hauled grit to the dump in Boone.

Josh with Central Pump and Motor was out to work on SBR 1

We had our mock OSHA walk through.

Adam and I placed rock under the fence coming down the hill on the west side of the property to prevent further dirt washout.

Adam and I put in edging around UV shelter and placed rock under to clean up the area.

Street Department's Activities for February

1. Snow and ice control
2. Washed and salt neutralized all trucks and equipment
3. Repaired areas where plows ripped up sod
4. Filled several potholes around town
5. Hauled away several loads of wood chips and compost
6. Washed and repainted bobcat skid loader
7. Serviced 1991 Ford L8000, 1999 Chevy 7500, 2009 International 7300, 2006 F350 and 2008 F550
8. Straightened out headache rack on 2009 Freightliner from tree damage and repainted
9. Zeigler repaired quick attach wedge control on Cat wheel loader
10. Reflections replaced rear sliding window in Ford Ranger
11. Replaced/repainted traffic signs/posts that were old or knocked down
12. Repaired areas of snow fence where wind tore it down/apart
13. Attended safety training
14. Swept streets

Scheduled Activities for March

1. Snow and ice control
2. Maintain trucks and equipment
3. Remove snow fence
4. Replace damaged/faded street signs
5. Maintain brush sites

STORY CITY PARKS AND RECREATION DEPARTMENT
MONTHLY ACTIVITIES REPORT
February 2024

- Emptied Park trash cans and took barricades off the pedestrian trail bridge (high of 57 degrees, 2/1)
- Cole, Jenny and I got everything ready for Rosy Cheeks race and took all supplies to the Fire Station on 2/2 (40 participants pre-registered for race)
- Riser Corp out of Waukee came and installed the batting cage at the Rec Center on 2/2. DDM was also there and hooked all electrical for the winch system. The batting cage is connected to our system that raises and lowers basketball hoops and the divider curtain, so we can raise and lower it with the push of a button
- Jenny ran to Boone to get Rosy Cheeks shirts on 2/2 (they weren't done till almost 5:30pm)
- Held the 25th annual Rosy Cheeks Race on 2/3. Had about 60 participants
- Cole routed the edges of all new lumber for picnic tables to give it a smooth/rounded edge 2/5
- Put brand new wood and hardware on 8 picnic tables, replaced any rotted/damaged wood on remaining
- Filled in tables cracks/sliver hazards on flooring in dance area upstairs at city hall, kids were getting slivers and stubbing toes on several areas
- Cole and Jenny attended CPO continuing ed class on 2/12
- I attended CPO school 2/13 and 2/14 and re tested on 2/14
- Cole started washing and servicing equipment on 2/14
- Light snow (a little less than an inch) on 2/16, Cole and I shoveled our areas and applied ice melt
- Cole finished up servicing equipment on 2/20
- Cole and I attended the Iowa State Shad Tree conference on 2/21 and 2/22 at Iowa State University.
- Opened exterior bathrooms at FVL for the season on 2/23
- Blew off playgrounds and emptied all parks and trail trash on 2/23
- Spread out remainder of infield material on the East Diamond and then teathed and drug the field 2/26 (78 degrees)
- Company came and installed the dugout poles/roof on 2/26 and 2/27. Fencing company will be back to re install the chain link fence for the dugouts. It had to be removed for dugout installation
- Jenny posted batting cage reservations/rules/waiver live on the website on 2/26 and it will be open for use starting 2/28. Rules, hours, etc. are set, but will adjust as needed once its up and running and we see how things are going
- Completed and submitted a grant application to the Iowa DNR requesting funds to purchase trees. Communities affected by Derecho were eligible to apply for a dollar-for-dollar match grant. Grant recipients will be announced 3/22/24.
- Mock OSHA walk through at our facilities on 2/28