



**COUNCIL AGENDA  
MONDAY, AUGUST 5, 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 JULY 16, 2024 REGULAR MEETING AND JULY 24, 2024 SPECIAL MEETING MINUTES
- IV. CITIZEN APPEARANCE:
  - A)
- V. LEGAL ITEMS:
  - A) Resolution No. 24-54 – Accepting Work of Contractor on 2022 Water Main Improvement Project
  - B) Ordinance No. 349 – Increasing Sewer Service Rates by Amending Section 99.07 of the Code Ordinances of the City of Story City, Iowa, Final Reading
  - C)
- VI. ADMINISTRATIVE ITEMS:
  - A) Approve Construction Pay Application No. 5 for the Bertha Bartlett Library Addition and Renovation Project
  - B) Approve Agreement with MSA for Year 5 Sump Pump Inspection Program
  - C)
- VII. PERMITS:
  - A)
- VIII. MAYOR & CITY COUNCIL AGENDA ITEMS:
  - A) Sidewalk Improvement Application:
    - 1. Dennis Fink – 424 Elm Ave
    - 2.
  - B)

IX. APPROVAL OF BILLS AND CLAIMS

X. COMMENTS REGARDING NON-AGENDA ITEMS

XI. ADJOURNMENT

STORY CITY, IOWA

July 16, 2024

Mayor Jensen called the council meeting to order on Tuesday July 16, 2024, at 6:00 p.m. at City Hall.

Present: Mayor Jensen, Administrator Jackson, Attorney Larson  
Council Members: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Absent: None

Also Present: Nicole Engelhardt, Shanon McKinley, Mike Wright, Story City Street Superintendent

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

Motion by Ostrem, seconded by Phillips, to approve the July 2, 2024 Regular Meeting Minutes  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.

### LEGAL ITEMS

- A) Resolution No. 24-52 – Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of Sewer Revenue Bonds, Series 2024  
Motion by Sporleder, seconded by Solberg, to approve Resolution No. 24-52 – Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of Sewer Revenue Bonds, Series 2024  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.
- B) Ordinance No. 349 – Increasing Sewer Service Rates by Amending Section 99.07 of the Code Ordinances of the City of Story City, Iowa, Second Reading  
Motion by Ostrem, seconded by Phillips, to approve Ordinance No. 349 – Increasing Sewer Service Rates by Amending Section 99.07 of the Code Ordinances of the City of Story City, Iowa, Second Reading  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.

## **ADMINISTRATIVE ITEMS**

- A) Approve Construction Pay Application No. 1 for the Wastewater Treatment Facility Upgrade Project  
Motion by Phillips, Seconded by O'Connor, to Approve Construction Pay Application No. 1 for the Wastewater Treatment Facility Upgrade Project  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.
- B) Approve Upgrade of Flood Mitigation Control System  
Mike Wright, Street Superintendent, presented information to the council about the request.  
Motion by Sporleder, Seconded by O'Connor, to approve Upgrade of Flood Mitigation Control System  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.

## **MAYOR & CITY COUNCIL AGENDA ITEMS**

- A) Request from Linda Erickson for 21 Gun Salute at Community Center On July 20, 2024.  
Motion by Phillips, seconded by Sporleder, to approve Request from Linda Erickson for 21 Gun Salute at Community Center On July 20, 2024.  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.
- B) Sewer Bill Adjustment – 1004½ Forest Ave  
Motion by O'Connor, seconded by Sporleder, to approve Sewer Bill Adjustment – 1004½ Forest Ave  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.
- C) Request from These Iowa Roots for Handicapped Ramp on Public Sidewalk at 614 Broad Street  
Motion by Phillips, seconded by Ostrem, to approve Request from These Iowa Roots for Handicapped Ramp on Public Sidewalk at 614 Broad Street  
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder  
Nay: None  
Motion Carried.

## APPROVAL OF BILLS AND CLAIMS

Motion by Sporleder, seconded by Ostrem, to approve Bills and Claims, with the request to void the payment to Davis Equipment.

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried.

## COMMENTS REGARDING NON-AGENDA ITEMS

- CM Phillips comment regarding resource recovery letter from the city of Ames. Discussion about the future changes coming in sanitation services.
- CM Ostrem update on the irrigation system and their fundraising at the River Bend Golf Course
- Administrator Jackson
  - There will be a pre-conference meeting next week on the 1-35 Business Park Water and Sanitary Sewer Project.
  - Broad Street Reconstruction Project is anticipated to start in the next two to three weeks.

There being no further business before council, the meeting adjourned at 6:29 p.m.

ATTEST:

\_\_\_\_\_  
Heather Slifka, City Clerk

\_\_\_\_\_  
Mike Jensen, Mayor

STORY CITY, IOWA

July 24, 2024

Mayor Jensen called the special council meeting to order on Wednesday July 24, 2024, at 9:30 a.m. at City Hall.

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

Also Present: Matt Garber, Parker Hulbert, Quentin Schneider, CGA

Motion by Phillips, seconded by Ostrem, to approve the agenda.

Aye: Ostrem, Phillips, Solberg

Nay: None

Motion Carried.

Motion by Ostrem, seconded by Phillips, to defer approval of the July 16, 2024 Regular Meeting Minutes

Aye: Ostrem, Phillips, Solberg

Nay: None

Motion Carried.

### LEGAL ITEMS

- A) Resolution No. 24-53 – Approving Contract and Performance and/or Payment Bonds for the Broad Street Reconstruction Project- Phase III  
Matt Garber, CGA, recommended approval. He provided a project overview.  
Motion by Ostrem, seconded by Solberg, to approve Resolution No. 24-53 – Approving Contract and Performance and/or Payment Bonds for the Broad Street Reconstruction Project- Phase III  
Aye: Ostrem, Phillips, Solberg  
Nay: None  
Motion Carried.

There being no further business before council, the meeting adjourned at 9:35 a.m.

ATTEST:

\_\_\_\_\_  
Heather Slifka, City Clerk

\_\_\_\_\_  
Mike Jensen, Mayor



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. 24-54 – Accepting Work for the  
2022 Water Main Improvement Project  
Date: August 5, 2024

Presented for Mayor and City Council consideration is Resolution No. 24-54 for the purpose of Accepting Work for the 2022 Water Main Improvement Project.

#### Project Overview

The project included replacing or extending the following water mains:

- Larson Ave between Cedar St and 4<sup>th</sup> St
- 4<sup>th</sup> St between Larson Ave and Market Ave
- Market Ave between 4<sup>th</sup> St and Washington Ave
- 8<sup>th</sup> St between Grand Ave and Hillcrest Dr
- Hillcrest Dr between Maple St. and Henryson St

Also included in the project was an asphalt overlay on 8<sup>th</sup> Street between Grand Ave and Hillcrest Dr.

#### Cost

The construction cost for the 2022 Water Main Improvement Project was approximately \$524,772 with engineering estimated at \$98,000 for a total project cost of \$622,772.

Project Financing

Financing for the project will come from two sources: 1) Proceeds from the 2021A Bond with payment of the bond from Tax Increment Financing (TIF) revenues, and 2) Story County ARPA grant in the amount of approximately \$196,028.



RESOLUTION NO. 24-54

Resolution accepting work of contractor on 2022 Water Main Improvement Project

WHEREAS, Clapsaddle-Garber Associates, Inc., the project engineer, has reported that work has been completed for the construction of the 2022 Water Main Improvement Project (the "Project") under the contract entered into between the City of Story City, Iowa (the "City") and Keller Excavating, Inc. (the "Contractor"); and

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

NOW, THEREFORE, IT IS 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 date of this Resolution, 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 are hereby repealed, to the extent of such conflict.

Passed and approved August 5, 2024.

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Mike Jensen, Mayor

Attest:

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Heather Slifka, City Clerk

# Engineer's Statement of Completion

**Project:** 3391.06  
Story City, IA

**Contractor:** Keller Excavating, Inc.  
1133 155<sup>th</sup> Street  
Boone, IA 50036

To City of Story City:

I hereby state that the 2022 Water Main Improvement Project by a Contract dated May 02, 2022, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed within the specified completion schedule plus allowed extensions for the project.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Five Hundred Thirty-Eight Thousand Three Hundred Sixty-Six and 04/100 dollars (\$538,366.04). The derivation of this total amount is tabulated on the attached sheets.

Five Hundred Twenty-Four Thousand Seven Hundred Seventy-One and 67/100 dollars (\$524,771.67) of the total amount due the Contractor has been paid by Pay Estimate No. 4. The remaining Thirteen Thousand Five Hundred Ninety-Four and 37/100 dollars (\$13,594.37) shown in Pay Estimate No. 5 shall then be paid no sooner than thirty (30) days following acceptance of the project by the City Council. 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 City Council.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Matt D. Garber, P.E.  
Iowa License No. 14449

Date: July 23, 2024

Accepted by: \_\_\_\_\_  
Resolution: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Engineer  
Contractor  
City of Story City

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

## Construction Pay Estimate No. 5

**Project Description:** 2022 Water Main Improvement Project  
Story City, Iowa

**Date of Contract:** May 2, 2022

**Contractor:**  
Keller Excavating  
Boone, Iowa

**Owner:**  
City of Story City  
Story City, Iowa

Base Contract Price	\$670,542.45	Materials on Hand (See Attached Tab)	\$0.00
Change Order #1	(\$194,447.02)		
Change Order #2	\$8,089.00	Construction Completed to Date (See Attached Tab)	\$538,366.04
			\$538,366.04
			\$524,771.67
			\$0.00

TOTAL CONTRACT PRICE	\$484,184.43	<b>AMOUNT DUE THIS ESTIMATE</b>	\$13,594.37
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\*\* Previous payment amount represents an overpayment on \$72,009 on Pay App 2 due to an error in the "Less Previous Payment" c

*Requested by Contractor:*

  
Keller Excavating

Secretary/Treasurer  
Title

3/5/2024  
Date

*Recommended by Engineer:*

  
Matt Garber, PE  
Clapsaddle-Garber Associates, Inc.

Project Manager  
Title

7-22-24  
Date

*Approved by Owner:*

City of Story City

Title

Date

Prepared by:  
Clapsaddle-Garber Associates  
Ames, Iowa

CGA Project No. 3391.06

**APPLICATION FOR PAYMENT  
UNIT PRICE CONTRACT**

APPLICATION NO: #5  
APPLICATION DATE:  
FOR PERIOD: 8/2/2023 thru 10/4/2023

PROJ: 2022 Water Main Improvement Project  
PN: 3391.06

DESCRIPTION OF WORK	ADJUSTED CONTRACT				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE
	UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD			
<b>DIVISION 1</b>											
2.01 Exploratory Excavation	HR	4	\$450.00	\$1,800.00	8	\$3,600.00	0	\$0.00		8	\$3,600.00
2.02 Subgrade Preparation 12"	SY	23	\$3.90	\$143.00	0	\$0.00	0	\$0.00		0	\$0.00
2.03 Granular Subbase 4"	SY	14	\$20.00	\$280.00	3.56	\$71.20	0	\$0.00		3.56	\$71.20
2.04 Granular Subbase 6"	SY	25	\$20.00	\$500.00	12	\$240.00	0	\$0.00		12	\$240.00
5.01 Water Main, Trenchless, PVC, 6"	LF	0	\$41.00	\$0.00	34	\$1,394.00	0	\$0.00		34	\$1,394.00
5.01 Water Main, Trenchless, PVC, 6"	LF	400	\$100.00	\$40,000.00	326	\$32,600.00	0	\$0.00		326	\$32,600.00
5.06 Water Main, Fitting, Valve, 6"	EA	1	\$1,940.00	\$1,940.00	2	\$3,880.00	0	\$0.00		2	\$3,880.00
5.11 Water Main, Fitting, Reducer, 4" x 6"	EA	1	\$635.00	\$635.00	1	\$635.00	0	\$0.00		1	\$635.00
5.13 Water Main, Fitting, Reducer, 4" x 12"	EA	0	\$635.00	\$0.00	2	\$1,270.00	0	\$0.00		2	\$1,270.00
5.17 Water Main, Fitting, Tee, 4" x 4" x 4"	EA	1	\$770.00	\$770.00	1	\$770.00	0	\$0.00		1	\$770.00
5.16 Water Main, Fitting, Tee, 6" x 6" x 6"	EA	0	\$1,000.00	\$0.00	1	\$1,000.00	0	\$0.00		1	\$1,000.00
5.23 Water Service Pipe, Copper, 2"	LF	8	\$125.00	\$975.00	0	\$0.00	0	\$0.00		0	\$0.00
5.25 Fire Hydrant Assembly	EA	1	\$6,550.00	\$6,550.00	1	\$6,550.00	0	\$0.00		1	\$6,550.00
5.27 Water Main Tie-ins	EA	2	\$4,550.00	\$9,100.00	2	\$9,100.00	0	\$0.00		2	\$9,100.00
7.03 JMA Pinch, Full Depth	SY	25	\$76.50	\$1,912.50	12	\$918.00	0	\$0.00		12	\$918.00
7.04 Pavement Removal	SY	14	\$15.00	\$210.00	12	\$180.00	0	\$0.00		12	\$180.00
7.05 Sidewalk, PCC 4", Remove & Replace	SY	14	\$82.78	\$1,158.92	4.31	\$356.85	0	\$0.00		4.31	\$356.85
7.07 Curb & Gutter, 2.5", Remove & Replace	LF	20	\$46.25	\$925.00	9.5	\$439.38	0.6	\$27.75		10.1	\$467.13
7.08 Detectable Warning Panels, Cast Iron	SP	10	\$55.00	\$550.00	0	\$0.00	0	\$0.00		0	\$0.00
7.10 Granular Surfacing, Remove & Replace	TONS	10	\$35.00	\$350.00	0	\$0.00	0	\$0.00		0	\$0.00
8.01 Traffic Control	LS	0.25	\$6,800.00	\$1,700.00	0.25	\$1,850.00	0	\$0.00		0.25	\$1,850.00
9.01 Hydraulic Seeding, Fertilizing, and Mulching (Permanent Lawn-Sodex Type 1)	SF	200	\$5.75	\$1,150.00	0	\$0.00	200	\$1,150.00		200	\$1,150.00
11.01 Mobilization	LS	0.25	\$30,000.00	\$7,500.00	0.25	\$8,750.00	0	\$0.00		0.25	\$8,750.00
				<b>CONTRACT PRICE</b>		<b>TOTAL \$ AMOUNT PREVIOUS APPLICATION</b>		<b>\$ AMOUNT THIS PERIOD</b>		<b>MATERIALS PRESENTLY STORED (\$ AMOUNT)</b>	<b>TOTAL \$ AMOUNT COMPLETED AND STORED</b>
<b>DIVISION 1 TOTALS:</b>				\$79,852.00		\$78,784.23		\$1,177.78		\$0.00	\$74,871.99
<b>DIVISION 2</b>											
2.01 Exploratory Excavation	HR	4	\$450.00	\$1,800.00	12.5	\$5,625.00	0	\$0.00		12.5	\$5,625.00
2.02 Subgrade Preparation 12"	SY	100	\$3.90	\$390.00	0	\$0.00	0	\$0.00		0	\$0.00
2.03 Granular Subbase 4"	SY	38	\$20.00	\$760.00	0	\$0.00	0	\$0.00		0	\$0.00
2.04 Granular Subbase 6"	SY	100	\$20.00	\$2,000.00	0	\$0.00	0	\$0.00		0	\$0.00
5.03 Water Main, Trenchless, DP, 6"	LF	555	\$128.00	\$71,040.00	575	\$73,650.00	0	\$0.00		575	\$73,650.00
5.06 Water Main, Fitting, Tapping Sleeve & Valve, 4" x 4" x 4"	EA	1	\$5,300.00	\$5,300.00	1	\$5,300.00	0	\$0.00		1	\$5,300.00
5.07 Water Main, Fitting, Tapping Sleeve & Valve, 6" x 6" x 6"	EA	1	\$5,700.00	\$5,700.00	1	\$5,700.00	0	\$0.00		1	\$5,700.00
5.08 Water Main, Fitting, Valve, 6"	EA	1	\$1,940.00	\$1,940.00	1	\$1,940.00	0	\$0.00		1	\$1,940.00
5.11 Water Main Fitting, Reducer, 4" x 6"	EA	2	\$635.00	\$1,270.00	2	\$1,270.00	0	\$0.00		2	\$1,270.00

DESCRIPTION OF WORK	ADJUSTED CONTRACT				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE
	UNITS	QTY	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD			
5.14	Water Main Flang. Plug, 4"	EA	1	\$390.00	\$390.00	1	\$390.00	0	\$0.00	1	\$390.00
5.15	Water Main Flang. Cap, 4"	EA	1	\$440.00	\$440.00	2	\$880.00	0	\$0.00	2	\$880.00
5.16	Water Main Flang. Tee, 6" x 6" x 6"	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	0	\$0.00	1	\$1,000.00
5.21	Water Service Pipe, Copper, W"	LF	106	\$42.89	\$4,418.00	228	\$9,578.00	0	\$0.00	228	\$9,578.00
5.22	Water Service Pipe, Copper, 1"	LF	75	\$44.00	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00
5.23	Water Service Pipe, Copper, 2"	LF	8	\$122.00	\$976.00	0	\$0.00	0	\$0.00	0	\$0.00
5.24	Connection to Existing Water Service	EA	5	\$1,800.00	\$9,000.00	6	\$9,000.00	0	\$0.00	6	\$9,000.00
6.25	Pipe Hydrant Assembly	EA	1	\$6,550.00	\$6,550.00	1	\$6,550.00	0	\$0.00	1	\$6,550.00
6.26	Pipe Hydrant Assembly Removal	EA	1	\$375.00	\$375.00	1	\$375.00	0	\$0.00	1	\$375.00
5.27	Water Main Tie-In	EA	3	\$4,350.00	\$13,050.00	3	\$13,050.00	0	\$0.00	3	\$13,050.00
6.01	Manhole Adjustment, Minor	EA	0	\$2,300.00	\$0.00	0	\$0.00	5	\$11,600.00	5	\$11,600.00
7.01	HMA Milling, 2"	SY	2526	\$3.85	\$9,725.80	0	\$0.00	2541	\$10,167.85	2541	\$10,167.85
7.02	Pavement Overlay, HMA, 2" Lift	SY	2526	\$13.50	\$34,101.00	0	\$0.00	2541	\$35,293.50	2541	\$35,293.50
7.03	HMA Patch, Full Depth	SY	100	\$75.80	\$7,580.00	0	\$0.00	181.5	\$13,884.75	181.5	\$13,884.75
7.04	Pavement Removal	SY	50	\$15.00	\$750.00	8.7	\$130.50	0	\$0.00	8.7	\$130.50
7.05	Schwell, PCC, 4", Remove & Replace	SY	32	\$52.75	\$1,688.00	109.9	\$5,764.32	14.39	\$1,190.77	124.29	\$16,225.00
7.07	Curb & Gutter, 2.5", Remove & Replace	LF	187	\$46.25	\$8,668.75	171.7	\$7,941.13	0	\$0.00	171.7	\$7,941.13
7.09	Detectable Warning Panels, Cast Iron	SP	48	\$25.00	\$1,200.00	51.5	\$2,832.50	18.6	\$1,017.80	70	\$3,850.00
7.10	Granular Surfacing, Remove & Replace	TONS	10	\$85.00	\$850.00	0	\$0.00	0	\$0.00	0	\$0.00
8.01	Traffic Control	LS	0.25	\$6,800.00	\$1,700.00	0.25	\$1,800.00	0	\$0.00	0.25	\$1,800.00
8.01	Hydraulic Sealing, Fertilizing, and Matching (Permanent Lawn-Sodas Type 1)	SF	490	\$8.75	\$4,287.50	0	\$0.00	490	\$2,817.50	490	\$2,817.50
8.02	Inlet Protection Device (Installation, Maintenance and Removal)	EA	5	\$20.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00
11.01	Mobilization	LS	0.25	\$35,000.00	\$8,750.00	0.25	\$8,750.00	0	\$0.00	0.25	\$8,750.00
				CONTRACT PRICE		TOTAL \$ AMOUNT PREVIOUS APPLICATION		\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)		TOTAL \$ AMOUNT COMPLETED AND STORED
<b>DIVISION 2 TOTALS:</b>				\$208,254.58		\$164,994.38		\$76,321.87	\$0.00		\$241,196.25
<b>DIVISION 3</b>											
2.01	Exploratory Excavation	HR	4	\$450.00	\$1,800.00	12.2	\$5,490.00	0	\$0.00	12.2	\$5,490.00
2.02	Subgrade Preparation, 12"	SY	269	\$8.80	\$2,368.00	424.29	\$2,460.88	0	\$0.00	424.29	\$2,460.88
2.04	Granular Subbase, 6"	SY	250	\$20.00	\$5,000.00	424.29	\$8,485.80	0	\$0.00	424.29	\$8,485.80
3.01	Water Main, Trenched, PVC, 6"	LF	1217	\$41.00	\$49,897.00	1229.9	\$50,425.90	0	\$0.00	1229.9	\$50,425.90
5.06	Water Main, Flang. Tapping Sleeve & Valve, 4" x 4" x 4"	EA	1	\$5,300.00	\$5,300.00	0	\$0.00	0	\$0.00	0	\$0.00
5.07	Water Main, Flang. Tapping Sleeve & Valve, 6" x 6" x 6"	EA	1	\$5,700.00	\$5,700.00	0	\$0.00	0	\$0.00	0	\$0.00
5.08	Water Main, Flang. Valve, 6"	EA	3	\$1,846.00	\$5,538.00	6	\$11,844.00	0	\$0.00	6	\$11,844.00
5.11	Water Main, Flang. Reducer, 4" x 6"	EA	3	\$536.00	\$1,608.00	4	\$2,544.00	0	\$0.00	4	\$2,544.00
5.14	Water Main, Flang. Plug, 4"	EA	3	\$390.00	\$1,170.00	2	\$780.00	0	\$0.00	2	\$780.00
5.15	Water Main, Flang. Cap, 4"	EA	3	\$440.00	\$1,320.00	2	\$880.00	0	\$0.00	2	\$880.00
5.18	Water Main, Flang. Cross, 6" x 12"	EA	0	\$1,889.00	\$0.00	2	\$3,778.00	0	\$0.00	2	\$3,778.00
5.18	Water Main, Flang. Tee, 6" x 6" x 6"	EA	2	\$1,000.00	\$2,000.00	4	\$4,000.00	0	\$0.00	4	\$4,000.00
5.21	Water Service Pipe, Copper, 3"	LF	150	\$42.00	\$6,300.00	161.83	\$6,796.86	0	\$0.00	161.83	\$6,796.86
5.22	Water Service Pipe, Copper, 1"	LF	40	\$44.00	\$1,760.00	0	\$0.00	0	\$0.00	0	\$0.00
5.23	Water Service Pipe, Copper, 2"	LF	0	\$122.00	\$0.00	40.9	\$4,996.80	0	\$0.00	40.9	\$4,996.80

DESCRIPTION OF WORK	ADJUSTED CONTRACT*				WORK COMPLETED				MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL QTY TO DATE	TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE
	UNITS	QTY*	UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	AMOUNT THIS PERIOD	\$ AMOUNT THIS PERIOD			
5.24 Connection to Existing Water Services	EA	10	\$1,800.00	\$18,000.00	11	\$17,800.00	0	\$0.00		11	\$17,800.00
5.25 Fire Hydrant Assembly	EA	1	\$8,550.00	\$8,550.00	1	\$8,550.00	0	\$0.00		1	\$8,550.00
5.26 Fire Hydrant Assembly Removal	EA	1	\$575.00	\$575.00	1	\$575.00	0	\$0.00		1	\$575.00
5.27 Water Main Tie-in	EA	3	\$4,600.00	\$13,800.00	4	\$18,200.00	0	\$0.00		4	\$18,200.00
6.01 Manhole Adjustment, Minor	EA	1	\$2,300.00	\$2,300.00	1	\$2,300.00	0	\$0.00		1	\$2,300.00
7.03 P&A Patch, Full Depth	SY	250	\$76.50	\$19,125.00	320.571	\$24,523.68	0	\$0.00		320.571	\$24,523.68
7.07 Curb & Gutter, 2.5". Remove & Replace	LF	0	\$46.25	\$0.00	15.66	\$724.26	0	\$0.00		15.66	\$724.26
7.08 POC Patch, Full Depth	SY	124	\$156.00	\$19,344.00	107.34	\$16,748.04	0	\$0.00		107.34	\$16,748.04
7.10 Gravel Surface, Remove & Replace	TONS	50	\$55.00	\$2,750.00	62.87	\$4,657.85	0	\$0.00		62.87	\$4,657.85
8.01 Traffic Control	LS	0.25	\$6,600.00	\$1,650.00	0.25	\$1,650.00	0	\$0.00		0.25	\$1,650.00
9.01 Hydraulic Sealing, Fertilizing, and Mulching (Permanent Lawn-Soles Type 1)	SF	1425	\$5.75	\$8,193.75	0	\$0.00	1425	\$8,193.75		1425	\$8,193.75
11.01 Mobilization	LS	0.25	\$35,000.00	\$8,750.00	0.25	\$8,750.00	0	\$0.00		0.25	\$8,750.00

\* Contract quantities have been adjusted to reflect value engineering described in Change Order 1

\*\* Item of equal value substituted for 6" x 8" reducer and 6" Hymax

Change Order

CO2-1	Aurora Tie Repair	LS	1	\$5,389.00	\$5,389.00	1	\$5,389.00	0	\$0.00		1	\$5,389.00
CO2-2	Water Main Flang Tee, 8" by 6" x 6"	EA	1	\$1,200.00	\$1,200.00	1	\$1,200.00	0	\$0.00		1	\$1,200.00
CO2-3	Water Main Flang Tee, 45° bend, 6"	EA	2	\$750.00	\$1,500.00	2	\$1,500.00	0	\$0.00		2	\$1,500.00

				CONTRACT PRICE	TOTAL \$ AMOUNT PREVIOUS APPLICATION	\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL \$ AMOUNT COMPLETED AND STORED
<b>DIVISION 3 TOTALS:</b>				\$196,298.75	\$214,064.68	\$8,193.75	\$0.00	\$322,257.84

				CONTRACT PRICE	TOTAL \$ AMOUNT PREVIOUS APPLICATION	\$ AMOUNT THIS PERIOD	MATERIALS PRESENTLY STORED (\$ AMOUNT)	TOTAL \$ AMOUNT COMPLETED AND STORED
<b>DIVISIONS 1, 2, and 3 TOTALS:</b>				\$484,184.30	\$452,762.67	\$91,660.37	\$0.00	\$938,348.04

**ORDINANCE NO. 349**

**AN ORDINANCE INCREASING SEWER SERVICE RATES BY AMENDING SECTION 99.07 OF THE CODE OF ORDINANCES OF THE CITY OF STORY CITY, IOWA.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE INCORPORATED CITY OF STORY CITY, IOWA:

SECTION 1. Section 07 of Chapter 99 of the Story City Code of Ordinances (Section 99.07) is hereby repealed in its entirety and replaced with the following:

-----  
**99.07 MINIMUM CHARGE.** The minimum charge per month per user shall be \$22.81. The total minimum charge shall be paid by the user responsible for the meter.

Beginning with the May billing in 2025, 2026, and 2027, the minimum charge shall be as follows:

<u>Meter Size</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
5/8 and 3/4	\$26.82	\$31.48	\$36.15
1	\$35.48	\$48.82	\$62.15
1½	\$63.82	\$105.48	\$147.15
2	\$88.82	\$155.48	\$222.15
3	\$138.82	\$255.48	\$372.15
4	\$155.48	\$288.82	\$422.15

In addition, each user responsible for a meter (except as provided in Section 99.08) shall pay a user charge rate for operation and maintenance including replacement of \$5.05 per 100 cubic feet of water as determined in the preceding section.

Beginning with the May billing in 2025, the user charge rate shall be \$5.83 per 100 cubic feet of water as determined in the preceding section.

Beginning with the May billing in 2026, the user charge rate shall be \$6.61 per 100 cubic feet of water as determined in the preceding section.

Beginning with the May billing in 2027, the user charge rate shall be \$7.40 per 100 cubic feet of water as determined in the preceding section.  
-----

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby specifically repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its adoption by the City Council and publication thereof as provided by law.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Mike Jensen, Mayor

\_\_\_\_\_  
ATTEST: Heather Slifka, City Clerk

I hereby certify that the foregoing was published as Ordinance No. 349 on the \_\_\_\_\_ day of July, 2024.

\_\_\_\_\_  
Heather Slifka, City Clerk



MINUTES RE: ORDINANCE 349:

The foregoing Ordinance No. 349 was considered for the first time by the City Council on July 2, 2024. The first reading was moved by Councilperson Sporleder, and seconded by Councilperson Ostrem, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE: Ostrem, Phillips, Solberg, and Sporleder

NAY:

ABSENT: O'Connor

The Ordinance was considered for the second time by the City Council on July 16, 2024. The second reading was moved by Councilperson Ostrem, and seconded by Councilperson Phillips, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE: Ostrem, Phillips, Solberg, O'Connor, and Sporleder

NAY:

ABSENT:

The Ordinance was considered for the third time by the City Council on August 5, 2024. The third reading was moved by Councilperson \_\_\_\_\_, and seconded by Councilperson \_\_\_\_\_, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE:

NAY:

ABSENT:

WHEREUPON, the Mayor declared Ordinance No. 349 duly passed and the title agreed upon this 5<sup>th</sup> day of August, 2024.

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Mike Jensen, Mayor

---

ATTEST: Heather Slifka, City Clerk

# APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER: City of Story City  
 504 Broad St  
 Story City, IA 50248

PROJECT: Bertha Bartlett Rebid - Post B  
 503 Broad St  
 Story City, IA 50248

Distribution Via Email:

CONTRACTOR: Kingland Construction Services  
 3216 HWY 69 S  
 Forest City, IA 50436

VIA ARCHITECT:

PERIOD TO: 6/25/2024  
 PROJECT NO: 24005  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CM AGENT

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet Page 2, is attached.

1. ORIGINAL CONTACT SUM \$ 2,816,000.00
2. Net change by Change Orders 45,659.96
3. CONTRACT SUM TO DATE (Line 1+2) 2,861,659.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 329,732.76
5. RETAINAGE:
  - a. 5% 16,486.64 on Completed Work \$ 15,525.39  
 (Column D + E on G703)
  - b. On Stored Material 961.25

Change Order Summary	Additions	Deductions
Total Changes approved in previous months by Owner:	50,009.96	4,350.00
Total approved this Month	0.00	0.00
<b>NET CHANGES by Change Order</b>	<b>\$ 45,659.96</b>	

By: Patricia Spavante Date: 07.03.2024  
 ARCHITECT: EMERGENT ARCHITECTURE

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
 By: [Signature] Date: 6/25/2024  
 State of: IA County of: Hancock  
 Subscribed and sworn to before me this 25th day of June 2024  
 Notary Public: Cynthia Donrje  
 My Commission Expires: 9/4/2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified \$ 194,995.71

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment containing contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No: 5  
Application Date: 6/25/2024  
Period To: 6/25/2024  
Project No: 24005

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage
			Previous Application	This Period						
<b>General Requirements</b>										
01.10000	General Conditions	410,287.33	23,090.19		8,060.83	0.00	31,151.02	8	379,136.31	1,557.55
01.01600	Performance & Payment Bond	25,973.05	25,973.05		0.00	0.00	25,973.05	100	0.00	1,298.65
01.01900	Procure	4,909.83	4,909.83		0.00	0.00	4,909.83	100	0.00	245.49
		441,170.21	53,973.07		8,060.83	0.00	62,033.90	14	379,136.31	3,101.69
<b>Existing Conditions</b>										
02.02226	Demolition	48,215.83	2,974.92		0.00	0.00	2,974.92	6	45,240.91	148.75
		48,215.83	2,974.92		0.00	0.00	2,974.92	6	45,240.91	148.75
<b>Concrete</b>										
03.03000	Building Concrete	119,692.55	17,953.88		12,000.00	0.00	29,953.88	25	89,738.67	1,497.69
		119,692.55	17,953.88		12,000.00	0.00	29,953.88	25	89,738.67	1,497.69
<b>Masonry</b>										
04.04000	Masonry	209,214.70	0.00		7,509.32	0.00	7,509.32	4	201,705.38	375.47
		209,214.70	0.00		7,509.32	0.00	7,509.32	4	201,705.38	375.47
<b>Metal</b>										
05.05000	Steel Supplier	34,929.57	0.00		24,450.70	0.00	24,450.70	70	10,478.87	1,222.54
05.05120	Structural Steel Labor	5,701.88	0.00		0.00	0.00	0.00	0	5,701.88	0.00
05.05500	Metal Fabrications	1,019.68	0.00		0.00	0.00	0.00	0	1,019.68	0.00
		41,651.13	0.00		24,450.70	0.00	24,450.70	59	17,200.43	1,222.54
<b>Wood, Plastic and Composites</b>										
06.06001	Rough Carpentry	144,913.48	0.00		0.00	0.00	0.00	0	144,913.48	0.00
06.06300	Finish Carpentry	72,297.23	1,991.33		0.00	19,225.00	21,216.33	29	51,080.90	1,060.82
		217,210.71	1,991.33		0.00	19,225.00	21,216.33	10	195,994.38	1,060.82
<b>Thermal &amp; Moisture Protection</b>										
07.07200	Insulation	12,736.30	0.00		0.00	0.00	0.00	0	12,736.30	0.00

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment containing contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No: 5  
Application Date: 6/25/2024  
Period To: 6/25/2024  
Project No: 24005

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	G / C %	H Balance To Finish (C-G)	I Retainage
			Previous Application	Completed						
07.07300	Roofing	95,545.90	0.00	0.00	0.00	0.00	0.00	0	95,545.90	0.00
07.07410	Metal Siding	9,340.75	0.00	0.00	0.00	0.00	0.00	0	9,340.75	0.00
07.07500	Membrane Roofing	21,524.92	0.00	0.00	0.00	0.00	0.00	0	21,524.92	0.00
07.07510	Snow Guards	921.37	0.00	0.00	0.00	0.00	0.00	0	921.37	0.00
07.07800	Fire & Smoke Protection	8,609.96	0.00	0.00	0.00	0.00	0.00	0	8,609.96	0.00
		148,679.20	0.00	0.00	0.00	0.00	0.00	0	148,679.20	0.00

<b>Openings</b>										
08.08100	Doors & Hardware	64,400.42	0.00	7,499.07	0.00	0.00	7,499.07	12	56,901.35	374.95
08.08365	Coiling door	8,507.72	0.00	0.00	0.00	0.00	0.00	0	8,507.72	0.00
08.08410	Aluminum Entrances & Storefronts	75,848.44	0.00	0.00	0.00	0.00	0.00	0	75,848.44	0.00
		148,756.58	0.00	7,499.07	0.00	0.00	7,499.07	5	141,257.51	374.95

<b>Finishes</b>										
09.09200	Gypsum drywall system	99,524.78	0.00	0.00	0.00	0.00	0.00	0	99,524.78	0.00
09.09600	Flooring	88,155.31	0.00	0.00	0.00	0.00	0.00	0	88,155.31	0.00
09.09810	Acoustical Ceiling	46,833.92	0.00	0.00	0.00	0.00	0.00	0	46,833.92	0.00
09.09900	Painting	26,197.99	0.00	0.00	0.00	0.00	0.00	0	26,197.99	0.00
		260,712.00	0.00	0.00	0.00	0.00	0.00	0	260,712.00	0.00

<b>Specialties</b>										
10.10000	Specialty Vendor	18,473.76	0.00	0.00	0.00	0.00	0.00	0	18,473.76	0.00
10.10110	Specialty Installation	1,888.81	0.00	0.00	0.00	0.00	0.00	0	1,888.81	0.00
10.10001	Art Hanging system	2,252.85	0.00	0.00	0.00	0.00	0.00	0	2,252.85	0.00
10.10431	Interior Signage	3,228.74	0.00	0.00	0.00	0.00	0.00	0	3,228.74	0.00
10.10550	Canopies	14,438.92	0.00	0.00	0.00	0.00	0.00	0	14,438.92	0.00
		40,283.08	0.00	0.00	0.00	0.00	0.00	0	40,283.08	0.00

<b>Furnishing</b>										
12.12400	Roller shades	5,642.76	0.00	0.00	0.00	0.00	0.00	0	5,642.76	0.00
		5,642.76	0.00	0.00	0.00	0.00	0.00	0	5,642.76	0.00

**CONTINUATION SHEET**

Project: Bertha Bartlett  
Rebid - Post B

Application and Certification for Payment containing contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No: 5  
Application Date: 6/25/2024  
Period To: 6/25/2024  
Project No: 24005

Item No.	A	B	C	D		E	F	G	H	I
				Work Completed Previous Application	Work Completed This Period					
		Description of Work	Scheduled Value			Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage
<b>Fire Suppression</b>										
21.21000		Sprinkler system	163,623.84	9,686.53	9,686.53	0.00	19,373.06	12	144,250.78	968.65
			163,623.84	9,686.53	9,686.53	0.00	19,373.06	12	144,250.78	968.65
<b>HVAC &amp; Plumbing</b>										
23.23000		Mechanical	653,264.14	0.00	71,859.06	0.00	71,859.06	11	581,405.08	3,592.95
			653,264.14	0.00	71,859.06	0.00	71,859.06	11	581,405.08	3,592.95
<b>Electrical</b>										
26.26000		Electrical	257,714.65	34,531.19	0.00	0.00	34,531.19	13	223,183.46	1,726.56
			257,714.65	34,531.19	0.00	0.00	34,531.19	13	223,183.46	1,726.56
<b>Earthwork</b>										
31.31000		Earthwork	24,383.43	3,363.20	1,079.28	0.00	4,442.48	18	19,940.95	222.13
			24,383.43	3,363.20	1,079.28	0.00	4,442.48	18	19,940.95	222.13
<b>Utilities</b>										
33.33340		Utility Sub	35,785.19	0.00	33,935.10	0.00	33,935.10	95	1,850.09	1,696.76
			35,785.19	0.00	33,935.10	0.00	33,935.10	95	1,850.09	1,696.76
<b>Change Order 001</b>										
50.50001		PR 1: Relocate West Vestibule	28,488.07	0.00	439.86	0.00	439.86	2	28,048.21	21.99
50.50002		PR 2: Op. Partition Structure	-4,350.00	0.00	0.00	0.00	0.00	0	-4,350.00	0.00
50.50003		Soils Correction	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
50.54003		PCO 3- Brick Color Change	1,586.11	0.00	0.00	0.00	0.00	0	1,586.11	0.00
50.50005		RFC 5-Floor Slab Soil Correct	19,027.78	0.00	9,513.89	0.00	9,513.89	50	9,513.89	475.69
50.55002		Door 133 Changes	319.00	0.00	0.00	0.00	0.00	0	319.00	0.00
50.55003		CPR 3- Add Furred Wall For FDC	589.00	0.00	0.00	0.00	0.00	0	589.00	0.00
			45,659.96	0.00	9,953.75	0.00	9,953.75	22	35,706.21	497.68
Totals			2,861,659.96	124,474.12	186,033.64	19,225.00	329,732.76	12	2,531,927.20	16,486.64

**CONTINUATION SHEET**

**Project: Bertha Bartlett  
Rebid - Post B**

Application and Certification for Payment

containing contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No:

5

Application Date:

6/25/2024

Period To:

6/25/2024

Project No:

24005



# HALLMARK

901 Northwew Road  
Suite 100  
Newkeetha, WI 53188

## Sales Order Acknowledgement

Phone: 262-408-4200  
Fax: 612-362-4501

Sales Order: 1504499

1 of 2

**Sold To:**  
Mike Karber  
JMU Caseworks  
1100 West Blackhawk  
Sour Falls SD 57104 USA

**Ship To:**  
Mike Karber  
JMU Caseworks  
1100 West Blackhawk  
Sour Falls SD 57104 USA

Quote ID: 214019  
Email: mkarber@jmcaseworks.com

Fax: 16053328181  
Email: mkarber@jmcaseworks.com

PO #: 102945  
Order Date: 6/5/2024  
Order #: 1504499

Ship By Date: 6/21/2024  
Ship Via: Best Way  
Terms: Net 30 Days

Changed ship date from 6/19 to 6/21 as your ship day is on Friday.  
If you need this to ship on a Friday earlier than 6/21, please reply  
back to this acknowledgment letting us know (p 6/6)

Line	Part Number	Description	Qty	Order Qty	Unit Price	Est Price
1	30145MAN2	30x144 ANTARCTICA 1/2" CORIAN FULL SHEET	8.00	EA	650.0000/1	5,200.00
		<b>Prod Date</b>	<b>Quantity</b>			
		1 6/21/2024	8.00			
		<b>Tax ID</b>				
		51-				
2	BLKADHGLW15N	BULK JOINT ADH 470ML GLACIER WHITE NEW	4.00	EA	97.3400/1	389.36
		<b>Prod Date</b>	<b>Quantity</b>			
		1 6/21/2024	4.00			
		<b>Tax ID</b>				
		51-				
3	30145CON2	30x144 CONCRETE 1/2" CORIAN FULL SHEET	4.00	EA	831.0000/1	3,324.00
		<b>Prod Date</b>	<b>Quantity</b>			
		1 6/21/2024	4.00			
		<b>Tax ID</b>				
		51-				
4	BLKADHCON15N	BULK JOINT ADH 470ML CONCRETE (NEW)	2.00	EA	97.3400/1	194.68
		<b>Prod Date</b>	<b>Quantity</b>			
		1 6/21/2024	2.00			
		<b>Tax ID</b>				
		51-				



# HALLMARK

901 Northwew Road  
Suite 100  
Waukesha, WI 53188

## Sales Order Acknowledgement

Phone: 262-408-4200  
Fax: 612-362-4501

51-

2 of 2

### Order Miscellaneous Charges:

Quantity	Unit Price	Line Description	Ext. Price
1	188.00 ( F )	SD - Corian Freight	188.00
			188.00

Tax Description:	Taxable Amount	Percent	Tax Amount
------------------	----------------	---------	------------

Line Total:	9,108.04
Total Tax:	0.00
Line Miscellaneous Charges:	0.00
Order Miscellaneous Charges:	188.00

<b>Order Total</b>	<b>9,296.04</b>
--------------------	-----------------

OrderRef:001:00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.**

**PRODUCER**  
North Risk Partners - McKinney/Clean Insurance  
7001 S Lyncrest Pl  
Suite 102  
Sioux Falls  
SD 57108

**INSURER**  
JMJ Caseworks Inc, Cleasns N Wtra  
1100 W Blackhawk St  
Sioux Falls  
SD 57104

**INSURER A:** Aedity  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**AGENT**  
NAME: Alice Johnson  
PHONE: (605) 335-7777  
EMAIL: alice.johnson@northriskpartners.com  
ADDRESS: (INSUREE'S ADDRESS FOR COVERAGE)

**MAIC #**  
14184

**COVERAGES**      **CERTIFICATE NUMBER:** Master      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	INSURER (INSO) (WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OTHER    Included		ZP7980	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Adv one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPING AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 Combined Single Limit (Ea accident) \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ Uninsured motorist BI \$ 1,000,000 EXCH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZP7980	09/30/2023	09/30/2024	PER STATUTE <input checked="" type="checkbox"/> PER <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 Max Limit \$ 2,098,720 Deductible \$ 1,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Indemnify in full) <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below: Property		ZP7980	09/30/2023	09/30/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bertha Barlett Public Library Addition- Story City, IA \$55,851

**CERTIFICATE HOLDER**      **CANCELLATION**

Kingland Construction Services  
3216 Highway 9  
Forest City  
IA 50436

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Jerry Olson-Hills*



CHARTER WT054 NATURAL RIFT 15/18 X 3  
Rec. Date 06/05/2024  
MM  
Rec. Qty 4.08  
Unit 205  
Project Bertha Bartlett Public Library Addition  
Bin. ED082AND030  
ProjW04 P-24-1434  
PC# PO-102929



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**PERMANENTE WORKS**  
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Take delivery as promised

24154 Benthin Street  
Public Library Addition

**JMU CASEWORKS INC**  
**5029264**  
**Made in the USA**

**MED**

24-1434 B...

11607 027 HAFLE STAINLESS STEEL LO  
 OK 102MM (4 IN.) PULL  
 Rec. Date 06/12/2024  
 Rec. Qty 105  
 Project Bartha Barthez Public Library Addition  
 PO# PO-142224  
 2013  
 11607 027 HAFLE STAINLESS STEEL LO  
 OK 102MM (4 IN.) PULL  
 Rec. Date 06/12/2024  
 Rec. Qty 105  
 Project Bartha Barthez Public Library Addition  
 PO# PO-142224  
 2013



24-1434 Bertha Berken  
Public Library Addition





**FRAGILE**



**THIS SIDE UP**



**GEMSTONE**  
1613 UV0  
POLAR WHITE

**FRAGILE**



**THIS SIDE UP**



**GEMSTONE**  
1613 UV0  
POLAR WHITE

**GEMSTONE**  
1613 UV0  
POLAR WHITE

24-1434 Bernha Barlett  
Public Library Addition

**FRAGILE**



**THIS SIDE UP**



**GEMSTONE**  
1613 UV0  
POLAR WHITE

**FRAGILE**



**THIS SIDE UP**



**GEMSTONE**  
1613 UV0  
POLAR WHITE

**FRAGILE**

21-0728-0000  
Date: 09/11/2024  
Unit: EA  
Project: Bertha Bartlett Public Library Addition  
Project No: P-24-1431-005P  
PO#: PO-182916

Project: Bertha Bartlett Public Library Addition  
Project No: P-24-1431-005P  
PO#: PO-182916

Project: Bertha Bartlett Public Library Addition  
Project No: P-24-1431-005P  
PO#: PO-182916

6" x 30" END CAP  
Rec. Date 09/11/2024  
Rec. Qty 2  
Unit EA  
Project Bertha Bartlett Public Library Addition  
Project No P-24-1431-005P  
PO# PO-182916





24-1434 Bertha Barlett  
Public Library Addition

JMI



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: Agreement with MSA for Year 5  
Sump Pump Inspection Program  
Date: August 5, 2024

Presented for Mayor and City Council consideration is a request to approve an agreement with MSA at a cost, not to exceed, \$20,000 for Year 5 of the sump pump inspection program.

### **Background**

In order to address the City's Inflow & Infiltration (I&I) problems, the City Council approved in 2019 two ways to reduce ground and rain water from entering the sanitary sewer system.

Like many cities in Iowa, Story City faces challenges with its sanitary sewer system. During significant rainfall events the system is overloaded by excess ground water and rain water (clear water). This is commonly referred to as Inflow & Infiltration (or I&I). Removing clear water reduces sewer handling and treatment costs, minimizes sewer backups into basements, and extends the life of the sanitary sewer system.

Clear water enters the sanitary sewer system from cracks in sewer mains and manholes, and from private sources such as sump pumps, seepage collection systems, defective service laterals, and roof drains. National studies have shown that the distribution of public/private clear water sources is 50/50. Removing private sources of clear water is essential to solving the problem. A major source of private clear water in the sanitary sewer system is sump pumps.

### **Sump Pump Inspection Program**

At its December 3, 2018 meeting, the City Council adopted an ordinance pertaining to rules of compliance for storm and other water discharged into the sanitary sewer disposal system.

The City Council, at its meeting on February 18, 2019, approved an engineering services agreement with MSA to conduct the sump pump inspection program. The City has approximately 1,350 properties and the inspection will take place over a seven year time period. The sump pump inspection program was suspended in 2020 due to the COVID-19 pandemic.

Inspection Year	Total Anticipated Inspections	Total Homes Inspected	Total Homes Remaining to be Inspected	Total Non-Compliant	Total Pending Dye Test
Year 1 (2019)	200	200	0	2	3
Year 2 (2021)	248	245	2	2	0
Year 3 (2022)	258	253	1	4	3
Year 4 (2023)	194	147	36	3	3
Year 5 (2024)	201	1	197	2	1

**Year 5 Schedule:**

Late August/Early September - Public Outreach

September//October - Sump Pump Inspections

**Clean & Televise Sanitary Sewer Mains**

As previously stated, clear water enters the sanitary sewer system from cracks in sewer mains and manholes. Accujet has completed Years 1 through 4. The contract for Accujet is for \$181,635 over seven years or \$25,947 per year.



# Professional Services Agreement

MSA Project Number: 08989038

This AGREEMENT (Agreement) is made effective \_\_\_\_\_ by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1555 SE Delaware Ave, Suite F, Ankeny, Iowa 50021

Phone: MSA Phone

Representative: Andrew Inhelder, PE

Email: [ainhelder@msa-ps.com](mailto:ainhelder@msa-ps.com)

**CITY OF STORY CITY (OWNER)**

Address: 504 Broad Street, Story City, Iowa 50248

Phone: (515) 733-2121

Representative: Mike Jensen, Mayor

Email: [mjensen@cityofstorycity.org](mailto:mjensen@cityofstorycity.org)

**Project Name:** Sump Pump Inspections Year 5 - 2024-2025

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: August 2024  
Approximate Completion Date: June 30, 2025

**The estimated fee, not to exceed for the work is:** \$20,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF STORY CITY**

\_\_\_\_\_  
Mike Jensen

Mayor

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

  
\_\_\_\_\_  
Andrew Inhelder, PE

Project Manager

Date: 07/12/2024

  
\_\_\_\_\_  
Nichole Sungren, PE

Team Leader

Date: 07/12/2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**6. Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

**7. Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

**8. Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

**9. Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**10. Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

**11. Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional



insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

**23. Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

**24. Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

**25. Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

**26. Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

**27. Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**28. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

**29. No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

**30. State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**31. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

**32. Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## **ATTACHMENT A: SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

The project consists of sump pump inspections of approximately 201 properties during 2024 (Year #5 identified in Attachment C). This is Year 5 of a seven-year project that coincides with the City's sewer televising program. Public outreach, education, and notifications are included as a part of this project. It is also assumed that 10% (21) of the properties will need to be re-inspected due to no-shows or sump pump violations. It is further assumed that 5% (11) of the properties will need dye tests to verify the storm sump lines are not tied into the sanitary lines.

### **SCOPE OF SERVICES**

MSA will provide services as set forth below.

#### **1. PUBLIC OUTREACH AND EDUCATION, NOTIFICATIONS, REPORTS, BROCHURES, AND PROJECT ADMINISTRATION**

- **Public Outreach and Education, Notification and Brochure Tasks:**
  - Prepare and send out public notice to affected residences
  - Prepare a color information brochure for distribution by the City
  - Facilitate a public/neighborhood meeting
    1. Provide project information
    2. Provide sign-up procedure for sump pump inspections
      - a. Scheduling program
        - i. Provide link in public notice, at meeting, and in utility bill
      - b. Phone contact for those who have not signed up using online portal.
- **Project Report Tasks:**
  - Monthly project updates to provide the City a summary of a list of properties that were initially inspected and results of the inspections.
  - A list of properties found to have illegal sump pump connections, including supporting documentation with photographs, recommendations including options to correct the violations.
  - A list of properties with sump pumps whose discharge location cannot be confirmed from inspection.
  - A list of properties where violations were found and corrected.
  - Project updates will also provide GIS graphical map of inspections completed and associated results.
- **Project Administration Tasks:**
  - Coordinate internal staff to assure compliance with OWNER's intent.
  - Prepare project correspondence.
  - Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.
- **Quality Assurance/Quality Control:**
  - Employ documented quality-assurance/quality-control procedures throughout project.

- **Meetings:**
    - **Project kick-off:** Attend one meeting with staff prior to starting work on the project.
    - **Public Information Meeting:** Conduct one meeting, consisting of a brief presentation about the project, and a question/answer period.
    - Unless otherwise noted, all meetings will take place at City Hall.
- 2. PRELIMINARY SUMP PUMP INSPECTIONS**
- **Sump pump inspections**
    - Inspector requirements
      - All MSA inspectors on site will have:
        - a. Passed a 5-year background check
        - b. Will be wearing a photo ID and an MSA logo'd shirt
        - c. Will have an observation form (paper or by app)
        - d. Will document the inspection with photographs
    - Timing
      - Inspections will be performed in a variety of time slots; during business hours, off-business hours.
      - Verified by City staff at kick-off meeting.
      - Dates will be provided to residents within public notice and at public information meeting.
    - Procedure
      - Perform homeowner interviews
      - Take photos of sump pumps (if present)
      - Take photo of water meter and record model number and serial number.
      - Walk perimeter of building to look at downspouts (if present)
      - Completed form will be available to property owner if requested, at a later date.
      - If needed, provide a "Notice of Violation" or a "Dye Test" form.
  - It is assumed that there will be no more than 195 preliminary sump pump inspections required.
- 3. SUMP PUMP RE-INSPECTIONS**
- **Re-Inspections**
    - MSA inspectors will conduct one follow-up inspection at each property where either a no-show or a sump pump violation was found in order to confirm compliance.
    - No shows will be penalized per the City of Story City ordinance at a fee established by City Council.
  - It is assumed that there will be no more than 21 re-inspections required.

#### 4. DYE TESTS

- **Dye Tests**
  - MSA inspectors will conduct a dye test at each property where the sump pump routing is unclear to verify it is not connected to the sanitary line.
  - MSA will open manholes upstream and downstream of possible connections and flush brightly colored fluorescent dye into sump with clear water and cause it to run.
  - Dye is nontoxic and food safe.
- It is assumed that there will be no more than 11 dye tests required.

#### ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Inspections, re-inspections, or dye tests above and beyond the amount listed in Scope of Services.
2. Assistance with acquisition of real estate and/or temporary or permanent easements
3. Survey mapping and monumentation
4. Utility system modeling
5. Funding applications and administration
6. Additional meetings not specifically listed in the scope.
7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
8. Permit assistance related to surface waters and wetlands.
9. Variance requests (if required for permit applications included in the scope).
10. Updates to Owner's electronic Geographic Information System to reflect changes from project.
11. Construction related services.

#### PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
July/August, 2024	Owner approves Professional Services Agreement
Late August/Early September, 2024	Public Outreach
September-October 2024	Initial Sump Pump Inspections
March/April 2025	Second Round of Inspections, follow-up sump pump inspections & dye testing (If budget allows)
May/June 2025	Third Round of Inspections, follow-up sump pump inspections & dye testing (If budget allows)

**OWNER’S RESPONSIBILITIES**

- Designate in writing a person to act as OWNER’s representative with respect to the services provided herein. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.
- Provide all criteria and full information as to the OWNER’s requirements for the project including objectives and constraints, space, capability, and performance requirements.
- Assist ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the project; including:
  - Current list of homeowners’ and addresses within the project area.
- Distribute such information as may be deemed necessary to adequately inform public of proposed project, including, but not limited to:
  - Notice of Proposed observation activities.
- Provide City Personnel at each observation activity, as directed and needed by OWNER.
- Complete observation activities for those locations that ENGINEER was unable to complete on a one-time observation basis, due to:
  - Access to property not granted;
  - Property owner unavailable to provide access;
  - Or other such eventualities.
- Arrange for access to and make provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this agreement.
- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will operate Owner’s systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will pay MSA as follows:

**FEE SUMMARY**

The Owner will compensate MSA for the Scope of Services listed above as follows:

Task 1 – Public Outreach	\$6,100
Task 2 – Preliminary Inspections	\$9,100
Task 3 – Re-inspections	\$3,400
Task 4 – Dye Testing	\$1,400
<b>Total</b>	<b>\$20,000</b>

**ATTACHMENT B:  
RATE SCHEDULE**

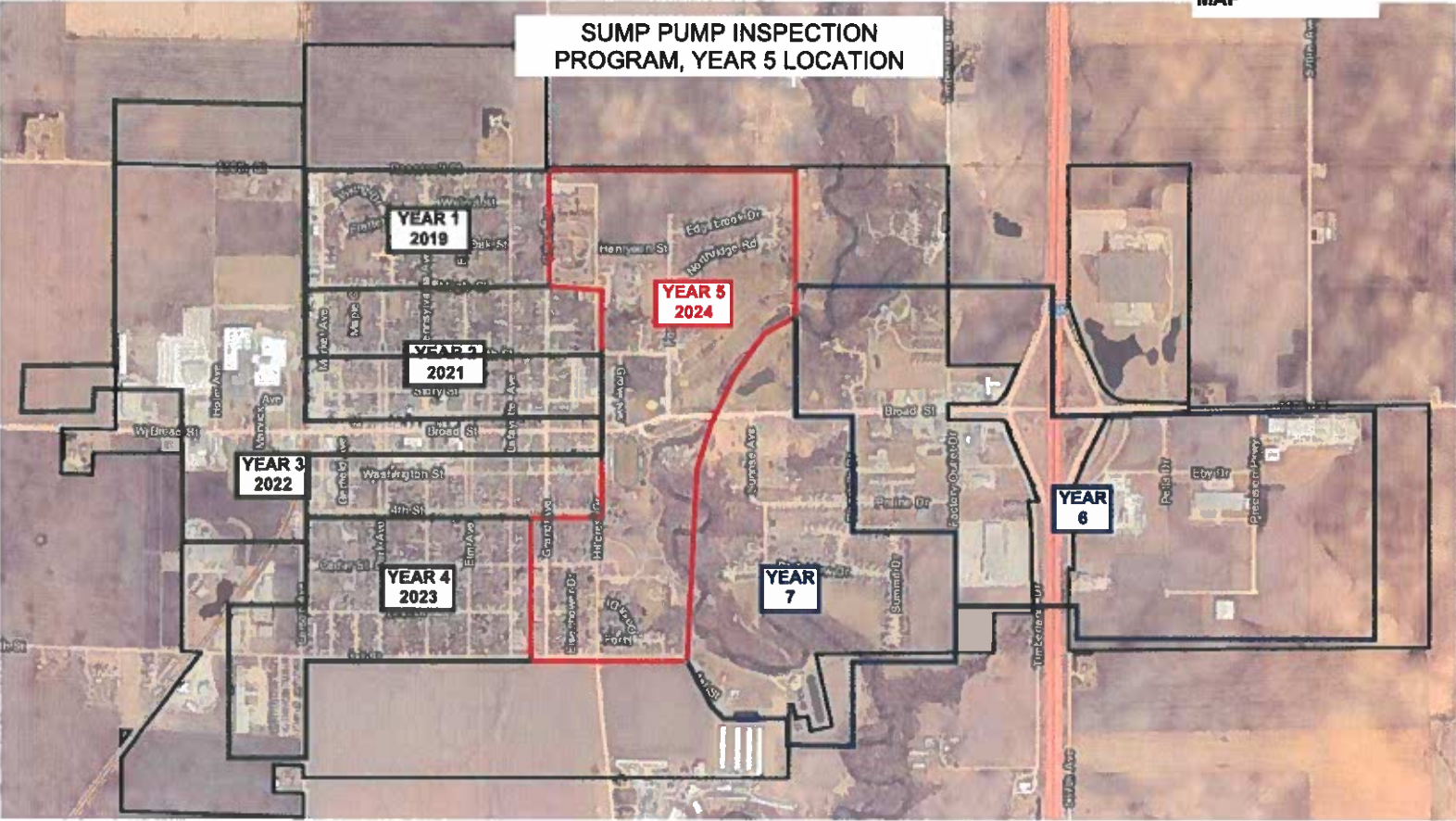
<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists.....	\$135 – \$185/hr.
Digital Design .....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists .....	\$105 – \$185/hr.
Geographic Information Systems (GIS) .....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR.....	\$ 135 – \$150/hr.
Inspectors/Zoning Administrators.....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects .....	\$ 75 – \$215/hr.
Planners .....	\$ 75 – \$205/hr.
Principals.....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers .....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers.....	\$ 75 – \$145/hr.
Technicians .....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

**REIMBURSABLE EXPENSES**

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

SUMP PUMP INSPECTION  
PROGRAM, YEAR 5 LOCATION





# Sidewalk Improvement Program Application

City of Story City

504 Broad Street | 515-733-2121

Date: 7-18-24

Property Owner:	<u>Dennis Fink Hamms LLC</u>
Property Address:	<u>424 Elm Ave Story City IA 50248</u>
Phone Number:	<u>515-290-5918</u>
Email:	<u>dhfink17@gmail.com</u>

Is the property used exclusively for residential occupancy?  Yes  No

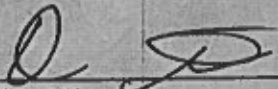
Have you received funding from this program during the last 12 months?  Yes  No

Quantity of sidewalk to be replaced:

Length: 73' 8" Width: 4' 6" Depth: 4"

Estimated cost to replace sidewalk: \$ 2664.00

Please attach a sketch showing the location of the sidewalk as it is located on your property.

  
Applicant Signature

7-18-24  
Date

Reimbursement will only be disbursed after the following conditions are met:

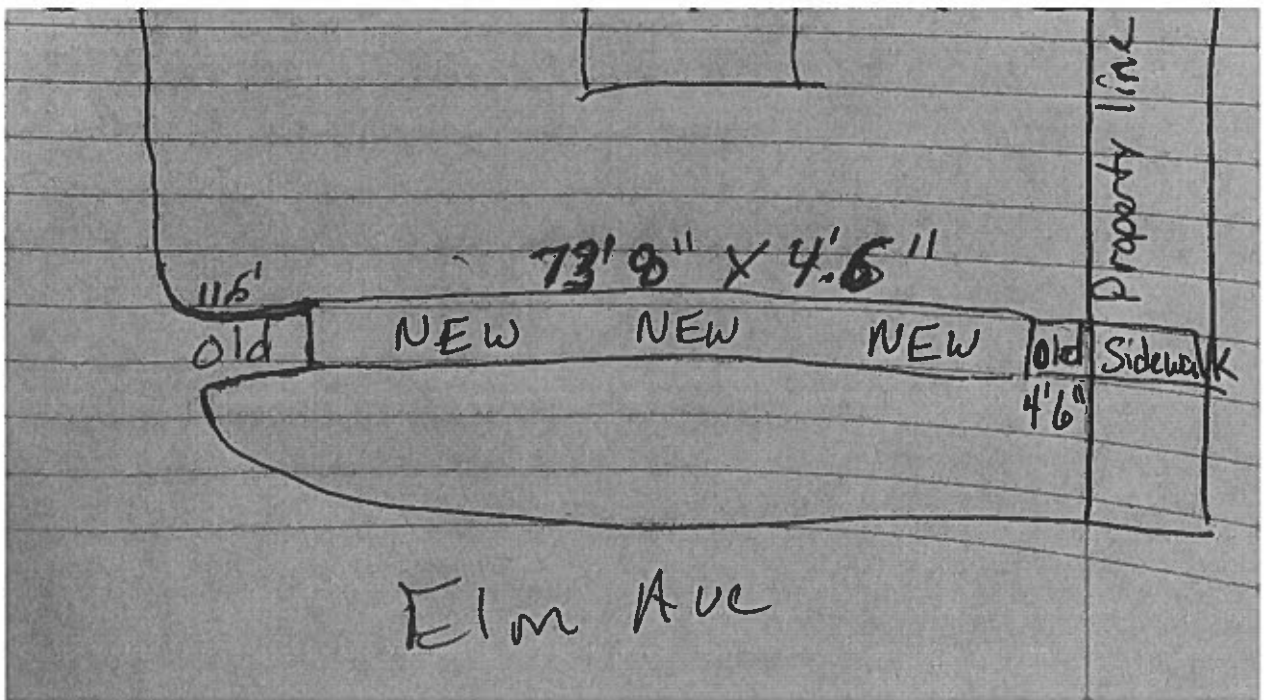
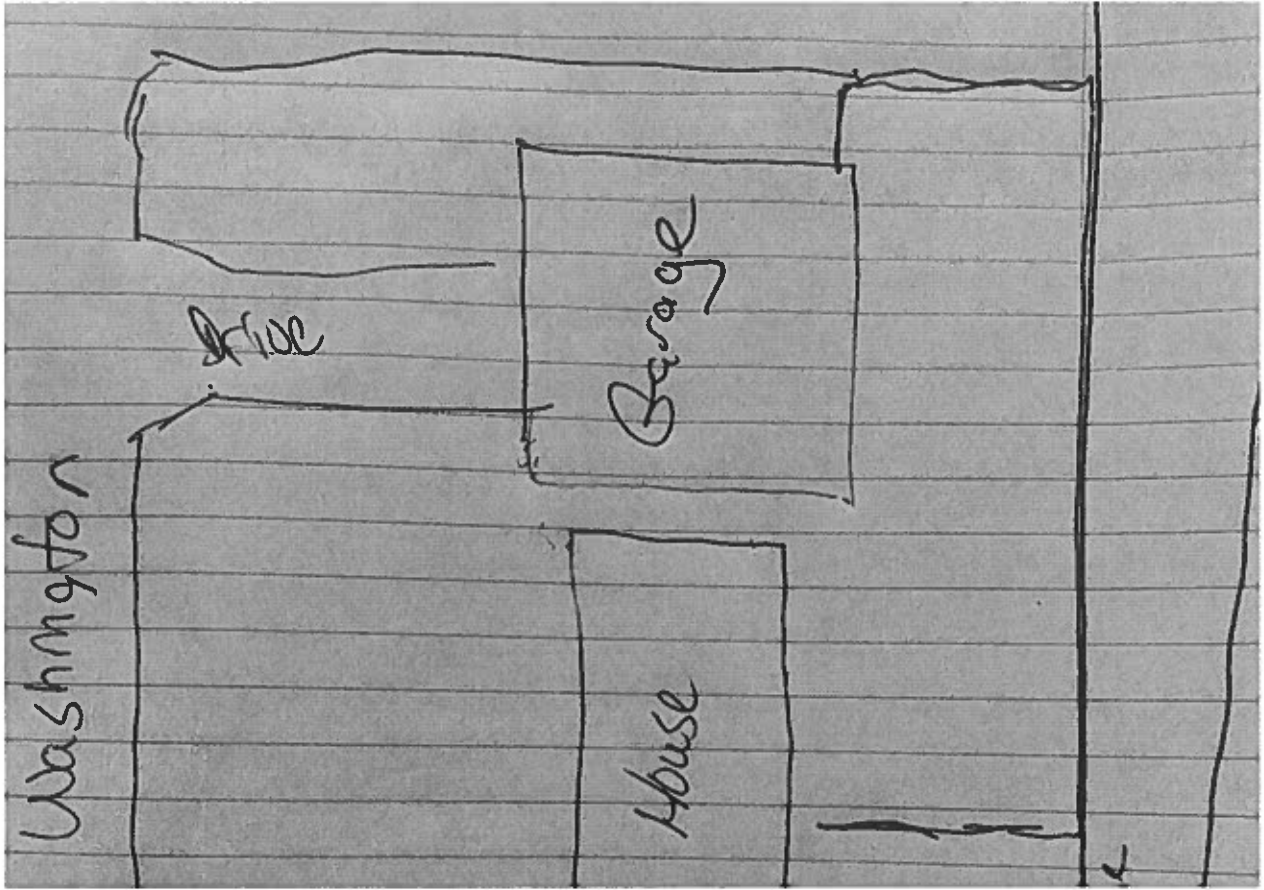
- Final inspection and approval of work
- Bill showing the actual replacement cost
- Proof of payment to the contractor

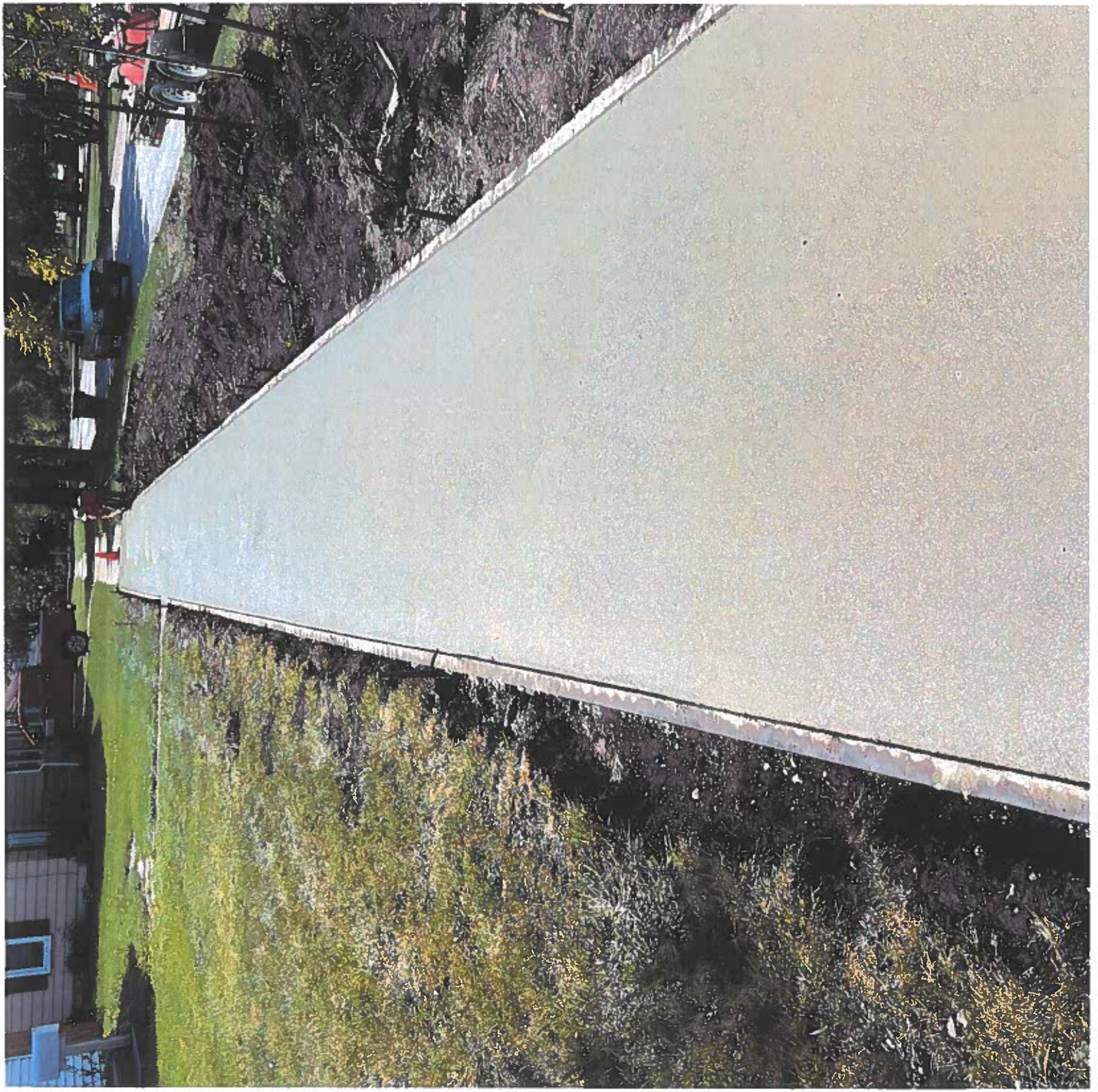
Sketch received:  Yes  No

Bill & proof of contractor payment received:  Yes  No

Date of final inspection and approval: \_\_\_\_\_

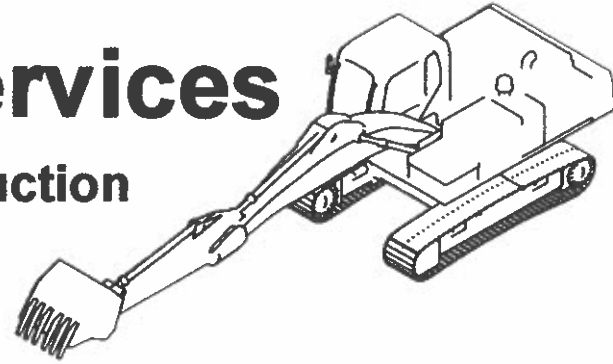
Date of disbursement of funds: \_\_\_\_\_





# Contracted Services

## Concrete & Construction



Date: 7/17/24

Customer:

Jobsite:

Invoice

*rental*

Dennis Fink	
333 Summit	424 Elm
<i>515 290 5918</i>	Story City, IA 50248

### Description:

Description	Matl's	Qty	Total
Sidewalk		70'x4'6"	2,664.00

**Invoice Total \$2,664.00**

*Paid 7/17/24  
C.F.*

Contracted Services  
3561 330th St.  
Radcliffe, IA 50230  
515-291-9185



City of Story City, IA

# CLAIMS REGISTER REPORT

By Segment (Select Below)

Payable Dates 7/16/2024 - 8/2/2024

Vendor Name	Description (Payable)	Amount
<b>Department: 1110 - POLICE DEPARTMENT</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	96.00
DELTA DENTAL OF IOWA	DENTAL/VISION	378.24
WELLMARK	GROUP HEALTH/DENTAL	4,029.13
SIGN IT HERE	Lettering/decal for entry door	190.00
FREEDOM FIRE	Fire extinguisher recharge	67.50
WINDSTREAM	PHONE/POLICE	83.17
		<b>Department 1110 - POLICE DEPARTMENT Total: 4,844.04</b>
<b>Department: 1150 - FIRE DEPARTMENT</b>		
MED COMPASS	Quantitive fit test	55.00
ACT INSURANCE AGENCY	AD & D IINSURANCE	1,232.88
ACT INSURANCE AGENCY	Accidental death renewal poli...	2,503.12
BLACK HILLS ENERGY	GAS SERVICE	469.30
		<b>Department 1150 - FIRE DEPARTMENT Total: 4,260.30</b>
<b>Department: 1160 - FIRST RESPONDERS</b>		
MPEC/NAPA Auto Parts	misc supplies	11.15
		<b>Department 1160 - FIRST RESPONDERS Total: 11.15</b>
<b>Department: 1190 - ANIMAL CONTROL</b>		
HEARTLAND PET HOSPITAL	impound fees, spay/neuter	415.30
		<b>Department 1190 - ANIMAL CONTROL Total: 415.30</b>
<b>Department: 2210 - STREET/ROADWAY MAINT</b>		
MPEC/NAPA Auto Parts	misc supplies	23.86
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
IOWA TREASURER OF ST	GREAT TREASURE HUNT OF I...	236.60
DELTA DENTAL OF IOWA	DENTAL/VISION	116.64
WELLMARK	GROUP HEALTH/DENTAL	2,800.86
IOWA ONE CALL	ONE CALL	12.30
PREFERRED PEST MANAGEM...	Pest control	50.00
SIGN IT HERE	Logos for vehicles	845.00
D & K PRODUCTS	Herbicide	1,121.00
BLACK HILLS ENERGY	GAS SERVICE	153.77
VAN WALL	Parts, service to equipment	657.60
VAN WALL	Parts, service to equipment	107.87
VAN WALL	Parts, service to equipment	60.98
		<b>Department 2210 - STREET/ROADWAY MAINT Total: 6,202.48</b>
<b>Department: 4410 - LIBRARY</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
TED DEKKER	Ted Dekker series books	108.98
EARLY BIRD WINDOW WASHI...	6/19, 7/22 cleaning	145.00
DDM ELECTRIC	troubleshooting, repair	123.96
NORTH CAMPUS PARTNERS	Harry Moon book series books	139.00
CENTER POINT PUBLISHING	Books	95.88
SABRINA GOGERTY	July cleaning	375.00
PREFERRED PEST MANAGEM...	pest control	120.00
OVERDRIVE	books	662.69
OVERDRIVE	books	441.79
CONVERSE CONDITIONED AIR	seasonal service	771.50
ADVANTAGE ARCHIVES, LLC	microfilm digitization	262.50
AMAZON CAPITAL SERVICES	programming supplies	137.38
AMAZON CAPITAL SERVICES	programming supplies	53.58
AMAZON CAPITAL SERVICES	programming supplies	59.69
AMAZON CAPITAL SERVICES	programming supplies	101.58
AUREON COMMUNICATIONS	phone	68.23

**CLAIMS REGISTER REPORT**

Payable Dates: 7/16/2024 - 8/2/2024

Vendor Name	Description (Payable)	Amount
BAKER & TAYLOR	books	857.88
BAKER & TAYLOR	books	167.45
PETTY CASH	Library petty cash	100.00
SMITHSONIAN	subscription	24.99
SOUTH HAMILTON RECORD-N...	subscription	32.00
STORY CITY SPACE CENTER	rent	60.00
TARA TURNER	reissue of check reimburseme...	151.94
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	87.37
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	10.15
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	103.28
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	105.93
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	37.94
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	36.92
VISA/BERTHA BARTLETT	office supplies, subscriptions, ...	23.41
DELTA DENTAL OF IOWA	DENTAL/VISION	38.34
DELTA DENTAL OF IOWA	DENTAL/VISION	12.78
WELLMARK	GROUP HEALTH/DENTAL	423.35
WELLMARK	GROUP HEALTH/DENTAL	141.12
BLACK HILLS ENERGY	GAS SERVICE	167.44
<b>Department 4410 - LIBRARY Total:</b>		<b>6,265.05</b>

**Department: 4430 - PARKS**

MPEC/NAPA Auto Parts	misc supplies	84.45
MPEC/NAPA Auto Parts	misc supplies	72.79
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
IOWA TREASURER OF ST	GREAT TREASURE HUNT OF I...	211.49
DELTA DENTAL OF IOWA	DENTAL/VISION	257.34
WELLMARK	GROUP HEALTH/DENTAL	395.13
CENTRAL IOWA DIST	cleaning supplies	285.00
CENTRAL IOWA DIST	cleaning supplies	94.00
CENTRAL IOWA DIST	cleaning supplies	216.00
DDM ELECTRIC	Replace broken lights for sign	841.20
CLOUSER PLUMBING	flush kit restroom- park	129.60
PREFERRED PEST MANAGEM...	Pest control	110.00
PORTABLE PRO	South park	90.00
BLACK HILLS ENERGY	GAS SERVICE	276.40
VAN WALL	Parts, service to equipment	4.44
<b>Department 4430 - PARKS Total:</b>		<b>3,099.84</b>

**Department: 4440 - RECREATION DEPARTMENT**

SAM'S CLUB	Pool concessions, rec supplies	23.26
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
INTENSITEE INC	Blastball tees	335.64
INTENSITEE INC	Tee Ball shirts	388.70
RIDDELL ALL AMERICAN SPOR...	N Story league padded flag FB...	14,204.45
RIDDELL ALL AMERICAN SPOR...	N Story league padded flag FB...	1,649.48
MARY GREELEY MED CENTER	UTILITIES	4,528.70
<b>Department 4440 - RECREATION DEPARTMENT Total:</b>		<b>21,146.23</b>

**Department: 4445 - SWIMMING POOL**

SAM'S CLUB	Pool concessions, rec supplies	2,131.54
SAM'S CLUB	Pool concessions, rec supplies	26.30
IOWA TREASURER OF ST	GREAT TREASURE HUNT OF I...	105.84
ACCO UNLIMITED	pool chemicals/supplies	1,675.70
DDM ELECTRIC	GFI receptacle at pool	102.32
PREFERRED PEST MANAGEM...	Pest control	60.00
SCP DISTRIBUTORS LLC	lifeguard stand parts	211.68
VESSCO	Saf-T-Flo, parts	1,152.00
BLACK HILLS ENERGY	GAS SERVICE	35.26
BLACK HILLS ENERGY	GAS SERVICE	35.26
PLUMB SUPPLY COMPANY	Parts/supplies	32.40
<b>Department 4445 - SWIMMING POOL Total:</b>		<b>5,568.30</b>

**CLAIMS REGISTER REPORT**

Payable Dates: 7/16/2024 - 8/2/2024

Vendor Name	Description (Payable)	Amount
<b>Department: 5520 - ECONOMIC DEVELOPMENT</b>		
MID IOWA PLANNING ALLIAN...	FY2025 Dues	503.00
		<b>Department 5520 - ECONOMIC DEVELOPMENT Total: 503.00</b>
<b>Department: 5540 - PLANNING AND ZONING</b>		
STRAND ASSOCIATES, INC	Karl Project 7044.012	112.00
		<b>Department 5540 - PLANNING AND ZONING Total: 112.00</b>
<b>Department: 6300 - PARTIAL SELF FUNDING</b>		
BENEFITS INC	GROUP HEALTH	18.12
BENEFITS INC	GROUP HEALTH	117.00
		<b>Department 6300 - PARTIAL SELF FUNDING Total: 135.12</b>
<b>Department: 6611 - EXECUTIVE (MAYOR, ADM)</b>		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
DELTA DENTAL OF IOWA	DENTAL/VISION	156.68
WELLMARK	GROUP HEALTH/DENTAL	1,732.33
CIRTPA	FY2025 assessment dues	570.00
		<b>Department 6611 - EXECUTIVE (MAYOR, ADM) Total: 2,475.01</b>
<b>Department: 6620 - FINANCIAL AD (CLERK,TREA)</b>		
GANNETT IOWA LOCALIQ	MINUTES/NOTICES	390.06
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
DELTA DENTAL OF IOWA	DENTAL/VISION	170.44
WELLMARK	GROUP HEALTH/DENTAL	1,732.33
WELLMARK	GROUP HEALTH/DENTAL	1,732.33
COMPASS BUSINESS SOL	letterhead, bus cards	201.70
STAPLES	office supplies	119.64
PETTY CASH	Postage	144.34
RACHEL ISEBRAND	Clothing allowance- reimburs...	92.04
		<b>Department 6620 - FINANCIAL AD (CLERK,TREA) Total: 4,614.88</b>
<b>Department: 6650 - CITY HALL/SENIOR CENTER</b>		
ABT HOME SOLUTIONS LLC	construction work	11,921.10
IOWA TREASURER OF ST	GREAT TREASURE HUNT OF I...	156.17
DELTA DENTAL OF IOWA	DENTAL/VISION	15.34
WELLMARK	GROUP HEALTH/DENTAL	169.34
PREFERRED PEST MANAGEM...	Pest control	80.00
JOHNSON CONTROLS	Service call to alarm system	2,343.96
AMES LOCK & SECURITY	New keys- Community Center	242.99
BLACK HILLS ENERGY	GAS SERVICE	463.79
		<b>Department 6650 - CITY HALL/SENIOR CENTER Total: 15,392.69</b>
<b>Department: 6670 - DATA PROCESSING</b>		
SALTECH	Computer data services	275.00
		<b>Department 6670 - DATA PROCESSING Total: 275.00</b>
<b>Department: 8760 - I-35 DEVELOPMENT</b>		
BROADSTONE WS IOWA, LLC	Story City attorney fees	6,237.00
		<b>Department 8760 - I-35 DEVELOPMENT Total: 6,237.00</b>
<b>Department: 8779 - WASTEWATER TREATMENT</b>		
GRIDOR CONSTRUCTION, INC.	Pay app 1- WWTP	370,500.00
		<b>Department 8779 - WASTEWATER TREATMENT Total: 370,500.00</b>
<b>Department: 9810 - WATER UTILITY</b>		
STORY CITY POSTMASTER	WATER UTILITY BILLS/AUG- 24	263.17
STORY CITY POSTMASTER	WATER UTILITY BILLS/AUG- 24	-263.17
MPEC/NAPA Auto Parts	misc supplies	31.58
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
IOWA TREASURER OF ST	GREAT TREASURE HUNT OF I...	19.75
STORY CITY POSTMASTER	WATER UTILITY BILLS	263.17
DELTA DENTAL OF IOWA	DENTAL/VISION	110.51
WELLMARK	GROUP HEALTH/DENTAL	2,014.56
HACH COMPANY	chemicals	574.72

**CLAIMS REGISTER REPORT**

**Payable Dates: 7/16/2024 - 8/2/2024**

<b>Vendor Name</b>	<b>Description (Payable)</b>	<b>Amount</b>
BIG STATE INDUSTRIAL SUPPLY	supplies	358.80
COMPASS BUSINESS SOL	letterhead, bus cards	39.00
WIGEN COMPANIES	parts, service	1,045.17
WIGEN COMPANIES	parts, service	3,449.21
IOWA ONE CALL	ONE CALL	12.30
CAHOY PUMP SERVICE	pump rental	3,100.00
PREFERRED PEST MANAGEM...	Pest control	50.00
HACH COMPANY	chemicals	327.49
USA BLUE BOOK	parts	457.03
CONTINENTAL RESEARCH	supplies	241.47
OVERHEAD DOOR COMPANY	service to door	243.00
GRAINGER PARTS OPERATION	parts	167.31
BLACK HILLS ENERGY	GAS SERVICE	88.20
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	169.99
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	63.60
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	7.98
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	-9.78
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	141.28
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	42.24
MENARDS COMMERCIAL CAPI...	monthly bill/receipts	27.96
VAN WALL	Parts, service to equipment	24.79
AGSOURCE LABORATORIES	WW, PS Coliform	14.50
<b>Department 9810 - WATER UTILITY Total:</b>		<b>13,107.83</b>
<b>Department: 9815 - SEWER UTILITY</b>		
STORY CITY POSTMASTER	WATER UTILITY BILLS/AUG- 24	263.17
STORY CITY POSTMASTER	WATER UTILITY BILLS/AUG- 24	-263.17
MPEC/NAPA Auto Parts	misc supplies	746.82
ADAM JOHNSON	Reimbursement- parts for WW..	32.22
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
STORY CITY POSTMASTER	WATER UTILITY BILLS	263.16
DELTA DENTAL OF IOWA	DENTAL/VISION	110.51
WELLMARK	GROUP HEALTH/DENTAL	2,014.56
IOWA ONE CALL	ONE CALL	12.30
TG TECHNICAL SERVICES	gas monitor calibration	157.94
MSA PROFESSIONAL SERVICES	Sump Pump Inspections Yr 4	2,849.79
BLACK HILLS ENERGY	GAS SERVICE	181.86
<b>Department 9815 - SEWER UTILITY Total:</b>		<b>6,401.16</b>
<b>Grand Total:</b>		<b>471,566.38</b>



# Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	68,094.66
031 - LIBRARY GIFT TRUST FUND	101.58
033 - GILBERT PUBLIC LIBRARY	786.55
110 - ROAD USE TAX	6,202.48
115 - PARTIAL SELF FUNDING	135.12
135 - I-35 DEVELOPMENT	6,237.00
600 - WATER UTILITY	13,107.83
610 - SEWER UTILITY	6,401.16
615 - WW TREATMENT PLANT	370,500.00
<b>Grand Total:</b>	<b>471,566.38</b>

## Account Summary

Account Number	Account Name	Payment Amount
001-1110-6150	INSURANCE, GROUP HE...	4,503.37
001-1110-6320	BUILDING & GROUNDS	190.00
001-1110-6350	EQUIPMENT REPAIR & ...	67.50
001-1110-6373	TELEPHONE	83.17
001-1150-6150	INSURANCE, GROUP HE...	3,736.00
001-1150-6371	UTILITIES	469.30
001-1150-6499	MISCELLANEOUS	55.00
001-1160-6331	MOTOR VEHICLE OPER. ...	11.15
001-1190-6413	PAYMENTS TO OTHER A...	415.30
001-4410-6150	INSURANCE, GROUP HE...	477.69
001-4410-6320	BUILDING & GROUNDS	1,595.46
001-4410-6371	UTILITIES	167.44
001-4410-6373	TELEPHONE	68.23
001-4410-6505	CATALOGING SUPPLIES	87.37
001-4410-6506	OFFICE SUPPLIES	402.75
001-4410-6508	PETTY CASH/POSTAGE	100.00
001-4410-6770	MAGAZINES	162.92
001-4410-6772	BOOKS	1,955.95
001-4410-6773	VIDEO	96.61
001-4410-6774	ONLINE LICENSING/DAT...	262.50
001-4430-6150	INSURANCE, GROUP HE...	684.47
001-4430-6320	BUILDING & GROUNDS	211.49
001-4430-6330	MOTOR VEHICLE MAINT...	161.68
001-4430-6350	EQUIPMENT REPAIR & ...	970.80
001-4430-6371	UTILITIES	276.40
001-4430-6372	SANITATION SERVICES	90.00
001-4430-6498	CONTRACTUAL SERVICES	110.00
001-4430-6507	MISC. OPERATING SUPPL...	595.00
001-4440-6150	INSURANCE, GROUP HE...	16.00
001-4440-6371	UTILITIES	4,528.70
001-4440-6499	MISCELLANEOUS	724.34
001-4440-6507	MISC. OPERATING SUPPL...	23.26
001-4440-6727	CAPITAL EQUIPMENT	15,853.93
001-4445-6320	BUILDING & GROUNDS	138.24
001-4445-6332	VEHICLE REPAIR & MAIN...	1,363.68
001-4445-6350	EQUIPMENT REPAIR & ...	102.32
001-4445-6371	UTILITIES	70.52
001-4445-6490	PROFESSIONAL SERVICES	60.00
001-4445-6503	MERCHANDISE FOR RES...	2,131.54
001-4445-6507	MISC. OPERATING SUPPL...	1,702.00
001-5520-6413	PAYMENTS TO OTHER A...	503.00
001-5540-6490	PROFESSIONAL SERVICES	112.00
001-6611-6150	INSURANCE, GROUP HE...	1,905.01
001-6611-6230	TRAVEL & TRAINING	570.00

**Account Summary**

Account Number	Account Name	Payment Amount
001-6620-6150	INSURANCE, GROUP HE...	3,667.10
001-6620-6181	CLOTHING ALLOWANCE	92.04
001-6620-6402	PUBLICATION ADV/LEGAL	390.06
001-6620-6506	OFFICE SUPPLIES	321.34
001-6620-6508	PETTY CASH/POSTAGE	144.34
001-6650-6150	INSURANCE, GROUP HE...	184.68
001-6650-6320	BUILDING & GROUNDS	2,586.95
001-6650-6371	UTILITIES	463.79
001-6650-6490	PROFESSIONAL SERVICES	80.00
001-6650-6499	MISCELLANEOUS	156.17
001-6650-6798	CAPITAL PROJECT	11,921.10
001-6670-6490	PROFESSIONAL SERVICES	275.00
031-4410-6507	MISC. OPERATING SUPPL...	101.58
033-4410-6150	INSURANCE, GROUP HE...	153.90
033-4410-6772	BOOKS	632.65
110-2210-6150	INSURANCE, GROUP HE...	2,933.50
110-2210-6320	BUILDING & GROUNDS	1,357.60
110-2210-6330	MOTOR VEHICLE MAINT...	681.46
110-2210-6350	EQUIPMENT REPAIR & ...	107.87
110-2210-6371	UTILITIES	153.77
110-2210-6490	PROFESSIONAL SERVICES	907.30
110-2210-6504	MINOR EQUIPMENT	60.98
115-6300-6150	INSURANCE, GROUP HE...	135.12
135-8760-6490	PROFESSIONAL SERVICES	6,237.00
600-9810-6150	INSURANCE, GROUP HE...	2,157.07
600-9810-6320	BUILDING & GROUNDS	412.99
600-9810-6350	EQUIPMENT REPAIR & ...	4,208.77
600-9810-6371	UTILITIES	88.20
600-9810-6419	DATA PROCESSING	263.17
600-9810-6490	PROFESSIONAL SERVICES	3,526.01
600-9810-6499	MISCELLANEOUS	269.20
600-9810-6504	MINOR EQUIPMENT	-9.78
600-9810-6506	OFFICE SUPPLIES	39.00
600-9810-6507	MISC. OPERATING SUPPL...	1,696.17
600-9810-6524	SCIENTIFIC SUPPLIES	457.03
610-9815-6150	INSURANCE, GROUP HE...	2,157.07
610-9815-6350	EQUIPMENT REPAIR & ...	190.16
610-9815-6371	UTILITIES	181.86
610-9815-6419	DATA PROCESSING	263.16
610-9815-6490	PROFESSIONAL SERVICES	2,862.09
610-9815-6507	MISC. OPERATING SUPPL...	746.82
615-8779-6798	CAPITAL PROJECT	370,500.00
	<b>Grand Total:</b>	<b>471,566.38</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	471,566.38
<b>Grand Total:</b>	<b>471,566.38</b>

**Bertha Bartlett Public Library**  
**Board of Trustees**  
**Minutes**  
**June 24, 2024**

Chris Feil, board President, opened the meeting at 6:33 p.m. Attending were Trustees Chris Feil, Lynn Cummings, Grant Reimers, Duane Fournier, and Theresa Sens; Tara Turner, library director; and Mark Jackson, city administrator.

The agenda was reviewed. A motion was made by Theresa, second by Duane to approve the agenda with two additions to new business. All approved.

Minutes were reviewed from the May meeting. A motion to approve the minutes as written was made by Theresa, second by Lynn. All approved.

Citizens Appearance – None today.

Foundation Report - No report; they will meet again in July.

Treasurer's Report - Financial and Budget reports were reviewed by Duane. Duane reviewed the P&L Expenses to date. We came in under budget at year end by a small margin.

The board reviewed the June 2024 bills. A motion to approve the bills for June 2024 was made by Duane, second by Grant. All approved.

Circulation Report – Tara reviewed the Circulation report for the board and gave a library update.

Board Training - none today.

Correspondence – Chris received a Facebook message regarding concerns with the public health initiative of including condom dispensers in the library bathrooms. Chris will respond regarding the fact that this was done as part of a Story County public health initiative.

Gilbert Update - Tara gave the Gilbert update.

Building Project Updates

- Soil remediation work is done and masonry work is set to start, estimated to take about 20 days.
- The board discussed the design of the bathrooms. The builder will give us an estimate on pricing for the redesign of the bathrooms. We will need to have at least 5 bathrooms in the building to keep up to code
- A payment was approved June 18 by the city to the builder, and it will go through this week.
- Footings have been laid for the new west entrance. Hardware is on order and the interior has been rearranged in preparation of that work.
- The board viewed and discussed carpet suggestions from the architect.

#### Grant Update:

- A grant to Union Pacific Railroad has been submitted requesting \$30,000 for the piano room. A decision will be made in September.
- At the recent community meeting required by the ALA grant, there were requests for the library to offer tech classes. Tara has been looking for someone to teach these classes.

#### Old Business:

- The microfilm machine will be sold or disposed of.
- Sunday Hours
  - The board discussed opening for limited hours on Sundays. It was decided to table further discussion on this matter until relevant data can be gathered during the upcoming strategic planning process.
- Drive up Book Drop
  - Tara has found a stand alone drop at a purchase price of \$5,000. It was suggested that someone local could be commissioned to make one for a lesser price.
- Eagle Project. 28 mobile book carts have been created.

#### New Business

- 2024-2025 Budget allocation proposal
  - The Board discussed Tara's budget proposal based on the \$220,000 from the city. The original budget proposal she presented did not have the correct amount from the city. After confirming the budget amount, she reallocated the funds to boost the book budget, salaries, FICA and Ipers. Theresa moved to approve the proposed budget with these changes. Duane second, all approved.
- Bethany Manor Foundation LP books
  - Bethany Manor would like to restart the book rotation there. Tara is discussing with them most cost effective and efficient ways to implement this.
- KHOI Radio spot – Tara promoted the library on the radio
- Summer reading celebration - Carousel
  - Carousel rides are intended to be part of the celebration in the park at the end of the summer reading program. The GCC said we may not rent it out due to it being during regular business hours. Ideas were discussed on how to handle this.
- Storage needs
  - Additional storage space will be needed come fall for the book carts and furniture during construction. Ideas for available spaces were discussed.
- Increase credit limit
  - The library's credit card currently has a credit limit of \$750-\$1,000. In the late spring, this is not enough and Tara had to use her personal credit card for needed items. Grant moved to request that the bank issue a permanent credit increase to \$2,000, with a temporary increase for April-June being \$5,000. Theresa second. All approved.

Our next meeting will be **July 22, 2024 at 6:30pm.**

Theresa made a motion to adjourn the meeting at 7:44. Duane second. All approved.

Respectfully

Theresa Sens, Secretary/Trustee

## Library Update

The library has officially ended the biggest summer reading program yet. We had over 800 participants in both Gilbert and Story City with 498 being from Story City - over a 30% increase from last year!! Saturday's Party in the Park held at North Park was well attended and the BBPL Foundation was happy to sponsor the Carousel for the evening with free rides for all. Activities included a bounce house, spin art, lawn games and reusable (no mess)water balloons.

The construction project experienced a delay due to changing the initially proposed traditional men's and women's restrooms to 4 family bathrooms in the new addition. This change will protect the library and city from potential gender related issues, and in addition this set up is safer and more family friendly. The slab is expected to poured this week, and we will see walls going up shortly thereafter.

While August is relatively quiet month in terms of programming, adult programs will include paint your own pottery, yoga, and Book Club. We will also be running a booth at Gilbert Days Saturday, August 17, 3-5pm to celebrate the end of the Summer Reading Program in Gilbert. Finally, don't forget to stop by the Library for some chocolate covered dessert as we celebrate Willy Wonka and the Chocolate Factory with a chocolate fountain for the city Progressive Dinner event August 21.

Tara Turner

Bertha Bartlett Public Library

515-468-0491