

CITY OF PELLA, IOWA
TENTATIVE CITY COUNCIL MEETING AGENDA
August 18, 2015—7:00 p.m. – Public Safety Complex
Liberty Street Entrance

A. CALL TO ORDER BY MAYOR AND ROLL CALL

B. MAYOR'S COMMENTS

1. Announce Policy and Planning Meeting following the regular Council meeting to discuss:
 - a. Department Update—City Hall.
2. Approval of tentative agenda.
3. Appointment of Phil Groenendyk to the Community Development Committee.

***PUBLIC FORUM (for anyone wishing to address Council regarding agenda items.)**

(Public comments are limited to 3 minutes.)

C. APPROVAL OF CONSENT AGENDA

"Consent Agenda" means that all items listed below will be automatically approved with one Roll Call vote approving the "Consent Agenda". Any City Council member may ask to pull an item from the "Consent Agenda" for discussion and a separate vote. The purpose of a "Consent Agenda" is to expedite routine items and allow Council time to discuss more important matters."

1. Approval of Minutes
 - a. Official Council Minutes for August 4, 2015.
2. Report of Committees
 - a. Policy and Planning Minutes for August 4, 2015.
 - b. Planning and Zoning Minutes for June 22, 2015.
 - c. Library Minutes for July 14, 2015.
3. Petitions and Communications
 - a. Renewal of Class C Liquor License with Outdoor Service and Sunday Sales for Jo's Octagon.
4. Administration Reports
None

D. *PUBLIC HEARINGS

(Statutory rule may be waived and ordinance passed without further readings.)

1. a. Public Hearing on Rezoning Application by Russ Van Wyk to Rezone Property from M2 Heavy Industrial District to M1 Limited/Light Industrial District with Planned Unit Development Agreement.
1. b. Ordinance No. 901 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND ESTABLISHING A PUD PLANNED UNIT DEVELOPMENT AGREEMENT AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP. (1st Reading)
2. a. Public Hearing on Rezoning Application by Alan & Karla Morrison to Rezone Property from R1C Neo-traditional Single Family Residential District to R3 Multi-Family Residential District.
2. b. Ordinance No. 902 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE R3 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP". (1st Reading)

E. PETITIONS & COMMUNICATIONS

- 1.a. Special Event—Central College Move-In & Move-Out
- 1.b. Resolution No. 5592 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "CENTRAL COLLEGE MOVE-IN & MOVE-OUT".
- 2.a. Special Event—Central College Homecoming.
- 2.b. Resolution No. 5593 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "CENTRAL COLLEGE HOMECOMING".

3.a. Special Event—JUMP Heroes 5K Run/Walk.

3.b. Resolution No. 5594 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "JUMP HEROES 5K RUN/WALK".

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

NONE

H. RESOLUTIONS

1. Resolution 5595 entitled, "RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT WITH GARDEN & ASSOCIATES FOR THE PELLA SPORTS PARK/VERMEER MULTI-PURPOSE TRAIL EXTENSION".

2. Resolution 5596 entitled, "RESOLUTION ORDERING THE PREPARATION OF PLANS AND SPECIFICATIONS, FORM OF CONTRACT, NOTICE OF HEARING AND LETTING, SETTING DATE FOR PUBLIC HEARING, AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING BID OPENING FOR THE TRUMAN ROAD/CLARK STREET SEWER LINING PROJECT 2015".

I. ORDINANCES

(Statutory rule may be waived and ordinance passed without further readings.)

1. Ordinance No. 900 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP". (3rd Reading)

J. CLAIMS

1. Abstract of bills No. 1941.

K. OTHER BUSINESS/*PUBLIC FORUM (any additional comments from the Public)

(Public comments are limited to 3 minutes.)

L. CLOSED SESSION

NONE

M. ADJOURNMENT

NOTICE: Items to be presented to the City Council must be in the hands of the City Clerk no later than 4:00 p.m. on the Monday before the week of the Council meeting. A packet containing the agenda and documentation for each item listed on the agenda is then prepared on Friday and delivered to each Councilmember. The next regular Council meeting is scheduled for September 1, 2015. The deadline for items is August 24, 2015. *The CITY OF PELLA encourages all citizens of Pella to attend Council meetings. Our Council Chambers are handicapped accessible and City Staff are available to give assistance if needed. If you are hearing impaired or vision impaired or a person with Limited English Proficiency and require an interpreter or reader, please contact City Hall by NOON on the Monday prior to Council meetings to arrange for assistance. (641-628-4173). TTY telephone service available for the hearing impaired through Relay Iowa 1-800-735-2942.*



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-3

SUBJECT: Appointment of Phil Groenendyk to the Community Development Committee

DATE: August 18, 2015

BACKGROUND:

Phil Groenendyk is interested in serving on the Community Development Committee to fill a vacant position that was formerly Ginny Moore's who moved inside the City limits. This is one of two Marion County 28E positions. Phil is retired from the Marion County Road Department and has experience serving on committees in both the Pella and Knoxville area and also business owner experience in both communities. He resides at 996 198th Place.

The Marion County Board of Supervisors approved Phil's appointment at their August 11, 2015 meeting. His term would expire on August 1, 2018.

ATTACHMENTS: None

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the Appointment.

**CITY OF PELLA, IOWA
CITY COUNCIL
OFFICIAL MINUTES
CITY OF PELLA, IOWA
August 4, 2015**

A. CALL TO ORDER BY MAYOR AND ROLL CALL

The City Council of the City of Pella, Iowa, met in regular session at the Public Safety Complex meeting room at 7:00 p.m., Mayor James Mueller presiding. Members present were: Mark De Jong, Dan L. Vander Beek, Bruce Schiebout, and Larry Peterson. Absent: Dave Vander Horst and Harold Van Stryland. City Administrator Mike Nardini, City Attorney Bob Stuyvesant, and Acting City Clerk Mary Pommer were present. Eight staff members and nine members of the general public signed the register.

B. MAYOR'S COMMENTS

1. Announce Policy and Planning Meeting following the regular Council meeting to discuss:
 - a. Department Update—Community Services.
2. Approval of tentative agenda. Councilmember Vander Beek moved to approve the tentative agenda, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Schiebout, Peterson.
3. Appointment of Marc Vande Noord to the Building Code Board of Appeals. Councilmember Vander Beek moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong. NAYS: None. Motion carried.

DATE: August 4, 2015

BACKGROUND:

Marc Vande Noord is interested in serving on the Building Code Board of Appeals. Marc would fill Chris Davidson's vacant position which expired August 1, 2015. As this position is one of two extraterritorial members required under Code, Chris is no longer eligible because he moved into the City limits.

Marc is a building contractor with 27 years of experience and specializes in custom home building. Marc resides at 501 E. Park Lane. His term would expire August 1, 2020.

ATTACHMENTS: None

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve the Appointment.

4. Reappointment of Virginia Moore to the Community Development Committee. Councilmember Vander Beek moved to approve, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Schiebout. NAYS: None. Motion carried.

SUBJECT: Reappointment of Virginia Moore to the Community Development Committee

DATE: August 4, 2015

BACKGROUND:

Virginia Moore is interested in serving another term on the Community Development Committee. Virginia was first appointed on March 6, 2007 as one of the Marion County extraterritorial members. Recently, she moved into the City limits and is no longer eligible to serve for the County but is interested in filling a vacant City position created by Committee member Mike De Wild's resignation.

Virginia currently resides at 400 E. 13th Street and has lived in the Pella area for over twelve years. She is currently employed by Boat's Home Furnishings where she has worked over 7 years. Virginia has attended 17 out of the last 22 meetings.

Since this reappointment would fill Mike De Wild's former term, Virginia's term will expire on August 1, 2017.

ATTACHMENTS: None

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve the Reappointment.

5. Reappointment of Jody Lautenbach to the Community Development Committee. Councilmember Vander Beek moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong. NAYS: None. Motion carried.

SUBJECT: Reappointment of Jody Lautenbach to the Community Development Committee

DATE: August 4, 2015

BACKGROUND:

Jody Lautenbach is interested in serving another term on the Community Development Committee. She has served on the CDC since August 21, 2012, serving in one of two Marion County 28E positions. Jody has lived in Pella all her life, attended Pella Community Schools and then graduated from Central College with a degree in Sociology. She has worked at Enduro Corporation, PPI and was Broker of Century 21 Premier Associates. Currently, Jody sells real estate for Prudential First of Pella Realty and does property management. She and her husband reside at 1021 218th Avenue. The Marion County Board of Supervisors approved Jody's reappointment at their July 28, 2015 meeting. She has attended 17 out of the last 22 meetings. Her new term would expire on August 1, 2018.

ATTACHMENTS: None
REPORT PREPARED BY: Planning and Zoning Director
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve the Reappointment.

6. Reappointment of Dennis Vander Beek to the Community Development Committee. Councilmember Schiebout moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Schiebout, De Jong, Peterson. NAYS: None. ABSTAINED: Vander Beek. Motion carried.

SUBJECT: Reappointment of Dennis Vander Beek to the Community Development Committee

DATE: August 4, 2015

BACKGROUND:

Dennis Vander Beek is interested in serving another term on the Community Development Committee. His term expired August 1, 2015. He has served on the Committee since August 15, 2006. Dennis has lived in Pella his entire life, having worked for Pella Corporation for 37 years. Dennis and his wife live at 914 Hazel Street.

Dennis has attended 18 of the last 22 meetings. His new term would expire on August 1, 2018.

ATTACHMENTS: None
REPORT PREPARED BY: Planning and Zoning Director
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve the Reappointment.

7. Reappointment of Wayne Stienstra to the Community Development Committee. Councilmember Peterson moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Peterson, De Jong, Vander Beek, Schiebout. NAYS: None. Motion carried.

SUBJECT: Reappointment of Wayne Stienstra to the Community Development Committee

DATE: August 4, 2015

BACKGROUND:

Wayne Stienstra is interested in serving another term on the Community Development Committee. His term expired August 1, 2015. Wayne has served on the Committee since January 7, 2003. He is an active historic preservationist and a member of the Historic Pella Trust. He resides at 1019 Park Lane.

Wayne has attended 16 of the last 22 meetings. His new term would expire on August 1, 2018.

ATTACHMENTS: None
REPORT PREPARED BY: Planning and Zoning Director
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDACTION: Approve the Reappointment.

8. Reappointment of Lori Parisee to the Community Development Committee. Councilmember Vander Beek moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong. NAYS: None. Motion carried.

SUBJECT: Reappointment of Lori Parisee to the Community Development Committee

DATE: August 4, 2015

BACKGROUND:

Lori Parisee is interested in serving another term on the Community Development Committee. Lori has served on the CDC since September 3, 2013. She is the store owner of Embellish and has lived in Pella for 10 years. Her family resides at 306 Utrecht Laan.

Lori has attended 9 out of the last 16 meetings. Her new term will expire August 1, 2018.

ATTACHMENTS: None
REPORT PREPARED BY: Planning and Zoning Director
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDACTION: Approve the Reappointment.

***PUBLIC FORUM (for anyone wishing to address Council regarding agenda items.)**

NONE

C. APPROVAL OF CONSENT AGENDA

Councilmember Vander Beek moved to approve the consent agenda, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Schiebout, Peterson. NAYS: None. Motion carried. The following items were approved:

1. Approval of Minutes
 - a. Official Council Minutes for July 21, 2015.
2. Report of Committees
 - a. Policy and Planning Minutes for July 21, 2015.

Policy and Planning Minutes July 21, 2015

PRESENT: Mayor Jim Mueller, Mark De Jong, Dave Vander Horst, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, Larry Peterson
ABSENT: None
OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 9:08 p.m. Mike Nardini gave a brief update on street lights in Pella's non-electrical service territory. The City's electric department is planning to install 13 street lights on the Washington Street corridor from Wal-Mart heading west. If street lights were to be added to the Fifield area, the estimated cost for 80 additional lights would be \$130,000 if City crews installed them. Since City crews would have to work the installation around other pending projects, it would take an estimated 3 years to complete. If a contractor was hired for a quicker completion, the estimated cost could be around \$260,000. Lyle Vander Meiden was in attendance with a request that the City consider installing street lights in the Fifield Business Park area. Lyle and Kathy Vander Meiden recently bought the property at 815 W 10th. He felt the comprehensive plan was not being followed in protecting the safety and improving traffic circulation by his new property.

There was discussion about how to pay for the new street lights and whether a franchise agreement with the Pella Cooperative Electric should be addressed. Staff was directed to prioritize and work on an action plan.

The meeting adjourned at 9:20 p.m.

Respectfully Submitted,
Ronda Brown, City Clerk

b. Building Code Board of Appeals for December 4, 2014.

Building Code Board of Appeals Meeting Minutes December 4, 2014

1.) Call to order

The meeting of the Building Code Appeals Board was called to order at 12:00 p.m. on December 4, 2014 in the Public Works Conference Room at 100 Truman Road, Pella, Iowa 50219.

2.) Roll Call

Members Present: Jim Corbett, Brent Lanser, Dave Gritters, Chris Davidson, Julio Chiarella
Members Absent: No members were absent.
Others Present: Jerry Byers, George Wesselhoft

3.) Election of Officers

Chris Davidson nominated Brent Lanser as chairperson. Jim Corbett seconded the motion. Upon vote, motion passed.

4.) Approval of the Minutes – November 14, 2013

The November 14, 2013 Building Code Board of Appeals minutes were approved as submitted.

5.) New Business

Energy Codes

Jerry Byers, Building Official spoke to the Building Board about his concerns of the State of Iowa Energy Codes.

He continued by giving the board handouts about how the process of the Energy Code got to where it is within the State of Iowa.

Mr. Byers went on to tell the board about how he would like to continue throughout 2015 with an education program about the Energy Code, which is state mandated, and try to help contractors with the necessary documents and help them understand the principles involved during 2015. Then after a year of education, implement the code for 2016.

Chris Davidson asked when the Energy Code took effect in Iowa. Mr. Byers stated that the State of Iowa implemented the code on January 1, 2010.

Mr. Byers continued by talking to the Board about the possibility of updating all Building Codes to the 2015 version on January 1 of 2016. He indicated that the State of Iowa was going to implement the 2015 Building Codes during the first part of the year and by waiting the six months after the state, for implementation, any problems or issues with the new code could be averted.

He continued by asking the board that by doing this then the Building Code and Energy Code could all be updated at the same time with implementation on January 1, 2016.

There was discussion about the Energy Code.

Mr. Davidson spoke about the options available to meet the Energy Code Requirements and concerns with the time required to get permits in other jurisdictions.

He continued by explaining where the liability goes depending on which path a builder chooses.

Discussion ensued concerning construction practices to meet the Code.

Jim Corbett asked about the ability to certify builders.

Discussion ensued.

Mr. Davidson commented that anything the board could do to keep things simple. He continued by telling of the first time he went through the REScheck process.

Julio Chiarella expressed concern about the possible need for more inspectors or help implementing all the upcoming requirements.

Brent Lanser asked about outside firms that could help with inspections on a part time basis.

George Wesselhoft explained that Safe Building of Slater, Iowa currently does backup services for the City.

Mr. Chiarella asked about contractor licensing.

Mr. Byers explained the process of going from a Residential Contractor, to a Building Contractor, to a General Contractor concerning their licensing in other States. He continued by saying that the State of Iowa currently does not follow those standards.

Mr. Gritters commented about making a motion by the Board, that they are accepting the proposed process for implementation of the State mandated Energy Code presented by Mr. Byers.

Mr. Corbett made a motion to accept the implementation process for State Energy Code adoption.

Mr. Chiarella seconded the motion.

Upon vote, motion passed 5 to 0.

6.) Adjournment

The Building Board Code of Appeals meeting was adjourned at 12:50 p.m.

Respectfully Submitted,

Jerry Byers, Building Official

c. Community Development Committee Minutes for April 8, 2015.

Community Development Committee
Regular Meeting Minutes
April 8, 2015

1) Call the Meeting to Order

The meeting of the Community Development Committee was called to order by Chairperson Patsy Cody at 5:30 p.m.

2) Roll Call

Members Present: Patsy Cody, Linda Groenendyk, Mike Kiser, Jody Lautenbach, Lori Parisee, Wayne Stienstra, Robyn Van Berkum, Dennis Vander Beek.

Members Absent: Jerry Brummel, Mike De Wild, Ginny Moore.

Others Present: Jim Speer, Brenda Speer, Troy Vander Molen, George Wesselhoft.

3) Design Permit Applications

a) Dairy Queen (Gateway Commercial Park, Lot 3) – *Re-approval of Expired Permit.* Dairy Queen is requesting re-approval of their Design Permit that was approved on February 12, 2014 and has expired as there is a six month expiration time. No changes to the Design Permit are proposed. Dennis Vander Beek made a motion to approve the Design Permit. Robyn Van Berkum seconded the motion. Upon vote, all voted yes. Motion carried 8 to 0.

4) Drive Through Restaurant Menu Sign Ordinances

a) Menu Sign and Preview Menu Sign Ordinances. Dairy Queen plans to build a new restaurant on Lot 3 of Gateway Commercial Park, west of Country Inn & Suites Hotel and south of Casey's on Roosevelt Road. They would like to move their existing business location menu board sign, which is nonconforming in so far as size, to their new location. The maximum size limit is 24 square feet for drive through restaurant menu board sign. Dairy Queen is requesting allowance to accommodate their existing sign which they indicate to be 106" by 54" (39.75 square feet). Under Sign Code the existing sign cannot be approved through a sign permit for the new location. City Council at the February 17, 2015 Policy and Planning directed Staff and the Committee to look into this sign type area to see if the Code should be changed with respect to sign area. The Committee discussed the request at the March 11, 2015 meeting. The unanimous consensus of the Committee was to recommend a change to the Code to accommodate the request with a new menu board maximum size area of 40 square feet. City Council at the March 24, 2015 Policy and Planning meeting gave direction to prepare the menu board sign ordinance amendment but also to consider additional option for menu preview sign. Currently the Sign Code does not permit an additional menu sign beyond the one main sign. Some drive-through restaurants utilize a preview menu board sign in addition to the main menu sign to help with customer ordering. The proposed menu sign ordinance would allow a new square footage maximum of 40 square feet instead of the current 24 square feet. The proposed preview menu sign ordinance would allow an additional menu sign in conjunction with the drive thru lane up to 24 square feet. Total new square footage allowed for all menu signage would therefore be 64 square feet versus the existing 24 square feet.

George Wesselhoft added that Ankeny's Code allows two drive thru signs at 30 square feet maximum each, so the proposed two ordinances would allow 4 square feet more in total than Ankeny's Code by comparison.

Robyn Van Berkum made a motion to recommend approval of the sign ordinance amendments. Lori Parisee seconded the motion. Upon vote, all voted yes. Motion carried 8 to 0.

5) Approval of Minutes

a) Minutes of February 25, 2015 Special Meeting. The minutes were approved as submitted.

b) Minutes of March 11, 2015 Regular Meeting. The minutes were approved as submitted.

6) Design and Sign Permit Summaries

There was no discussion about the 2015 Design Permit and Sign Permit summaries to date.

7) Other Business

Troy Vander Molen stated he is representing Kinetic Edge Physical Therapy which prior was known as Work Systems Rehab Fitness, a year ago they moved a portion of their business, Restoration Place, to the second story of Molengracht in the Grachtenhuis East building. In January of this year, they moved the remainder of their business. They take up about 6,200 square feet on the second floor of Grachtenhuis East of the Molengracht. They recognize the sign position for their business on the second story on the frontage has been an inconvenience for their clients with difficulty in finding them. He mentioned the placement of the temporary sign right above the entrance to the stairwell on the south side facing Liberty Street and also the Restoration Place signage. He asked the Committee for their input and asked for consideration since the south stairwell entry is the access to their business that a change of code be allowed so they can place a sign at that location. Mr. Vander Molen also mentioned the Hanlon Chiropractic sign on the Grachtenhuis West building that is a little higher but still not at an access point to that business.

There was discussion about the signage in the Molengracht and need for Kinetic Edge signage and options for access identification.

Robyn Van Berkum asked if the staircase mentioned is used by other businesses.

Troy Vander Molen responded it is, that currently they occupy 6,200 square feet of the approximately 10,000 square feet on the second story and the only other business is Apples of Gold. There is really only one additional lease available spot in the second level.

Mr. Vander Molen mentioned the building directory signage which is not easily noticeable as people are driving by or walking by. He said they are trying to make it really clear to their customers where they are and how to get to them.

Jody Lautenbach asked what the address is for the business.

Mr. Vander Molen responded it is 604 Liberty Street, Suite 227.

Lori Parisee asked for clarification on the access point for the business and is it where they and Apples of Gold both access and does the temporary sign help.

Mr. Vander Molen responded in the affirmative to both but a permanent sign would need to be consistent with the Restoration Place sign location.

There was further discussion. It was noted that the permanent wall sign for Kinetic Edge Physical Therapy could not be placed where the temporary sign is located because of the frontage requirement under Sign Code.

Patsy Cody stated this is a tough one and asked whether there is an option to do door signage.
George Wesselhoft mentioned there is the option under Sign Code to do a joint identification wall sign, which could be a larger sign than the current building directory sign and have corporate logos such as the Veel Hoeden sign on Main Street.
Dennis Vander Beek asked if a transom sign would be an option.
Jody Lautenbach said basically Kinetic Edge is the only business on the inside of the canal and mentioned other businesses in the Molengracht such as KNIA.
Patsy Cody asked for clarification that the main problem is visibility from the street for the south door.
Troy Vander Molen responded in the affirmative.
Lori Parisee suggested both visibility and understanding as to business location.
Jody Lautenbach asked about the two kiosks on Main Street and East Second Street and who owns them and provides access.
Patsy Cody responded she thinks the Chamber maintains the kiosks and asked about a shingle sign.
George Wesselhoft mentioned a directory sign as a shingle such as Grachtenhuis East on the canal side but there is already a shingle sign above the stairwell entry door facing Liberty Street.
Robyn Van Berkum stated this is a new problem for the Committee with the issue of second story businesses.
There was further discussion about sign options for businesses on the second story on the Molengracht. Mike Kiser left at 5:50 p.m. Lori Parisee left at 6:12 p.m.
The Committee direction was to have a special on site meeting on April 15 to further review the site and sign options for the business. Staff would follow up with the Committee.

8) Adjourn

Chairperson Cody adjourned the meeting at 6:15 p.m.

Respectfully submitted.

George Wesselhoft
Planning and Zoning Director

d. Community Development Committee Special Minutes for April 15, 2015.

Community Development Committee
Special Meeting Minutes
April 15, 2015

1.) Call the Meeting to Order

The meeting of the Community Development Committee was called to order by Vice Chairperson Ginny Moore at 5:30 p.m.

2.) Roll Call.

Members Present: Ginny Moore, Dennis Vander Beek, Mike DeWild, Wayne Steinstra, Linda Groenendyk, Jodi Lautenbach, Lori Parisee.

Members Absent: Patsy Cody, Mike Kiser, Jerry Brummel, Robyn Van Berkum.

Others Present: George Wesselhoft – Director of Planning and Zoning, Jerry Byers – CDC Secretary, Tim Sadler – sign contractor, Troy Vander Molen – Kinetic Edge Physical Therapy.

3.) Kinetic Edge Physical Therapy

Committee review was requested by Kinetic Edge Physical Therapy for a sign to be located above the entry doors on the south side stairwell of the Grachtenhuis East building of the Molengracht.

Troy Vander Molen, spoke on behalf of Kinetic Edge Physical Therapy, by stating that the building design does not draw attention the stairwell entrances. He continued by stating the stairwell entrances look just like the business entrances on the first floor, making it difficult for his customers to find the doors to the second level.

Mike DeWild asked which space they were located in and mentioned other tenant signage.

Mr. Vander Molen informed the committee that they were located in the west end and along the north side of the building. That their frontage to the south was just the first two spaces on the west end of the building and not above the stairwell on the east end of the building.

Linda Groenendyk stated that the building needs generic signage to draw attention to the stairwell entrances.

Discussion ensued about signage for the second floor stairwells. Ideas included wall signage, shingle signage, and door signage.

George Wesselhoft stated that a wall sign per Code must be placed on a wall which is associated with the leased space. He continued by stating that unless a business leased the stairwell space and uses it specific to their business, then a wall sign for a business would not be allowed on the wall.

Mr. Sadler commented that Kinetic Edge Physical Therapy wanted visible signage on the south side of the building indicating to their customers where they could gain access to the business.

Much discussion ensued about sign locations, sizes, types, and placement. It was noted that the Restoration Place signs would be removed.

Mr. Sadler suggested that the Apples of Gold sign, as an idea, could be moved up on the wall.

The Committee ultimately discussed the option for a joint identification wall sign that could be placed above the second story stairwell entrance door on the south side facing Liberty Street.

4.) Adjourn

Vice-Chairperson Moore adjourned the meeting at 6:12 p.m.

Respectfully submitted.

Jerry Byers
Building Official

3. Petitions and Communications

a. Special Event—Knights of Columbus Soccer Challenge.

SUBJECT: Special Event Permit for Knights of Columbus Soccer Challenge

DATE: August 4, 2015

BACKGROUND: The Knights of Columbus are requesting a special event permit for the Knights of Columbus Soccer Challenge 2015.

Approximately one hundred and eighty youth are expected to compete in the competition that involves the basic skill of kicking the penalty kick.

There are four rounds of competition held at the Pella Soccer Complex—main field. The dates and times are as follows:

Local: September 14-17 from 5-8 p.m. each night (rain date September 21-24 from 5-8 p.m.)

District: October 3 from 10 a.m. to noon

Regional: October 10 from 10 a.m. to noon

State: October 17 from 10 a.m. to noon

The insurance certificate has been received and fees have been paid. All pertinent City Departments have reviewed this application, and approval is recommended.

ATTACHMENTS: Application, Department Head Comments
REPORT PREPARED BY: City Administration
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve permit.

4. Administration Reports None

D. *PUBLIC HEARINGS

(Statutory rule may be waived and ordinance passed without further readings.)

NONE

E. PETITIONS & COMMUNICATIONS

1.a. Special Event—Herfst Feest (Fall Festival). Councilmember Vander Beek moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Special Event Permit Request for Herfst Feest (Fall Festival)

DATE: August 4, 2015

BACKGROUND: The Pella Chamber of Commerce has requested a special event permit for the “Herfst Feest (Fall Festival)” to be held on September 25-26, 2015. Set-up would start at 12:00 p.m. on Friday the 25th and take down would run until 8:00 p.m. on Saturday the 26th. The proposed event features activities and entertainment designed to bring visitors to Pella for the weekend. Activities Friday night include a Bacon Fest and a Wine Walk. Saturday activities include a Pancake Breakfast, Color Blast Run (approved July 21, 2015), Farmers Market in downtown area, Brew Club samples in stores, Art in the Park, Artisans inside the Historical Village, baking contest, and activities for children.

As a part of this event, a resolution has also been requested that closes several streets. They are listed below:

1. 700 Block of Franklin on Sept. 26, 2015 from 7:00 a.m.--8:00 p.m.
2. 800 Block of Main on Sept. 25 from 12:00 p.m. to Sept. 26 to 9:00 p.m.
3. It should be noted that the 700 Block of Main was approved by Council on July 21, 2015 for closure on Sept. 26 from 7:00 a.m.–11:00 a.m. as part of the Many Hands for Haiti Color Run.

In addition, a “No Through Street” sign has been requested for the intersection of E 1st Street and Franklin for traffic heading west on Sept. 26 from 7:00 a.m.--8:00 p.m. Also, there is a request to keep available parking spaces by the Klokkenspel area for retail vendors if needed on Sept. 26 from 9:00 a.m.--6:00 pm.

The fee and insurance certificate have been received and approval is recommended.

ATTACHMENTS: Resolution, Application, Department Comments, Map
REPORT PREPARED BY: City Hall Staff
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve Special Event and Resolution.

1.b. Resolution No. 5589 entitled, “RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS “Herfst Feest (Fall Festival)”. Councilmember Vander Beek moved to approve, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Schiebout. NAYS: None. Motion carried.

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

NONE

H. RESOLUTIONS

1. Resolution 5590 entitled, “RESOLUTION APPROVING THE INSURANCE POLICY BETWEEN LINCOLN FINANCIAL GROUP AND THE CITY OF PELLA”. Councilmember Schiebout moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Peterson, De Jong. NAYS: None. Motion carried.

SUBJECT: Resolution Approving Dental Premiums
DATE: August 4, 2015
BACKGROUND:

Annually, the City Council approves premiums for the City's Dental Care Plan. Currently, the City of Pella has a fully-insured indemnity plan with monthly premiums of \$22.48 for single coverage and \$73.51 for family coverage. As a reminder, in FY 2014, the City Council elected to transition from Delta Dental to Lincoln Financial Group in an effort to mitigate increasing dental rates, which ultimately lowered insurance rates by approximately 19%.

This year, our insurance broker, Cottingham and Butler, researched a variety of options for the City of Pella to consider during the renewal process. As it was last year, the proposed plan from Lincoln Financial resulted in the lowest cost option for dental insurance with single rates of \$25.13 and a family rate of \$82.18, of which 100% of the premium is paid by the employees. Although there is an 11.8% increase in cost, the renewal quote from Lincoln Financial was approximately 16% lower than a similar plan with Delta Dental.

Under the proposed agreement with Lincoln Financial Group, the City of Pella Dental Plan would continue to operate as a fully-insured indemnity plan. Employees would be free to choose their dentist and would not be limited to any particular network of dentists. Fees are charged at a 90th usual and customary rate, which means that the fee charged for services is based on fees charged by 9 out of 10 dentists in a given area.

This resolution authorizes and directs the Finance Director to sign the dental insurance policy between Lincoln Financial and the City of Pella to provide City of Pella employees with a fully-insured dental plan effective September 1, 2015 and also establishes the premiums for single dental coverage at \$25.13 per month and family dental coverage at \$82.18 per month.

ATTACHMENT: Resolution
REPORT PREPARED BY: City Administration
REPORT REVIEWED BY: City Administrator
City Clerk
RECOMMENDATION: Approve Resolution.

2. Resolution 5591 entitled, "RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT WITH GARDEN & ASSOCIATES FOR THE WASHINGTON STREET-E 1ST STREET TO HAZEL STREET RECONSTRUCTION PROJECT". Councilmember Schiebout moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Peterson, De Jong. NAYS: None. Motion carried.

SUBJECT: Resolution Approving Engineering Services Agreement with Garden & Associates for the Washington Street Reconstruction Project--E 1st Street to Hazel Street

DATE: August 4, 2015

BACKGROUND: This resolution approves an engineering contract with Garden & Associates in the amount of \$106,000 for the Washington Street Reconstruction Project.

This project includes reconstruction of Washington Street from E 1st Street to Hazel Street that also involves widening the street from the existing 26 feet to 31 feet, replacement of the existing water mains with new 8" mains, new sanitary sewers, storm sewers, and associated intakes.

Preliminary construction cost estimates are shown below:

<u>Washington Street - E 1st Street to Hazel Street</u>	
Street & Storm Sewer	\$ 586,683
Water Main	127,919
Sanitary Sewer	<u>116,142</u>
Total	<u>\$ 830,744</u>

Actual construction is planned for the 2016 construction season.

Garden & Associates have worked with the City on many projects in the past, such as the North Main, University, Hazel, Broadway, Washington and Jefferson projects. They have been very competitive in price, are professional in all aspects of their product delivery, and continue to give us excellent service. In addition, staff believes their fees are reasonable in relation to the scale of the project.

The estimated breakdown of engineering fees based on hourly rates and not to exceed amounts is as follows:

Preliminary & Final Design	\$ 44,900
<u>Construction Administration, Observation & Staking</u>	<u>61,100</u>
Total Engineering Services	<u>\$106,000</u>

ATTACHMENTS: Resolution, Map, Engineering Agreement
REPORT PREPARED BY: Public Works
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDATION: Approve resolution.

I. ORDINANCES

(Statutory rule may be waived and ordinance passed without further readings.)

1. Ordinance No. 899 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA BY AMENDING CHAPTER 165, ZONING ORDINANCE, 165.33 BY ADDING NEW PROVISIONS PERTAINING TO MENU SIGNS FOR DRIVE-THROUGH RESTAURANT USES". Councilmember Vander Beek moved to place Ordinance No. 899 on its third reading, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Schiebout. NAYS: None. Motion carried. Councilmember Vander Beek moved that Ordinance No. 899 be adopted, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong. NAYS: None. Mayor Mueller declared the motion carried and the ordinance duly passed and adopted.

SUBJECT: Ordinances Amending Zoning Regulations Amendments to Zoning Regulations 165.33 Signs Regulations by Amending the Provisions for Drive-Through Menu Signs and Adding New Provisions for Preview Menu Signs

DATE: August 4, 2015 (3rd Reading)

BACKGROUND:

These proposed ordinances would increase the allowable area for menu board signs and allow an additional menu sign for restaurants with drive-through lanes. Currently, the City Code allows one menu board and the square footage is limited to 24 square feet. If Council approves these ordinances, restaurants with drive-through lanes would be allowed two menu signs with a total square footage of 64 square feet.

As background on this request, Dairy Queen plans to build a new restaurant on Lot 3 of Gateway Commercial Park, west of Country Inn & Suites Hotel and south of Casey's on Roosevelt Road. Dairy Queen would also like to move their existing business location menu board sign, which is approximately 40 square feet, to their new location. However, the maximum size limit for menu board signs under the City Code is 24 square feet. As a result, Dairy Queen requested an amendment to the City's sign ordinance to accommodate their existing menu board sign.

At the March 24, 2015 Policy and Planning meeting, Council discussed the latest industry trends for menu board signage and the Dairy Queen request. After discussing these issues, Council directed staff to prepare these two sign ordinances. The Community Development Committee unanimously approved these proposed ordinances at their April 11, 2015 meeting. However, the Planning and Zoning Commission tabled the ordinances at the April 27, 2015 meeting to allow for additional research on menu signs.

Based on staff's research, it appears the existing menu sign ordinance dates back to the 1976 Code. Furthermore, based on a recent survey, it appears City of Pella's allowable menu sign limit of 24 square feet is less than other comparable communities. Enclosed for Council's review is a summary of the survey results. After reviewing the above information, the Planning and Zoning Commission recommended approval of both ordinances (8 to 0) at their June 8, 2015 special meeting.

ATTACHMENTS: Ordinances; Expanded Menu Sign Survey Summary
REPORT PREPARED BY: Planning and Zoning Department
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve the Ordinances.

2. Ordinance No. 897 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA BY AMENDING CHAPTER 165, ZONING ORDINANCE, 165.33 BY ADDING NEW PROVISIONS PERTAINING TO PREVIEW MENU SIGNS FOR DRIVE-THROUGH RESTAURANT USES". Councilmember Schiebout moved to place Ordinance No. 897 on its third reading, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Peterson, De Jong. NAYS: None. Motion carried. Councilmember Schiebout moved that Ordinance No. 897 be adopted, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Peterson, De Jong. NAYS: None. Mayor Mueller declared the motion carried and the ordinance duly passed and adopted.

3. Ordinance No. 900 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP". Councilmember Vander Beek moved to place Ordinance No. 900 on its second reading, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Rezoning Application by Missouri River Energy Services to Rezone Property from A1 Agricultural District to M1 Limited/Light Industrial District
DATE: August 4, 2015 (2nd Reading)

BACKGROUND:

Missouri River Energy Services (MRES) is requesting to rezone a 3.44 acre parcel located at the southwest corner of 198th Place and 216th Place. This property is located in the Marion County Extraterritorial Zoning Jurisdiction. The current zoning is A1 Agricultural. The proposed zoning is M1 Limited/Light Industrial.

The proposed use includes a proposed metal storage building, approximately 60 by 100 feet in size constructed to facilitate the long term storage of various fixtures, jigs and large spare parts to assist with the operation of the Red Rock Hydroelectric Plant. The site in question was chosen due to its proximity to the Red Rock Hydroelectric construction site. In addition, MRES believes the impact to the existing road system will likely be lessened if the storage facility is located in close proximity to the construction site.

The Comprehensive Plan--Future Land Use Map targets the area proposed to be rezoned for Preserve which includes areas that should be preserved as natural green space and are primarily defined by the floodplains. Therefore, the proposal to rezone the property to M1 Limited/Light Industrial is not consistent with the Comprehensive Plan. It should also be noted, the proposed rezoning parcel is located in the Flood Plain Overlay District. Therefore, if the rezoning would be approved, prior to development, the necessary flood plain permitting would be required in addition to a site plan. This would include meeting 165.15 Flood Plain Overlay District requirements along with any other governmental approvals (IDNR, for example) as applicable.

The Planning and Zoning Commission approved a conditional rezoning (7 to 1 with 1 abstention) at their June 22, 2015 meeting. The condition or limitation is that the permitted land use for the property be limited to indoor storage only. It is important to note, this condition is included in the proposed ordinance.

ATTACHMENTS: Ordinance, Zoning Map
REPORT PREPARED BY: Planning and Zoning Director
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve ordinance per Planning and Zoning Commission recommendation.

J. CLAIMS

1. Abstract of bills No. 1940. Councilmember Schiebout moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Peterson, De Jong. NAYS: None. Motion carried.

K. OTHER BUSINESS/*PUBLIC FORUM (any additional comments from the Public)

NONE

L. CLOSED SESSION

NONE

M. ADJOURNMENT

There being no further business claiming their attention, Councilmember Vander Beek moved to adjourn, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong. NAYS: None. Motion carried. Meeting adjourned at 7:35 p.m.

Policy and Planning Minutes
August 4, 2015

PRESENT: Mayor Jim Mueller, Mark De Jong, Dan L. Vander Beek, Bruce Schiebout, Larry Peterson

ABSENT: Dave Vander Horst and Harold Van Stryland

OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 7:36 p.m. The only item on the agenda was a Community Services Department update. Below are highlights:

- The water line in the Molengracht canal had been fixed.
- Habitat for Humanity of Marion County in partnership with the City of Pella, the Pella Lions Club, and the Pella Boy Scouts received a grant for renovating Brook Circle. A new play system has been ordered and volunteers will help build a new retaining wall. The target date for completion is Fall 2015.
- The triathlon was cancelled due to low registration.
- Football and summer art programs have seen an increase in participation over last year. Soccer is slightly down.

The meeting adjourned at 7:45 p.m.

Respectfully Submitted,
Mary Pommer, Acting City Clerk

Planning and Zoning Commission
Regular Meeting
June 22, 2015

- 1) The meeting was called to order at 7:00 p.m.
- 2) Roll Call.
Present: Craig Agan, Nelson Bogaard, Cathy Haustein, Bob Smith, Mike Vander Molen, Gary Van Vark, Ervin Van Wyk, Ann Visser, Teri Vos.

Absent: Jim Danks, David Landon.

Others Present: Vern Cochran (MRES), Greg Ebeling, George Wesselhoft.

- 3) Approval of Minutes. The minutes of the June 8, 2015 special meeting were approved as submitted.
- 4) Public Hearing on Rezoning Application by Missouri River Energy Services to Rezone the Property Generally Located Southwest of the Corner of 198th Place and 216th Place (Legal Description: Lot Four (4) of Lot Three (3) of Lot "D" of the West Half of Section Twenty (20), Township Seventy-six (76) North, Range Eighteen (18) West of the 5th P.M., according to survey recorded in Book 97, page 266, Land Deed Record, Marion County, Iowa) from A1 Agricultural Zoning District to M1 Limited/Light Industrial Zoning District.

No written or oral comments were received.

- 5) Rezoning Application by Missouri River Energy Services. Missouri River Energy Services submitted a rezoning application for the property located southwest of the corner of 198th Place and 216th Place which consists of 3.44 acres. This property is located in the Marion County Extraterritorial Zoning Jurisdiction. The current zoning is A1 Agricultural. The property is also located in the FP Flood Plain Overlay District. The proposed zoning is M1 Limited/Light Industrial. The proposed use includes a proposed metal storage building, approximately 60 by 100 feet in size constructed to facilitate the long term storage of various fixtures, jigs and large spare parts to assist with the operation of the Red Rock Hydroelectric Plant. The site in question was chosen to minimize the need to expose the public to oversize loads being hauled through other areas as only a small portion of 216th Place from 198th to the site of the Red Rock Hydroelectric Plant would be affected. Rezoning petition: Of the 7 property owners within 300 feet of the proposed rezoning, three are governmental entities (U.S. Army Corps of Engineers, Marion County and City of Pella). Of the remaining four property owners two have signed the rezoning petition. The Comprehensive Plan, Future Land Use Map targets the area proposed to be rezoned for Preserve which includes areas that should be preserved as natural green space and are primarily defined by the floodplains. Therefore the proposal to rezone the property to M1 Limited/Light Industrial is not consistent with the

Comprehensive Plan. In addition, there is no nearby industrial zoning (either M1 or M2). The nearest M1 zoning is the Roose Manufacturing area on Idaho Drive. Therefore, spot zoning could be an issue in consideration of this request and whether a precedent would be set for additional M1 rezoning in the area.

Bob Smith asked for clarification as to the location in question.

George Wesselhoft explained the location on 198th Place and mentioned nearby properties including the Corps of Engineers property to the west.

Mr. Smith asked if this is being done so the parts storage can be close by but not in the facility.

Vern Cochran responded that they do not have room in the hydroelectric facility to accommodate the various fixtures and jigs. He explained further that once the facility is installed the jigs and fixtures would be on hand for any future maintenance procedures.

There was further discussion about the proposed rezoning.

Bob Smith asked staff to explain the primary and alternate recommendations.

Mr. Wesselhoft explained that the primary recommendation is to deny based on inconsistency with the Comprehensive Plan while the alternate recommendation is to approve with direction to amend the Plan. Mr. Wesselhoft added that if approval is considered the Commission could make a recommendation to Council that as part of their rezoning ordinance the specific use is limited to the proposed indoor warehouse.

Bob Smith asked when the Comprehensive Plan process was undertaken in relation to the hydroelectric project planning.

Mr. Wesselhoft responded that the Plan was completed in 2014.

Mr. Cochran added that this particular piece of the whole project came around the first part of 2015.

There was further discussion, including options for approving the rezoning.

Ervin Van Wyk made a motion to recommend approval with condition that use be limited to indoor storage only and without amending the Comprehensive Plan. Ann Visser seconded the motion. Upon vote, Van Wyk, Visser, Agan, Bogaard, Smith, Van Vark and Vos voted yes, Vander Molen voted no, Haustein abstained. Motion carried 7 to 1 with 1 abstention.

- 6) Site Plan for Pella Community School District. The Pella Community School District is proposing for the high school a bus lane and parking lot northeast of the intersection of East 8th Street and University Street. As part of this project, existing parking in University Street right of way in the vicinity would be removed. Total new hard surfacing would be 20,745 square feet.

Bob Smith stated he assumes this gives the school much needed parking.

Greg Ebeling responded that the parking is awash as there is on street parking on University Street that would get removed and visitor parking would be as part of the lane. They are anticipating that the lane will be a bus lane with the parent drop off still on the east side of the school. This will be buses only before and after school but will also provide parent drop off during the school day. There is new parking created with the Career Academy, staff will park on that side of the school now; this will be more visitor parking and just to get the off street parking cleaned up.

There was further discussion about the site plan.

Mike Vander Molen made a motion to approve the site plan. Nelson Bogaard seconded the motion. Upon vote, all voted yes. Motion carried 9 to 0.

- 7) Other Business. George Wesselhoft mentioned that the next meeting is the regular meeting scheduled for July 27.
- 8) The meeting was adjourned at 7:26 p.m.

Respectfully submitted,
George Wesselhoft
Planning and Zoning Director

PELLA PUBLIC LIBRARY
Board of Trustees Meeting
July 14, 2015

I. Call To Order: President, Mary Barnes called the meeting to order at 4:05 P.M. Board members present were Jane Koogler, Rebecca Manifold, John Evenhouse, Kenny Nedder, Praveen Mohan, and Library Director, Wendy Street. Alli Bogaard was excused.

II. Recognition of Visitors and Visitor Comments: There were no visitors or guests present.

III. Approval of Agenda: There were no changes to the agenda. The agenda was approved.

IV. Disposition of Minutes: Board members received the June minutes prior to the meeting. Rebecca moved to approve the minutes as presented and John seconded the motion. The minutes were unanimously approved.

V. Approval of Bills: All Board members received the July list of bills prior to the meeting. After some general discussion and questions regarding the monthly bills, Jane moved to approve the bills and Praveen seconded the motion. The bills were unanimously approved.

VI. Unfinished Business: There was no unfinished business.

VII. New Business:

- a. Election of officers: Mary read the proposed slate of officers, President - Rebecca Manifold; Vice President - Praveen Mohan; Secretary - Alli Bogaard. Kenny made a motion to approve the officers as presented. John seconded the motion. The board unanimously approved the slate of officers for the coming year.
- b. Library hours study: This topic is part of the Library's long range plan. The Board discussed several options for changing library hours. The topic was tabled until a patron survey is completed in the spring of 2016.
- c. FY 14/15 annual statistics: The Board discussed this report. We were happy with the numbers shown as compared to prior years. It was noted that Hoopla usage is not included in these numbers since the State Library does not approve the use of Hoopla statistics in circulation reports.
- d. Progress on Plan for Service: Prior to the meeting Board members were able to review the Library's Plan for Service. A number of the goals have been completed ahead of schedule. Wendy noted the Library staff regularly reviews the Plan.

VIII. President's Report and Announcements: The president did not have a report.

IX. Director's Report

- a. Integrated Library system: Central College's Geisler Library did sign a contract with OCLC in June and will be migrating to the OCLC Worldshare Management System this year. They are shooting for a May implementation. Wendy and Chris will continue to research systems available in the marketplace before bringing a proposal to the Board.

- b. Hoopla: Pella Library users continue to want to use Hoopla. During June, patrons were frustrated because they kept running into the “daily lending limit.” We have to maintain the daily lending limit in order to keep to our budget. In an effort to allow more patrons to use Hoopla, Wendy lowered the number of Hoopla transactions per patron from 25 to 10 and then to 5 per month. 82 new users signed up to use Hoopla in June. As of July 14, 2015, we now have 266 total users. This high amount of usage is a good problem to have. This service will continue to be monitored to help determine if dollars for this service need to be adjusted upward for the next budget year.
- c. Changes to WILBOR: WILBOR and NEIBORS will merge in July. The new name will be BRIDGES. Our cost will remain the same. The launch is expected to be July 20 and there should be no gap in service. We will receive new marketing materials to help publicize the change.
- d. Donations and grants:
- \$500 from Pella Lions for Large Print books
 - \$868 from the Pella Moms Club for the quiet room
 - \$9,800 from Marion County Community Foundation for a digital touch table. The table has been ordered. The area where the table is to be placed has been cleared and ready to accept this new coffee table sized touch pad. Only 10 grants of this size were awarded in Marion County.
- e. Summer Reading program: We handed out almost 1,200 reading logs this summer. As of July 7, we have awarded 1,191 prizes. These numbers are very similar to last year’s statistics.
- f. Technical issues: Our conversion to Mediacom internet has not been without problems. Because of network communication issues, wireless printing did not work with the Mediacom connection. The wireless network router failed at the end of June. Rather than replace this router, Chris switched our wireless traffic back to the Lisco connection. Right now, everything is working, but we are not using the Mediacom connection. Once the new firewall is in place, we should be able to move everything back to the faster Mediacom connection. Our wireless counter also did not function in June, so we do not have a count for our statistics.
- g. Building & Grounds
- Wendy ordered a new memorial bench for the butterfly garden in June. The bench will be in memory of Keith Aldrich.
 - The sanitary sewer backed up into the public restrooms in June. Rozendaal cleaned and televised the pipes and discovered a break, which was repaired on June 26. The \$200 bill on this month’s list is for the sewer clean out and televising. I expect another bill of approximately \$500 for repairs to the pipe.
- h. Staff activities:
- *Youth Services*: Summer Reading Program is going well. On June 11, we hosted a magician and had 80 people in attendance. Our new program “Theater Thursdays” is very popular. We had 30-50 people attend each of the three movie showings in June. ☐
 - *Assistant Director*: This month, Chris worked on collecting more information about ILS vendors, and participated in demonstrations of the products. He also continued to monitor customer service at the desk, as the summer rush of patrons has been in full effect. ☐
 - *Director*: Wendy filed the Direct State Aid report, the Open Access report and the Access Plus report. She continued researching library systems, compared magazine renewal rates, and began work on the state’s annual statistical report. ☐
- i. Upcoming events
- July 9, 16, and 23 at 12:00 p.m.: Theater Thursdays
 - July 10 from 10:00 to 11:30 a.m.: Open LEGO Play.

- July 16 at 9:30 & 10:30 a.m.: IPTV's Dan Wardell will present story time at the Joan Kuyper Farver Auditorium in the Community Center Building.
- July 24 and 25: Friends of the Library book sale
- July 24 at 2:30 p.m.: Bubbleologist at the Joan Kuyper Farver Auditorium in the Community Center Building.
- July 30 at noon: The Brown Bag Book Club will discuss *All the Light We Cannot See* by Anthony Doerr in the Library Meeting room.
- Story time is offered every Saturday at 10:30 a.m. Saturday story time is suggested for ages 3 and up with parents. Weekly story time, tot time and lap sit will start the week of July 6.

X. Committee reports:

a. Policy Committee: Revised Circulation Policy. The Board was presented a copy of the proposed revision of the Circulation Policy before the meeting. One change was made on page 2. Rebecca moved to approve the revised policy. Praveen seconded the motion. The Board unanimously approved the revision. The revised policy will be posted on the Library's website and Central College has been notified of the policy change.

XI. Adjournment: President Mary Barnes adjourned the meeting at 5:30 P.M. The next regularly scheduled Board Meeting is scheduled for August 11, 2015.



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: D-1a & 1b

SUBJECT: Rezoning Application by Russ Van Wyk to Rezone Property from M2 Heavy Industrial District to M1 Limited/Light Industrial District with Planned Unit Development Agreement

DATE: August 18, 2015

BACKGROUND:

Russ Van Wyk is requesting to rezone a 6,600 square foot parcel located at 324 South Street from M2 Heavy Industrial to M1 Limited/Light Industrial. The proposed rezoning is to accommodate a 1,925 square foot storage building. It is important to note, the minimum lot size for M1 Limited Light Industrial is 7,000 square. Therefore, a Planned Unit Development (PUD) Agreement is being proposed since this lot is only 6,600 square feet which is below the minimum standards for M1 zoning districts. Listed below is a summary of the key components of the proposed PUD agreement:

- 1) The building size shall be limited to 2,000 square feet or less on one story
- 2) The allowable use for the property shall be limited to indoor storage only
- 3) Type C landscaping per 165.31 shall be provided along South Street and to the property's west side which abuts residential property.

The Comprehensive Plan, Future Land Use Map targets the area proposed to be rezoned for Low Density Single Family Residential. Therefore, proposed rezoning is not consistent with the Comprehensive Plan. However, it is important to consider, the property is currently zoned M2 Heavy Industrial, which is a less restrictive zoning use type than what is currently being proposed through the PUD agreement.

The Planning and Zoning Commission at their July 27, 2015 meeting approved the rezoning (8 to 0) with direction to amend the Comprehensive Plan subject to the PUD development agreement encompassing the three criteria for building size, use and landscaping.

ATTACHMENTS: Ordinance, PUD Agreement, Zoning Map

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve Ordinance.

ORDINANCE NO. 901

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND ESTABLISHING A PUD PLANNED UNIT DEVELOPMENT AGREEMENT AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP.

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Pella, Iowa, is hereby amended by amending the boundaries of the M1 District to include a parcel of land owned by Russ Van Wyk described in Exhibit A that is within the zoning jurisdiction of the City of Pella, Iowa, from an "M2" (Heavy Industrial Zoning District) to a "M1" (Limited/Light Industrial Zoning District) with a PUD Planned Unit Development Agreement.

SECTION 2. USE LIMITATION. Permitted land use for the property to be rezoned shall be limited to indoor storage only.

SECTION 3. OTHER DEVELOPMENT LIMITATIONS.

a) Building size shall be limited to one building no greater than 2000 square feet in area on one story.

b) Landscaping in the form of Type C screening pursuant to 165.31 of the Zoning Regulations shall be provided versus South Street right of way and the adjacent residential use to the west.

SECTION 4. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance on the Official Zoning Map.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this ____ day of _____, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

Exhibit A

Lot 11 in Block 20 in the part of the City of Pella, Iowa platted and known as South East Pella, Iowa

PLANNED UNIT DEVELOPMENT
DEVELOPMENT AGREEMENT

AGREEMENT entered into _____, 2015, between the City of Pella, Iowa, (“the City”) and Russ Van Wyk (“Developer”).

Recitals:

WHEREAS, Chapter 165.14 of the City Code of the City authorizes Planned Unit Development (“PUD”) of areas within the City; and

WHEREAS, Russ Van Wyk desires to establish a PUD on the following described real estate situated in the City of Pella, Iowa, to-wit:

Lot 11 in Block 20 in the part of the City of Pella, Iowa platted and known as South East Pella, Iowa

(hereinafter “The Development”)

WHEREAS, the Developer has prepared a “Planned Unit Development Layout Plan” and has submitted a rezoning application for The Development.

WHEREAS, Chapter 165.14 contemplates that the design and development details of a PUD as negotiated between the Developer and the City be set forth in the form of a “development contract”, which development contract is then to be adopted by ordinance in order to effectuate the adoption of the PUD; and

WHEREAS, the Developer desires to construct a 1,925 square foot storage building use under M1 building setbacks and on the 6,600 square foot lot which is 400 square foot below standard minimum for M1 of 7,000 square feet; and

WHEREAS, the Developer and the City now desire to memorialize their agreements as to the contemplated PUD for The Development in the form of this Planned Unit Development Contract;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. GENERAL PERFORMANCE STANDARDS and PROVISIONS. Development of this PUD shall conform to the standards of the M1 Limited/Light Industrial Zoning District, except as set forth in this Agreement.
2. USE RESTRICTION. Permitted land use shall be limited to indoor storage only.

3. BUILDING SIZE RESTRICTION. Building construction shall be limited to one building no greater than 2000 square feet in area on one story.
4. LANDSCAPING. Landscaping in the form of Type C landscaping pursuant to 165.31 of the Zoning Regulations shall be provided versus South Street right of way and versus adjacent existing residential use to the west.
5. MARKET ANALYSIS. The City agrees to waive the requirement for a market analysis under Chapter 165.14 (2)(F).
6. A notice or communication under this agreement by any party to another shall be sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(a) Russ Van Wyk
1356 Hazel Street
Pella, Iowa 50219

(b) The City of Pella
Attention: City Administrator
825 Broadway Street
Pella, Iowa 50219

Executed at Pella, Iowa, on the date first set forth above.

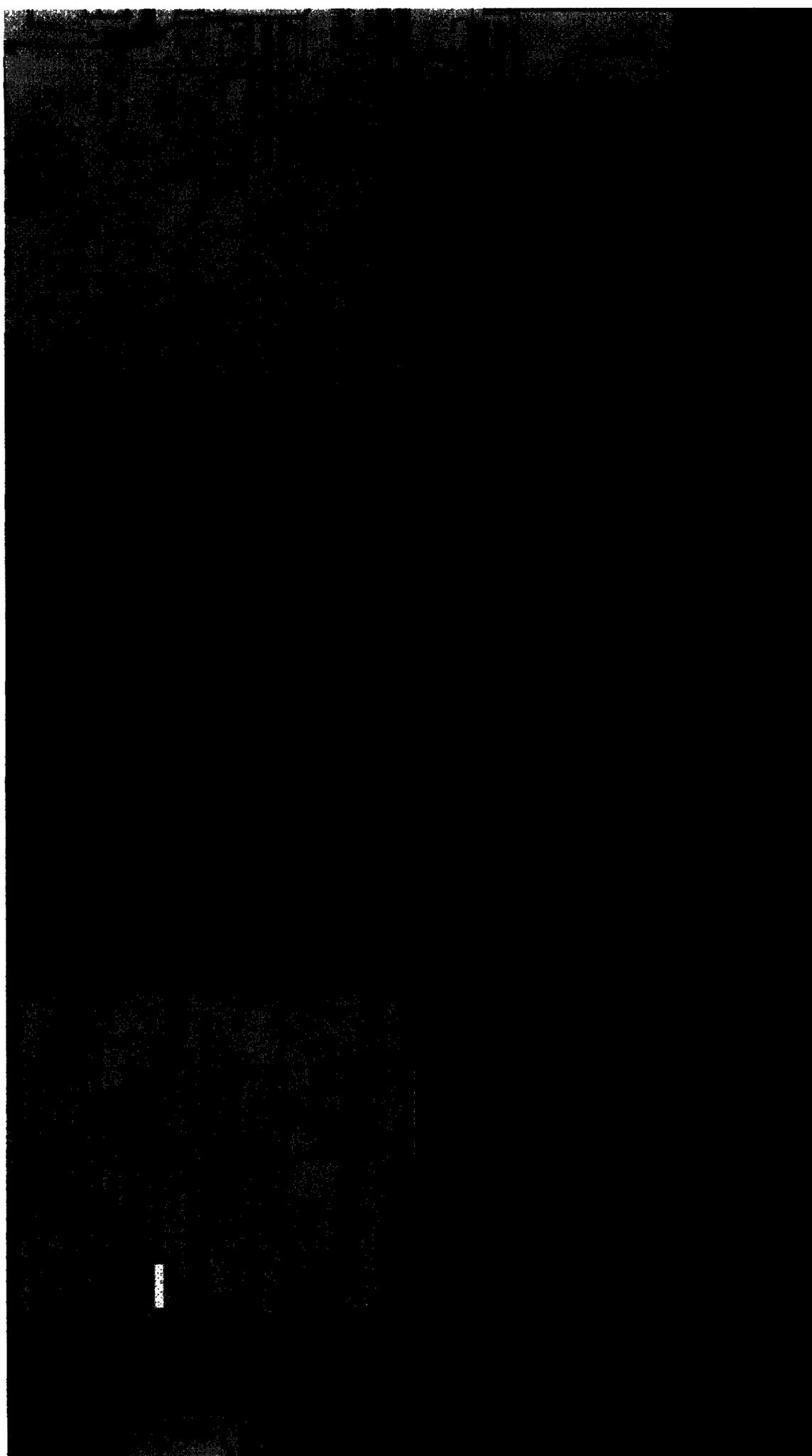
The City of Pella

Russ Van Wyk

James Mueller, Mayor

Russ Van Wyk

Ronda Brown, City Clerk





THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: D-2a & 2b

SUBJECT: Rezoning Application by Alan & Karla Morrison to Rezone Property from R1C Neo-traditional Single Family Residential District to R3 Multi Family Residential District.

DATE: August 18, 2015

BACKGROUND:

Alan & Karla Morrison are requesting to rezone two parcels located at 507 & 509 Jefferson Street from R1C Neotraditional Single Family Residential District to R3 Multiple-Family Residential District. The combined square footage of the two parcels is approximately 23,450 and the proposed use is for the construction of a new duplex.

The Comprehensive Plan, Future Land Use Map targets the area proposed to be rezoned for Medical & Assisted Living. The proposed rezoning is not consistent with the Plan. However, in 2012, the City Council rezoned 515 Jefferson Street from R1C to R3 for construction of a duplex. In addition, the applicant is requesting the R3 designation because of adjacent R3 zoning which abuts the property. There is no immediately adjacent R2 zoning.

The Planning and Zoning Commission at their July 27, 2015 meeting approved the rezoning (8 to 0) with direction to amend the Comprehensive Plan subject to use restriction that the use be limited to single or two-family residential. This restriction is included in the proposed rezoning ordinance.

ATTACHMENTS: Ordinance, Zoning Map

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve Ordinance.

ORDINANCE NO. 902

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE R3 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP.

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Pella, Iowa, is hereby amended by amending the boundaries of the R3 District to include a parcel of land owned by Alan & Karla Morrison described in Exhibit A that is within the zoning jurisdiction of the City of Pella, Iowa, from an "R1C" (Neo-traditional Single Family Residential Zoning District) to a "R3" (Multiple Family Residential Zoning District).

SECTION 2. USE LIMITATION. Permitted land use for the property to be rezoned shall either be a single family home or a two family home (duplex).

SECTION 3. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance on the Official Zoning Map.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this ____ day of _____, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

Exhibit A

Lot 1, Block 49, North Annex and Lot 2 and the east 5 feet of Lot 3, Block 49, North Annex.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
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51	52	53	54	55	56	57	58	59	60
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THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO. E-1a & 1b

SUBJECT: Special Event Permit Request for "Central College Move-In & Move-Out"

DATE: August 18, 2015

BACKGROUND: Central College is requesting a special event permit for "Central College Move-In & Move-Out" to close one lane (east side) of the 300 block of Broadway between University and Peace while students move in/out of the residence halls. The one-way traffic request, north to south traffic only, is to minimize congestion.

The time and dates are listed below:

August 22, 2015	7 am-1 pm
August 24, 2015	8 am-5 pm
October 14, 2015	8 am-5 pm
November 25, 2015	8 am-5 pm
December 18, 2015	8 am-5 pm
January 17, 2016	8 am-5 pm
March 4, 2016	8 am-5 pm
May 12, 2016	8 am-5 pm
May 13, 2016	8 am-5 pm

As a part of this request, a resolution is included that would permit the closing of one lane (east side) of the 300 block of Broadway between University and Peace during the above dates and times.

The required fee and insurance certificate have been received. All pertinent City Departments have reviewed this application, and approval is recommended.

ATTACHMENTS: Resolution, Application with Department Head Comments, Map

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve special event permit and resolution.

RESOLUTION NO. 5592

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS FOR
THE SPECIAL EVENT KNOWN AS
“CENTRAL COLLEGE MOVE-IN & MOVE-OUT”

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance, with the following exceptions": and

WHEREAS, Iowa Code Section 364.12(2) states "Public ways and grounds may be temporarily closed by resolution", and

WHEREAS, Central College has requested the closing of one lane (east side) of the 300 block of Broadway between University and Peace for the purpose of the Special Event known as the "Central College Move-In & Move-Out Dates" for the following dates and times:

August 22, 2015	7 am-1 pm
August 24, 2015	8 am-5 pm
October 14, 2015	8 am-5 pm
November 25, 2015	8 am-5 pm
December 18, 2015	8 am-5 pm
January 17, 2016	8 am-5 pm
March 4, 2016	8 am-5 pm
May 12, 2016	8 am-5 pm
May 13, 2016	8 am-5 pm

NOW THEREFORE BE IT RESOLVED pursuant to Iowa Code Section 364.12 (2)(a), the City Council of the City of Pella does hereby temporarily close one lane (east side) of the 300 block of Broadway between University and Peace as stated above.

PASSED AND ADOPTED this 18th day of August, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:

Date Received: *7/29/15* | Received by: *RB* | Fee: *\$75* | Insurance Certificate: *Pending*

pd cash 7/29/15

Name of Event:

Date of Application:

Fee Paid: Yes No

Make check payable to City of Pella

Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".

Insurance Certificate: Yes No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.)

*Closing road for move-in / move-out - Broadway Street (east lane only) between Peace St and University Street, one-way traffic to minimize congestion * North to South traffic only*

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name:	Contact Person:
Signature:	Signature: <i>Melissa Starkey</i>
Address:	Address:
Phone:	Cell Phone:
	Phone: <i>(641) 628-5656</i> Cell Phone:

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: *See attached sheet*

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN:

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.

Event Information

DO STREETS NEED TO BE CLOSED? (YES/NO): _____ If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name:	Distance on Street:	Date/Time for Closings:	# of Barricades
Broadway (east lane only)	between Peace & University	Aug 22 (7AM-1PM)	0
↓	↓	Aug 24 (8-5)	↓
		Oct 14 (8-5)	
		Nov. 25 (8-5)	
		Dec 18 (8-5)	
		Jan 17 (8-5)	
		March 4 (8-5)	
		May 12 (8-5)	
		May 13 (8-5)	

DO PARKING SPACES NEED TO BE RESERVED? (YES/NO): 1 If spaces need to be roped off or reserved, please indicate below.

Location:	# of Cones:

WILL SIGNAGE BE USED? (YES/NO): _____ If YES, complete the Special Event Signage Information Sheet.

WILL POLICE OFFERS OR RESERVES BE NEEDED? (YES/NO): 1 If YES, list number needed and for what length of time. You will be billed \$30/hour per officer.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? (YES/NO): 1 If YES, complete the Special Event Electrical Information Sheet.

WILL ANY OTHER CITY SERVICES BE NEEDED? (YES/NO): No If YES, list details.

COMPLETE MAP OF THE CITY PROPERTY TO BE USED: (MAP/DRAWING) _____ If the map does not accurately show the area, then a drawing should be included.

WILL THERE BE VENDOR BOOTHS? (YES/NO): 1 If YES, a list of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event.

WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? (YES/NO): _____ If YES, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner:	Address:	Signature of Property Owner:

Pella

I O W A

PUBLIC BUILDINGS

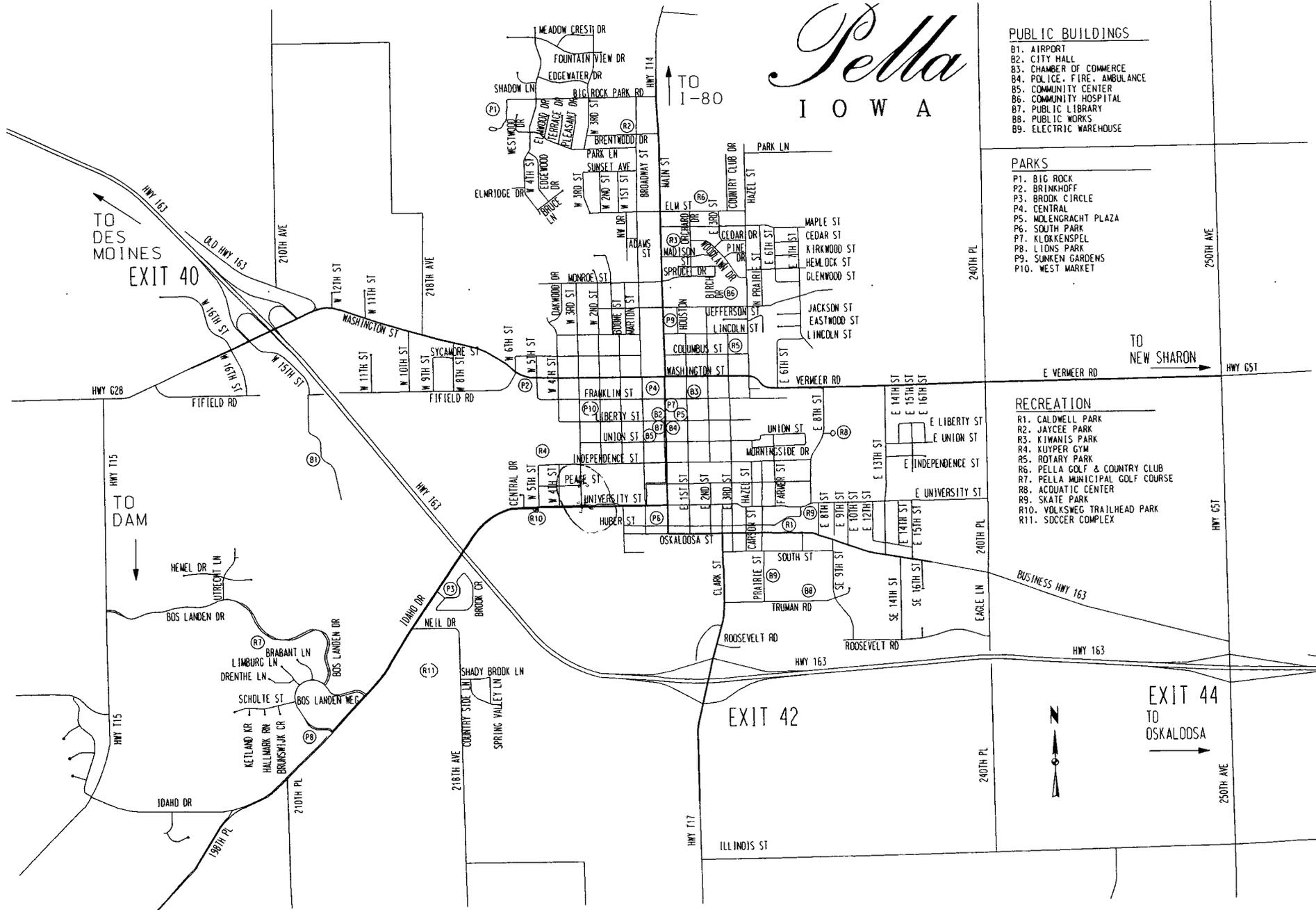
- B1. AIRPORT
- B2. CITY HALL
- B3. CHAMBER OF COMMERCE
- B4. POLICE, FIRE, AMBULANCE
- B5. COMMUNITY CENTER
- B6. COMMUNITY HOSPITAL
- B7. PUBLIC LIBRARY
- B8. PUBLIC WORKS
- B9. ELECTRIC WAREHOUSE

PARKS

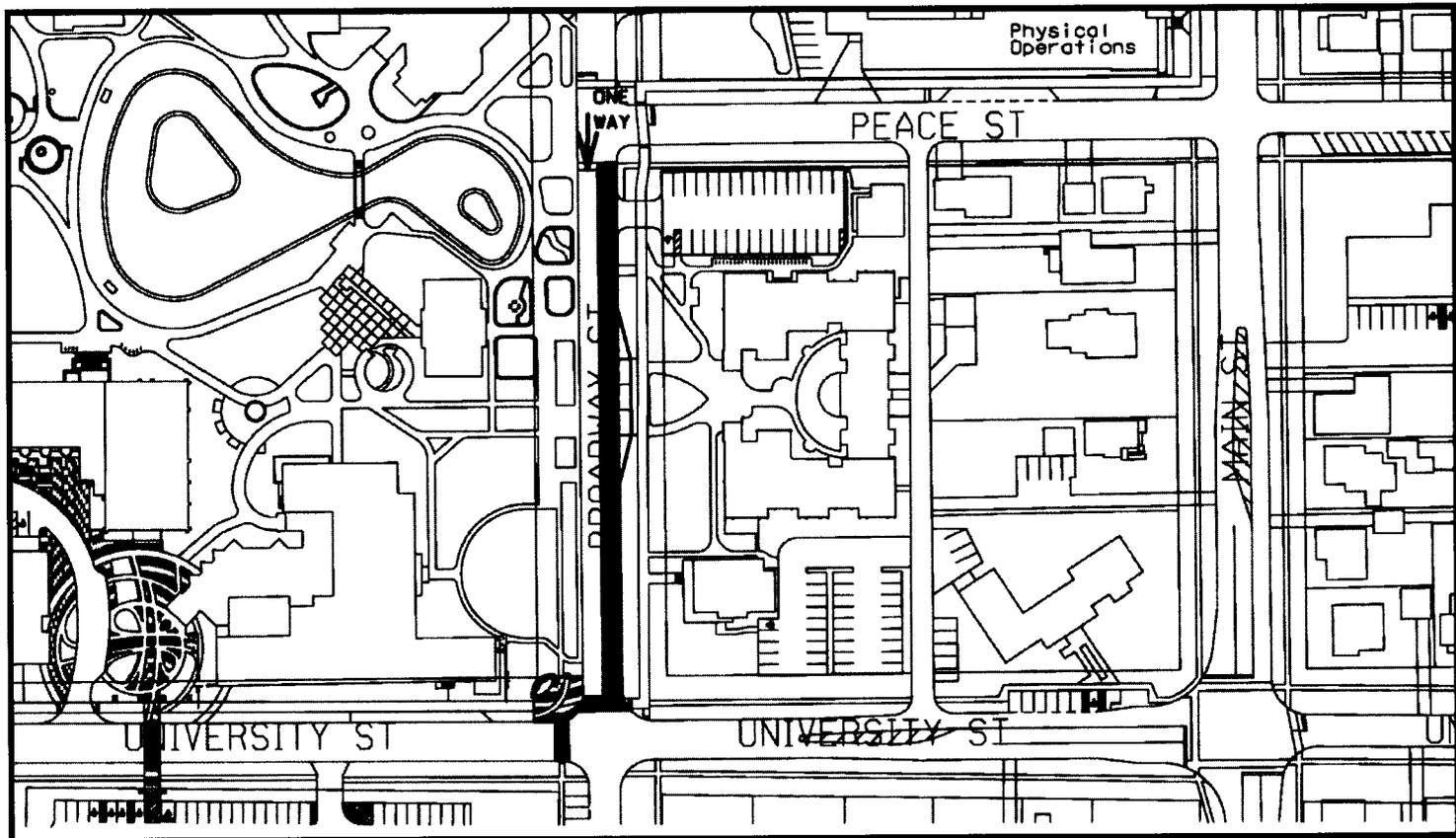
- P1. BIG ROCK
- P2. BRINKHOFF
- P3. BROOK CIRCLE
- P4. CENTRAL
- P5. MOLENGRACHT PLAZA
- P6. SOUTH PARK
- P7. KLODKENSPEL
- P8. LIONS PARK
- P9. SUNKEN GARDENS
- P10. WEST MARKET

RECREATION

- R1. CALDWELL PARK
- R2. JAYCEE PARK
- R3. KIWANIS PARK
- R4. KUYPER GYM
- R5. ROTARY PARK
- R6. PELLA GOLF & COUNTRY CLUB
- R7. PELLA MUNICIPAL GOLF COURSE
- R8. AQUATIC CENTER
- R9. SKATE PARK
- R10. VOLKSWEG TRAILHEAD PARK
- R11. SOCCER COMPLEX



Central College Move-In/Out Street Closing





CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

Event:	Central College Move-In & Move-Out
Ask Completed by:	August 10, 2015
CITY IAS Contact:	Ronda Brown
Date of Event:	Various days Aug 2015-May 2016
If questions contact:	Melissa Sharkey 641-628-5656

Request Description:

Recommend approval. RAB

Request Description:

Recommend approval. DR DB

Request Description:

Recommend approval. GW

Request Description:

Recommend approval. DM

Request Description:

Recommend approval. JV



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: E-2a & 2b

SUBJECT: Special Event Permit Request for Central College Homecoming

DATE: August 18, 2015

BACKGROUND: Central College has requested a Special Event Permit from 4:00 p.m. to 10:00 p.m. on Friday, October 9, 2015 for Homecoming activities. They anticipate a crowd of 300-400 for the coronation and pep rally.

As a part of this request, a resolution is included that approves the closing of the 300 block of Broadway between University and Peace during the time of the event.

All pertinent City Departments have reviewed this application and comments are attached. The appropriate fee and insurance certificate have been received, and approval is recommended.

ATTACHMENTS: Resolution, Application, Map, Department Comments

REPORT PREPARED BY: Receptionist

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve special event and resolution.

RESOLUTION NO. 5593

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS
“CENTRAL COLLEGE HOMECOMING”

WHEREAS, Iowa Code Section 364.12 (2) states that “a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions”; and

WHEREAS, Iowa Code Section 364.12 (2)(a) states that "Public ways and grounds may be temporarily closed by resolution"; and

WHEREAS, Central College has requested the closing on the 300 block of Broadway between Peace and University on Friday, October 9, 2015 from 4-10 pm for the purpose of the Special Event known as “Central College Homecoming”.

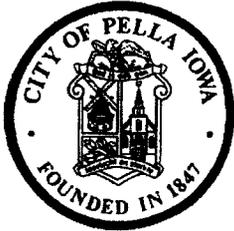
NOW THEREFORE, BE IT RESOLVED pursuant to Iowa Code Section 364.12 (2)(a), the City Council of the City of Pella does hereby temporarily close the street as stated above.

PASSED AND ADOPTED this 18th day of August, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:			
Date Received: <u>7/29/15</u>	Received by: <u>RL</u>	Fee: <u>20</u>	Insurance Certificate: <u>Pending</u>

PL Cash 7/29/15

Name of Event: <u>Central College Homecoming</u>
--

Date of Application:	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input type="checkbox"/> Yes <input type="checkbox"/> No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.)

Homecoming dinner, coronation and pep rally for Central College; students, faculty, staff, alumni will celebrate tradition and being part of the Central community; 300-400 people expected to attend

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name:	Contact Person: <u>Laura Bade</u>		
Signature:	Signature: <u>Laura Bade</u>		
Address:	Address: <u>812 University St, Box 0154</u>		
	<u>Pella, IA 50219</u>		
Phone:	Cell Phone:	Phone: <u>628-5243</u>	Cell Phone: <u>515-298-</u>

0832

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: <u>4-10pm, Friday, October 9, 2015</u>
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: <u>setup 4-530, tear down 830-10pm</u>
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing. <u>Broadway Street between Peace & University</u>

EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? Yes No If YES, list streets to be closed and indicate on map. Also list number of barricades needed. Central College owns barricades

Street Name	Distance on Street	Date/ Time for Street Closings	# of Barricades
Broadway	1 block	Starting: 4PM Ending: 10PM	—
		Starting: Ending:	

DO PARKING SPACES NEED TO BE RESERVED? Yes No If spaces need to be roped off or reserved, please indicate below.

Location	# of Cones

WILL SIGNAGE BE USED? Yes No If Yes, complete the Special Event Signage Information Sheet.

Central College's Signage

WILL POLICE OFFICERS OR RESERVES BE NEEDED? Yes No If Yes, list number needed and for what length of time. You will be billed \$30 per hour per officer.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? Yes No If Yes, complete the Special Event Electrical Information Sheet.

WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: Map Drawing

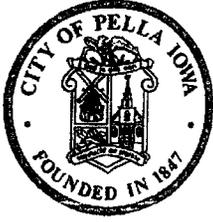
If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.

highlighted on map

WILL THERE BE VENDOR BOOTHS? Yes No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.

WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? Yes No If Yes, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner	Address	Signature of Property Owner
Central College	812 University St	Melissa Sharkey Supervisor of Security



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

Anyone that is planning to have temporary signage associated with a Special Event Permit will need to submit the following signage information along with the Special Event Permit Application.

Type of Sign(s): <input type="checkbox"/> A-frame <input type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s):	
Time of Sign Placement: 4PM	Time of Sign Removal: 10pm or sooner
Colors and Materials of Proposed Sign:	when cleanup finishes
Any Proposed Lighting:	
Proposed Location(s) of Signage: - Peace St & Broadway St - University St & Broadway St	

Traffic Safety

Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event applicant, as determined for the safety and well being of the general public.

Prompt Removal of Signs

Temporary signs associated with a Special Event Permit must be removed immediately upon the termination of the event.

Right of Approval/Denial

The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.

Pella

IOWA

PUBLIC BUILDINGS

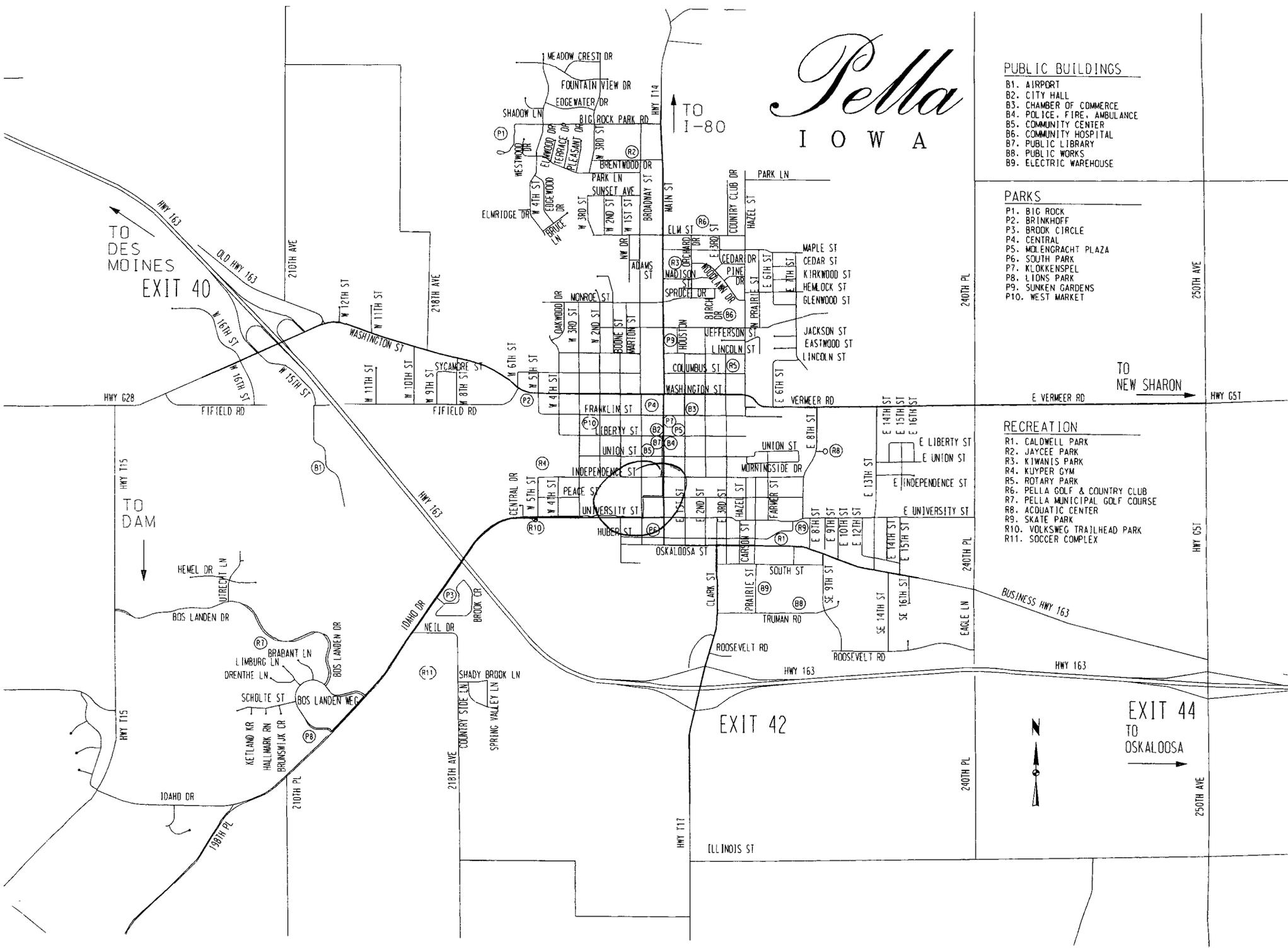
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PARKS

- P1. BIG ROCK
- P2. BRINKHOFF
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RECREATION

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- R8. AQUATIC CENTER
- R9. SKATE PARK
- R10. VOLKSWEG TRAILHEAD PARK
- R11. SOCCER COMPLEX



TO
DES MOINES
EXIT 40

TO
DAM

EXIT 42

EXIT 44
TO
OSKALOOSA

TO
NEW SHARON

TO
I-80

250TH AVE

HWY 517

250TH AVE

240TH PL

240TH PL

E VERMEER RD

HWY 163

BUSINESS HWY 163

ILLINOIS ST

HWY 117

218TH AVE

210TH AVE

210TH PL

HWY 628

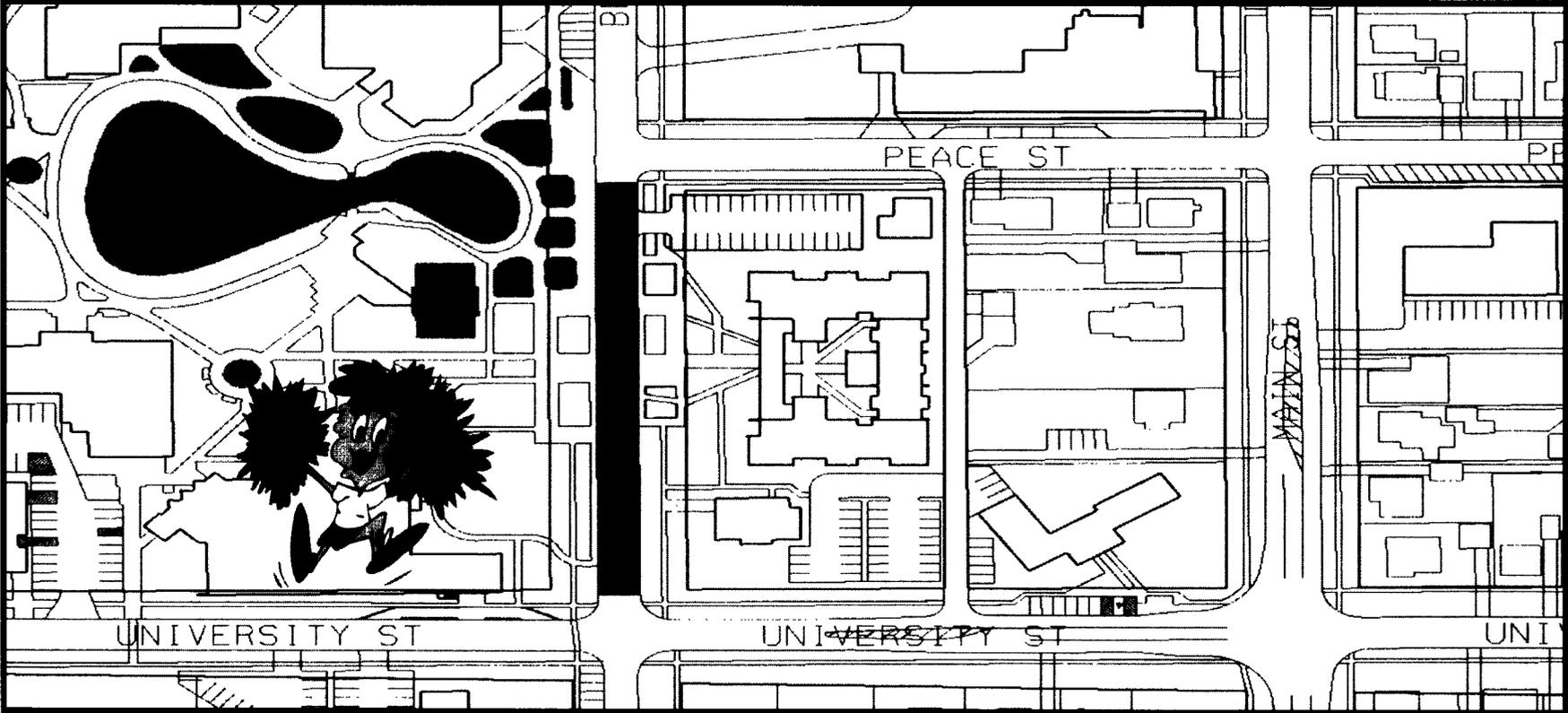
HWY 115

HWY 115

180TH PL

HWY 163

Central College Homecoming Street Closure Request





THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. E-3a & 3b

SUBJECT: Special Event Permit Request for "JUMP Heroes 5K Run/Walk"

DATE: August 18, 2015

BACKGROUND: George Clark is requesting a special event permit for September 19, 2015 from 8:00-10:30 a.m. for "JUMP Heroes 5K Run/Walk". The event is a benefit race for Journey Up Mentoring of Pella (JUMP), a local non-profit organization that matches adult mentors with children in kindergarten through 8th grade. Their mission has been to provide successful mentoring relationships for youth to launch them towards better citizenship. They anticipate approximately 100 runners/walkers. The event starts on Independence Street in front of the Kuyper Athletics Complex and ends at the Schipper Stadium.

As a part of this request, a resolution is included that would permit the closing of several streets from 8:00 a.m to 10:30 a.m. on Saturday, September 19, 2015 as listed below:

Independence Street from W 5th Street to Broadway Street
W 2nd Street from Independence Street to Liberty Street
Liberty Street from W 2nd Street to Broadway Street
Broadway Street from Liberty Street to South Street
Oskaloosa Street from Broadway Street to W 1st Street
W 1st Street from Oskaloosa Street to Pella Corporation
South Street from W 1st Street to Broadway Street

It should be noted, part of this event will take place on private property owned by Pella Corporation and Central College, and signatures have been obtained from their representatives.

The required fee and insurance certificate have been received. All pertinent City Departments have reviewed this application, and approval is recommended.

ATTACHMENTS: Resolution, Application with Department Head Comments, Map

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve special event permit and resolution.

RESOLUTION NO. 5594

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS FOR
THE SPECIAL EVENT KNOWN AS
"JUMP HEROES 5K RUN/WALK"

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance, with the following exceptions": and

WHEREAS, Iowa Code Section 364.12(2) states "Public ways and grounds may be temporarily closed by resolution", and

WHEREAS, George Clark has requested the closing of several streets listed below on September 19, 2015 from 8:00-10:30 am for the purpose of the Special Event known as the "JUMP HEROES 5K RUN/WALK".

Independence Street from W 5th Street to Broadway Street
W 2nd Street from Independence Street to Liberty Street
Liberty Street from W 2nd Street to Broadway Street
Broadway Street from Liberty Street to South Street
Oskaloosa Street from Broadway Street to W 1st Street
W 1st Street from Oskaloosa Street to Pella Corporation
South Street from W 1st Street to Broadway Street

NOW THEREFORE BE IT RESOLVED pursuant to Iowa Code Section 364.12 (2)(a), the City Council of the City of Pella does hereby temporarily close the streets as stated above.

PASSED AND ADOPTED this 18th day of August, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the **fee payment** and the **\$1,000,000 insurance certificate**. The application should be submitted **at least a month in advance** of the event date.

For Office Use Only:			
Date Received: 7/16/15	Received by: [Signature]	Fee: Yes	Insurance Certificate: Yes

Name of Event: **JUMP Heroes 5K Run/Walk**

Date of Application: 7/14/15	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.) * **YES**

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: George Clark	Contact Person: George Clark		
Signature: [Signature]	Signature: [Signature]		
Address: 1211 Park Lane Pella, IA 50219	Address: 1211 Park Lane Pella, IA 50219		
Phone: 78-7646 (work)	Cell Phone: 641-295-3857	Phone: 628-7646 (work)	Cell Phone: 641-295-3857

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: 9/19/15 9:00am start time
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: 9/19/15 8:00am setup; 10:30 take down
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing. ⊗ see attached description

() See attached duplicated form*
EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? Yes No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name	Distance on Street	Date/ Time for Street Closings	# of Barricades
		Starting: Ending:	
		Starting: Ending:	

DO PARKING SPACES NEED TO BE RESERVED? Yes No If spaces need to be roped off or reserved, please indicate below.

Location	# of Cones

WILL SIGNAGE BE USED? Yes No If Yes, complete the Special Event Signage Information Sheet.

WILL POLICE OFFICERS OR RESERVES BE NEEDED? Yes No If Yes, list number needed and for what length of time. You will be billed \$30 per hour per officer.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? Yes No If Yes, complete the Special Event Electrical Information Sheet.

WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: Map Drawing
 If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.

WILL THERE BE VENDOR BOOTHS? Yes No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.

WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? Yes No If Yes, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner	Address	Signature of Property Owner
PELLA CORP.	102 MAIN ST.	<i>[Signature]</i>
CENTRAL COLLEGE	812 UNIVERSITY	<i>[Signature]</i>

The City of Pella	Special Events Application
Name of Event: JUMP Heroes 5K Run/Walk	Date: 9/19/15

DESCRIBE THE EVENT:

The 3rd annual JUMP Heroes 5K is a benefit race for **Journey Up Mentoring of Pella (JUMP)**, a local non-profit organization that matches adult mentors with children in kindergarten through 8th grade. For 25 years, our mission has been to provide successful mentoring relationships for youth - thereby launching them towards better citizenship in their homes, schools, and communities. Each year we maintain approximately 30-35 mentor/mentee matches. Our mentors are individuals, couples, and families from our community as well as students from Central College.

We believe our mentors are heroic individuals who walk with and encourage their extraordinary mentees. The JUMP Heroes 5K was born out of a desire to raise awareness about our cause, but more importantly, as an opportunity to celebrate the adults who mentor and the children we serve. All of the proceeds from this race go to support JUMP's mission. As a non-profit organization, we are fully funded by the members of our community.

The JUMP 5K participation has gradually increased from 49 to 61 participants over the past two years. Our hope is to have more than 100 runners/walkers take part in this year's event.

LOCATION OF EVENT:

The JUMP Heroes 5K race will begin on Independence Street in front of the Kuyper Athletics Complex at Central College. Participants will head east on Independence, across West 3rd Street and then turn left on West 2nd and proceed north. Once they reach Liberty Street, they will turn right and move east to Broadway Street. They will then turn right on Broadway and proceed south, crossing Union Street, Independence Street, Peace Street and University Street, and then finally turning right on Oskaloosa Street. They will then quickly turn left on West 1st Street and run/walk approximately ¼ mile south onto Pella Corporation's property where they will turn around and head north to South Street where they will turn right and proceed back to Broadway. At Broadway, participants will turn left and proceed north, back across University Street to Independence Street where they will take their final left onto Independence. They will run/walk west, back across West 3rd, and then finish on the track at Schipper Stadium (Central College). (*Please see attached highlighted map).

DO STREETS NEED TO BE CLOSED? (YES/NO): YES If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name:	Distance on Street:	Date/Time for Closings:	# of Barricades
Independence Street	(east) to West 2 nd Street	9/19/15—8:30 to 10:30 am	20 Total Barricades
West 2 nd Street	(north) to Liberty Street		*per Doug Rigger's directive
Liberty Street	(east) to Broadway Street		
Broadway Street	(south) to Oskaloosa Street		
Oskaloosa Street	(west) to West 1 st Street		
West 1 st Street	Approximately ¼ mile south to turn-		
South Street	(east) to Broadway		

DO PARKING SPACES NEED TO BE RESERVED? (YES/NO): NO If spaces need to be roped off or reserved, please indicate below.

Location:	# of Cones:

WILL SIGNAGE BE USED? (YES/NO): YES If YES, complete the Special Event Signage Information Sheet.

WILL POLICE OFFICERS OR RESERVES BE NEEDED? (YES/NO): YES If YES, list number needed and for what length of time. You will be billed \$30/hour per officer. *We will need (2) officers from 9 to 10 am, per Lt. Beukelman.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? (YES/NO): NO If YES, complete the Special Event Electrical Information Sheet.

WILL ANY OTHER CITY SERVICES BE NEEDED? (YES/NO): NO If YES, list details.

COMPLETE MAP OF THE CITY PROPERTY TO BE USED: (MAP/DRAWING) *Attached If the map does not accurately show the area, then a drawing should be included.

WILL THERE BE VENDOR BOOTHS? (YES/NO): NO If YES, a list of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event.

WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? (YES/NO): YES If YES, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner:	Address:	Signature of Property Owner:
Pella Corporation	102 Main Street	TBD
Central College	812 University (*race will finish in Schipper Stadium on Central's campus	Eric Van Kley / <i>Tim Wilkinson</i>



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

Anyone that is planning to have temporary signage associated with a Special Event Permit will need to submit the following signage information along with the Special Event Permit Application.

Type of Sign(s): <input type="checkbox"/> A-frame <input type="checkbox"/> banner <input checked="" type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s): <i>24 X 36</i>	
Time of Sign Placement: <i>Held by volunteers</i>	Time of Sign Removal: <i>Approximately 10:00am</i>
Colors and Materials of Proposed Sign: <i>Blue, Green, white - see attached sample</i>	
Any Proposed Lighting: <i>none</i>	
Proposed Location(s) of Signage: <i>A sign will be located at each turn noted in the course description</i>	

Traffic Safety

Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event applicant, as determined for the safety and well being of the general public.

Prompt Removal of Signs

Temporary signs associated with a Special Event Permit must be removed immediately upon the termination of the event.

Right of Approval/Denial

The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.

Pella

I O W A

PUBLIC BUILDINGS

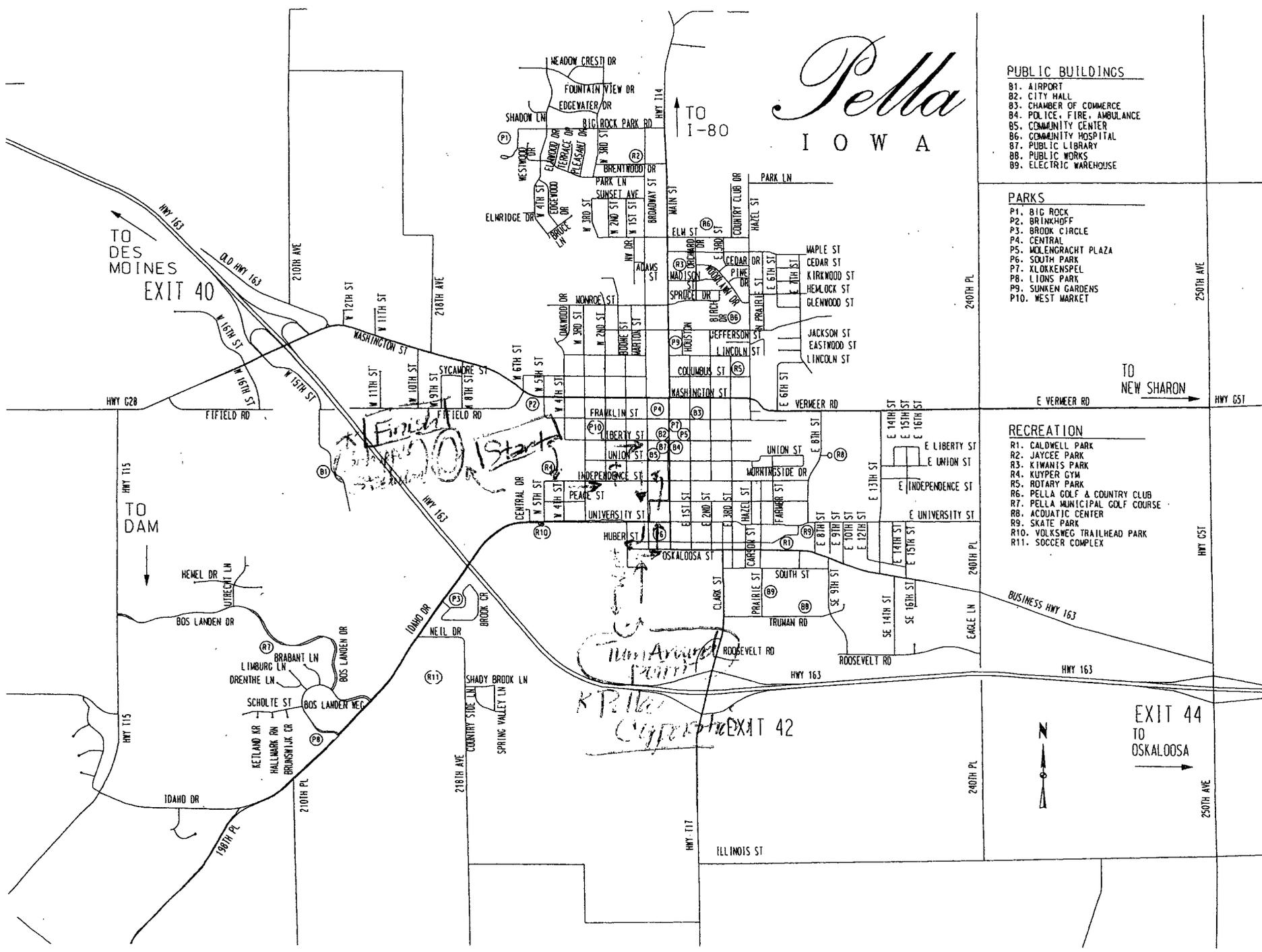
- B1. AIRPORT
- B2. CITY HALL
- B3. CHAMBER OF COMMERCE
- B4. POLICE, FIRE, AMBULANCE
- B5. COMMUNITY CENTER
- B6. COMMUNITY HOSPITAL
- B7. PUBLIC LIBRARY
- B8. PUBLIC WORKS
- B9. ELECTRIC WAREHOUSE

PARKS

- P1. BIG ROCK
- P2. BRINKHOFF
- P3. BROOK CIRCLE
- P4. CENTRAL
- P5. MOLENGRACHT PLAZA
- P6. SOUTH PARK
- P7. XLOKKENSPEL
- P8. LIONS PARK
- P9. SUNKEN GARDENS
- P10. WEST MARKET

RECREATION

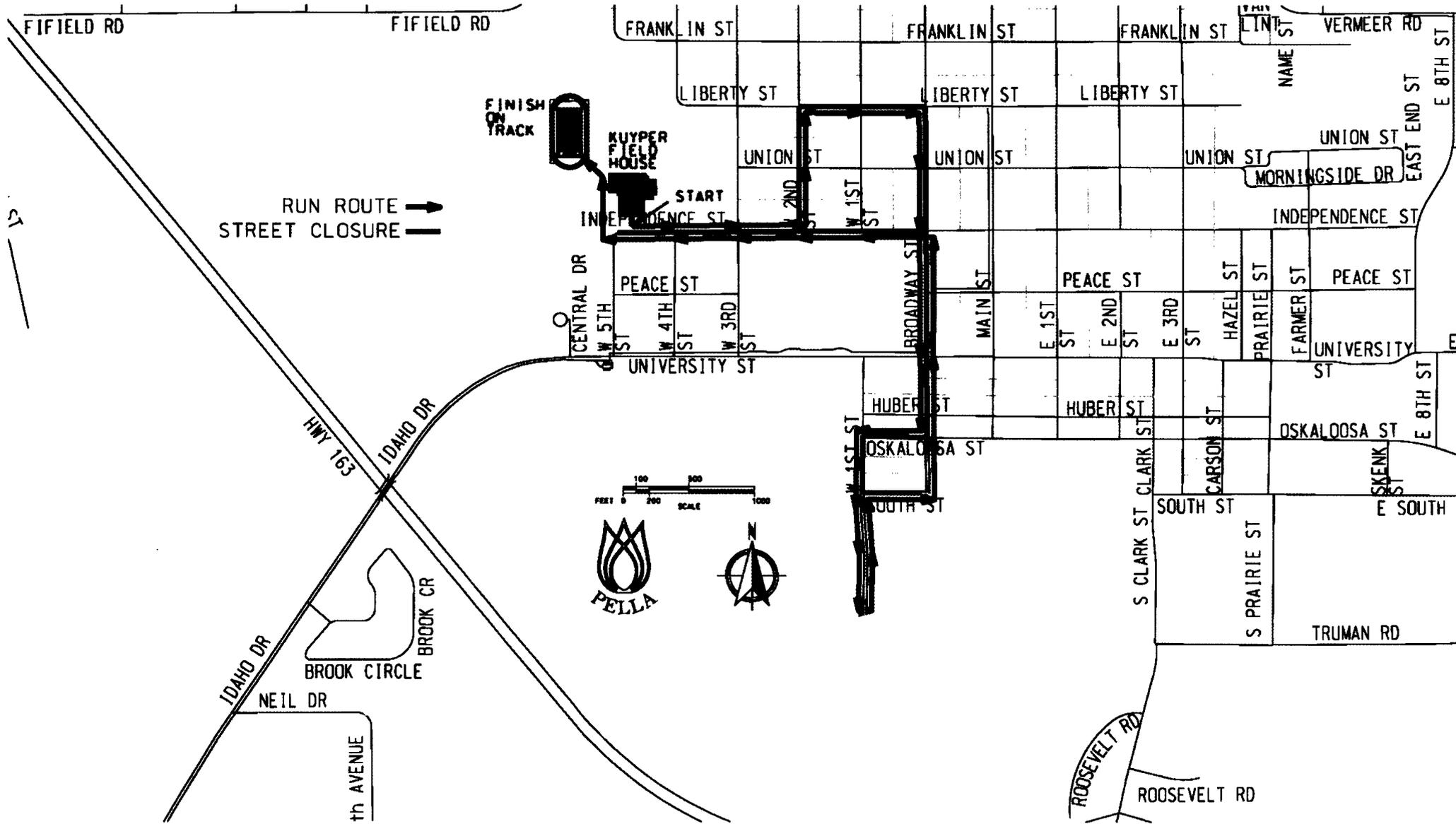
- R1. CALDWELL PARK
- R2. JAYCEE PARK
- R3. KIWANIS PARK
- R4. KUYPER GYM
- R5. ROTARY PARK
- R6. PELLA GOLF & COUNTRY CLUB
- R7. PELLA MUNICIPAL GOLF COURSE
- R8. AQUATIC CENTER
- R9. SKATE PARK
- R10. VOLKSWEG TRAILHEAD PARK
- R11. SOCCER COMPLEX

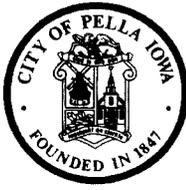


First Street

K.P. Pella







CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

Event:	JUMP Heroes 5K Run/Walk
Request Received by:	August 10, 2015
City Staff Contact:	Ronda Brown
Date of Event:	September 19, 2015 8:00-10:30 am
If questions, contact:	George Clark 628-7646 or 641-295-3257

[REDACTED]

The race organizer has met with Lt. Beukelman re: the course layout. Recommend approval. RAB

[REDACTED]

Event coordinator to contact Doug Rigen @ 230-0084 prior to event to coordinate barricades/cones. OK DR DB

[REDACTED]

Recommend approval. GW

[REDACTED]

Recommend approval. DM

[REDACTED]

No Community Services Department services requested. Recommend approval. JV



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: H-1

SUBJECT: Resolution Approving Engineering Services Agreement with Garden & Associates for the Pella Sports Park/Vermeer Multi-Purpose Trail Extension

DATE: August 18, 2015

BACKGROUND: This resolution approves an engineering contract with Garden & Associates in the amount of \$94,800 for the construction of the Pella Sports Park/Vermeer Multi-Purpose Trail Extension.

This project includes a 10 foot wide hard surfaced trail which would extend east from Madison Elementary School on University Street to the Pella Sports Park and then run north from the Pella Sports Park to Vermeer Corporation.

The estimated cost of the proposed trail is approximately \$711,000.

The estimated breakdown of engineering fees based on hourly rates and not to exceed amounts is as follows:

Preliminary & Final Design	\$ 39,900
<u>Construction Administration, Observation & Staking</u>	<u>54,900</u>
Total Engineering Services	<u>\$ 94,800</u>

It should be noted that \$12,700 of the proposed contract is for the preliminary design fee for the University Street Extension and right-of-way acquisition plats.

Garden & Associates have worked with the City on many projects in the past, such as the North Main, University, Hazel, Broadway, Washington and Jefferson projects. They have been very competitive in price, are professional in all aspects of their product delivery, and continue to give us excellent service.

If Council approves this contract, the projected timeline is as follows:

November 15, 2015	Completion of topographic survey
December 15, 2015	Completion of preliminary design
January 15, 2016	Complete legal description and acquisition plats
February 29, 2016	Complete final design

This timeline would allow for bidding the project in March and allow for construction during the construction season of 2016.

ATTACHMENTS: Resolution, Map, Engineering Agreement

REPORT PREPARED BY: Public Works

REPORT REVIEWED BY: CITY ADMINISTRATOR
 CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5595

RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT
WITH GARDEN & ASSOCIATES FOR THE PELLA SPORTS PARK/VERMEER
MULTI-PURPOSE TRAIL EXTENSION

WHEREAS, the City deems it necessary to construct public improvements known in general as the Pella Sports Park/Vermeer Multi-Purpose Trail Extension; and,

WHEREAS, Garden & Associates was determined to be the best candidate to provide design and construction engineering services for this project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pella, Iowa,

Section 1. That the City enters into an Engineering Services Agreement with Garden & Associates to provide design and construction engineering services for the project known in general as the Pella Sports Park/Vermeer Multi-Purpose Trail Extension for an estimated cost of ninety four thousand eight hundred dollars (\$94,800).

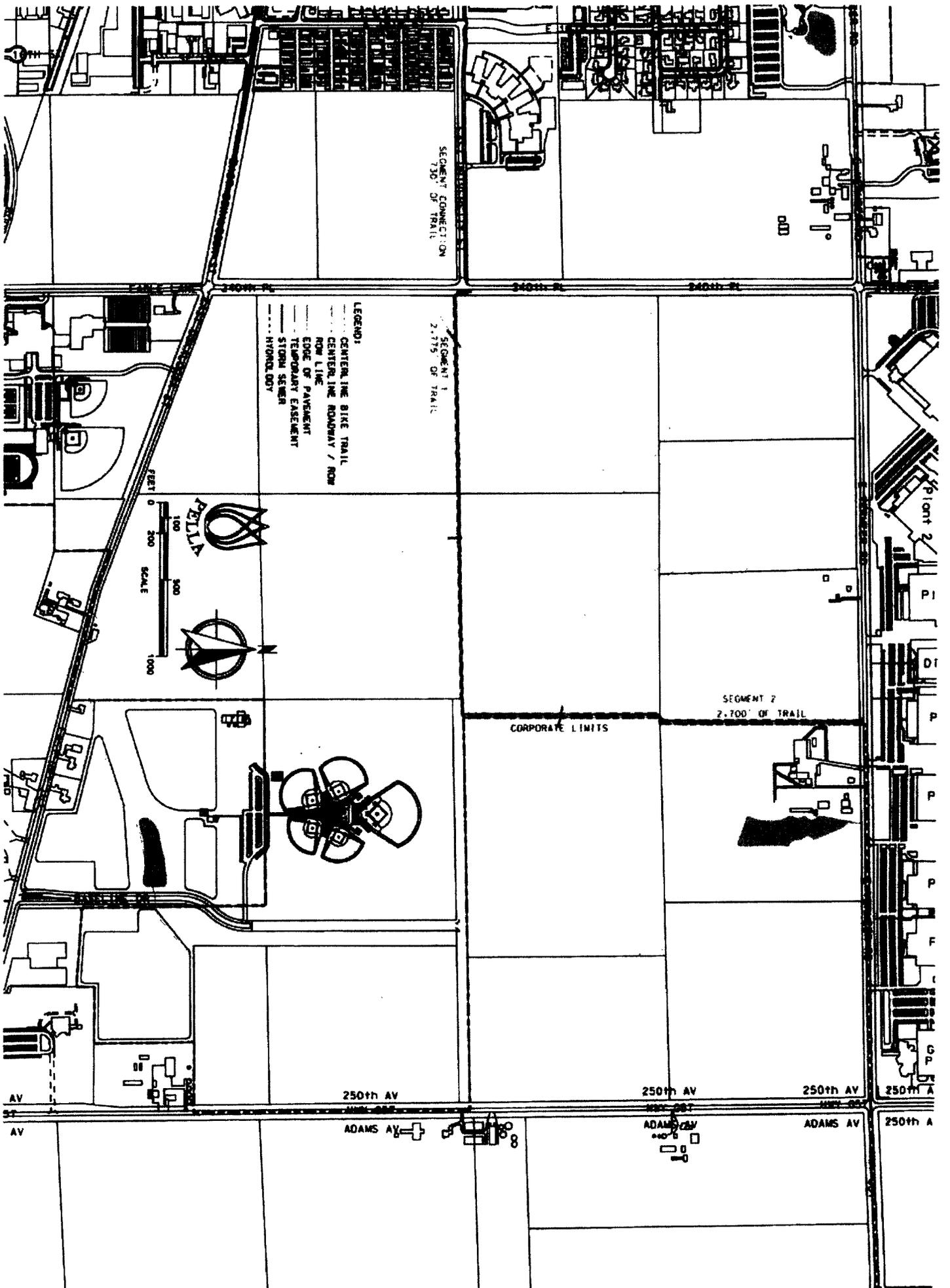
Section 2. Said project to begin immediately upon receipt of the Notice to Proceed which is considered as issued with the adoption of this resolution.

PASSED and ADOPTED this 18th day of August, 2015.

James Mueller, Mayor

ATTEST:

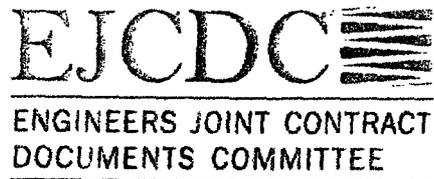
Ronda Brown, City Clerk



**AGREEMENT
BETWEEN OWNER (CITY OF PELLA, IOWA)
AND ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES**

**MULTI-PURPOSE TRAIL EXTENSION
PELLA, IOWA**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **August 18, 2015** ("Effective Date") between **The City of Pella, Iowa** ("Owner") and **Garden & Associates, Ltd.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Construct approximately 6,300 lineal feet of 10 Feet wide P.C. concrete multi-purpose trail from near Madison Elementary east to Pella Sports Park and then north to Vermeer Road. Services include establishing profile grades for University Street extended east.**

Other terms of this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preliminary and Final Design Phase, preparation of legal descriptions for easements and acquisition plats and Bidding or Negotiating Phase.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

~~5.02 *Designing to Construction Cost Limit*~~

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. ~~Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns 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.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and **Owner shall notify appropriate governmental officials if Owner reasonably concludes that doing so is required by applicable Laws or Regulations;** and (2) Engineer shall may notify appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **Not used.**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability. **Not used.**
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. **Not used.**

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Pella, Iowa**

Engineer: **Garden & Associates, Ltd.**

By: _____
Print name: **James Mueller**
Title: **Mayor**
Date Signed: _____

By: _____
Print name: **Robert A. Nielsen, P.E.**
Title: **President**
Date Signed: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

100 Truman Road, P.O. Box 88

Pella, Iowa 50219

Designated Representative (Paragraph 8.03.A):
Denny Buyert

Title: **Public Works Director**

Phone Number: **(641) 628-1601**

E-Mail Address: **dbuyert@cityofpella.com**

P.O. Box 451

Oskaloosa, Iowa 52577

Designated Representative (Paragraph 8.03.A):
Robert A. Nielsen, P.E.

Title: **President**

Phone Number: **(641)672-2526**

E-Mail Address: **bnielsen@gardenassociates.net**

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2015.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase (Not included as part of this Agreement)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
15. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within [REDACTED] days of the Effective Date and review it with Owner. Within [REDACTED] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any

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other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 - 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 - 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None.
 10. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within sixty (60) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within five (5) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

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authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: None.
 10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within ten (10) days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

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drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor may jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

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procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ~~in the form attached hereto as Exhibit E ("Notice of Acceptability of Work")~~ that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase (Not included as part of this Agreement)

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

Exhibit A – Engineer's Services

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performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2015.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.

Exhibit B – Owner's Responsibilities

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- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None.**

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 4, 2015**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services, Construction Phase Services and additional services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$94,800 based on the following estimated distribution of compensation:

a. Study and Report Phase	NA
b. Preliminary Design, Final Design and Bidding or Negotiating Phase	\$39,900
c. Construction Phase	\$49,900
d. Post-Construction Phase	NA
e. Additional Services (Easements, Legal Descriptions)	\$5,000

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below. The total estimated compensation listed above is based on a Construction Contract Time of 60 working days.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 4, 2015**.

Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

GARDEN & ASSOCIATES, LTD. 2015 RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 130.00
Project Manager	\$ 125.00
Engineer 1	\$ 114.00
Engineer 2	\$ 105.00
Engineer 3	\$ 96.00
Engineer 4	\$ 88.00
Engineer 5	\$ 82.00
Surveyor 1	\$ 105.00
Surveyor 2	\$ 102.00
Surveyor 3	\$ 85.00
Technician 1	\$ 89.00
Technician 2	\$ 80.00
Technician 3	\$ 77.00
Technician 4	\$ 73.00
Technician 5	\$ 63.00
Technician 6	\$ 50.00
<u>REIMBURSABLE EXPENSES</u>	
Mileage, Per Mile	\$ 0.57
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00

OTHER REIMBURSABLE EXPENSES

- 1** Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2** All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

- 1** Rate Schedule effective March 1, 2015 through February 28, 2016. The Rate Schedule shall be subject to change each March 1st of each year.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 4, 2015**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

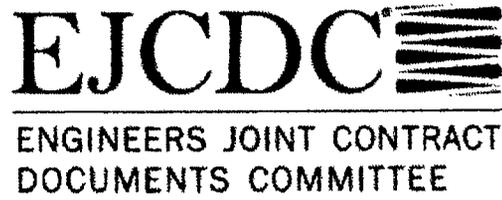
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 4, 2015.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 4, 2015**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): N/A

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$1,000,000
 - 2) Bodily injury by Disease, Each Employee \$1,000,000
 - 3) Bodily injury/Disease, Aggregate \$1,000,000

- c. General Liability --
 - 1) General Aggregate: No Aggregate
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000

- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000

- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$ 500,000

- f. Other (specify): N/A

~~B. Additional Insureds:~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. _____
Engineer

- b. _____
Engineer's Consultant

- c. _____
Engineer's Consultant

- d. _____
{other}

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 4, 2015**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **mediator agreed upon by both parties to this Agreement**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Exhibit H - Dispute Resolution.

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Page 1

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 18, 2015**.

Special Provisions

Agreement is amended as follows:

Schedule of Deliverables:

1. Complete topographic survey of project area within 10 days of crop removal but no later than November 15, 2015
2. Complete Preliminary Design and present for review and approval not later than December 15, 2015
3. Prepare legal descriptions for required easements and acquisition plats, within 15 days of notice to proceed with design.
4. Complete Final Design plans not later than February 29, 2016 for an anticipated March 2016 bid letting.

Exhibit A of this Agreement is amended as follows:

1. Section A1.01 – Study and Report Phase is deleted in its entirety.
2. Section A1.06 – Post-Construction Phase is deleted in its entirety.
3. Preparation of temporary and permanent easement and/or acquisition plats and legal descriptions required for the installation of the proposed multi-purpose trail is included as a part of this agreement.

Exhibit J - Special Provisions.

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Page 1



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-2

SUBJECT: Resolution Ordering the Preparation of Plans and Specifications, Form of Contract, Notice of Hearing and Letting, Setting Date for Public Hearing, Authorizing the Taking of Bids and Authorizing Bid Opening for the Truman Road/Clark Street Sewer Lining Project 2015

DATE: August 18th, 2015

BACKGROUND: This resolution sets the date for the public hearing on September 15th, 2015 and authorizes staff to seek bids for the Truman Road/Clark Street Sewer Lining Project 2015.

As background, the sanitary sewer line for the project extends from near Two Rivers Coop north of Truman Road then south and west to Clark Street and to near Hwy 163. This trunk sewer handles flow from a major portion of the east side of the City. The sewer was constructed in 1981. It was constructed of RCP (reinforced concrete pipe) and early in the life of the sewer, the City experienced higher levels of hydrogen sulfide which has seriously deteriorated the interior of the pipe over time. Also included in this contract is an 8" sanitary sewer repair on Park Lane from W 3rd Street running 345 lineal feet to the east. This section of 8" was found to be severely cracked in multiple pipes during our televising & cleaning project, and we believe this lining will prevent us from digging up the entire street.

The total project provides for the lining of approximately 3,880 lineal feet of 18" and 21" sanitary sewer on Truman Road/Clark Street and 345 lineal feet of 8" sanitary sewer on Park Lane with PHE resin impregnated cured in place pipe (CIPP). Recent engineers estimate prepared by Garden & Associates reflect total project costs at \$ 279,575.00.

Critical dates have been identified as:

9/08/15	Bid Letting
9/15/15	Receive Bids and Award of Contract
9/28/15	Notice to Proceed Issued
7/01/16	Deadline for Completion of Repairs

The Truman Road/Clark Street portion is budgeted in the Wastewater CIP for \$261,750 and now estimated at 266,513.12 and the Park Lane lining repair will be paid for out of the Wastewater Operation line item now estimated at \$13,061.88. Contract documents are on file in the Clerk's office.

ATTACHMENTS: Resolution; Map

REPORT PREPARED BY: Public Works Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Accept resolution.

RESOLUTION NO. 5596

RESOLUTION ORDERING THE PREPARATION OF PLANS AND SPECIFICATIONS, FORM OF CONTRACT, NOTICE OF HEARING AND LETTING, SETTING DATE FOR PUBLIC HEARING, AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING BID OPENING FOR THE TRUMAN ROAD/CLARK STREET SEWER LINING PROJECT 2015

WHEREAS, the City Council has deemed it advisable and necessary to construct certain repairs described in general as the "Truman Road/Clark Street Sewer Lining Project 2015", and has caused to be prepared plans, specifications and form of contract, on file in the office of the Clerk for public inspection, for the construction of said repairs, and said plans, specifications and form of contract are deemed suitable for the making of said repairs; and

WHEREAS, before said plans, specifications, form of contract are entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELLA, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct repairs described in general as the Truman Road/Clark Street Sewer Lining Project 2015, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting, said improvements being more generally described as follows:

Line approximately 1,895 lineal feet of 18" RCP sanitary sewer pipe with 18" resin impregnated CIPP, and line 1,985 lineal feet of 21" RCP sanitary sewer pipe with 21" resin impregnated CIPP, and line 345 lineal feet of 8" VCP sanitary sewer pipe with 8" resin impregnated CIPP, Including 5 sewer services re-establishments on the 18" and 21" pipe, and 4 sewer services re-establishments on the 8" pipe and traffic control.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to publish notice of hearing and letting once in the Pella Chronicle, a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four days nor more than twenty days prior to September 8th, 2015, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 11:00 a.m. on said date; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby designated as the authority to receive and open said bids on behalf of the City of Pella, Iowa; and,

BE IT FURTHER RESOLVED, that bids shall be received and reviewed at a public

meeting as provided in the notice of hearing and letting and the results of said bids shall be considered at a meeting of this Council on September 15th, 2015 at 7:00 o'clock p.m.; and,

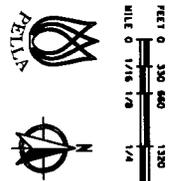
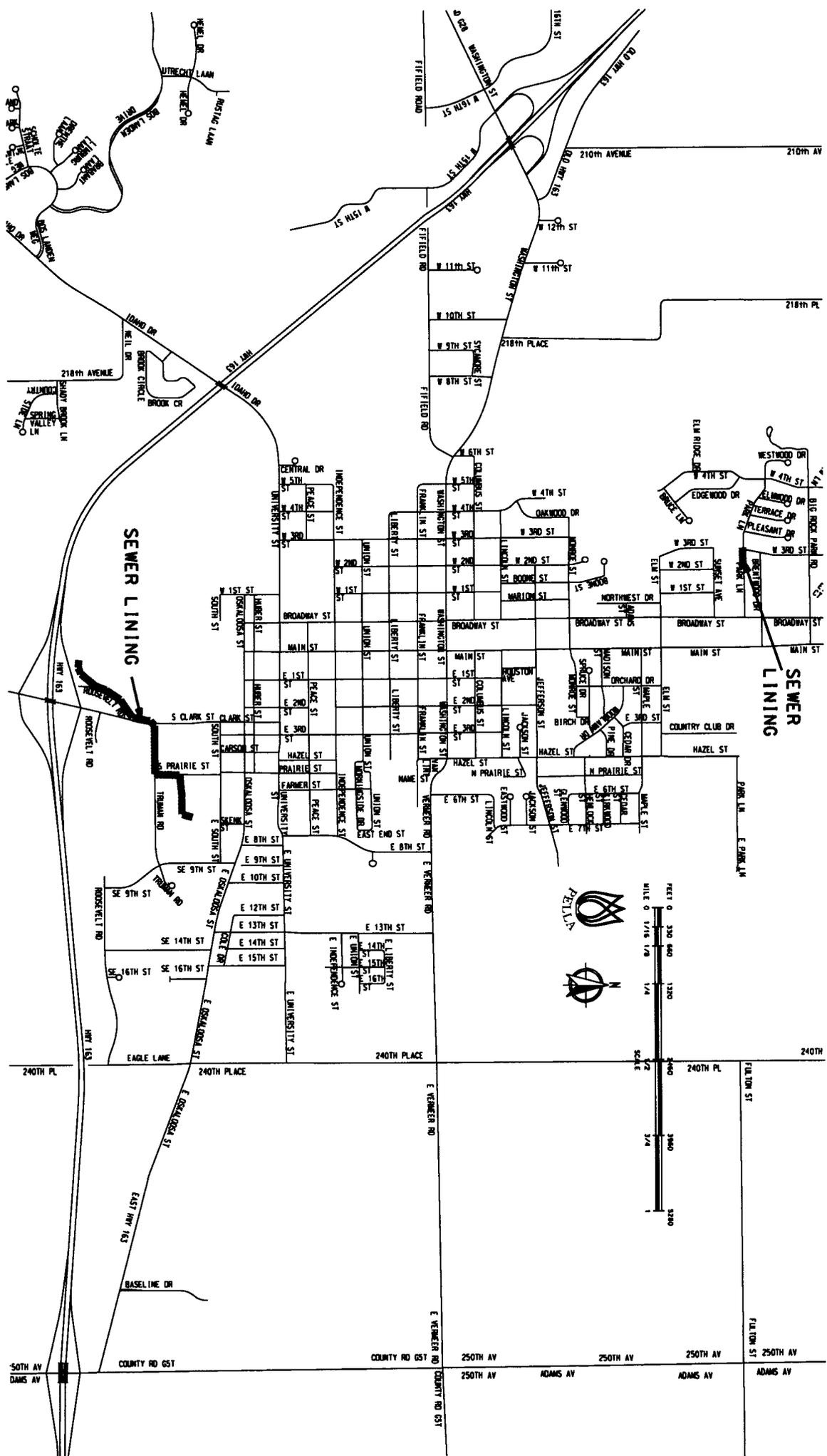
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the final plans, specifications, form of contract and estimate of costs for said project, said hearing to be at 7:00 o'clock p.m. on September 15th, 2015.

PASSED and ADOPTED this 18th day of August, 2015.

James Mueller, Mayor

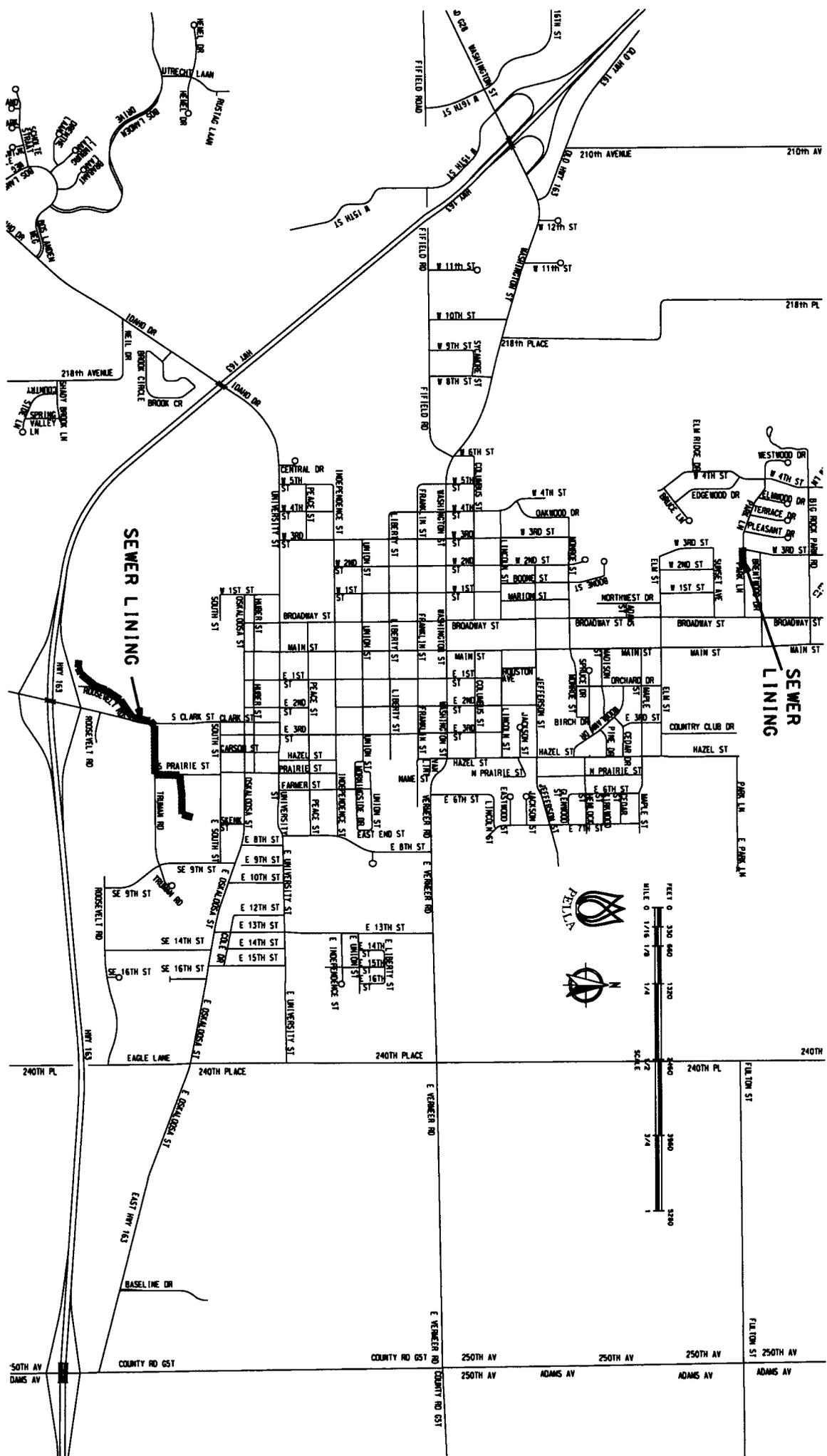
ATTEST:

Ronda Brown, City Clerk



SEWER LINING

SEWER LINING





THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: I-1

SUBJECT: Rezoning Application by Missouri River Energy Services to Rezone Property from A1 Agricultural District to M1 Limited/Light Industrial District

DATE: August 18, 2015 (3rd Reading)

BACKGROUND:

Missouri River Energy Services (MRES) is requesting to rezone a 3.44 acre parcel located at the southwest corner of 198th Place and 216th Place. This property is located in the Marion County Extraterritorial Zoning Jurisdiction. The current zoning is A1 Agricultural. The proposed zoning is M1 Limited/Light Industrial.

The proposed use includes a proposed metal storage building, approximately 60 by 100 feet in size constructed to facilitate the long term storage of various fixtures, jigs and large spare parts to assist with the operation of the Red Rock Hydroelectric Plant. The site in question was chosen due to its proximity to the Red Rock Hydroelectric construction site. In addition, MRES believes the impact to the existing road system will likely be lessened if the storage facility is located in close proximity to the construction site.

The Comprehensive Plan--Future Land Use Map targets the area proposed to be rezoned for Preserve which includes areas that should be preserved as natural green space and are primarily defined by the floodplains. Therefore, the proposal to rezone the property to M1 Limited/Light Industrial is not consistent with the Comprehensive Plan. It should also be noted, the proposed rezoning parcel is located in the Flood Plain Overlay District. Therefore, if the rezoning would be approved, prior to development, the necessary flood plain permitting would be required in addition to a site plan. This would include meeting 165.15 Flood Plain Overlay District requirements along with any other governmental approvals (IDNR, for example) as applicable.

The Planning and Zoning Commission approved a conditional rezoning (7 to 1 with 1 abstention) at their June 22, 2015 meeting. The condition or limitation is that the permitted land use for the property be limited to indoor storage only. It is important to note, this condition is included in the proposed ordinance.

ATTACHMENTS: Ordinance, Zoning Map

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve ordinance per Planning and Zoning Commission recommendation.

ORDINANCE NO. 900

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Pella, Iowa, is hereby amended by amending the boundaries of the M1 District to include a parcel of land owned by Kathi Doyle and legally described in Exhibit A that is within the extraterritorial zoning jurisdiction of the City of Pella, Iowa, from an "A1" (Agricultural Zoning District) to a "M1" (Limited/Light Industrial Zoning District).

SECTION 2. USE LIMITATION. Permitted land use for the property shall be limited specifically to indoor storage only.

SECTION 3. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance on the Official Zoning Map.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this ____ day of _____, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

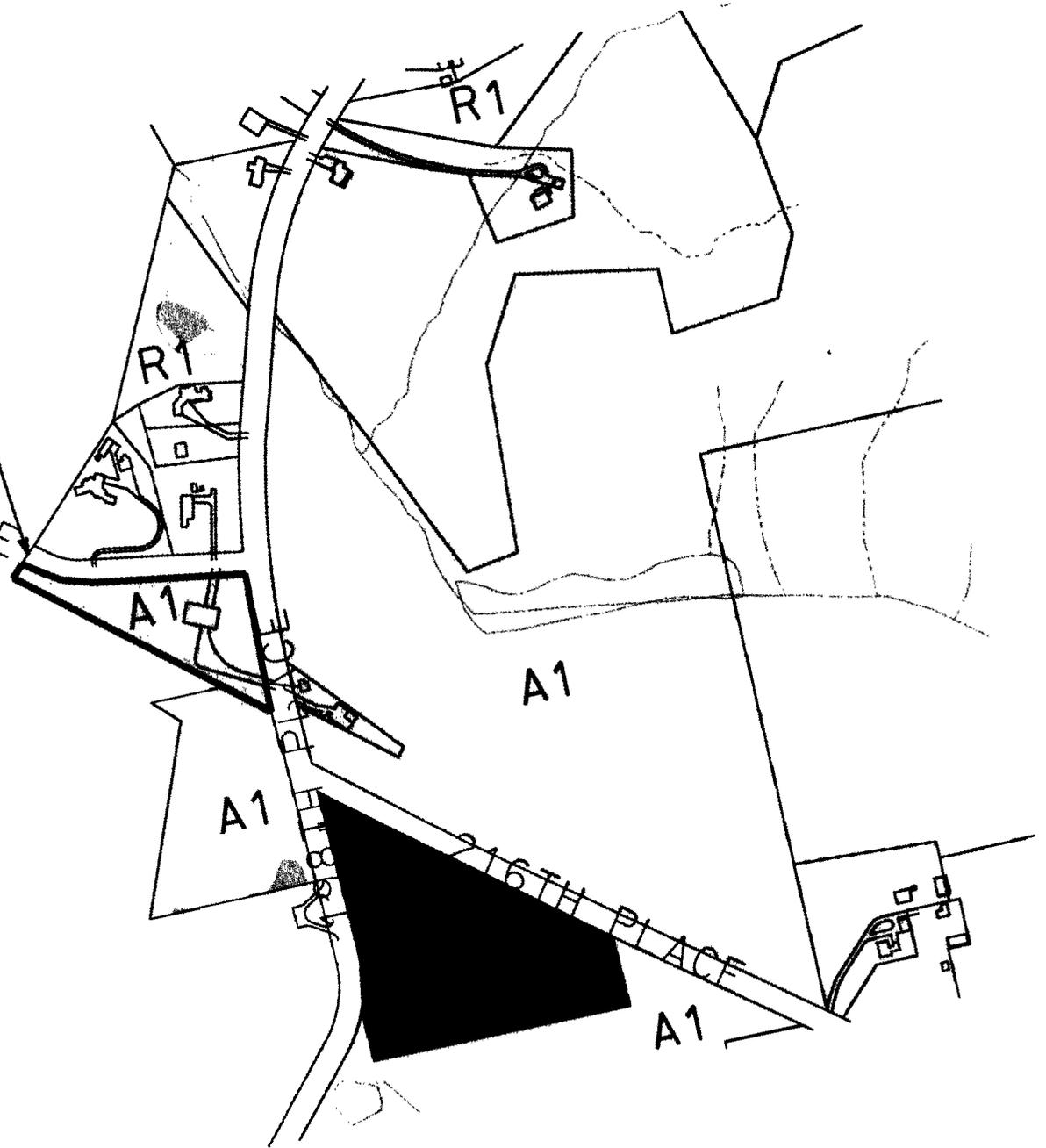
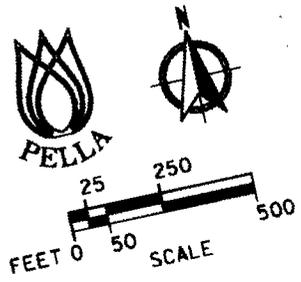
Exhibit A

Lot Four (4) of Lot Three (3) of Lot "D" of the West Half of Section Twenty (20), Township Seventy-six (76) North, Range Eighteen (18) West of the 5th P.M., according to survey recorded in Book 97, page 266, Land Deed Record, Marion County, Iowa.

1011

216TH PLACE

PARCEL



J-1

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
ACCESS SYSTEMS (5520)						
30-00600-08	DEPOSIT REFUND	08/03/2015	08/18/2015	160.08	08/15	400.2210
Total ACCESS SYSTEMS (5520):				160.08		
ACCO UNLIMITED CORP (1020)						
0155004-IN	CHEMICALS - OUTDOOR POOL	07/24/2015	08/18/2015	2,078.36	08/15	100.5.04.4301.6503
0155148-IN	TEST TUBES-INDOOR POOL	07/30/2015	08/18/2015	20.95	08/15	100.5.04.4301.6503
Total ACCO UNLIMITED CORP (1020):				2,099.31		
AHLERS & COONEY P C (1048)						
696820	LEGAL FEES	07/28/2015	08/18/2015	443.00	08/15	100.5.00.6100.6430
696880	MILL FARM LEGAL EXPENSE	07/21/2015	08/18/2015	192.50	08/15	132.5.08.5500.6490
Total AHLERS & COONEY P C (1048):				635.50		
ALLIANT-IES (GAS) (1060)						
072315LIB	GAS-LIB	07/23/2015	08/18/2015	53.56	08/15	100.5.03.4000.6371
072415WWTP	NATURAL GAS-WWTP	07/24/2015	08/18/2015	18.03	08/15	350.5.05.8300.6371
072815-PK	NATURAL GAS - PK	07/28/2015	08/18/2015	29.73	08/15	100.5.09.4200.6371
072915LIFT	NATURAL GAS-LIFT	07/29/2015	08/18/2015	20.43	08/15	350.5.05.8320.6371
073015AIROFF	GAS BILL-AIR OFFICE	07/30/2015	08/18/2015	20.43	08/15	100.5.05.2200.6371
073015AIRPORT	GAS BILL- AIRPORT	07/30/2015	08/18/2015	20.43	08/15	100.5.05.2200.6371
073015PD	UTILITY - GAS EXPENSE	07/30/2015	08/18/2015	273.70	08/15	100.5.01.1000.6371
073115 - PK	NATURAL GAS - PK	07/31/2015	08/18/2015	20.43	08/15	100.5.09.4200.6371
Total ALLIANT-IES (GAS) (1060):				456.74		
ALTORFER INC (1069)						
PC350098333	POWER SUPPLY - PP	08/06/2015	08/18/2015	1,077.88	08/15	400.5.06.8553.9030
Total ALTORFER INC (1069):				1,077.88		
AMAZON (1070)						
071015LIB	ADULT DVDS-LIB	07/10/2015	08/18/2015	270.07	08/15	100.5.03.4000.6516
071015LIB	JUVENILE DVDS-LIB	07/10/2015	08/18/2015	219.19	08/15	100.5.03.4000.6517
071015LIB	ADULT BOOKS-LIB	07/10/2015	08/18/2015	209.15	08/15	100.5.03.4000.6529
071015LIB	JUVENILE BOOKS-LIB	07/10/2015	08/18/2015	86.93	08/15	100.5.03.4000.6534
Total AMAZON (1070):				785.34		
B & B BEDDING INC (1146)						
0077840	PLAYGROUND MULCH-KIWANIS	07/27/2015	08/18/2015	1,460.00	08/15	100.5.09.4200.6560
Total B & B BEDDING INC (1146):				1,460.00		
BAKER & TAYLOR INC-BOOKS (1158)						
2030820851	ADULT BOOKS-LIB	07/06/2015	08/18/2015	195.44	08/15	100.5.03.4000.6529
2030826081	JUVENILE BOOK-LIB	07/07/2015	08/18/2015	76.82	08/15	100.5.03.4000.6534
2030831486	ADULT BOOKS-LIB	07/07/2015	08/18/2015	201.01	08/15	100.5.03.4000.6529
2030845038	ADULT BOOKS-LIB	07/09/2015	08/18/2015	199.48	08/15	100.5.03.4000.6529
2030858176	JUVENILE BOOK-LIB	07/14/2015	08/18/2015	49.67	08/15	100.5.03.4000.6534
2030859461	ADULT BOOKS-LIB	07/15/2015	08/18/2015	187.17	08/15	100.5.03.4000.6529
2030878361	ADULT BOOKS-LIB	07/21/2015	08/18/2015	395.86	08/15	100.5.03.4000.6529
2030887350	YP BOOKS-LIB	07/22/2015	08/18/2015	11.19	08/15	100.5.03.4000.6535
2030887543	JUVENILE BOOK-LIB	07/23/2015	08/18/2015	122.70	08/15	100.5.03.4000.6534
5013726057	ADULT BOOKS-LIB	07/23/2015	08/18/2015	140.38	08/15	100.5.03.4000.6529

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total BAKER & TAYLOR INC-BOOKS (1158):				1,579.72		
BELL, MICHAEL (5521)						
48-05600-00	CREDIT BALANCE REFUND	08/04/2015	08/18/2015	60.97	08/15	001.1199
Total BELL, MICHAEL (5521):				60.97		
BERENS-TATE CONSULTING GROUP (1211)						
733400-000M 0630	FINAL ARBITRAGE CALC 2007 WATER	06/30/2015	08/18/2015	3,000.00	08/15	301.5 05.9042.6802
Total BERENS-TATE CONSULTING GROUP (1211):				3,000.00		
BINNS & STEVENS SPRAYERS (1236)						
17745	DUST CONTROL- PW	07/29/2015	08/18/2015	6,868.25	08/15	115.5.05.2100.6549
Total BINNS & STEVENS SPRAYERS (1236):				6,868.25		
BIOSOLIDS MANAGEMENT GROUP INC (1237)						
4804	LIME REMOVAL	07/31/2015	08/18/2015	6,439.92	08/15	310.5.05.8163.6799
Total BIOSOLIDS MANAGEMENT GROUP INC (1237):				6,439.92		
BITUMINOUS MATERIALS AND SUPPLY LP (5169)						
22130291	SPRAY PATCHER	07/18/2015	08/18/2015	748.80	08/15	115.5.05.2100.6549
22130370	SPRAY PATCHER	07/25/2015	08/18/2015	723.45	08/15	115.5.05.2100.6549
Total BITUMINOUS MATERIALS AND SUPPLY LP (5169):				1,472.25		
BLICK ART MATERIALS (1251)						
4752878	CANVAS & PAINT - ART CENTER	07/31/2015	08/18/2015	190.27	08/15	100.5.04.4110.6544
Total BLICK ART MATERIALS (1251):				190.27		
BOAT'S HOME FURNISHINGS (1266)						
1514580007	EE REBATE	08/11/2015	08/18/2015	570.39	08/15	400.2215
Total BOAT'S HOME FURNISHINGS (1266):				570.39		
BOS LANDEN GOLF RESORT (1303)						
080115 EXP	BOS LANDEN EXP REIMB	08/01/2015	08/05/2015	15,000.76	08/15	100.5.04.4460.6403
080115 SUB	BOS LANDEN REIMB	08/01/2015	08/05/2015	45,000.00	08/15	100.5.04.4460.6403
Total BOS LANDEN GOLF RESORT (1303):				60,000.76		
BROWNELLS INC (1362)						
11508813.00	WEAPON HOLSTER - PD	08/03/2015	08/18/2015	67.94	08/15	100.5.01.1030.6510
Total BROWNELLS INC (1362):				67.94		
C H MC GUINNESS CO INC (1406)						
D50296	BOILER REPAIR - CC	07/28/2015	08/18/2015	1,393.86	08/15	100.5.04.4100.6310
Total C H MC GUINNESS CO INC (1406):				1,393.86		
C L CARROLL CO INC (1407)						
JORDANWELLPP6	PELLA JORDAN WELL	07/24/2015	08/18/2015	594,607.85	08/15	310.5.05.8152.6780

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total C L CARROLL CO INC (1407):				594,607.85		
CABELA'S INC (1409)						
048375835	MUDDER BOOTS	08/05/2015	08/18/2015	94.99	08/15	350.5.05.8330.6546
Total CABELA'S INC (1409):				94.99		
CAPITAL SANITARY SUPPLY (1422)						
C190460	PAPER TOWELS - PK	07/30/2015	08/18/2015	65.08	08/15	100.5.09.4200.6310
C190486	CLEANING SUPPLIES - LIBRARY	07/30/2015	08/18/2015	450.28	08/15	100.5.03.4000.6544
Total CAPITAL SANITARY SUPPLY (1422):				515.36		
CARPENTER UNIFORM CO (1428)						
394187	UNIFORM EXPENSE - PD	07/28/2015	08/18/2015	138.64	08/15	100.5.01.1030.6510
394281	UNIFORM EXPENSE - PD	07/28/2015	08/18/2015	139.96	08/15	100.5.01.1030.6510
Total CARPENTER UNIFORM CO (1428):				278.60		
CDW GOVERNMENT INC (1446)						
WS74651	VIRTUAL PRIVATE NETWORK SOFTW	07/16/2015	08/18/2015	640.00	08/15	186.5.01.1050.6512
WW31300	LARGE FORMAT PRINTER - EL	07/20/2015	08/18/2015	9,111.04	08/15	400.5.06.8921.9020
WW05261	PRINTER CARTRIDGES - EL	07/22/2015	08/18/2015	91.16	08/15	400.5.06.8921.9020
WW93332	LARGE FORMAT COATED PAPER - EL	07/23/2015	08/18/2015	284.70	08/15	400.5.06.8921.9020
XD96568	LIBRARY FIREWALL REPLACEMENT	08/04/2015	08/18/2015	1,032.29	08/15	201.5.00.7099.6725
Total CDW GOVERNMENT INC (1446):				11,159.19		
CENTER POINT LARGE PRINT (1450)						
1298483	LP BOOKS-LIB	07/01/2015	08/18/2015	83.88	08/15	151.5.03.4000.6536
Total CENTER POINT LARGE PRINT (1450):				83.88		
CENTRAL COLLEGE FOOD SERVICE (1453)						
1160	PELLA AREA MEETING LUNCHEON -	07/27/2015	08/18/2015	200.00	08/15	400.5.06.8921.9900
Total CENTRAL COLLEGE FOOD SERVICE (1453):				200.00		
CITY OF PELLA (1503)						
071015WTP	ELECTRICITY	07/10/2015	08/18/2015	45.54	08/15	300.5.05.8110.6370
071315LIFT1	ELECTRIC SERVICE-LIFT 1	07/13/2015	08/18/2015	1,966.90	08/15	350.5.05.8320.6370
071315LIFT1	WATER SERVICE-LIFT 1	07/13/2015	08/18/2015	14.50	08/15	350.5.05.8320.6374
071515HOWELL	ELECTRICITY	07/15/2015	08/18/2015	30.90	08/15	300.5.05.8110.6370
071515HOWELL-LI	ELECTRIC SERVICE-HOWELL LIFT	07/15/2015	08/18/2015	321.30	08/15	350.5.05.8320.6370
071515JORDAN	ELECTRICITY	07/15/2015	08/18/2015	4,422.27	08/15	300.5.05.8110.6370
071515LIFT3	ELECTRIC SERVICE-LIFT3	07/15/2015	08/18/2015	727.86	08/15	350.5.05.8320.6370
071515SENTSCRE	ELECTRIC SERVICE-SENTS CREEK	07/15/2015	08/18/2015	9,952.90	08/15	350.5.05.8300.6370
071515SENTSCRE	WATER SERVICE-SENTS CREEK	07/15/2015	08/18/2015	119.50	08/15	350.5.05.8300.6374
071515SHALLOWE	ELECTRICITY	07/15/2015	08/18/2015	30.90	08/15	300.5.05.8110.6370
071515SHALLOW	ELECTRICITY	07/15/2015	08/18/2015	188.38	08/15	300.5.05.8110.6370
071515SHALLOW	ELECTRICITY	07/15/2015	08/18/2015	30.90	08/15	300.5.05.8110.6370
071515WELLFIELD	ELECTRICITY	07/15/2015	08/18/2015	3,562.86	08/15	300.5.05.8110.6370
071515WTP	ELECTRICITY	07/15/2015	08/18/2015	4,911.93	08/15	300.5.05.8120.6370
071615LIFT2	ELECTRIC SERVICE-LIFT2	07/16/2015	08/18/2015	2,392.82	08/15	350.5.05.8320.6370
071615NTOWER	ELECTRICITY	07/16/2015	08/18/2015	37.43	08/15	300.5.05.8110.6370
07312015-101	UTILITIES - 101 CLARK SUB - EL	07/31/2015	08/18/2015	295.11	08/15	400.5.06.8588.9950
07312015-1011	UTILITIES - 1011 W 10TH SUB - EL	07/31/2015	08/18/2015	503.42	08/15	400.5.06.8588.9950

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
07312015-1015	UTILITIES - 1015 ROOSEVELT SUB - E	07/31/2015	08/18/2015	356.00	08/15	400.5.06.8588.9950
07312015-1108	UTILITIES - 1108 VERMEER SUB - EL	07/31/2015	08/18/2015	719.38	08/15	400.5.06.8588.9950
07312015-1875	ELECTRIC & WATER - PP	07/31/2015	08/18/2015	2,981.11	08/15	400.5.06.8549.9020
07312015-1875A	WATER - 1875 WASH. A - PP	07/31/2015	08/18/2015	63.50	08/15	400.5.06.8548.9030
07312015-222	UTILITIES - 222 TRUMAN - EL	07/31/2015	08/18/2015	826.81	08/15	400.5.06.8588.9920
07312015-222 A	UTILITIES - 222 TRUMAN A - EL	07/31/2015	08/18/2015	34.78	08/15	400.5.06.8588.9920
07312015-515	UTILITIES - 515 HUBER - EL	07/31/2015	08/18/2015	417.98	08/15	400.5.06.8588.9950
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	2,490.92	08/15	100.5.08.2500.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	6,480.20	08/15	100.5.04.4301.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	591.60	08/15	100.5.04.4301.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	136.00	08/15	100.5.04.4301.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	674.62	08/15	100.5.05.6500.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	39.00	08/15	100.5.05.6500.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	46.75	08/15	100.5.05.6500.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	3,254.34	08/15	100.5.04.4300.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	134.50	08/15	100.5.04.4300.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	2,625.14	08/15	100.5.04.4100.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	50.50	08/15	100.5.04.4100.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	59.50	08/15	100.5.04.4100.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	679.46	08/15	100.5.00.6100.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	22.50	08/15	100.5.00.6100.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	25.50	08/15	100.5.00.6100.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	3,923.53	08/15	100.5.03.4000.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	15.50	08/15	100.5.03.4000.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	17.00	08/15	100.5.03.4000.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	1,320.74	08/15	100.5.09.4200.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	220.55	08/15	100.5.09.4200.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	187.00	08/15	100.5.09.4200.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	2,976.17	08/15	100.5.01.1000.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	35.05	08/15	100.5.01.1000.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	34.00	08/15	100.5.01.1000.6375
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	1,465.87	08/15	100.5.02.1100.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	22.50	08/15	100.5.05.2200.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	1,092.60	08/15	100.5.09.4250.6370
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	993.00	08/15	100.5.09.4250.6374
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	18.00	08/15	179.5.09.4200.6564
080415	PUBLIC AUTHORITY	08/04/2015	08/18/2015	5.55	08/15	100.5.09.4245.6374
Total CITY OF PELLA (1503):				64,215.81		
CIVIC SYSTEMS LLC (1508)						
SEPT 24-25 2015	CIVIC SYMPOSIUM	08/04/2015	08/18/2015	390.00	08/15	100.5.00.6100.6230
SEPT 24-25 2015	CIVIC SYMPOSIUM	08/04/2015	08/18/2015	390.00	08/15	100.5.00.6320.6230
Total CIVIC SYSTEMS LLC (1508):				780.00		
COOPER, JONATHAN L (5522)						
71-10116-18	CREDIT BALANCE REFUND	08/06/2015	08/18/2015	69.24	08/15	001.1199
Total COOPER, JONATHAN L (5522):				69.24		
COUNTRY CATERING (1581)						
INV00056	EMPLOYEE SUMMER PICNIC	07/31/2015	08/18/2015	1,400.00	08/15	100.5.00.6320.6412
Total COUNTRY CATERING (1581):				1,400.00		
DAVIS-KORVRIK, CHARLES J (5523)						
75-21020-01	DEPOSIT REFUND	08/03/2015	08/18/2015	29.60	08/15	400.2210

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Total DAVIS-KORVRIK, CHARLES J (5523):				29.60		
DE JONG DOOR SERVICE (1668)						
14896	AMBULANCE BUILING REPAIR	07/17/2015	08/18/2015	320.00	08/15	100.5.08.6400.6310
Total DE JONG DOOR SERVICE (1668):				320.00		
DE LAGE LANDEN PUBLIC FINANCE LLC (4658)						
46462387	COLOR COPIER LEASE-LIB	07/18/2015	08/18/2015	99.50	08/15	100.5.03.4000.6418
Total DE LAGE LANDEN PUBLIC FINANCE LLC (4658):				99.50		
DE RUITER EQUIPMENT (1685)						
072915	TRIMMER LINE - PK	07/29/2015	08/18/2015	10.99	08/15	100.5.09.4200.6590
073015	TRIMMER HEAD -PK	07/30/2015	08/18/2015	27.99	08/15	100.5.09.4200.6350
26554	LAWN MOWER REPAIR	07/25/2015	08/18/2015	58.00	08/15	100.5.05.2200.6350
26564	SPARK PLUG	07/25/2015	08/18/2015	2.50	08/15	350.5.05.8300.6350
Total DE RUITER EQUIPMENT (1685):				99.48		
DE VRIES, LARRY (4967)						
65-00162-00	CREDIT REFUND ON 1703 W 3RD	08/06/2015	08/18/2015	34.14	08/15	001.1199
Total DE VRIES, LARRY (4967):				34.14		
DEMCO (1724)						
5637823	SUPPLIES-LIB	07/10/2015	08/18/2015	171.68	08/15	100.5.03.4000.6543
Total DEMCO (1724):				171.68		
DIAMOND VOGEL PAINTS (1747)						
277161191	PAINT	07/23/2015	08/18/2015	56.25	08/15	115.5.05.2100.6350
277161319	BUILDING MAINTENANCE	07/28/2015	08/18/2015	316.93	08/15	115.5.05.2100.6310
277161375	PAINT	07/30/2015	08/18/2015	407.91	08/15	115.5.05.2100.6310
Total DIAMOND VOGEL PAINTS (1747):				781.09		
DINGEMAN PRODUCTS (4910)						
478	JEFFERSON/MAIN	07/10/2015	08/18/2015	30.00	08/15	115.5.05.2120.6548
479	JEFFERSON/MAIN	07/14/2015	08/18/2015	60.00	08/15	115.5.05.2120.6548
Total DINGEMAN PRODUCTS (4910):				90.00		
DOWIE PEST CONTROL (1801)						
17831	PEST CONTROL - AUG - PD	08/05/2015	08/18/2015	30.00	08/15	100.5.01.1000.6310
Total DOWIE PEST CONTROL (1801):				30.00		
DREYER, KATIE (1810)						
072315LIB	PROGRAM SUPPLIES-LIB	07/23/2015	08/18/2015	17.99	08/15	151.5.03.4000.6564
072315LIB	SUPPLIES-LIB	07/23/2015	08/18/2015	5.99	08/15	100.5.04.4110.6544
Total DREYER, KATIE (1810):				23.98		
DUTCH MILL SUPPLY (1834)						
155452	SHOP SUPPLIES/ STORM	07/29/2015	08/18/2015	19.50	08/15	115.5.05.2120.6548
155972	POOL ANCHOR	07/30/2015	08/18/2015	4.75	08/15	100.5.04.4301.6590

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
156095	4" TILE & CONNECTORS	08/04/2015	08/18/2015	5.88	08/15	300.5.05.8130.6399
Total DUTCH MILL SUPPLY (1834):				30.13		
EAGLE ELECTRIC INC (1845)						
2320	CORE DRILL VERMEER SUBSTATION	07/31/2015	08/18/2015	187.70	08/15	400.5.06.8588.9810
Total EAGLE ELECTRIC INC (1845):				187.70		
EMERGENCY MEDICAL PROD INC (1891)						
1756048	GAUZE - POOL	07/28/2015	08/18/2015	76.15	08/15	100.5.04.4300.6546
1757233	COLD COMPRESS - POOL	07/31/2015	08/18/2015	18.95	08/15	100.5.04.4300.6546
Total EMERGENCY MEDICAL PROD INC (1891):				95.10		
ETHANOL PRODUCTS CO2 (1909)						
CO2144429	CO 2 - WTP	08/05/2015	08/18/2015	1,048.73	08/15	300.5.05.8120.6503
Total ETHANOL PRODUCTS CO2 (1909)				1,048.73		
EVOQUA WATER TECHNOLOGIES LLC (3696)						
902268922	BIOXIDE	07/31/2015	08/18/2015	10,131.96	08/15	350.5.05.8320.6503
Total EVOQUA WATER TECHNOLOGIES LLC (3696):				10,131.96		
FASTENAL COMPANY (1929)						
IAPEA88481	HOLE SAW	07/21/2015	08/18/2015	34.87	08/15	300.5.05.8120.6510
IAPEA88690	ANCHOR SETTING TOOL- POOL	07/30/2015	08/18/2015	.62	08/15	100.5.09.4200.6510
Total FASTENAL COMPANY (1929):				35.49		
FITZSIMMONS, KAREN (1965)						
45-11100-04	DEPOSIT REFUND	07/31/2015	08/18/2015	80.89	08/15	400.2210
Total FITZSIMMONS, KAREN (1965):				80.89		
FOSTER, TIMOTHY OR PATTY (5524)						
15-03100-03	CREDIT BALANCE REFUND	08/05/2015	08/18/2015	132.79	08/15	001.1199
Total FOSTER, TIMOTHY OR PATTY (5524):				132.79		
FOUR SEASONS YARD CARE (1980)						
8840	MOWING- SUB B	07/03/2015	08/18/2015	25.20	08/15	400.5.06.8588.9810
8840	MOWING- SUB C	07/03/2015	08/18/2015	21.00	08/15	400.5.06.8588.9810
8840	MOWING- SUB D	07/03/2015	08/18/2015	12.60	08/15	400.5.06.8588.9810
8840	MOWING- SUB E	07/03/2015	08/18/2015	16.80	08/15	400.5.06.8588.9810
8840	MOWING- SUB VM	07/03/2015	08/18/2015	25.20	08/15	400.5.06.8588.9810
8840	MOWING- WEST 1ST	07/03/2015	08/18/2015	100.00	08/15	400.5.06.8588.9810
8840	MOWING- WAREHOUSE	07/03/2015	08/18/2015	105.00	08/15	400.5.06.8588.9300
8840	MOWING- SUBSTATION 1015	07/03/2015	08/18/2015	267.75	08/15	400.5.06.8566.9030
8840	MOWING- W-1	07/03/2015	08/18/2015	157.50	08/15	400.5.06.8562.9030
8840	MOWING-CLARK ST SUB STATION	07/03/2015	08/18/2015	340.00	08/15	400.5.06.8588.9810
8840	MOWING-SUB W-2	07/03/2015	08/18/2015	157.50	08/15	400.5.06.8549.9020
8840	MOWING-LIFT 1	07/03/2015	08/18/2015	105.00	08/15	350.5.05.8320.6320
8840	MOWING-LIFT 2	07/03/2015	08/18/2015	15.75	08/15	350.5.05.8320.6320
8840	MOWING-HOWELL STATION-1	07/03/2015	08/18/2015	16.80	08/15	350.5.05.8320.6320
8840	MOWING-WASTEWATER PLANT	07/03/2015	08/18/2015	630.00	08/15	350.5.05.8300.6320
8840	MOWING-WW HOLDING POND	07/03/2015	08/18/2015	180.00	08/15	350.5.05.8300.6320

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
8840	MOWING-HOWELL STATION-2	07/03/2015	08/18/2015	16.80	08/15	300.5.05.8110.6320
8840	MOWING-WATER PLANT	07/03/2015	08/18/2015	630.00	08/15	300.5.05.8120.6320
8840	MOWING-EXIT 41	07/03/2015	08/18/2015	120.00	08/15	115.5.05.2100.6403
8840	MOWING-EXIT 42	07/03/2015	08/18/2015	120.00	08/15	115.5.05.2100.6403
8866	CONTRACT MOWING	07/23/2015	08/18/2015	1,190.00	08/15	100.5.09.4200.6403
8873	GROUND STERILIZER	07/23/2015	08/18/2015	350.00	08/15	115.5.05.2100.6403
8919	MOW EQ BASIN	07/27/2015	08/18/2015	150.00	08/15	350.5.05.8300.6320
Total FOUR SEASONS YARD CARE (1980):				4,752.90		
FPL ENERGY HANCOCK CTY WIND (1982)						
080715	PURCHASED POWER - RESALE (WIN	08/07/2015	08/07/2015	8,311.79	08/15	400.5.06.8555.9501
Total FPL ENERGY HANCOCK CTY WIND (1982):				8,311.79		
GALE/CENGAGE LEARNING INC (2017)						
55462644	LP BOOKS - LIBRARY	07/08/2015	08/18/2015	50.23	08/15	151.5.03.4000.6536
55539654	ADULT BOOK-LIB	07/22/2015	08/18/2015	19.46	08/15	100.5.03.4000.6529
Total GALE/CENGAGE LEARNING INC (2017):				69.69		
GONOKOBRA ENTERPRISES INC (2072)						
4517	VEHICLE EXPENSE - PD	07/31/2015	08/18/2015	47.25	08/15	100.5.01.1030.6330
Total GONOKOBRA ENTERPRISES INC (2072):				47.25		
GOODENOW, COREY (4984)						
080715	GFOA CONFERENCE TOLL FEES	08/07/2015	08/18/2015	12.70	08/15	100.5.00.6100.6260
Total GOODENOW, COREY (4984):				12.70		
GPM (5503)						
IE-2314	POWER PACK	07/29/2015	08/18/2015	244.70	08/15	350.5.05.8300.6510
IE-2314	SHIPPING	07/29/2015	08/18/2015	17.50	08/15	350.5.05.8300.6531
Total GPM (5503):				262.20		
GRAVERT, KATHERINE (5525)						
39-01807-25	DEPOSIT REFUND	08/03/2015	08/18/2015	36.24	08/15	400.2210
Total GRAVERT, KATHERINE (5525):				36.24		
GRITTERS ELECTRIC (2104)						
00075345	INDOOR BOILER REPAIR - POOL	07/27/2015	08/18/2015	106.00	08/15	100.5.04.4300.6310
00075346	SUNKEN GARDENS WINDMILL REPAI	07/27/2015	08/18/2015	56.00	08/15	100.5.09.4200.6310
Total GRITTERS ELECTRIC (2104):				162.00		
GUIDEPOSTS PUBLICATIONS (5360)						
072715LIB	ADULT BOOK-LIB	07/27/2015	08/18/2015	17.74	08/15	100.5.03.4000.6529
080315LIB	ADULT BOOK-LIB	08/03/2015	08/18/2015	17.74	08/15	100.5.03.4000.6529
Total GUIDEPOSTS PUBLICATIONS (5360):				35.48		
HACH COMPANY (2136)						
9508720	LAB SUPPLIES - WTP	08/04/2015	08/18/2015	342.38	08/15	300.5.05.8120.6547

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Total HACH COMPANY (2136):				342.38		
HANSON, DAVID (5538)						
1511580079	EE REBATE - EL	08/11/2015	08/18/2015	30.00	08/15	400.2215
Total HANSON, DAVID (5538):				30.00		
HARRIS, CRAIG W (5526)						
71-10010-25	CREDIT BALANCE REFUND	08/06/2015	08/18/2015	65.19	08/15	001.1199
Total HARRIS, CRAIG W (5526):				65.19		
HAWKINS INC (2198)						
3762599 RI	CHEMICALS & SUPPLIES	08/05/2015	08/18/2015	583.76	08/15	300.5.05.8120.6503
Total HAWKINS INC (2198):				583.76		
HERRINGER, KAREN (5536)						
1511580076	EE REBATE - EL	08/11/2015	08/18/2015	30.00	08/15	400.2215
Total HERRINGER, KAREN (5536):				30.00		
HEWLETT-PACKARD (2245)						
56210236	CITY COMPUTER REPLACEMENT PR	07/24/2015	08/18/2015	13,019.20	08/15	201.5.00.7090.6725
Total HEWLETT-PACKARD (2245):				13,019.20		
HORBACH, TYLER L (5528)						
51-18022-10	DEPOSIT REFUND	07/31/2015	08/18/2015	3.25	08/15	400.2210
Total HORBACH, TYLER L (5528):				3.25		
HY-VEE (2328)						
297334	SAMPLER ICE	07/30/2015	08/18/2015	15.92	08/15	350.5.05.8300.6547
4703624716	ICE - POOL	07/30/2015	08/18/2015	15.92	08/15	100.5.04.4301.6590
4703863593	ICE - POOL	08/03/2015	08/18/2015	15.92	08/15	100.5.04.4301.6590
4704093824	ICE & SPOONS - POOL	08/07/2015	08/18/2015	18.88	08/15	100.5.04.4310.6530
Total HY-VEE (2328):				66.64		
IA DEPT OF NATURAL RES (2352)						
081215WWTP	NPDES FEE- WWTP	08/12/2015	08/18/2015	1,275.00	08/15	350.5.05.8310.6414
Total IA DEPT OF NATURAL RES (2352):				1,275.00		
IA DIVISION OF LABOR SERVICES (2364)						
143945	BOILER INSPECTION-LIB	07/08/2015	08/18/2015	40.00	08/15	100.5.03.4000.6310
Total IA DIVISION OF LABOR SERVICES (2364):				40.00		
IA LAW ENFORCEMENT ACADEMY (2376)						
302945	TRAINING - PRECISION DRIVING - PD	08/03/2015	08/18/2015	500.00	08/15	100.5.01.1030.6230
302974	TRAINING - COLLAPSIBLE BATON - P	08/06/2015	08/18/2015	125.00	08/15	100.5.01.1030.6230
CR10002901	CREDIT MEMO - PD	03/30/2015	08/18/2015	100.00-	08/15	100.5.01.1030.6230
CR10003141	CREDIT MEMO - PD	05/05/2015	08/18/2015	100.00-	08/15	100.5.01.1030.6230
CR10003142	CREDIT MEMO - PD	05/08/2015	08/18/2015	100.00-	08/15	100.5.01.1030.6230

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Total IA LAW ENFORCEMENT ACADEMY (2376):				325.00		
IA LIBRARY SERVICES (3805)						
16-19331	EBSCO HOST SUBSCRIPTION-LIB	07/20/2015	08/18/2015	542.60	08/15	100.5.03.4000.6538
Total IA LIBRARY SERVICES (3805):				542.60		
IA MUNICIPALITIES WORKERS' (2382)						
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	1,605.00	08/15	115.5.05.2100.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	116.00	08/15	100.5.04.4100.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	800.00	08/15	300.5.05.8100.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	1,914.00	08/15	400.5.06.8925.9740
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	379.00	08/15	350.5.05.8300.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	638.00	08/15	100.5.02.1100.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	41.00	08/15	100.5.01.1000.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	509.00	08/15	100.5.01.1010.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	1,947.00	08/15	100.5.01.1030.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	90.00	08/15	100.5.01.1070.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	2.00	08/15	100.5.00.6000.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	61.00	08/15	100.5.00.6100.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	103.00	08/15	100.5.03.4000.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	519.00	08/15	100.5.04.4300.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	592.00	08/15	100.5.09.4200.6160
INV58544	WORK COMP PREMIUM	08/01/2015	08/18/2015	209.00	08/15	100.5.05.5000.6160
Total IA MUNICIPALITIES WORKERS' (2382):				9,525.00		
IA PRISON INDUSTRIES (2392)						
936949	SIGNS	07/27/2015	08/18/2015	71.00	08/15	115.5.05.2100.6532
Total IA PRISON INDUSTRIES (2392):				71.00		
IDEAL READY MIX COMPANY (2429)						
456641	CONCRETE	07/18/2015	08/18/2015	1,061.50	08/15	300.5.05.8130.6399
456642	CONCRETE	07/18/2015	08/18/2015	1,309.00	08/15	300.5.05.8130.6399
457244	HEMLOCK/N. PRAIRIE	07/25/2015	08/18/2015	140.25	08/15	115.5.05.2100.6549
458542	CONCRETE SOLIDS	08/01/2015	08/18/2015	410.40	08/15	300.5.05.8130.6399
458543	CONCRETE	08/01/2015	08/18/2015	45.00	08/15	300.5.05.8130.6399
458544	CONCRETE	08/01/2015	08/18/2015	932.00	08/15	300.5.05.8130.6399
458545	CONCRETE	08/01/2015	08/18/2015	794.75	08/15	300.5.05.8130.6399
Total IDEAL READY MIX COMPANY (2429):				4,692.90		
IDEXX DISTRIBUTION CORPORATION (2432)						
291469089	LAB SUPPLIES	07/30/2015	08/18/2015	606.75	08/15	300.5.05.8120.6547
291618159	LAB SUPPLIES	08/03/2015	08/18/2015	192.58	08/15	300.5.05.8120.6547
Total IDEXX DISTRIBUTION CORPORATION (2432):				799.33		
IRBY (2483)						
S008980899.001	GOAB REPAIR INTERRUPTER - EL	07/22/2015	08/18/2015	535.00	08/15	400.5.06.8583.9030
Total IRBY (2483):				535.00		
JOHN DEER FINANCIAL (2528)						
2439922	STEEL ROD	07/01/2015	08/18/2015	8.99	08/15	300.5.05.8130.6399
2456227	PUSH BROOM AND DUST PAN	07/29/2015	08/18/2015	36.73	08/15	100.5.09.4200.6590

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2456240	DOOR SEALING	07/29/2015	08/18/2015	7.98	08/15	100.5.02.1100.6310
2456283	CORD	07/29/2015	08/18/2015	7.99	08/15	300.5.05.8140.6510
2456434	FIBERGLASS POSTS-METER PITS	07/29/2015	08/18/2015	13.96	08/15	300.5.05.8140.6350
2456458	ENGINE OIL/TREATMENT/TOWELS -P	07/29/2015	08/18/2015	29.22	08/15	100.5.09.4200.6590
2456765	ALKALINE BATTERIES - EL	07/30/2015	08/18/2015	23.78	08/15	400.5.06.8588.9950
2456776	PHONE CHARGER -PK	07/30/2015	08/18/2015	22.98	08/15	100.5.09.4200.6590
2456893	BRUSH KILLER	07/30/2015	08/18/2015	49.99	08/15	350.5.05.8300.6320
2457041	CABLE TIES - SCADA UPGRADES - EL	07/30/2015	08/18/2015	14.85	08/15	410.5.06.8977.3970
2457329	WEST MARKET WOOD SPRAYERS	07/31/2015	08/18/2015	35.96	08/15	100.5.09.4200.6590
2459006	CAUTION TAPE AND BARREL PUMP	08/03/2015	08/18/2015	61.97	08/15	100.5.09.4200.6590
2459235	PAINT SUPPLIES	08/03/2015	08/18/2015	17.22	08/15	115.5.05.2100.6310
2460189	SAFETY APPAREL - PP	08/05/2015	08/18/2015	105.90	08/15	400.5.06.8549.9020
Total JOHN DEER FINANCIAL (2528):				437.52		
KELLY SUPPLY CO (2579)						
8156502-0	PHOTO CONTROLS/PLUG	08/06/2015	08/18/2015	70.08	08/15	350.5.05.8300.6310
Total KELLY SUPPLY CO (2579):				70.08		
KNEE, ALEX K (5533)						
79-10978-16	DEPOSIT REFUND	08/07/2015	08/18/2015	19.07	08/15	400.2210
Total KNEE, ALEX K (5533):				19.07		
KNIA KRLS (2630)						
0180-072915	RADIO EXPENSE	07/29/2015	08/18/2015	87.95	08/15	100.5.00.6350.6402
Total KNIA KRLS (2630):				87.95		
KONE INC (2643)						
949041394	DUMBWAITER MAINT-LIB	07/01/2015	08/18/2015	115.47	08/15	100.5.03.4000.6310
Total KONE INC (2643):				115.47		
LAMPERT LUMBER (2653)						
9095722	LEATHER GLOVES	07/16/2015	08/18/2015	399.86	08/15	201.5.02.7044.6727
9096222	SHOP SUPPLIES	07/27/2015	08/18/2015	66.58	08/15	115.5.05.2100.6545
9096397	FORM BOARDS	07/30/2015	08/18/2015	21.58	08/15	115.5.05.2100.6545
9096443	SHOP PAINT SUPPLIES	07/31/2015	08/18/2015	7.94	08/15	115.5.05.2100.6330
Total LAMPERT LUMBER (2653):				495.96		
LASER RESOURCES LLC (4705)						
AR343703	COPIER USAGE - EL	08/01/2015	08/18/2015	53.61	08/15	400.5.06.8588.9920
AR343753	COLOR COPIER MAINT-LIB	08/01/2015	08/18/2015	50.81	08/15	100.5.03.4000.6418
Total LASER RESOURCES LLC (4705):				104.42		
LEE, CALEB (2729)						
51-14000-06	DEPOSIT REFUND	08/06/2015	08/18/2015	145.93	08/15	400.2210
Total LEE, CALEB (2729):				145.93		
LISCO (2761)						
1599849	MONTHLY INTERNET- LIB	07/07/2015	08/18/2015	92.17	08/15	100.5.03.4000.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.56	08/15	400.5.06.8549.9020
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.56	08/15	100.5.05.6500.6373

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1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.56	08/15	400.5.06.8588.9920
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.56	08/15	100.5.00.6200.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.56	08/15	350.5.05.8310.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.55	08/15	300.5.05.8100.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.55	08/15	100.5.01.1010.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.55	08/15	100.5.04.4100.6373
1602332	INTERNET ACCESS	08/06/2015	08/18/2015	55.55	08/15	100.5.04.4300.6373
1602554	RDSL - POLICE	08/06/2015	08/18/2015	48.00	08/15	100.5.01.1040.6373
Total LISCO (2761):				640.17		
LOGAN CONTRACTORS SUPPLY (2769)						
K22687	MARKING PAINT/ST	07/23/2015	08/18/2015	47.40	08/15	115.5.05.2100.6545
K24658	DIAMOND SAW-PWS	07/29/2015	08/18/2015	310.00	08/15	115.5.05.2100.6545
K24658	DIAMOND SAW-WTP	07/29/2015	08/18/2015	310.00	08/15	300.5.05.8130.6510
Total LOGAN CONTRACTORS SUPPLY (2769):				667.40		
M&M SALES COMPANY (2794)						
239534	PRINTER MAINTENANCE	07/28/2015	08/18/2015	93.25	08/15	100.5.00.6100.6403
Total M&M SALES COMPANY (2794):				93.25		
MAHASKA BOTTLING/PEPSI-COLA (2803)						
11726888	POP-POOL	07/29/2015	08/18/2015	149.06	08/15	100.5.04.4310.6530
11741144	POP-POOL	08/06/2015	08/18/2015	152.00	08/15	100.5.04.4310.6530
Total MAHASKA BOTTLING/PEPSI-COLA (2803):				301.06		
MALIN, LESLIE (5103)						
1511580077	EE REBATE	08/11/2015	08/18/2015	30.00	08/15	400.2215
Total MALIN, LESLIE (5103):				30.00		
MARCO INC (4674)						
INV2691203	COPIER MAINENANCE-LIB	07/02/2015	08/18/2015	64.22	08/15	100.5.03.4000.6418
Total MARCO INC (4674):				64.22		
MARION CTY BANK (2826)						
073115	ELECTRONIC BANKING SERVICES	07/31/2015	08/18/2015	123.75	08/15	100.5.00.6310.6499
Total MARION CTY BANK (2826):				123.75		
MARTIN MARIETTA MATERIALS (2842)						
15686160	ROCK	07/23/2015	08/18/2015	750.69	08/15	300.5.05.8130.6399
15717669	SPRAY PATCHER	07/27/2015	08/18/2015	103.29	08/15	115.5.05.2100.6549
15747182	ROCK BILL	07/30/2015	08/18/2015	846.60	08/15	115.5.05.2100.6549
15785104	SPRAY PATCHER	07/31/2015	08/18/2015	110.18	08/15	115.5.05.2100.6549
Total MARTIN MARIETTA MATERIALS (2842):				1,810.76		
MEDIACOM (5331)						
071415PW	INTERNET BILL	07/14/2015	08/18/2015	135.90	08/15	100.5.05.6500.6373
072815PD	INTERNET EXP-PD	07/28/2015	08/18/2015	135.90	08/15	100.5.01.1010.6373
Total MEDIACOM (5331):				271.80		

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MENNINGA PEST CONTROL (2913)						
41111	PEST CONTROL - EL	08/03/2015	08/18/2015	41.73	08/15	400.5.06.8588.9300
41112	PEST CONTROL - PK	08/03/2015	08/18/2015	32.00	08/15	100.5.09.4200.6403
41217	MONTHLY SERVICE-LIB	08/04/2015	08/18/2015	42.00	08/15	100.5.03.4000.6310
41337	PEST CONTROL SUBS - EL	08/03/2015	08/18/2015	53.50	08/15	400.5.06.8588.9810
Total MENNINGA PEST CONTROL (2913):				169.23		
METERING & TECHNOLOGY SOLUTIONS (4934)						
4116	WATER METER	07/23/2015	08/18/2015	1,035.42	08/15	300.5.05.8140.6350
4133	WATER METERS	07/24/2015	08/18/2015	1,188.23	08/15	300.5.05.8140.6350
4200	WATER METERS	07/31/2015	08/18/2015	2,440.02	08/15	300.5.05.8140.6350
4226	WATER METERS	08/05/2015	08/18/2015	2,446.37	08/15	300.5.05.8140.6350
4258	WATER METER	08/07/2015	08/18/2015	2,449.64	08/15	300.5.05.8140.6350
Total METERING & TECHNOLOGY SOLUTIONS (4934):				9,559.68		
MICROMARKETING LLC (2949)						
581278	ADULT AUDIO BOOK-LIB	07/09/2015	08/18/2015	114.98	08/15	100.5.03.4000.6518
582563	ADULT AUDIO BOOK-LIB	07/16/2015	08/18/2015	44.98	08/15	100.5.03.4000.6518
Total MICROMARKETING LLC (2949):				159.96		
MIDLAND SCIENTIFIC INC (2957)						
5450650	LAB CHEMICALS	06/10/2015	08/18/2015	104.02	08/15	300.5.05.8120.6547
5462718	LAB CHEMICALS	08/03/2015	08/18/2015	186.14	08/15	300.5.05.8120.6547
Total MIDLAND SCIENTIFIC INC (2957):				290.16		
MIDTOWN TIRE COMPANY (2961)						
152297	VEHICLE REPAIR - PD	07/01/2015	08/18/2015	16.82	08/15	100.5.01.1030.6330
152306	VEHICLE REPAIR - PD	08/03/2015	08/18/2015	16.82	08/15	100.5.01.1030.6330
152473	VEHICLE REPAIR - PD	08/07/2015	08/18/2015	16.82	08/15	100.5.01.1030.6330
Total MIDTOWN TIRE COMPANY (2961):				50.46		
MIDWEST AUTOMATED TIME SYSTEM (2964)						
56171A	TIME CARDS	08/04/2015	08/18/2015	35.00	08/15	100.5.05.6500.6417
Total MIDWEST AUTOMATED TIME SYSTEM (2964):				35.00		
MIDWEST SANITATION (2981)						
080415	MIDWEST SANITATION - GARBAGE H	08/04/2015	08/18/2015	18,511.94	08/15	195.5.05.8400.6403
619383	PORT-O-LET KIWANIS - PK	07/31/2015	08/18/2015	120.00	08/15	100.5.09.4200.6403
670810 073115	YARD WASTE BAGS	07/31/2015	08/18/2015	475.00	08/15	195.5.05.8400.6544
Total MIDWEST SANITATION (2981):				19,106.94		
MUNICIPAL SUPPLY INC (3052)						
0596733-IN	DISTRIBUTION SUPPLIES	07/27/2015	08/18/2015	879.75	08/15	300.5.05.8130.6399
0596734-IN	12" MJ VALVE	07/27/2015	08/18/2015	1,689.00	08/15	300.5.05.8130.6399
0597416-IN	DISTRIBUTION SUPPLIES	07/31/2015	08/18/2015	2,999.00	08/15	300.5.05.8130.6399
0597417-IN	DISTRIBUTION SUPPLIES	07/31/2015	08/18/2015	240.00	08/15	300.5.05.8130.6399
0598126-IN	DISTRIBUTION SUPPLIES	08/07/2015	08/18/2015	619.40	08/15	300.5.05.8130.6399
0598127-IN	DISTRIBUTION SUPPLIES	08/07/2015	08/18/2015	847.50	08/15	300.5.05.8130.6399
Total MUNICIPAL SUPPLY INC (3052):				7,274.65		

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NARDINI, MIKE (3074)						
080715	MRES LEGAL CONFERENCE REIMBU	08/07/2015	08/18/2015	531.71	08/15	100.5.00.6100.6240
Total NARDINI, MIKE (3074):				531.71		
NIKKEL, LEO (5529)						
71-00141-00	CREDIT BALANCE REFUND	08/04/2015	08/18/2015	95.47	08/15	001.1199
Total NIKKEL, LEO (5529):				95.47		
OATI (OPEN ACCESS TECH INTER) (3170)						
113205	TAGGING - EL	08/01/2015	08/18/2015	469.71	08/15	400.5.06.8565.9520
Total OATI (OPEN ACCESS TECH INTER) (3170):				469.71		
OCLC (3172)						
0000408694	MONTHLY SERVICE-LIB	07/31/2015	08/18/2015	382.73	08/15	100.5.03.4000.6422
Total OCLC (3172):				382.73		
OSKALOOSA HERALD (3200)						
85	LEGAL PUBLICATIONS	07/31/2015	08/18/2015	557.70	08/15	100.5.00.6000.6414
Total OSKALOOSA HERALD (3200):				557.70		
PELLA CAR CARE (3257)						
0214527	TRUCK REPAIR #112 - PK	07/27/2015	08/18/2015	200.91	08/15	100.5.09.4200.6330
02147322	TRUCK REPAIR-BRAKES #106 - PK	07/16/2015	08/18/2015	510.91	08/15	100.5.09.4200.6330
Total PELLA CAR CARE (3257):				711.82		
PELLA COOP ELECTRIC ASSN (3268)						
080715AIR	ELEC BILL-AIRPORT	08/07/2015	08/18/2015	840.81	08/15	100.5.05.2200.6370
Total PELLA COOP ELECTRIC ASSN (3268):				840.81		
PELLA GLASS/HOME IMP (3275)						
85878	DOOR CLOSER N DOOR -CC	07/28/2015	08/18/2015	135.00	08/15	100.5.04.4100.6310
Total PELLA GLASS/HOME IMP (3275):				135.00		
PELLA LOCK & KEY (3282)						
961676	LOCK WORK - CC	08/03/2015	08/18/2015	64.00	08/15	100.5.04.4100.6310
Total PELLA LOCK & KEY (3282):				64.00		
PELLA PRINTING CO (3292)						
47347	NEWSLETTER-AUG 2015	07/23/2015	08/18/2015	340.00	08/15	100.5.00.6350.6417
Total PELLA PRINTING CO (3292):				340.00		
PELLA PUBLIC LIBRARY (3294)						
080315LIB	POSTAGE-LIBRARY	08/03/2015	08/18/2015	225.00	08/15	100.5.03.4000.6531
Total PELLA PUBLIC LIBRARY (3294):				225.00		
PELLA REGIONAL HEALTH CENTER (3295)						
073115PD	DETAINEE MEALS - PD	07/31/2015	08/18/2015	16.00	08/15	100.5.01.1020.6425

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Total PELLA REGIONAL HEALTH CENTER (3295):				16.00		
PELLA RENTAL & SALES INC (3297)						
1-511138	POST HOLE DIGGER-LIONS	08/04/2015	08/18/2015	107.00	08/15	100.5.09.4200.6418
Total PELLA RENTAL & SALES INC (3297):				107.00		
PENATE HENRIQUEZ, DAVID J (5527)						
15-20900-13	DEPOSIT REFUND	08/03/2015	08/18/2015	80.04	08/15	400.2210
Total PENATE HENRIQUEZ, DAVID J (5527):				80.04		
PFADENHAUER, ROGER (3321)						
33-13300-11	CREDIT BALANCE REFUND	08/06/2015	08/18/2015	51.31	08/15	001.1199
Total PFADENHAUER, ROGER (3321):				51.31		
PLATE, LARRY (5537)						
1511580078	EE REBATE - EL	08/11/2015	08/18/2015	30.00	08/15	400.2215
Total PLATE, LARRY (5537):				30.00		
PLUMB SUPPLY COMPANY (3357)						
3486479	HEMLOCK/ N. PRAIRIE	07/24/2015	08/18/2015	11.67	08/15	115.5.05.2120.6548
3488116	STORM SEWER PARTS	07/27/2015	08/18/2015	25.84	08/15	115.5.05.2120.6548
3501698	PIPE & COUPLING	08/05/2015	08/18/2015	24.86	08/15	300.5.05.8130.6399
3503068	SCHEDULE 80 PVC	08/06/2015	08/18/2015	49.47	08/15	300.5.05.8120.6544
3503598	BUSHING & ADAPTER	08/06/2015	08/18/2015	7.70	08/15	300.5.05.8120.6544
Total PLUMB SUPPLY COMPANY (3357):				119.54		
PRAXAIR DISTRIBUTION INC (3385)						
53369234	CYLINDER RENTAL - EL	07/31/2015	08/18/2015	44.57	08/15	400.5.06.8588.9950
Total PRAXAIR DISTRIBUTION INC (3385):				44.57		
QUILL CORPORATION (3420)						
6256276	SUPPLIES-LIB	07/27/2015	08/18/2015	76.03	08/15	100.5.03.4000.6543
Total QUILL CORPORATION (3420):				76.03		
R N C INVESTMENTS (5530)						
15-01502-23	CREDIT BALANCE REFUND	08/05/2015	08/18/2015	3.95	08/15	001.1199
Total R N C INVESTMENTS (5530):				3.95		
RACOM CORPORATION (3429)						
5B109578	PAGER REPAIR	08/07/2015	08/18/2015	23.75	08/15	100.5.02.1100.6510
Total RACOM CORPORATION (3429):				23.75		
RECREONICS INC ETAL (3448)						
700032	HEAD IMMOBILIZER - POOL	07/28/2015	08/18/2015	282.72	08/15	100.5.04.4300.6546
Total RECREONICS INC ETAL (3448):				282.72		

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REGENT BOOK CO (3458)						
51746	ADULT BOOKS - LIBRARY	07/21/2015	08/18/2015	16.01	08/15	100.5.03.4000.6529
Total REGENT BOOK CO (3458):				16.01		
RESCO (3480)						
612609-00	FIBER-CRETE VAULT 24X36X24 - EL	08/05/2015	08/18/2015	2,610.41	08/15	410.5.06.8993.3670
615830-00	BUS CONNECTORS - EL	07/29/2015	08/18/2015	565.16	08/15	400.5.06.8584.9030
Total RESCO (3480):				3,175.57		
RHINE GROUP LLC (5519)						
10249	WEAPONS - PD	07/31/2015	08/18/2015	1,607.00	08/15	100.5.01.1030.6510
Total RHINE GROUP LLC (5519):				1,607.00		
RISE BROADBAND (5487)						
8/9-9/8/15	ENTERPRISE NETWORK SERVICE - E	08/08/2015	08/18/2015	137.98	08/15	400.5.06.8562.9030
8/9-9/8/15	ENTERPRISE NETWORK SERVICE - E	08/08/2015	08/18/2015	137.98	08/15	400.5.06.8592.9030
Total RISE BROADBAND (5487):				275.96		
ROBERT & DOROTHY VAN VARK FAMILY TRUST (5532)						
72-06402-03	CREDIT BALANCE REFUND	08/04/2015	08/18/2015	43.34	08/15	001.1199
Total ROBERT & DOROTHY VAN VARK FAMILY TRUST (5532):				43.34		
ROCKMOUNT RESEARCH & ALLOYS (3515)						
1209518	WELDING SUPPLIES	07/24/2015	08/18/2015	290.47	08/15	115.5.05.2100.6330
Total ROCKMOUNT RESEARCH & ALLOYS (3515):				290.47		
SAFE BUILDING COMPLIANCE & TEC (3587)						
1527	BACK UP ELECTRICAL INSPECTIONS	08/01/2015	08/18/2015	492.30	08/15	100.5.05.5000.6403
Total SAFE BUILDING COMPLIANCE & TEC (3587):				492.30		
SAFETY KLEEN SYSTEMS INC (3590)						
67411907	PARTS WASHER SERVICE - PP	07/23/2015	08/18/2015	207.90	08/15	400.5.06.8549.9020
Total SAFETY KLEEN SYSTEMS INC (3590):				207.90		
SANDERSON, MICHAEL P (5531)						
6-10801-19	DEPOSIT REFUND	08/03/2015	08/18/2015	101.27	08/15	400.2210
Total SANDERSON, MICHAEL P (5531):				101.27		
SCHWEITZER ENGINEERING LABORATORIES INC (4506)						
68255-660108	TIME SYNC CABLE - EL	07/27/2015	08/18/2015	214.86	08/15	410.5.06.8981.3530
68255-660271	AUTOMATION CONTROLLER - EL	07/28/2015	08/18/2015	2,273.70	08/15	410.5.06.8977.3970
68255-660385	TIME SYNC ANTENNA - EL	07/28/2015	08/18/2015	244.86	08/15	410.5.06.8981.3530
68255-660553	TRANSFORMER DIFFERENTIAL RELA	07/29/2015	08/18/2015	17,596.00	08/15	410.5.06.8977.3970
Total SCHWEITZER ENGINEERING LABORATORIES INC (4506):				20,329.42		
SHA-RAN WINDOW SERVICES (3668)						
072715	WINDOW CLEANING-CH	07/27/2015	08/18/2015	18.00	08/15	100.5.00.6100.6310

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Total SHA-RAN WINDOW SERVICES (3668):				18.00		
SISCO (3718)						
080515	FLEX SPENDING CLAIMS	08/05/2015	08/05/2015	276.20	08/15	191.5.08.9200.6157
081115	FLEX SPENDING CLAIMS	08/11/2015	08/11/2015	1,071.52	08/15	191.5.08.9200.6157
169577	FIXED INSURANCE COSTS	08/01/2015	08/18/2015	182.75	08/15	191.5.08.9200.6157
169577	FIXED INSURANCE COSTS	08/01/2015	08/18/2015	48,617.14	08/15	191.5.08.9200.6152
169577	FIXED INSURANCE COSTS	08/01/2015	08/18/2015	691.39	08/15	191.5.08.9200.6196
169577	FIXED INSURANCE COSTS	08/01/2015	08/18/2015	1,500.00	08/15	191.5.08.9200.6196
Total SISCO (3718):				52,339.00		
SKYLINE READY MIX (3723)						
7181	E 3RD/ UNIVERSITY	07/13/2015	08/18/2015	219.50	08/15	201.5.05.7115.6790
7182	E. 8TH STREET	07/13/2015	08/18/2015	3,128.01	08/15	115.5.05.2100.6549
7327	HEMLOCK/PRAIRIE	07/27/2015	08/18/2015	1,026.26	08/15	115.5.05.2100.6549
7327	SIDEWALK REPAIR	07/27/2015	08/18/2015	300.00	08/15	201.5.05.7115.6790
7368	E. 18/ UNIVERSITY	07/30/2015	08/18/2015	1,955.00	08/15	115.5.05.2100.6549
7420	UNIVERSITY/ E. 13TH	07/31/2015	08/18/2015	1,955.00	08/15	115.5.05.2100.6549
Total SKYLINE READY MIX (3723):				8,583.77		
SMITH, PHILIP (5535)						
1520580023	EE REBATE - EL	08/11/2015	08/18/2015	80.00	08/15	400.2215
Total SMITH, PHILIP (5535):				80.00		
SNACK EXPRESS (5397)						
980	CONCESSION ITEMS	08/06/2015	08/18/2015	561.60	08/15	100.5.04.4310.6530
Total SNACK EXPRESS (5397):				561.60		
SNYDER & ASSOCIATES INC (3748)						
27	FAA PLANNING STUDY	07/31/2015	08/18/2015	18,664.09	08/15	241.5.05.7240.6750
Total SNYDER & ASSOCIATES INC (3748):				18,664.09		
SPORTS PAGE TEAM (3777)						
6.150729.5637	160 FOOTBALL SHIRTS	07/29/2015	08/18/2015	2,050.00	08/15	100.5.04.4446.6530
6.150729.5638	483 SOCCER SHIRTS	07/29/2015	08/18/2015	2,913.00	08/15	100.5.04.4443.6530
6.150804.5701	6 SOCCER SHIRTS	08/04/2015	08/18/2015	36.00	08/15	100.5.04.4443.6530
6.150804.5702	7 FOOTBALL SHIRTS	08/04/2015	08/18/2015	106.75	08/15	100.5.04.4446.6530
6.150805.5712	WORK SHIRTS-WTP	08/05/2015	08/18/2015	627.50	08/15	300.5.05.8100.6413
6.150805.5712	WORK SHIRTS-WWTP	08/05/2015	08/18/2015	421.25	08/15	350.5.05.8310.6413
6.450729.5650	VISORS - POOL	07/29/2015	08/18/2015	88.50	08/15	100.5.04.4300.6425
Total SPORTS PAGE TEAM (3777):				6,243.00		
STANARD & ASSOCIATES (3790)						
SA000028937	NATIONAL DISPATCHER SELECTION	07/30/2015	08/18/2015	375.00	08/15	100.5.01.1050.6405
Total STANARD & ASSOCIATES (3790):				375.00		
STAR EQUIPMENT CO (3800)						
01512533	DIAMOND BLADE	07/30/2015	08/18/2015	249.00	08/15	115.5.05.2100.6545
1512533	SAW BLADE	07/30/2015	08/18/2015	249.00	08/15	115.5.05.2100.6545

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total STAR EQUIPMENT CO (3800):				498.00		
STATE OF IOWA-ELEVATOR SAFETY (5534)						
30600	DUMBWAITER INSPECTION & PERMIT	03/31/2015	08/18/2015	165.00	08/15	100.5.03.4000.6310
Total STATE OF IOWA-ELEVATOR SAFETY (5534):				165.00		
STOREY-KENWORTHY CO (3834)						
CM112532	RETURN RULER	07/17/2015	08/18/2015	4.66	08/15	100.5.00.6100.6543
PINV309448	TOILET PAPER- INDOOR POOL	07/06/2015	08/18/2015	89.14	08/15	100.5.04.4300.6590
PINV309481	FILES, PENS	07/07/2015	08/18/2015	93.96	08/15	100.5.00.6100.6543
PINV309543	CORRECTION TAPE	07/06/2015	08/18/2015	11.51	08/15	100.5.00.6100.6543
PINV309993	SOAP AND INDEX TABS - CC	07/07/2015	08/18/2015	64.40	08/15	100.5.04.4100.6590
PINV310719	WALLET FOLDERS	07/09/2015	08/18/2015	62.35	08/15	100.5.00.6100.6543
PINV311276	SOAP DISPENSERS - CC	07/13/2015	08/18/2015	23.38	08/15	100.5.04.4100.6590
PINV311352	PAPER, RULER, CARD HOLDER	07/13/2015	08/18/2015	94.12	08/15	100.5.00.6100.6543
PINV312022	RULER	07/15/2015	08/18/2015	4.66	08/15	100.5.00.6100.6543
PINV314819	RULER, POST-IT NOTES	07/27/2015	08/18/2015	27.52	08/15	100.5.00.6100.6543
PINV315133	TOILET PAPER AND TOWELS - CC	07/28/2015	08/18/2015	101.45	08/15	100.5.04.4100.6590
PINV315464	FOLDERS, MOUSE, MISC	07/29/2015	08/18/2015	396.01	08/15	100.5.00.6100.6543
PINV315985	PAYROLL CHECKS	07/31/2015	08/18/2015	327.66	08/15	100.5.00.6320.6417
PINV316340	TOILET PAPER-OUTDOOR POOL	07/31/2015	08/18/2015	89.14	08/15	100.5.04.4301.6590
Total STOREY-KENWORTHY CO (3834):				1,380.64		
STRAVERS TRUE VALUE (3838)						
A211028	PLUMBING SUPPLIES-LIB	06/02/2015	08/18/2015	22.39	08/15	100.5.03.4000.6310
A212984	LIGHT BULBS -PK	07/06/2015	08/18/2015	11.99	08/15	100.5.09.4200.6310
A213121	METER INSTALL SUPPLIES	07/08/2015	08/18/2015	5.99	08/15	300.5.05.8140.6510
A213791	BOLTS - PK	07/21/2015	08/18/2015	1.25	08/15	100.5.09.4200.6320
A213884	EYE BOLT SNAP - PK	07/22/2015	08/18/2015	13.96	08/15	100.5.09.4200.6320
A214290	BLEACH - FD	07/29/2015	08/18/2015	10.47	08/15	100.5.02.1100.6310
A214364	TOILET CLEANER CC	07/30/2015	08/18/2015	32.50	08/15	100.5.04.4100.6590
A214364 - PK	TOILET CLEANER - PK	07/30/2015	08/18/2015	65.00	08/15	100.5.09.4200.6553
A214423	MOP - CC	07/31/2015	08/18/2015	11.18	08/15	100.5.04.4100.6590
A214717	INFLATING NEEDLES - REC	08/06/2015	08/18/2015	7.47	08/15	100.5.04.4100.6590
A214812	FLOOR CLEANER - INDOOR POOL	08/07/2015	08/18/2015	47.97	08/15	100.5.04.4300.6590
E51000	TOWELS AND SOAP - POOL	07/02/2015	08/18/2015	144.07	08/15	100.5.04.4301.6590
E51469	SOAP AND TRASH LINERS - POOL	07/28/2015	08/18/2015	198.24	08/15	100.5.04.4301.6590
E51524	TRASH BAGS - POOL	07/31/2015	08/18/2015	34.99	08/15	100.5.04.4300.6590
E51527	BATHROOM TOWELS	07/31/2015	08/18/2015	30.95	08/15	100.5.00.6100.6543
E51581	PAPER TOWELS-PW	08/05/2015	08/18/2015	30.95	08/15	100.5.05.6500.6543
S213117	METER INSTALL SUPPLIES	07/08/2015	08/18/2015	16.99	08/15	300.5.05.8140.6510
STRA1IN2731	CELL PHONE- HOUSER - EL	07/30/2015	08/18/2015	250.38	08/15	400.5.06.8588.9920
Total STRAVERS TRUE VALUE (3838):				936.74		
STUYVESANT & BENTON (3860)						
11546-S	LEGAL FEES	08/11/2015	08/18/2015	976.67	08/15	100.5.00.6100.6430
Total STUYVESANT & BENTON (3860):				976.67		
TERRACON CONSULTANTS INC (3926)						
T671748	PELLA SPORTS PARK	08/04/2015	08/18/2015	580.10	08/15	203.5.08.7226.6799
Total TERRACON CONSULTANTS INC (3926):				580.10		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
THOMPSON ENVIRONMENTAL CONSULT (3945)						
2015-577	EIQ PREPARATION - PP	07/31/2015	08/18/2015	152.00	08/15	400.5.06.8923.9820
2015-578	TITLE V RENEWAL - PP	07/31/2015	08/18/2015	2,713.00	08/15	400.5.06.8923.9820
Total THOMPSON ENVIRONMENTAL CONSULT (3945):				2,865.00		
TITAN MACHINERY (3959)						
813580 SV	BACKHOE-WWTP	07/31/2015	08/18/2015	878.12	08/15	350.5.05.8330.6350
813580 SV	BACKHOE-WTP	07/31/2015	08/18/2015	878.12	08/15	300.5.05.8130.6350
813580 SV	BACKHOE-PWS	07/31/2015	08/18/2015	878.13	08/15	115.5.05.2100.6350
Total TITAN MACHINERY (3959):				2,634.37		
TONY'S AUTO PARTS (3968)						
5797-194636	MOTOR OIL - PK	07/06/2015	08/18/2015	24.65	08/15	100.5.09.4200.6330
5797-196005	SHOP SUPPLIES	07/23/2015	08/18/2015	28.30	08/15	115.5.05.2100.6330
5797-196051	SPRAY PATCHER	07/24/2015	08/18/2015	49.75	08/15	115.5.05.2100.6549
5797-196214	SHOP SUPPLIES	07/27/2015	08/18/2015	26.58	08/15	115.5.05.2100.6330
5797-196304	REPAIR PARTS	07/28/2015	08/18/2015	6.00	08/15	115.5.05.2100.6330
5797-196442	OIL FILTERS-WWTP	07/29/2015	08/18/2015	17.62	08/15	350.5.05.8300.6350
5797-196493	ST-2/SUPPLIES	07/30/2015	08/18/2015	27.97	08/15	115.5.05.2100.6330
5797-196829	SILICONE	08/04/2015	08/18/2015	11.62	08/15	350.5.05.8300.6350
5797-196863	SCISSOR LIFT PARTS	08/04/2015	08/18/2015	29.26	08/15	115.5.05.2100.6350
5797-196904	LIFT REPAIR	08/05/2015	08/18/2015	28.21	08/15	115.5.05.2100.6350
5797-197157	ANTIFREEZE	08/07/2015	08/18/2015	109.50	08/15	115.5.05.2100.6350
5797-197257	ST-2	08/10/2015	08/18/2015	322.31	08/15	115.5.05.2100.6330
5797-197259	EQUIPMENT SUPPLIES	08/10/2015	08/18/2015	24.98	08/15	115.5.05.2100.6350
Total TONY'S AUTO PARTS (3968):				706.75		
TOWN CRIER (3979)						
18138	PRINT BUDGET BOOKS	07/06/2015	08/18/2015	920.70	08/15	100.5.00.6100.6417
18684	ADVERTISING - COMMUNICATIONS -	07/22/2015	08/18/2015	49.50	08/15	100.5.01.1050.6402
18817	ADVERTISING - COMMUNICATIONS -	07/29/2015	08/18/2015	49.50	08/15	100.5.01.1050.6402
Total TOWN CRIER (3979):				1,019.70		
TREASURER STATE OF IOWA (3992)						
081015-1	stATE SALES TAX 1ST HALF OF AUG	08/10/2015	08/10/2015	16,000.00	08/15	400.2140
081015-2	STATE SALES TAX 2ND HALF OF JUL	08/10/2015	08/10/2015	26,605.56	08/15	400.2140
081015-2	STATE SALES TAX 2ND HALF OF JUL	08/10/2015	08/10/2015	11,942.23	08/15	400.2141
081015-2	STATE SALES TAX 2ND HALF OF JUL	08/10/2015	08/10/2015	2,298.76	08/15	400.2140
081015-2	STATE SALES TAX 2ND HALF OF JUL	08/10/2015	08/10/2015	383.09	08/15	400.2141
081015-2	STATE SALES TAX 2ND HALF OF JUL	08/10/2015	08/10/2015	.36	08/15	400.5.06.8930.9940
Total TREASURER STATE OF IOWA (3992):				57,230.00		
TRI-COUNTY VET CLINIC PC (4000)						
243758	ANIMAL CONTROL - PD	07/31/2015	08/18/2015	541.00	08/15	100.5.01.1060.6490
Total TRI-COUNTY VET CLINIC PC (4000):				541.00		
TUCKER TRUCKING, ALAN (4009)						
10564	ROCK HAULING	07/26/2015	08/18/2015	362.18	08/15	300.5.05.8120.6399
10565	ROCK HAULING	08/01/2015	08/18/2015	274.95	08/15	115.5.05.2100.6403
10568	GRAVEL	08/01/2015	08/18/2015	30.00	08/15	300.5.05.8130.6399

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Total TUCKER TRUCKING, ALAN (4009):				667.13		
TURFWERKS (4012)						
WE0145104	BOS LANDEN LEASE PAYMENT	08/03/2015	08/18/2015	710.13	08/15	105.5.08.9027.6801
WE0145104	BOS LANDEN LEASE PAYMENT	08/03/2015	08/18/2015	15,859.87	08/15	105.5.08.9027.6800
Total TURFWERKS (4012):				16,570.00		
TWO RIVERS COOPERATIVE (4019)						
073115AIR	ROUNDUP	07/31/2015	08/18/2015	160.00	08/15	100.5.05.2200.6590
073115AIR	FUEL- AIRPORT	07/31/2015	08/18/2015	168.05	08/15	100.5.05.2200.6514
073115PD	FUEL - PD	07/31/2015	08/18/2015	2,181.28	08/15	100.5.01.1030.6514
073115PD	FUEL - PD	07/31/2015	08/18/2015	101.80	08/15	100.5.01.1070.6514
073115-PK	FUEL - PK	07/31/2015	08/18/2015	1,973.39	08/15	100.5.09.4200.6514
073115PWS	FUEL-PWS	07/31/2015	08/18/2015	1,928.09	08/15	115.5.05.2100.6514
073115PZ	FUEL-PZ	07/31/2015	08/18/2015	52.59	08/15	100.5.05.5000.6514
073115WTP	FUEL WTP	07/31/2015	08/18/2015	1,396.52	08/15	300.5.05.8100.6514
073115WWTP	FUEL-WWTP	07/31/2015	08/18/2015	180.73	08/15	350.5.05.8330.6514
073115WWTP	FUEL-WWTP	07/31/2015	08/18/2015	131.14	08/15	350.5.05.8310.6514
STMT07/31/2015-E	FUEL - EL	07/31/2015	08/18/2015	1,212.73	08/15	400.5.06.8588.9660
Total TWO RIVERS COOPERATIVE (4019):				9,486.32		
USA BLUE BOOK (4050)						
713693	BUILDING SUPPLIES	08/03/2015	08/18/2015	80.63	08/15	300.5.05.8120.6590
713867	TIGERTAILS	08/03/2015	08/18/2015	125.90	08/15	350.5.05.8330.6510
713867	SHIPPING	08/03/2015	08/18/2015	38.28	08/15	350.5.05.8300.6531
713867	ALGAECIDE	08/03/2015	08/18/2015	40.95	08/15	350.5.05.8300.6310
Total USA BLUE BOOK (4050):				285.76		
USPS-HASLER 0008014227 (5414)						
5414-080415	POSTAGE	08/04/2015	08/18/2015	200.00	08/15	300.5.05.8100.6531
5414-080415	POSTAGE	08/04/2015	08/18/2015	180.00	08/15	195.5.05.8400.6531
5414-080415	POSTAGE	08/04/2015	08/18/2015	180.00	08/15	350.5.05.8310.6531
5414-080415	POSTAGE	08/04/2015	08/18/2015	240.00	08/15	400.5.06.8921.9020
Total USPS-HASLER 0008014227 (5414):				800.00		
VALLEY ENVIRONMENTAL SERVICES (4056)						
214985	PARTS WASHER	07/31/2015	08/18/2015	24.83	08/15	115.5.05.2100.6330
Total VALLEY ENVIRONMENTAL SERVICES (4056):				24.83		
VAN DUSSELDORP, HARLEY (4070)						
072215WTP	WATER DISTRIBUTION CERTIFICATE	07/22/2015	08/18/2015	60.00	08/15	300.5.05.8100.6405
Total VAN DUSSELDORP, HARLEY (4070):				60.00		
VAN ESSEN AUTO (4075)						
070215PD	VEHICLE EXPENSE - PD	07/02/2015	08/18/2015	40.65	08/15	100.5.01.1030.6330
070215PD1	VEHICLE EXPENSE - PD	07/02/2015	08/18/2015	42.75	08/15	100.5.01.1030.6330
Total VAN ESSEN AUTO (4075):				83.40		
VAN SANT COLLISION (4725)						
13192	ST-9 REPAIR	07/31/2015	08/18/2015	350.00	08/15	115.5.05.2100.6330

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Total VAN SANT COLLISION (4725):				350.00		
VANDER PLOEG BAKERY (4209)						
41482	BIRTHDAY CAKE - POOL	08/01/2015	08/18/2015	17.00	08/15	100.5.04.4301.6590
Total VANDER PLOEG BAKERY (4209):				17.00		
VERHEY, PETE (4248)						
60-01500-04	CREDIT BALANCE REFUND	08/06/2015	08/18/2015	8.66	08/15	001.1199
Total VERHEY, PETE (4248):				8.66		
VERIZON WIRELESS (4957)						
9749567616	MOBILE VIRTUAL PRIVATE NETWORK	07/23/2015	08/18/2015	328.06	08/15	100.5.01.1010.6373
Total VERIZON WIRELESS (4957):				328.06		
VILLAGE INDUSTRIAL LAUNDRY (4263)						
84764	MAT RENTAL 3892	07/30/2015	08/18/2015	15.00	08/15	100.5.00.6100.6310
84765	TOWEL SERVICE - EL	07/25/2015	08/18/2015	15.00	08/15	400.5.06.8588.9300
84766	TOWELS - 3894	07/30/2015	08/18/2015	15.00	08/15	100.5.02.1100.6413
84767	ROLL TOWELS	07/25/2015	08/18/2015	21.00	08/15	115.5.05.2100.6403
84767	UNIFORM CLEANING	07/25/2015	08/18/2015	70.80	08/15	115.5.05.2100.6413
84768	LAUNDRY SERVICE	07/27/2015	08/18/2015	163.57	08/15	350.5.05.8310.6413
Total VILLAGE INDUSTRIAL LAUNDRY (4263):				300.37		
WALMART COMMUNITY (4312)						
030929	SUPPLIES	07/30/2015	08/18/2015	24.85	08/15	100.5.05.6500.6543
Total WALMART COMMUNITY (4312):				24.85		
WASHER SYSTEMS OF IOWA (4323)						
137985	PORTABLE PRESSURE WASHER-WT	07/29/2015	08/18/2015	475.85	08/15	300.5.05.8120.6510
137985	PORTABLE PRESSURE WASHER-PW	07/29/2015	08/18/2015	475.85	08/15	115.5.05.2100.6510
Total WASHER SYSTEMS OF IOWA (4323):				951.70		
WINDSTREAM IOWA COMMUNICATIONS (4413)						
072415 - CC	PHONE 6830 - CC	07/24/2015	08/18/2015	95.60	08/15	100.5.04.4100.6373
072415 - PK	PHONE 4299 - PK	07/24/2015	08/18/2015	26.45	08/15	100.5.09.4200.6373
072415AIR	TELEPHONE- AIRPORT	07/24/2015	08/18/2015	53.74	08/15	100.5.05.2200.6373
072415PD	TELEPHONE BILL - PD	07/24/2015	08/18/2015	300.57	08/15	100.5.01.1010.6373
072415-POOL	PHONE 9212 - POOL	07/24/2015	08/18/2015	66.86	08/15	100.5.04.4300.6373
072415PWS	PHONE BILL	07/24/2015	08/18/2015	186.22	08/15	100.5.05.6500.6373
072415-REC	PHONE 4571 - REC	07/24/2015	08/18/2015	31.71	08/15	100.5.04.4100.6373
072415WTP	TELEPHONE- WTP	07/24/2015	08/18/2015	137.19	08/15	300.5.05.8100.6373
072415WWTP	TELEPHONE SERVICE-WWTP	07/24/2015	08/18/2015	38.14	08/15	350.5.05.8310.6373
07242015-1108	PHONE 1108 - EL	07/24/2015	08/18/2015	64.10	08/15	400.5.06.8562.9030
07242015-2300	PHONE 2300 - EL	07/24/2015	08/18/2015	47.77	08/15	400.5.06.8588.9920
07242015-4128	PHONE 4128 - EL	07/24/2015	08/18/2015	238.46	08/15	400.5.06.8588.9920
07242015-9096	PHONE 9096 - EL	07/24/2015	08/18/2015	69.12	08/15	400.5.06.8592.9030
07242015-9221	PHONE 9221 - EL	07/24/2015	08/18/2015	18.97	08/15	400.5.06.8592.9030
07242015-9221	PHONE 9221 - EL	07/24/2015	08/18/2015	18.98	08/15	400.5.06.8562.9030
080515LIB	TELEPHONE-LIB	08/05/2015	08/18/2015	37.25	08/15	100.5.03.4000.6373
091244209-072415	PHONE 9584 - CH	07/24/2015	08/18/2015	242.49	08/15	100.5.00.6100.6373
091249676-072415	PHONE 1414 - FD	07/24/2015	08/18/2015	63.04	08/15	100.5.02.1100.6373

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total WINDSTREAM IOWA COMMUNICATIONS (4413):				1,736.66		
WISSE, BILL J (4423)						
072715PWS	SAFETY BOOT REIMBURSMENT	07/27/2015	08/18/2015	100.00	08/15	115.5.05.2100.6546
Total WISSE, BILL J (4423):				100.00		
ZIMCO SUPPLY CO (4469)						
90960	HERBICIDE - PK	07/23/2015	08/18/2015	773.00	08/15	100.5.09.4200.6503
Total ZIMCO SUPPLY CO (4469):				773.00		
ZYLSTRA'S WELDING INC (4477)						
17623	ST-24	07/01/2015	08/18/2015	25.65	08/15	115.5.05.2100.6350
17633	ST-24	07/22/2015	08/18/2015	55.85	08/15	115.5.05.2100.6350
Total ZYLSTRA'S WELDING INC (4477):				81.50		
Grand Totals:				1,083,683.52		

Report GL Period Summary

GL Period	Amount
08/15	1,083,683.52

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Report Criteria:

Invoice Detail.Input date = 08/05/2015-08/18/2015