

PERRY CITY COUNCIL AGENDA

Tuesday September 05, 2023 at 6:00 p.m. in the Towncraft Building, 1122 Willis Avenue, Perry Iowa

This meeting will be recorded and may be attended electronically. Public access to the virtual option may be obtained by one of the following methods:

Using the following link via computer, tablet or smartphone:

<https://us02web.zoom.us/j/83404988643?pwd=dGVtSm9WeVVJMUxmUktYV2ZYMW1Ldz09> Or by

phone: 312-626-6799

Meeting ID: 834 0498 8643

Passcode: 540405

1. CALL TO ORDER & ROLL CALL:

- A. Mayor Reminder of City of Perry Staff Core Values: Strong Work Ethic, Problem Solving, Community-Oriented, Shows Professionalism and Integrity, Team Player, Accountable, Good Steward.
- B. Approval of Meeting Agenda

2. CONSENT AGENDA: All items under the consent agenda are considered to be routine by the City Council and will be enacted by one motion with no separate discussion of these items.

- A. Minutes of the August 21, 2023 Regular City Council Meeting
- B. Payments for Contract Services: None
- C. Claims Register & Financials: \$1,181,826.57
- D. Licenses and Permits: None

3. CITY ADMINISTRATOR'S REPORT

4. MAYOR/COUNCIL COMMENTS

5. OPEN FORUM: Speakers will be asked step up to the microphone and state their name and address for the record. Individuals speaking will be given three (3) minutes to address Council.

6. OLD BUSINESS:

- A. Resolution Approving a Temporary Construction Easement
- B. Resolution Approving a Temporary Construction Easement
- C. Approval of Pay Application #27 for the Wastewater Treatment Facility Improvements
- D. Approval of Pay Application #3 for the Runway 14/32 Relocation Phase 2
- E. Approval of Pay Application #3 for the Runway 14/32 Relocation Phase 3
- F. Approval of 2023 CIPP Sanitary Sewer Project Invoice
- G. Approval of Pay Request #3 Final for the 1st Street CIPP Lining
- H. Approval of Pay Application #1 for the Wiese Park Improvements
- I. Approval of Change Order #1 for the Wiese Park Improvements
- J. Resolution Approving Statement of Completion and Final Acceptance for the Wiese Park Improvements

7. NEW BUSINESS:

- A. Discussion possible action on Resolution Setting 2023 Fall Yard Waste Open Burn Dates
- B. Resolution Setting a Date and Time for a Safety/Employee Appreciation Day

- C. Resolution Setting a Public Notice For Disposal of Public Property By Sale Within City of Perry
 - D. Resolution Replacing the Income Offset Program's Memorandum of Understanding
 - E. Resolution Approving a RFP for Environment Assessment Services
- 8. ADJOURNMENT**

When Addressing The City Council, Please Step To The Podium And State Your Name & Address For The Record. Council packet materials are available upon request. Requests must be made by 2 p.m. the day of the meeting and there is a charge of \$.25 per page. Council meetings are rebroadcast on PEGASUS Inc and are obtainable via the City of Perry's YouTube channel.

PERRY CITY COUNCIL MEETING SUMMARY

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3. CITY ADMINISTRATOR'S REPORT

4. MAYOR/COUNCIL COMMENTS

5. OPEN FORUM: Speakers will be asked step up to the microphone and state their name and address for the record. Individuals speaking will be given three (3) minutes to address Council.

6. OLD BUSINESS:

- A. **Resolution Approving a Temporary Construction Easement:** Staff has deemed it necessary to have a temporary construction easement for the Iowa Street Stormwater Wetland Project on property owned by Perry Economic Development being part of Lot 1 of the Perry Commercial Park. Such temporary construction easement would grant access to this area during construction and has been agreed to and signed by Perry Economic Development. This area is detailed in the map of easement that was included with the agreement and resolution.
- B. **Resolution Approving a Temporary Construction Easement:** Staff has deemed it necessary to have a temporary construction easement for the Iowa Street Stormwater Wetland Project on property owned by Perry Economic Development being part of Lot 2 of the Perry Commercial Park. Such temporary construction easement would grant access to this area during construction and has been agreed to and signed by Perry Economic Development. This area is detailed in the map of easement that was included with the agreement and resolution.

- C. Approval of Pay Application #27 for the Wastewater Treatment Facility Improvements:** Pay Application #27 in the amount of \$728,747.60 to Woodruff Construction is for the construction of the Wastewater Treatment Facility Improvements. To date, total payments requested by the contractor are 85.4% of the total amount of work to be completed under the contract. All documents have been reviewed and signed by the engineer and are recommended for approval.
 - D. Approval of Pay Application #3 for the Runway 14/32 Relocation Phase 2:** Pay Application #3 in the amount of \$84,022.27 to Manatt's Inc. for completed work on Phase 2 of the runway relocation has been received and signed by the project manager which recommends approval.
 - E. Approval of Pay Application #3 for the Runway 14/32 Relocation Phase 3:** Pay Application #3 in the amount of \$11,242.69 to Manatt's Inc. for completed work on Phase 3 of the runway relocation has been received and signed by the project manager which recommends approval.
 - F. Approval of 2023 CIPP Sanitary Sewer Project Invoice:** An invoice for the 2023 CIPP Sanitary Sewer Project has been received from Accu Jet in the amount of \$100,994.71 for work completed on the project per their Professional Service Agreement. Public Works Director Josh Wuebker has reviewed the submitted invoice and recommends its payment.
 - G. Approval of Pay Request #3 Final for the 1st Street CIPP Lining:** Pay Application #3 in the amount of \$9,008.54 to Insituform Technologies Inc. is for completed CIPP Lining on the 1st Street CIPP Lining project. This is the final pay request for the project and releases the retainage. Work has been completed in accordance with the contract and all documents have been reviewed and signed by the engineer and is recommended for approval.
 - H. Approval of Pay Application #1 for the Wiese Park Improvements:** Pay Application #1 in the amount of \$52,255.70 to Concrete Professionals is for the work completed at the project through August 18, 2023. All documents have been reviewed and signed by the project engineer and were recommended for approval.
 - I. Approval of Change Order #1 for the Wiese Park Improvements:** Change Order #1 is a balancing change order that includes a decrease of contract quantity by 43.29 cubic yards at \$115.50 per cubic yard. The change order was reviewed and has been recommended for approval by the project engineer. The net decrease of this balancing change order is \$4,999.99, with a final contract price of \$55,006.01.
 - J. Resolution Approving Statement of Completion and Final Acceptance for the Wiese Park Improvements:** Project Engineer Jacob Ahrens of Bolton & Menk has submitted the Final Acceptance and Certificate of Completion for the Wiese Park Improvements in accordance with the plans and specifications and sets the final contract amount at \$55,006.01. The Project Engineer recommends the acceptance of said work and issuance of the Final Acceptance and Certificate of Completion of the work under the conditions and guarantee of the contract. This resolution would accept the completion and final acceptance and authorize the Mayor to sign all forms necessary to execute.
- 7. NEW BUSINESS:**
- A. Discussion possible action on Resolution Setting 2023 Fall Yard Waste Open Burn Dates:** The Mayor had requested that open burn be discussed for the Fall 2023 and that

Council determine their action for it. In the past, open burn has been set for roughly three weeks from 10:00 A.M. till sundown. A copy of the Fall 2022 Resolution was sent out to Council as directed by the Mayor for a reminder of what had taken place for Fall 2022. A resolution has been drafted off historical practices with the edition of a municipal infraction that was set per the Fall 2022 Resolution and has proposed dates for 2023 being from October 31, 2023 till November 19, 2023. Curb side services for collection of yard waste will continue through December 06, 2023 and the Yard Waste Collection Site will remain open for residential disposal of yard-waste. As always residents are encouraged to try and find alternative methods to open burning of yard waste disposal, however Council will need to discuss and determine the outcome for 2023 fall yard waste open burn.

- B. Resolution Setting a Date and Time for a Safety/Employee Appreciation Day:** The City has historically held a Safety and Employee Appreciation Day once a year. During the City of Perry's Safety and Employee Appreciation Day employees learn and are updated on important safety programs, policies, and tutorials to maintain a safe workplace. This resolution would approve setting the Safety/Employee Appreciation Day for Wednesday October 11, 2023 from 10:30am till 1:30pm in the Perry Police Department's Sallyport located at 908 Willis Avenue.
- C. Resolution Setting a Public Notice For Disposal of Public Property By Sale Within City of Perry:** The City has received a proposal from Balmer LLC to redevelop four vacant lots on Otley between 12th and 10th Street by constructing rental duplexes for a total of 8 rental units. The City currently owns such lots and would need to set a public hearing before disposal of the public property by sale could be completed to Balmer LLC. Such public hearing must be held to allow for any and all public commentary on the proposed sale and purchase agreement. This resolution would set the public hearing for September 18, 2023 in the 2nd floor meeting room of the Towncraft Building located at 1122 Willis Avenue, Perry Iowa at 6:00 p.m. and would direct the City Clerk to publish said notice accordingly.
- D. Resolution Replacing the Income Offset Program's Memorandum of Understanding:** In accordance with Iowa House File 2565, the State of Iowa Offset Program will be administrated by the Iowa Department of Revenue (IDR) effective November 13, 2023 rather than the Iowa Department of Administrative Services (DAS). The City of Perry per Resolution Number 120522B entered into the Iowa Offset Program and into a Memorandum of Understanding with DAS. The City wishes to continue participation in the Income Offset Program and therefore will need to replace the current Memorandum of Understanding with DAS to a Memorandum of Understanding with IDR. This resolution would approve the Memorandum of Understanding with IDR for the Income Offset Program and authorize the Finance Officer to execute said agreement to remain in the program.
- E. Resolution Approving a RFP for Environment Assessment Services:** The City of Perry was awarded a Brownfields Assessment Grant through the United States Environmental Protection Agency (EPA) and is in need of a qualified environmental professional to provide environmental assessment services related to the specifications of the awarded grant. This resolution would approve the supplied request for proposal (RFP) to be used

to seek such professionals and would set Wednesday September 27, 2023 on or before 1:00pm for such professionals to submit their RFP responses.

8. ADJOURNMENT

MINUTES OF THE REGULAR COUNCIL MEETING

August 21, 2023

CALL TO ORDER & ROLL CALL: Mayor Andorf called the meeting to order at 6:00 p.m. in the Towncraft meeting room at 1122 Willis Avenue, Perry, Iowa. This meeting was also held electronically via a Zoom virtual meeting, meeting ID 818 7965 4943. This meeting was recorded and public access to the virtual meeting was obtainable and published with the agenda and summary.

Council members present were: Berkland, Mahler, Wolling, Schott, Klein
Absent: None

A quorum was present to conduct business.

Staff members present:
City Clerk, Elizabeth Hix
City Administrator, Sven Peterson
Finance Officer, Susie Moorhead
Police Chief, Eric Vaughn
Public Works Director, Josh Wuebker
Library Director, Mary Murphy
Deputy Library Director, Misty Von Behren
City Attorney, DuWayne Dalen
Marketing and Engagement Coordinator, Chirs Cohea

Motion Schott Second Mahler to approve the meeting agenda. MCU

CONSENT AGENDA: All items under the consent agenda are considered to be routine by the City Council and were enacted by one motion with no separate discussion of these items.

Motion Klein Second Wolling to approve the following:

Minutes of the August 07, 2023 Regular City Council Meeting
Payments for Contract Services:

Bolton & Menk	GIS Web Application Development	\$2,898.00
Bolton & Menk	Runway 14/32 Relocation Land Acq	\$4,995.25
Bolton & Menk	Runway 14/32 Relocation Phase III	\$15,684.00
Great Dallas County Development Alliance	FY2024 Membership	\$20,000.00
	Total Contract Services Payments	\$43,577.25

Claims Register & Financials: \$2,191,024.35

Vendor Name/Invoice Count	Vendor Description	Vendor Total
A KING'S THRONE LLC / 1	PARK RENTALS	\$ 384.00
A&E FENCE LLC / 1	GARBAGE GATE REPAIR-CASEYS	\$ 1,150.00
ACCESS SYSTEMS / 2	PRINTER/COPIER/SCANNER AGREEMENTS	\$ 576.57
AGSOURCE COOPERATIVE SERV / 1	CHEMICALS	\$ 23.50
AIR FILTER SALES/SERVICE / 1	AIR FILTERS	\$ 893.26

ALL OUTDOOR POWER AND EQ / 2	SUPPLIES	\$ 150.00
ALLIANT ENERGY - IP&L / 11	UTILITIES	\$ 14,595.87
AMAZON BUSINESS / 2	SUPPLIES	\$ 263.67
ARAMARK UNIFORM SERVICE / 2	MAT/TOWEL SERVICES 08/10	\$ 183.56
ATLANTIC BOTTLING / 1	VENDING SUPPLIES	\$ 164.34
AUTO PARTS OF PERRY / 1	SERVICE ITEMS	\$ 141.48
BOLTON & MENK INC / 3	MUNICIPAL ENGINEERING	\$ 23,577.25
BTWI / 2	INTERNET SERVICES	\$ 350.00
CAPITAL CITY EQUIPMENT CO / 1	SKID LOADER SERVICES	\$ 2,842.52
CAPITAL SANITARY SUPPLY / 1	SUPPLIES	\$ 132.71
CARD SERVICES / 1	TRACTOR SUPPLY-SUPPLIES	\$ 17.99
CENTRAL IOWA READY MIX / 2	SUPPLIES	\$ 2,662.00
CENTRAL STATES ROOFING CO / 1	CITY HALL ROOF PATCHES	\$ 369.94
CENTURY LINK / 1	PHONE/INTERNET SERVICES	\$ 158.37
CMT / 3	PROJECT TESTING	\$ 11,011.50
COLIN'S PEST CONTROL / 2	PEST CONTROL	\$ 305.00
COLLECTION SERVICES CENTE / 1	CHILD SUPPORT W/H	\$ 458.69
CONCRETE POLYFIX / 1	SUPPLIES	\$ 1,000.00
CROW RIVER CONSTRUCTION / 1	2020 DOWNTOWN ST PAY APP #8	\$ 164,943.12
CUSTOM PRODUCTS CORP / 1	SUPPLIES	\$ 764.64
DALLAS COUNTY RECORDER / 1	FILING FEE-ZAGAR TREE AGREEMENT	\$ 22.00
DREES HEATING AND PLUMBING / 2	HVAC SERVICES	\$ 500.00
ECO COUNTER / 1	COUNTER/MOUNTING BASE/TRANSMIS	\$ 4,640.00
ELITE ELECTRIC & UTILITY / 1	NEW INTAKE 10TH/IOWA STREET	\$ 6,436.00
EMILY ONNEN / 1	REIMBURSEMENT - POSTAGE	\$ 13.14
EMPLOYEE BENEFIT SYSTEM / 1	HEALTH INSURANCE COSTS	\$ 74,424.75
ERIC VAUGHN / 1	REIMBURSEMENT-CLOTHING ALLOWANCE	\$ 235.39
FAREWAY / 1	SUPPLIES	\$ 59.49
FELD EQUIPEMENT / 1	HOOD INSPECTION/EXTINGUISHER TESTING	\$ 298.50
FREEDOM FIRST AID AND SAF / 1	FIRST AID SUPPLIES	\$ 174.00
GREATER DALLAS COUNTY DEV / 1	ALLIANCE MEMBERSHIP FY2024	\$ 20,000.00
GUTHRIE COUNTY RURAL EL01 / 2	UTILITIES	\$ 80.53
HARLAND HARDWARE / 28	SUPPLIES	\$ 1,238.80
HAWKEYE TRUCK EQUIPMENT / 2	LIFTGATE INSTALLS	\$ 10,500.00
HOTSY CLEANING SYSTEMS / 1	SUPPLIES	\$ 30.60
I-80 CONCRETE / 1	CITY HALL SIDEWALK REPAIRS	\$ 69,000.00
IOWA DEPT OF REVENUE / 1	JULY 2023 SALES TAX	\$ 2,487.34
IOWA PRISON INDUSTRIES / 1	TRAFFIC CONTROL SIGNS	\$ 297.00
J.P. COOKE CO. / 1	TAGS/LICENSE ITEMS	\$ 221.55
JAMES LEBER / 1	REIMBURSEMENT-MILEAGE 7/24-25	\$ 141.48
JOSH WUEBKER / 1	REIMBURSEMENT-MILEAGE	\$ 62.88
LANDUS COOPERATIVE / 1	CHEMICALS	\$ 22.75
LISTON WELDING / 1	SUPPLIES	\$ 173.50

LOGAN CONTRACTORS SUPPLY / 1	EQUIPMENT	\$ 116.00
LYNCH DALLAS P.C. / 1	LEGAL FEES JULY/AUG	\$ 2,464.50
MACQUEEN EQUIPMENT / 2	SWEEPER PARTS	\$ 1,322.22
MAIL SERVICES / 1	NEWSLETTER AUG 2023	\$ 534.60
MAINSTAY SYSTEMS INC / 1	MAGNET MOUNT	\$ 450.00
MANATTS, INC / 1	PAY REQ #1 - PHASE 2 RELOCATE	\$ 336,518.45
MEDIACOM / 1	PHONE SERVICES	\$ 44.54
MIDAMERICAN ENERGY / 1	UTILITIES	\$ 11.44
MINBURN COMMUNICATIONS / 1	USDA SALLYPORT LOAN PMT	\$ 3,333.34
MOTOR PARTS / 11	SERVICE ITEMS/SUPPLIES	\$ 715.98
NCL OF WISCONSIN INC. / 1	CHEMICALS	\$ 38.99
NICHE ACADEMY / 1	ANNUAL SUBSCRIPTION RENEWAL	\$ 500.00
NORTH RISK PARTNERS / 1	ADMIN SERVICES/CONSULTING FEE	\$ 1,203.55
O REILLY AUTOMOTIVE INC / 1	SERVICE ITEMS	\$ 106.93
ODP BUSINESS SOLUTIONS / 1	SUPPLIES	\$ 111.01
PAINT PUMP PROS LLC / 1	SERVICE ITEMS	\$ 425.75
PEPSI COLA GENERAL BOTTLI / 1	VENDING SUPPLIES	\$ 643.95
PERRY CHIEF / 1	JULY PUBLICATIONS	\$ 1,123.16
PERRY GREENHOUSE & SUPPLY / 1	WEEDING/PLANTING/TRIMMING	\$ 95.00
PERRY PAINT AND DESIGN / 1	PAINT FOR CABOOSE	\$ 395.94
PETERS SERVICE CENTER / 3	FUEL	\$ 194.93
PFM FINANCIAL ADVISORS / 1	2023 ANNUAL RETAINER	\$ 6,500.00
PRINCIPAL MUTUAL LIFE / 1	POLICE TRUST	\$ 4,322.35
R AND R AUTO SERVICE / 5	VEHICLE SERVICES	\$ 574.99
RACCOON RIVER PET RESCUE / 1	29 CATS/25 DOGS 04/01-06/30/23	\$ 2,700.00
RED LION RENEWABLES, LLC / 1	SOLAR UTILITY PMT	\$ 13,078.69
RICOH USA, INC / 1	PRINTER/SCANNER/COPIER AGREEMENT	\$ 59.76
SAM'S CLUB DIRECT / 1	VENDING SUPPLIES	\$ 426.66
SPRAYER SPECIALTIES INC / 1	SPRAYER SUPPLIES	\$ 24.84
STATE HYGENIC LABORATORY / 1	POOL/SPA TESTING	\$ 60.00
STERICYCLE INC / 1	STERI-SAFE ECONOMY ANNUALLY	\$ 229.08
STOKELY LUMBER / 2	SUPPLIES	\$ 57.19
SVEN PETERSON / 1	TRAVEL REIMBURSEMENT. IACMA CONF	\$ 300.00
SYMMETRY / 1	GAS UTILITY	\$ 611.79
TASC / 2	ADMINISTRATION/CARD FEES OCT/TASC W/H	\$ 2,825.31
TOYNE'S SERVICE / 1	RESCUE TRUCK BODY/CONSTRUCTION	\$ 194,387.00
UMB BANK, N.A. / 1	2020 GO BOND AGENT FEES	\$ 600.00
UNITYPOINT CLINIC / 1	RANDOM DRUG TESTING	\$ 84.00
VAN-WALL EQUIPMENT COMPAN / 4	SERVICE ITEMS/EQUIPMENT	\$ 3,155.30
VERIZON WIRELESS / 1	DATA PLANS	\$ 280.07
WALSH DOOR & HARDWARE CO. / 1	CARNIGE LIBRARY CYLINDERS	\$ 403.60
WALTON'S TREE AND STUMP R / 1	ZONE 1 TRIMMING/REMOVALS	\$ 5,938.00
WELLS FARGO BANK/ T-TAX / 1	FED/FICA TAX	\$ 26,748.21

WELLS FARGO BUSINESS CARD / 31	CITY CREDIT CARD CHARGES	\$ 5,094.59
WENTHOLD EXCAVATING LLC / 1	PAY REQUEST #10-PHASE 1 RELOCA	\$ 358,142.40
WILCOX PRINTING AND PUBLI / 1	CAMPING REG/ENVELOPES	\$ 303.00
WOODRUFF CONSTRUCTION / 1	PAY REQUEST #26-WWTP IMPROVEMENTS	\$ 678,212.19
WRIGHT EXPRESS / 1	FUEL CHARGES JUL/AUG 23	\$ 12,118.38
XENIA RURAL WATER ASSOCIA / 2	AIRPORT WATER	\$ 225.75
	PAYROLL CHECKS ON 08/09/2023	\$ 105,031.24
	CLAIMS TOTAL	\$ 2,191,024.35
	GENERAL FUND	\$ 156,934.02
	ROAD USE TAX FUND	\$ 43,897.63
	EMPLOYEE BENEFITS FUND	\$ 72,204.03
	LOCAL OPTION SALES TAX FUND	\$ 214,608.03
	LOCAL OPTION TAX MAINT FUND	\$ 80,760.46
	TAX INCREMENT FINANCING FUND	\$ 20,000.00
	TREE REMOVAL FUND	\$ 5,938.00
	TOWN CRAFT BUILDING FUND	\$ 391.47
	AMERICAN LEGION BLDG FUND	\$ 361.52
	FULLHART CARNEGIE TRUST FUND	\$ 1,290.43
	CABOOSE FUND	\$ 395.94
	DEBT SERVICE FUND	\$ 3,933.34
	DOWNTOWN CAPITAL PROJECT FUND	\$ 170,058.62
	AIRPORT LAND ACQUISITION FUND	\$ 721,030.60
	SEWER FUND	\$ 14,366.57
	WPCF CONSTRUCTION FUND	\$ 678,417.69
	SEWER DISCHARGE FUND	\$ 6,436.00

Licenses and Permits: None

MCU

CITY ADMINISTRATOR'S REPORT: City Administrator Sven Peterson stated that Bateman Street was still waiting for CenturyLink/Lumen to move their infrastructure and that the contractor would be remobilizing to finish the work in a week regardless of where CenturyLink/Lumen was at on their relocation. Sven spoke on the progress being made at the Airport for the runway relocation and detailed the process and how two panels of 4,000-foot runs had been poured. It was stated that the contractor would be continuing to pour through Wednesday and Sven encouraged Council to check out the process stating that Airport Manager Jack Butler would provide tours if wanted. Sven also stated that the permit for the wetlands would be happening this week, allowing for dirt work to start on the extension portion. Sven moved to the Downtown Improvements project stating that Marketing and Engagement Coordinator, Chirs Cohea had been putting out emails to property owner's who would need basement inspections and that such inspections would be taking place with engineering staff to create a pre-project assessment. Sven also mentioned the blog page that Chris had been updating with project updates. Sven stated that he had been working on connecting with Legislators and that he had a few meetings set up to hopefully build lines of communication for the upcoming sessions. He added that his first coffee was coming up and that he looked forward to getting to know the Legislators a little bit

better as well as formulating a plan to work together for the next session. Sven stated that he would keep the Council updated with the conversations held. Mayor Andorf thanked Sven for the update and stated that he felt it was a good effort that Sven was putting forth to try and get the Legislators on board to possibly working in partnership.

MAYOR/COUNCIL COMMENTS: Mayor Andorf stated that school would be starting on Wednesday and provided his annual reminder to be on watch for the excited kids as well as for the bus stop arms as it was a busy time of year. The Mayor also stated that there would be a home football game Friday evening along with Latino Festival taking place on Saturday at Pattee Park starting at 10:00am. The Mayor encouraged everyone to attend and take part. Councilmember Berkland added that the parade for Latino Festival started at 10:00am and Sven stated that there would be some City trucks partaking in the parade too. Councilmember Berkland spoke on the PerryDice Cruizers Car Show coming up on October 7th which will take place on 2nd Street and provided details to the event.

OPEN FORUM: Speakers were asked step up to the microphone and state their name and address for the record. Individuals speaking were given three (3) minutes to address Council.

Lynsi Pasutti, Executive Director, Perry Chamber of Commerce: Lynsi spoke on the Chambers recent Back to School Night at the Farmers Market that brought in over 400 participants and stated that it was a great turn out with several school related organizations present. Lynsi also spoke about the upcoming events at the Farmers Market such as Kid's Night and Community Night to look forward to. Lynsi stated that Trick or Treat Night was on the agenda to discuss setting a date and time and that the Chamber would be holding their downtown Spooktacular event on the evening of October 27th and that she would be present in case any questions arose.

OLD BUSINESS:

Approval of Pay Application #11 for Phase 1 of the Relocation of Runway 14/32: Motion Berkland Second Klein approving Pay Application #11 in the amount of \$11,322.76 to Wenthold Excavating LLC for grading work on Phase 1 of the Relocation of Runway 14/32. Pay Application #11 was reviewed and signed by the engineer which recommended approval. MCU

Approval of Pay Application #2 for the Runway 14/32 Relocation Phase 2: Motion Wolling Second Mahler approving Pay Application #2 in the amount of \$548,985.15 to Manatt's Inc. for completed work on Phase 2 of the runway relocation. Pay Application #2 was reviewed and signed by the project manager which recommended approval. MCU

Approval of Change Order #2 for Wastewater Treatment Facility Improvements: Motion Mahler Second Klein approving Change Order #2 for the Wastewater Treatment Facility Improvements. It was requested by City Staff to add an electric operated gate and additional fencing along the east side of the Wastewater Treatment site to better improve the usage and security of the area. Changer Order #2 includes this additional facility perimeter fencing and the addition of an electric operated gate for an increase of \$46,441.00. The contract price including all change orders is \$27,405,141.00. MCU

NEW BUSINESS:

Resolution Setting Trick or Treat Date and Time: Motion Berkland Second Klein to set a date of Trick or Treat in the City of Perry. The City Council has the authority to set times and dates for special activities. The Chamber of Commerce and Dallas County Hospital have set October 27, 2023 as the date for their hosted activities, therefore Council needed to determine if they were going to

set Trick or Treat Night in Perry for the same, October 27, 2023 date from 6:00pm until 8:00pm, or if they were setting a different date, such as October 30, 2023 which is another date Trick or Treat Night has historically been held on. Councilmember Berkland amended his motion to set the date for October 27, 2023 from 6:00pm to 8:00pm, seconded by Klein. This resolution sets October 27, 2023 from 6:00pm to 8:00pm as the date for Trick or Treat Night and recommends that participating households turn porch lights on and that safety guidelines set by the County, State and Federal Health Departments be followed. MCU

Resolution Authorizing the Sale of Unused/Outdated Equipment: Motion Wolling Second Mahler authorizing the sale of unused/outdated equipment. The City of Perry has accumulated a piece of equipment that is no longer needed for municipal purposes and desires to dispose of a 2004 Chevrolet Silverado Pickup Truck with 88,723 miles from the Garbage Department. This equipment will be disposed of in a manner calculated to obtain the best possible sale price and directs the Finance Officer to deposit the proceeds into the City of Perry's Operation Fund. MCU

Resolution Approving Submission of a Rural Innovation Grant: Motion Mahler Second Berkland approving the application for a Rural Innovation Grant. Staff wishes to pursue grant opportunities to assist the City in creating a Safety Action Plan which will include an ADA Transition Plan within it. Bolton & Menk assisted in locating a grant opportunity through the Iowa Economic Development Authority's Center for Rural Revitalization for a Rural Innovation Grant for the planning and creation of such needed Safety Action Plan. Such Rural Innovation Grant would be for \$50,000 with the local match coming the same match for the SS4A Grant through the US Department of Transportation. This resolution approves the submission of the grant prior to the August 30, 2023 deadline and authorizes the Mayor and or City Administrator to sign on behalf of the City all required application documents for the Rural Revitalization Grant for the City of Perry. MCU

Approval of a Planning and Zoning Commission Member: Motion Wolling Second Klein approving Ms. Amanda McDivitt to the Planning and Zoning Commission. Mr. McDivitt submitted a letter of intent on August 11, 2023 volunteering to serve on the Planning and Zoning Commission, which currently held vacant seats. Ms. McDivitt stated in her letter of intent that prior to moving to the community she had served on the Dallas County Planning and Zoning Commission and wished to build upon that experience will serving the City of Perry. This appointment is for a four-year term and will end on August 21, 2027. MCU

Approval of a Board of Adjustment Member: Motion Klein Second Wolling approving Ms. Paula Secress to the Board of Adjustment. Ms. Secress submitted a letter of intent on August 13, 2023 volunteering to serve on the Board of Adjustment, which currently held vacant seats. Ms. Secress stated in her letter that she had previously served on the Board and after taking a break would like to serve again. This appointment is for a five-year term and will end on August 21, 2028. MCU

Approval of a Board of Adjustment Member: Motion Mahler Second Berkland approving Mr. Zack Cregeen to the Board of Adjustment. Mr. Cregeen submitted a letter of intent on August 15, 2023 volunteering to serve on the Board of Adjustment, which currently held vacant seats. Mr. Cregeen stated in his letter that he had lived on and off in the community for 30 years and is a local realtor wanting to serve. This appointment is for a five-year term and will end on August 21, 2028. MCU

ADJOURNMENT: Mayor Andorf stated that during a September meeting the annual burning regulations would be brought forth for discussion and action. The Mayor asked the Council to think on the matter and to also take into consideration the yard waste drop site that is being operated. With no further business to conduct Mayor Andorf adjourned the meeting at 6:35 p.m.

John Andorf, Mayor

Attest:

Elizabeth Hix, City Clerk

Clerk's Certification

Date Published: August 31 , 2023

Certified By: _____
Elizabeth Hix, City Clerk

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	LIABILITIES					
PR20230822	CITY OF PERRY	EQUIP W/H		38.92	62462	8/23/23
PR20230822	COLLECTION SERVICES CENTE	CHILD SUPPORT		458.69	62466	8/23/23
PR20230822	COLONIAL LIFE	COLONIAL		200.62	62461	8/23/23
PR20230822	EMPLOYEE BENEFIT SYSTEM	WELLMARK FAMILY		5,837.00	62468	8/23/23
PR20230822	GLOBE LIFE	GLOBE-PRE TAX		261.64	2537	8/23/23
PR20230822	I.P.E.R.S.	IPERS		19,907.88	2533	8/23/23
PR20230822	MC CREARY COMMUNITY CENTE	MCCREARY DUES		24.58	62463	8/23/23
PR20230822	PRINCIPAL LIFE INSURANCE	PRINCIPAL DENTL		791.14	62465	8/23/23
PR20230822	PRINCIPAL MUTUAL LIFE	POLICE TRUST		5,050.13	2532	8/23/23
PR20230822	TASC - CLIENT INVOICES	TASC FLEX CHILD		2,497.60	2536	8/23/23
PR20230822	TREASURER STATE OF IOWA	STATE TAX		4,194.23	2534	8/23/23
PR20230822	WELLS FARGO BANK/ T-TAX	FED/FICA TAX		26,850.61	2535	8/23/23
		050 LIABILITIES TOTAL		66,113.04		
	POLICE					
08162023	DALLAS COUNTY SHERIFF'S OFFICE	NEW WORLD MODULE		1,904.00	106285	9/05/23
K94664/1	HARLAND HARDWARE	CLOG REMOVAL		35.98	106296	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		3,040.86	106299	9/05/23
09012023PD	MINBURN COMMUNICATIONS	PHONE/INTERNET SERVICES		479.42	106315	9/05/23
0344-411252	O REILLY AUTOMOTIVE INC	WIPER FLUID		12.98	106317	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		969.20	106267	8/28/23
0606258-IN	SIRCHIE ACQUISITION COMPANY	FLAWLESS REPLACEMENT PAD		49.14	106327	9/05/23
08262023	STACY FLORES-SOLIS	INTERPRETER 08/26/23#23-006808		15.00	106328	9/05/23
I1649783	STREICHER'S	CLOTHING ALLOWANCE-ARCHER		67.99	106331	9/05/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		255.79	106332	9/05/23
		110 POLICE TOTAL		6,864.80		
	FIRE					
128934	EMERGENCY APPARATUS MAINT	723P TANK FILL PLUMBING LEAK		2,206.29	106290	9/05/23
240208	FIRE SERVICE TRAINING BUREAU	FF2 ANDREA BROWBLEE		50.00	106292	9/05/23
08132023	GRASON HILL	MILEAGE REIMBURSEMENT-BREDA		187.00	106294	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		2,516.65	106299	9/05/23
09012023FD	MINBURN COMMUNICATIONS	PHONE/INTERNET SERVICES		91.94	106315	9/05/23
644022	MOTOR PARTS	718R - SERVICE ITEMS		61.39	106316	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		11.49	106322	9/05/23
9942216914	VERIZON WIRELESS	DATA PLANS		120.03	106335	9/05/23
799608	WALSH DOOR & HARDWARE CO.	NEW COMBINATION MAIN ENTRANCE		485.00	106336	9/05/23
		150 FIRE TOTAL		5,729.79		
	ANIMAL CONTROL					
00087905	FAREWAY	CAT LITTER		12.23	106291	9/05/23
		190 ANIMAL CONTROL TOTAL		12.23		
	ROADS, BRIDGES, SIDEWALKS					
1RQF-WMC9-RYDD	AMAZON CAPITAL SERVICES	SUPPLIES		19.99	106275	9/05/23
6370388448	ARAMARK UNIFORM SERVICE	MAT/TOWEL SERVICES 08/24/23		66.14	106276	9/05/23
08232023	Ben's Five and Dime	LESS TAX - TOOTSIES		89.90	106278	9/05/23
724860	CENTRAL IOWA READY MIX	C-4 HIGH EARLY SUPPLY	740.50		106281	9/05/23

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
725037	CENTRAL IOWA READY MIX	C-4 HIGH EARLY SUPPLY	649.00		106281	9/05/23
725544	CENTRAL IOWA READY MIX	C-4 HIGH EARLY - SUPPLY	877.75	2,267.25	106281	9/05/23
881562	CHUY'S AUTO SERVICE	DUMP TRUCK TIRE REPAIRS		50.00	106282	9/05/23
3470459	CLARK EQUIPMENT CO	SWEEPER BUCKET		5,582.56	106283	9/05/23
1555	CURT'S ELECTRIC INC	MERANGO DRIVE LIGHT REPAIR		90.00	106284	9/05/23
140779	ECO COUNTER	BATTERY PACK		60.00	106288	9/05/23
00087388	FAREWAY	SUPPLIES		35.96	106291	9/05/23
K94726/1	HARLAND HARDWARE	CHOPSAW	9.99		106296	9/05/23
K94858/1	HARLAND HARDWARE	PLUG CLEANOUT	18.98		106296	9/05/23
K94864/1	HARLAND HARDWARE	EMT CONDUIT	33.16		106296	9/05/23
K94886/1	HARLAND HARDWARE	DUCT TAPE/PAIL 10QT	19.97		106296	9/05/23
K94888/1	HARLAND HARDWARE	LETTER/NUMBERING SET	7.59		106296	9/05/23
K94895/1	HARLAND HARDWARE	BLADES/BOLTS/SCREWS/NAILS	18.95	108.64	106296	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		3,330.37	106299	9/05/23
254048	IOWA ONE CALL	EMAILS 74 JULY 2023		68.40	106300	9/05/23
D13328	LOGAN CONTRACTORS SUPPLY	FLAT HOOK/BAG SIKACRETE		331.52	106305	9/05/23
P20658	MACQUEEN EQUIPMENT	SWEEPER PARTS		1,019.14	106306	9/05/23
0344-412974	O REILLY AUTOMOTIVE INC	BALL MOUNT/PIN AND CLIP		71.98	106317	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		800.97	106267	8/28/23
C154549	QUALITY SERVICES CORPORAT	SERVICE DEF LIGHT 17 INT 7400		727.50	106324	9/05/23
7614131012-0-1	STAPLES BUSINESS CREDIT	SUPPLIES/WHITEBOARD		35.48	106329	9/05/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		135.51	106332	9/05/23
9942216913	VERIZON WIRELESS	DATA PLANS		120.03	106335	9/05/23
5351	WALTON'S TREE SERVICE LLC	ZONE 1 REMOVAL/TRIMMING		20,969.00	106337	9/05/23
		210 ROADS, BRIDGES, SIDEWALKS TOTAL		36,014.78		
		STREET LIGHTING				
08182023GR	ALLIANT ENERGY - IP&L	GROVE STREET SIREN	25.04		106274	9/05/23
08242023CROSS	ALLIANT ENERGY - IP&L	CROSS LIGHTS	238.61	263.65	106274	9/05/23
		230 STREET LIGHTING TOTAL		263.65		
		TRAFFIC CONTROL & SAFETY				
036591	IOWA PRISON INDUSTRIES	VARIOUS STREET SIGNAGE		1,073.93	106301	9/05/23
		240 TRAFFIC CONTROL & SAFETY TOTAL		1,073.93		
		AIRPORT				
3317	PO BOX 360	AED PACKAGE AIRPORT/ICAP GRANT		783.05	106271	9/05/23
909	ALL OUTDOOR POWER AND EQUIP	EQUIPMENT/MOTOMIX		329.90	106273	9/05/23
47514	CMT, INC.			400.00-		
00204187	FAREWAY	SUPPLIES		7.96	106291	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		258.73	106299	9/05/23
08282023	JACK BUTLER	REIMBURSEMENT-MILEAGE KC CONF		305.23	106302	9/05/23
0T5.130018-2-#2	MANATTS, INC	PAY REQ #2 - PHASE 2 RELOCATE		548,985.15	106265	8/22/23
543361351	MIDAMERICAN ENERGY	GAS UTILITY		13.39	106313	9/05/23
09012023AIR	MINBURN COMMUNICATIONS	INTERNET SERVICES		99.99	106315	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		11.49	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		104.07	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		23.46	106332	9/05/23
9942085555	VERIZON WIRELESS	PHONE/DATA SERVICES	41.31		106335	9/05/23
9942216913	VERIZON WIRELESS	DATA PLANS	40.01	81.32	106335	9/05/23

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
0T.125090-11	WENTHOLD EXCAVATING LLC	PAY REQUEST #11-PHASE 1 RELOCA		11,322.76	106266	8/22/23
		280 AIRPORT TOTAL		561,926.50		
	GARBAGE DEPARTMENT					
5882	CAPITAL SIGN COMPANY LLC	SANITATION TRUCK LETTERING		692.46	106280	9/05/23
896004	ELLIOTT EQUIPMENT COMPANY	2023 PETERBILT/REFUSE BODY/WIN		232,250.00	106289	9/05/23
41526	FREEDOM FIRST AID AND SAF	FIRST AID SUPPLIES		239.85	106293	9/05/23
K94814/1	HARLAND HARDWARE	WINDOW AIR CONDITIONER	379.99		106296	9/05/23
K94834/1	HARLAND HARDWARE	PACKAGE TAPE/FOR SALE SIGN	18.98	398.97	106296	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		1,591.42	106299	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		123.74	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		53.27	106332	9/05/23
9942216913	VERIZON WIRELESS	DATA PLANS		160.04	106335	9/05/23
		290 GARBAGE DEPARTMENT TOTAL		235,544.19		
	OTHER PUBLIC WORKS					
0235424-IN	ACCO UNLIMITED	CHEMICALS		183.20	106269	9/05/23
53396	DREES HEATING AND PLUMBING	MCB-SENIOR ROOM COOLING ISSUE		309.00	106287	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		665.80	106299	9/05/23
1125349	MARTIN BROTHERS	SUPPLIES-GLOVES/TOWELS/SOAP/SC	4,770.52		106307	9/05/23
1130703	MARTIN BROTHERS	SUPPLIES-CLEANER/TISSUE	226.42	4,996.94	106307	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		125.53	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		32.88	106332	9/05/23
9942085556	VERIZON WIRELESS	PHONE SERVICES		41.31	106335	9/05/23
799732	WALSH DOOR & HARDWARE CO.	STORAGE SHEDS MORTISE CYLINDER		595.00	106336	9/05/23
		299 OTHER PUBLIC WORKS TOTAL		6,949.66		
	LIBRARY					
08222023CL	ALLIANT ENERGY - IP&L	CARNEGIE ELECTRIC	282.30		106274	9/05/23
08222023LIB	ALLIANT ENERGY - IP&L	LIBRARY ELECTRIC	21.04	303.34	106274	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		56.99	106299	9/05/23
543381109	MIDAMERICAN ENERGY	GAS UTILITY CARNEGIE		14.36	106313	9/05/23
09012023CARN	MINBURN COMMUNICATIONS	PHONE/INTERNET SERVICES	138.81		106315	9/05/23
09012023LIB	MINBURN COMMUNICATIONS	PHONE/INTERNET SERVICES	324.27	463.08	106315	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		252.43	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		70.13	106332	9/05/23
		410 LIBRARY TOTAL		1,160.33		
	PARKS					
CRO132819	A KING'S THRONE LLC	RENTAL CABOOSE PARK		128.00	106268	9/05/23
08222023JD	ALLIANT ENERGY - IP&L	JOSH DAVIS ELECTRIC		60.11	106274	9/05/23
79977930	BOMGAARS	SUPPLIES/CHEMICALS		1,083.18	106279	9/05/23
K94750/1	HARLAND HARDWARE	LABLER/BATTERIES/REFILL		69.57	106296	9/05/23
12467	I-80 TRAILERS	2023 H&H RAIL SIDE 76X12 TRAIL		2,450.00	106297	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		527.91	106299	9/05/23
42482	MARTIN'S FLAG COMPANY INC	15' FLAGPOLE/ACCESSORIES		271.80	106308	9/05/23
36	MCFARLANDS HAWKEYEPAVING CO.	ASPHALT \$38 SQ YARD FOR 309		11,750.00	106309	9/05/23
63875	MENARDS	CHAINLINK GALV K-PICK		108.98	106311	9/05/23
67203	MENARDS	SUPPLIES	66.28		106312	9/05/23

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
67589	MENARDS	WOOD/STORAGE REEL/FILTERS/#18	80.54		106312	9/05/23
67593	MENARDS	EXCHANGE - WOOD	19.00	165.82	106312	9/05/23
543375002	MIDAMERICAN ENERGY	GAS UTILITY PARK BLDG		11.44	106313	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		74.18	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		34.56	106332	9/05/23
5980406	VAN-WALL EQUIPMENT	PARTS FOR 1585	117.91		106334	9/05/23
5984655	VAN-WALL EQUIPMENT	Z997R JOHN DEERE	29,237.87	29,355.78	106334	9/05/23
		430 PARKS TOTAL		46,091.33		
	CEMETERY					
K94745/1	HARLAND HARDWARE	BATTERIES/PWRGEAR		308.98	106296	9/05/23
543369861	MIDAMERICAN ENERGY	GAS UTILITY CEMETERY		12.41	106313	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		11.49	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		104.09	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		25.95	106332	9/05/23
		450 CEMETERY TOTAL		462.92		
	RECREATION-COMM CTR					
0235418-IN	ACCO UNLIMITED	CHEMICALS	672.83		106269	9/05/23
0235419-IN	ACCO UNLIMITED	CHEMICALS	245.20	918.03	106269	9/05/23
2023	AMERICAN SOCIETY OF COMPOSERS	2023 LICENSE FEES		438.75	106277	9/05/23
08242023	Ben's Five and Dime	HOOPS/FROOTIES	38.14		106278	9/05/23
08252023	Ben's Five and Dime	SUPPLIES	35.46	73.60	106278	9/05/23
94632/1	HARLAND HARDWARE	LIGHT PANEL/SHOAT/HOG RING	39.97		106296	9/05/23
K94687/1	HARLAND HARDWARE	RIB PLS ANC KIT	39.98		106296	9/05/23
K94722/1	HARLAND HARDWARE	SUCTION CUP/CHANNEL TRIM	15.98		106296	9/05/23
K94764/1	HARLAND HARDWARE	CABLETIES	14.99		106296	9/05/23
K95078/1	HARLAND HARDWARE	BLOCK/FLEX/SPRAY PAINT	45.95		106296	9/05/23
K95082/1	HARLAND HARDWARE	TRIM SCREWS/MULTISCREW	18.98	175.85	106296	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		316.88	106299	9/05/23
AUG2023	LINDA FRIEDRICHSEN	YOGA 08/02-08/30		180.00	106304	9/05/23
08212023MCB	MEDIACOM	INTERNET/PHONE SERVICES		368.78	106310	9/05/23
67589	MENARDS	WOOD/STORAGE REEL/FILTERS/#18		76.26	106312	9/05/23
543373711	MIDAMERICAN ENERGY	MCCREARY GAS UTILITY		258.79	106313	9/05/23
INST374310	MIDWEST OFFICE TECHNOLOGY	PRINTER/COPIER/SCANNER AGREMEN		158.97	106314	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		403.87	106267	8/28/23
08252023	SAM'S CLUB DIRECT	SUPPLIES		96.08	106326	9/05/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		97.61	106332	9/05/23
9942216913	VERIZON WIRELESS	DATA PLANS		80.02	106335	9/05/23
		460 RECREATION-COMM CTR TOTAL		3,677.93		
	ECONOMIC DEVELOPMENT					
08282023	PERRY ECONOMIC DEVELOPMEN	HP DEVELOPMENT AGREEMENT YR 4		50,000.00	106320	9/05/23
		520 ECONOMIC DEVELOPMENT TOTAL		50,000.00		
	PLANNING & ZONING					
INV87707	IMWCA	WORK COMP PREMIUM		352.86	106299	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		74.18	106267	8/28/23

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		17.56	106332	9/05/23
994208555	VERIZON WIRELESS	PHONE/DATA SERVICES		122.63	106335	9/05/23
		540 PLANNING & ZONING TOTAL		601.67		
INV87707	MAYOR/COUNCIL/CITY MGR IMWCA	WORK COMP PREMIUM		1.72	106299	9/05/23
		610 MAYOR/COUNCIL/CITY MGR TOTAL		1.72		
0011040879	CLERK/TREASURER/ADM CSG FORTE PAYMENTS, INC	JULY CREDIT CARD FEES		25.68	2538	8/28/23
409805	DALLAS COUNTY TREASURER	CEMETERY AG LAND	388.00		106286	9/05/23
409807	DALLAS COUNTY TREASURER	CEMETERY AG LAND	72.00		106286	9/05/23
411257	DALLAS COUNTY TREASURER	CEMETERY AG LAND	180.00		106286	9/05/23
411258	DALLAS COUNTY TREASURER	CEMETERY AG LAND	78.00	718.00	106286	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		325.42	106299	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		312.21	106267	8/28/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		92.87	106332	9/05/23
		620 CLERK/TREASURER/ADM TOTAL		1,474.18		
SEP-23	MARKETING & COMM DEPT PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		14.48	106267	8/28/23
		625 MARKETING & COMM DEPT TOTAL		14.48		
08222023CH	CITY HALL/GENERAL BLDGS ALLIANT ENERGY - IP&L	CITY HALL ELECTRIC		21.04	106274	9/05/23
543358284	MIDAMERICAN ENERGY	GAS UTILITY CITY HALL		241.74	106313	9/05/23
09012023CH	MINBURN COMMUNICATIONS	PHONE/INTERNET SERVICES		370.43	106315	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
9942216913	VERIZON WIRELESS	DATA PLANS		40.01	106335	9/05/23
		650 CITY HALL/GENERAL BLDGS TOTAL		707.66		
3317	OTHER GENERAL GOVERNMENT PO BOX 360	AED PACKAGE AIRPORT/ICAP GRANT		1,000.00	106271	9/05/23
08222023LEGION	ALLIANT ENERGY - IP&L	LEGION HALL ELECTRIC	24.68		106274	9/05/23
08222023TC	ALLIANT ENERGY - IP&L	TOWNCRAFT ELECTRIC	21.04	45.72	106274	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		1,557.29	106299	9/05/23
543394524	MIDAMERICAN ENERGY	GAS UTILITY AMERICAN LEGION	11.44		106313	9/05/23
543395423	MIDAMERICAN ENERGY	GAS UTILITY TOWNCRAFT	11.44	22.88	106313	9/05/23
09012023TC	MINBURN COMMUNICATIONS	TOWNCRAFT PHONE SERVICES		76.88	106315	9/05/23
08282023	PEGASUS INC.	2ND QTR 2023 FRANCHISE FEES		4,922.95	106318	9/05/23
Q2-2023	PERRY CHAMBER OF COMMERCE	2ND QTR HOTEL/MOTEL TAX 2023		14,743.69	106319	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		41.63	106267	8/28/23
9555838	PROVANTAGE, LLC	STORAGE SERVER SETUP		952.23	106323	9/05/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		176.30	106332	9/05/23
1970	THE PERRY NEWS	ADV FOR SALE ITEMS		525.00	106333	9/05/23
		699 OTHER GENERAL GOVERNMENT TOTAL		24,064.57		

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	CAPITAL PROJECTS					
413876	DALLAS COUNTY TREASURER	IOWA STREET WETLANDS	274.00		106286	9/05/23
427840	DALLAS COUNTY TREASURER	IOWA STREET WETLANDS	224.00	498.00	106286	9/05/23
	750	CAPITAL PROJECTS TOTAL		498.00		
	SEWER/SEWAGE DISPOSAL					
6255	ACCU JET SEWER AND DRAIN	CLARIFIER TANK CLEAN OUT	15,219.01		106270	9/05/23
6257	ACCU JET SEWER AND DRAIN	WARFORD 14TH-16TH CLEAN/CAMERA	973.72		106270	9/05/23
6258	ACCU JET SEWER AND DRAIN	WASTEWATER LINE/CLEAN-TELEWISE	1,298.30	17,491.03	106270	9/05/23
PS-INV287557	AGSOURCE COOPERATIVE SERVICES	CHEMICALS	23.50		106272	9/05/23
PS-INV288515	AGSOURCE COOPERATIVE SERVICES	CHEMICALS	43.25	66.75	106272	9/05/23
08282023WPCF	ALLIANT ENERGY - IP&L	SEWER PLANT ELECTRIC		8,378.78	106274	9/05/23
6370388446	ARAMARK UNIFORM SERVICE	MAT/TOWEL SERVICES 08/24/23		117.42	106276	9/05/23
94647/1	HARLAND HARDWARE	FLYING INSPECT RAID/GFCI/DUP C	20.96		106296	9/05/23
K94867/1	HARLAND HARDWARE	TUBE SAND #70	28.74	49.70	106296	9/05/23
INV87707	IMWCA	WORK COMP PREMIUM		420.10	106299	9/05/23
543355782	MIDAMERICAN ENERGY	GENERATOR DEWEY		11.44	106313	9/05/23
5744512	PERRY PAINT AND DESIGN	DAMAGE REPAIRS - BATHROOM WIND		190.64	106321	9/05/23
3317952893	PITNEY BOWES	POSTAGE MACHINE LEASE		34.44	106322	9/05/23
SEP-23	PRINCIPAL LIFE INSURANCE	DENTAL/VISION INSURANCE COSTS		178.27	106267	8/28/23
10620	REPP CONSTRUCTION	ROCK FOR WASTEWATER		737.81	106325	9/05/23
SHL2023	STATE HYGENIC LABORATORY	SHL 2023 REGISTRATION-KEZAR		100.00	106330	9/05/23
SEP-23	THE HARTFORD	LIFE INSURANCE COSTS		40.86	106332	9/05/23
9942085556	VERIZON WIRELESS	PHONE SERVICES		41.31	106335	9/05/23
08162023	WINDSTREAM ACCOUNTS PAYAB	PHONE SERVICES		98.22	106338	9/05/23
	815	SEWER/SEWAGE DISPOSAL TOTAL		27,956.77		
	STORM WATER					
125	JC EXCAVATING	24" PLASTIC TILE REPAIRS		600.00	106303	9/05/23
	865	STORM WATER TOTAL		600.00		
		Accounts Payable Total		1,077,804.13		
		Invoices: Paid		1,078,204.13		
	Payroll Checks					
	001	GENERAL		80,590.31		
	110	ROAD USE TAX		13,195.67		
	122	LOCAL OPTION TAX MAINT		3,202.39		
	178	FULLHART CARNEGIE TRUST		748.25		
	610	SEWER		6,285.82		
		Total Paid On: 8/23/23		104,022.44		
		Total Payroll Paid		104,022.44		
		Report Total		1,181,826.57		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	166,819.77
110	ROAD USE TAX	29,318.59
112	EMPLOYEE BENEFITS	18,959.37
121	LOCAL OPTION SALES TAX	283,128.44
122	LOCAL OPTION TAX MAINT	11,332.64
125	TAX INCREMENT FINANCING	50,000.00
155	TREE REMOVAL FUND	20,969.00
170	TOWN CRAFT BUILDING	109.36
176	AMERICAN LEGION BLDG FUND	36.12
178	FULLHART CARNEGIE TRUST	1,398.93
334	AIRPORT LAND ACQUISITION	559,907.91
335	IOWA ST WETLANDS PROJECT	498.00
610	SEWER	38,748.44
740	SEWER DISCHARGE FUND	600.00

	TOTAL FUNDS	1,181,826.57

RESOLUTION NO. 090523A

RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the City of Perry deems it necessary to have a temporary construction easement for the Iowa Street Stormwater Wetland Project on property owned by Perry Economic Development; and

WHEREAS, a temporary construction easement was requested to provided additional area so that the Iowa Street Stormwater Wetland Project may access to this area during construction; and

WHEREAS, Perry Economic Development has agreed to and signed such temporary construction easement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRY, IOWA, THAT they accept and approve the temporary construction easement as legally described below:

That Part of Lot 1, Perry Commercial Park, City of Perry, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Said Lot 1 to the Beginning of a 1,372.50 Foot Radius Curve, Concave Southwesterly, Thence 60.00 Feet Along Said Curve, Chord Bearing S 72029'50" E, 60.00 Feet Along the South Right-of-way Line of Willis Avenue; Thence S 19008'58" W, 21.21 Feet to the Point of Beginning; Thence S 00023'39" E, 322.42 feet; Thence S 87021'10" W, 20.02 Feet; Thence N 00023'39" W, 266.86 Feet; Thence N 19008'58" E, 59.79 Feet to the Point of Beginning.

PASSED AND APPROVED this 5th day of September, 2023.

John Andorf, Mayor

Attest:

Elizabeth Hix, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned Grantor, **Perry Economic Development, Inc.**, hereafter referred to as “**Owner**,” in consideration of the **City of Perry**, Iowa, an Iowa Municipal Corporation, as Grantee and hereafter referred to as “**City**,” constructing certain public improvements and for one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by Owner, the Owner does hereby sell, grant, transfer and convey unto the City, its successors and assigns,

(1) A **Temporary Construction Easement** shall be valid for a period of one year from the date of acceptance of this easement by the parties or until the construction is complete, whichever date is sooner. This temporary easement grant includes, but is not limited to the right of the City, its successors and assigns, to use the easement right of way for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment during the construction phase of the project.

The location of the above-described easement is specifically described as follows:

TEMPORARY CONSTRUCTION EASEMENT

That Part of Lot 1, Perry Commercial Park, City of Perry, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Said Lot 1 to the Beginning of a 1,372.50 Foot Radius Curve, Concave Southwesterly, Thence 60.00 Feet Along Said Curve, Chord Bearing S 72°29'50" E, 60.00 Feet Along the South Right-of-way Line of Willis Avenue; Thence S 19°08'58" W, 21.21 Feet to the Point of Beginning; Thence S 00°23'39" E, 322.42 feet; Thence S 87°21'10" W, 20.02 Feet; Thence N 00°23'39" W, 266.86 Feet; Thence N 19°08'58" E, 59.79 Feet to the Point of Beginning.

The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within the Easement:

(a) The Easement granted by the owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.

(b) After construction, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and assigns, during the course of construction. It is understood

that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

(c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above described temporary easement during the period of its duration, and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation or repair of the utilities located within the easement right of way. The City, its successors and assigns shall have the right to clear and remove any obstructions from the easement right-of-way. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement right-of-way without the prior written approval of the City.

(d) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth.

(e) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.

(f) The parties further agree that the undersigned Owner hereby releases the City from liability and relinquishes any claim for damages to the Owner's property hereinabove described, arising out of the City's use of the easements granted herein, *except* such damages as may be caused by the negligent acts or omissions of the City, its agents, contractors or employees. It is further understood and agreed that the City will indemnify and hold harmless the undersigned Owner, its heirs, successors and assigns from and against all liability, loss and expense occasioned by the negligence of the City or its agents, contractors, employees or assigns in the construction of the public improvements pursuant to this Easement.

Signed at Perry, Dallas County Iowa, this 15th day of August, 2023.

Jeff Huitt President
Perry Economic Development, Jeff Huitt, President

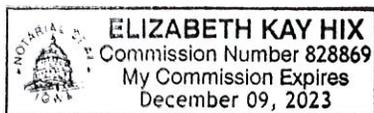
ACKNOWLEDGMENT

State of Iowa, County of Dallas, ss:

Signed or attested before me on this 15th day of August, 2023,

By Jeff Huitt, as President of Perry Economic Development, Inc.

[Signature]
Notary Public, State of Iowa

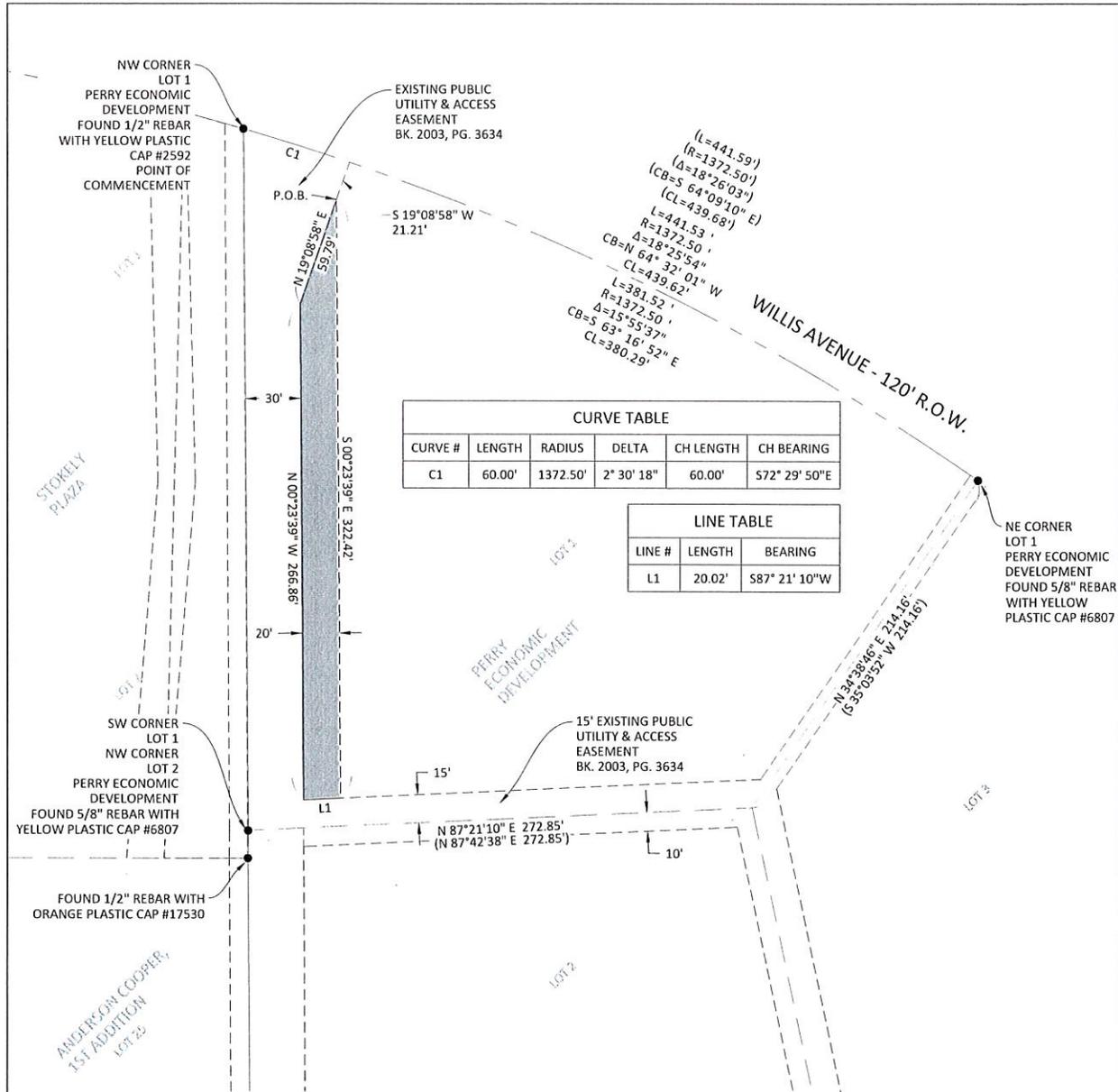


ACCEPTANCE AND APPROVAL BY CITY: The undersigned Clerk of the City of Perry, Iowa, hereby certifies that the above and foregoing Easement was Accepted and Approved by the City of Perry pursuant to written Resolution Number _____, passed and adopted by the City Council of Perry during its regular session on the _____ day of September, 2023.

Elizabeth Hix, City Clerk, City of Perry

INDEX LEGEND	
LOCATION	PART OF LOT 1, PERRY ECONOMIC DEVELOPMENT, CITY OF PERRY, DALLAS COUNTY, IOWA
REQUESTOR:	CITY OF PERRY
PROPRIETOR:	PERRY ECONOMIC DEVELOPMENT
SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DR., AMES, IA 50010 (515)-233-6100

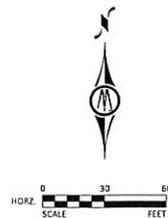
FOR RECORDER USE ONLY



- LEGEND:**
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP (UNLESS OTHERWISE NOTED)
 - SET 1/2" REBAR WITH YELLOW PLASTIC CAP #17535 (UNLESS OTHERWISE NOTED)
 - (R) RECORDED DIMENSION
 - P.O.B. POINT OF BEGINNING
 - ACQUIRED EASEMENT AREA= 6,193 SQ FT

LEGAL DESCRIPTION:
 THAT PART OF LOT 1, PERRY COMMERCIAL PARK, CITY OF PERRY, DALLAS COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 TO THE BEGINNING OF A 1,372.50 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THENCE 60.00 FEET ALONG SAID CURVE, CHORD BEARING S 72° 29' 50" E, 60.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF WILLIS AVENUE; THENCE S 19° 08' 58" W, 21.21 FEET TO THE POINT OF BEGINNING; THENCE S 00° 23' 39" E, 322.42 FEET; THENCE S 87° 21' 10" W, 20.02 FEET; THENCE N 00° 23' 39" W, 266.86 FEET; THENCE N 19° 08' 58" E, 59.79 FEET TO THE POINT OF BEGINNING.

- NOTES:**
- BASIS OF BEARING IS IOWA REGIONAL COORDINATE SYSTEM, ZONE 8, US SURVEY FOOT.
 - THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
 - 15' EXISTING PUBLIC UTILITY & ACCESS EASEMENT DRAWN FROM BOOK 2003, PAGE 3634.
 - EXISTING PUBLIC UTILITY & ACCESS EASEMENT DRAWN FROM BOOK 2003, PG. 3634.



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed and surveyed under the laws of the State of Iowa.

EUGENE R. DREYER
 P.L.S. #17535
 DATE: 7/17/23
 MY LICENSE RENEWAL DATE IS 12/31/2024
 PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

MAP OF EASEMENT - TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1, PERRY ECONOMIC DEVELOPMENT, CITY OF PERRY, DALLAS COUNTY, IOWA

BOLTON & MENK

1519 BALTIMORE DRIVE
 AMES, IOWA 50010
 (515) 233-6100

SHEET
 1
 of
 1

RESOLUTION NO. 090523B

RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the City of Perry deems it necessary to have a temporary construction easement for the Iowa Street Stormwater Wetland Project on property owned by Perry Economic Development; and

WHEREAS, a temporary construction easement was requested to provided additional area so that the Iowa Street Stormwater Wetland Project may access to this area during construction; and

WHEREAS, Perry Economic Development has agreed to and signed such temporary construction easement.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRY, IOWA, THAT they accept and approve the temporary construction easement as legally described below:

That Part of Lot 2, Perry Commercial Park, City of Perry, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Said Lot 2; Thence N 87021'10" E, 30.02 Feet Along the North Line of Said Lot 2; Thence S 00023"12" E, 10.01 Feet to the Point of Beginning; Thence N 87021'10" E, 20.02 Feet; Thence S 00023'09" E, 275.62 Feet; Thence S 87021'10" W, 20.02 Feet; Thence N 00023'08" W, 275.62 Feet to the Point of Beginning.

PASSED AND APPROVED this 5th day of September, 2023.

John Andorf, Mayor

Attest:

Elizabeth Hix, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned Grantor, **Perry Economic Development, Inc.**, hereafter referred to as "**Owner**," in consideration of the **City of Perry**, Iowa, an Iowa Municipal Corporation, as Grantee and hereafter referred to as "**City**," constructing certain public improvements and for one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by Owner, the Owner does hereby sell, grant, transfer and convey unto the City, its successors and assigns,

(1) A Temporary Construction Easement shall be valid for a period of one year from the date of acceptance of this easement by the parties or until the construction is complete, whichever date is sooner. This temporary easement grant includes, but is not limited to the right of the City, its successors and assigns, to use the easement right of way for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment during the construction phase of the project.

The location of the above-described easement is specifically described as follows:

TEMPORARY CONSTRUCTION EASEMENT

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The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within the Easement:

(a) The Easement granted by the owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.

(b) After construction, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and assigns, during the course of construction. It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

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(d) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth.

(e) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.

(f) The parties further agree that the undersigned Owner hereby releases the City from liability and relinquishes any claim for damages to the Owner's property hereinabove described, arising out of the City's use of the easements granted herein, *except* such damages as may be caused by the negligent acts or omissions of the City, its agents, contractors or employees. It is further understood and agreed that the City will indemnify and hold harmless the undersigned Owner, its heirs, successors and assigns from and against all liability, loss and expense occasioned by the negligence of the City or its agents, contractors, employees or assigns in the construction of the public improvements pursuant to this Easement.

Signed at Perry, Dallas County Iowa, this 15th day of August, 2023.

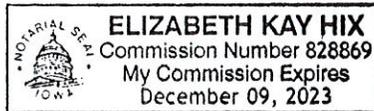
Jeff Huitt President
Perry Economic Development, Jeff Huitt, President

ACKNOWLEDGMENT

State of Iowa, County of Dallas, ss:

Signed or attested before me on this 15th day of August, 2023,

By Jeff Huitt, as President of Perry Economic Development, Inc.



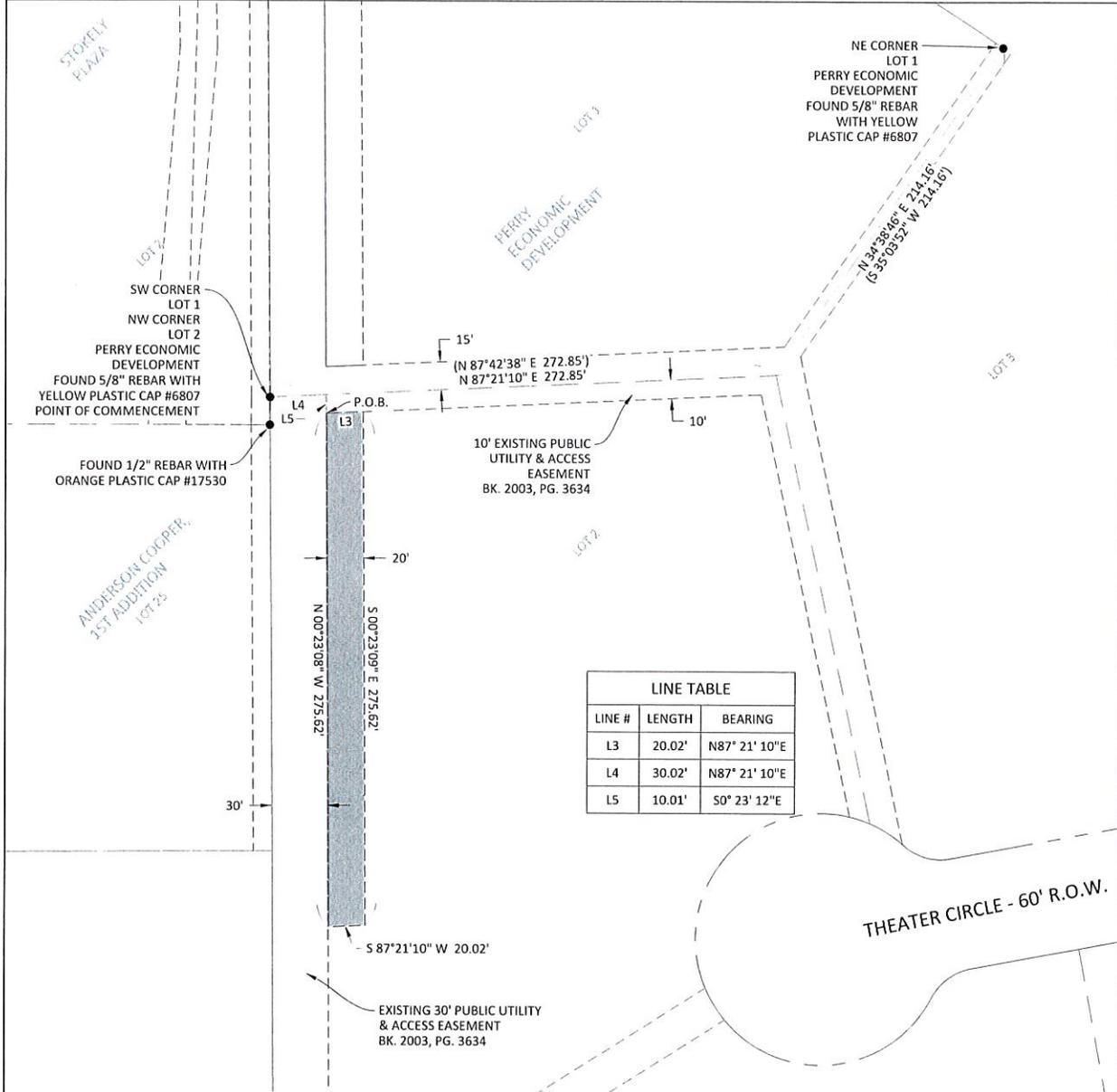
[Signature]
Notary Public, State of Iowa

ACCEPTANCE AND APPROVAL BY CITY: The undersigned Clerk of the City of Perry, Iowa, hereby certifies that the above and foregoing Easement was Accepted and Approved by the City of Perry pursuant to written Resolution Number _____, passed and adopted by the City Council of Perry during its regular session on the _____ day of September, 2023.

Elizabeth Hix, City Clerk, City of Perry

INDEX LEGEND	
LOCATION	PART OF LOT 2, PERRY COMMERCIAL PARK, CITY OF PERRY, DALLAS COUNTY, IOWA
REQUESTOR:	CITY OF PERRY
PROPRIETOR:	PERRY ECONOMIC DEVELOPMENT
SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DR., AMES, IA 50010 (515) 233-6100

FOR RECORDER USE ONLY



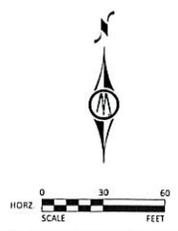
LINE TABLE		
LINE #	LENGTH	BEARING
L3	20.02'	N87° 21' 10"E
L4	30.02'	N87° 21' 10"E
L5	10.01'	S0° 23' 12"E

- LEGEND:**
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP (UNLESS OTHERWISE NOTED)
 - SET 1/2" REBAR WITH YELLOW PLASTIC CAP #17535 (UNLESS OTHERWISE NOTED)
 - (R) RECORDED DIMENSION
 - P.O.B. POINT OF BEGINNING
 - ACQUIRED EASEMENT AREA= 5,712 SQ FT

LEGAL DESCRIPTION:
THAT PART OF LOT 2, PERRY COMMERCIAL PARK, CITY OF PERRY, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE N 87°21'10" E, 30.02 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE S 00°23'12" E, 10.01 FEET TO THE POINT OF BEGINNING; THENCE N 87°21'10" E, 20.02 FEET; THENCE S 00°23'09" E, 275.62 FEET; THENCE S 87°21'10" W, 20.02 FEET; THENCE N 00°23'08" W, 275.62 FEET TO THE POINT OF BEGINNING.

- NOTES:**
1. BASIS OF BEARING IS IOWA REGIONAL COORDINATE SYSTEM, ZONE 8, US SURVEY FOOT.
 2. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
 3. 15' EXISTING PUBLIC UTILITY & ACCESS EASEMENT DRAWN FROM BOOK 2003, PAGE 3634.
 4. EXISTING PUBLIC UTILITY & ACCESS EASEMENT DRAWN FROM BOOK 2003, PG. 3634.



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am duly licensed to practice as a surveyor under the laws of the State of Iowa.

Eugene R. Dreyer
EUGENE R. DREYER
REG. NO. 17535 DATE: 7/17/23
MY LICENSE RENEWAL DATE IS 12/31/2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

MAP OF EASEMENT - TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 2, PERRY COMMERCIAL PARK, CITY OF PERRY, DALLAS COUNTY, IOWA



1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

SHEET
1
OF
1



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

VIA EMAIL: sven.peterson@perryia.org

September 1, 2023

Sven Peterson, City Administrator
City of Perry
1102 Willis Avenue
Perry, IA 50220

RE: Wastewater Treatment Facility Improvements
Woodruff Application for Payment No. 27
City of Perry, Iowa
Project No. A21.115919

Dear Sven,

Please find attached Pay Application No. 27 from Woodruff Construction, Inc. for the construction of the Perry Wastewater Treatment Facility Improvements. I have reviewed this request and recommend payment to the contractor for \$728,747.60. To date, the completed work and stored materials are 85.4% of the total contract amount.

Please confirm you received this request at your convenience. If you have any questions, please contact me.

Sincerely,

Bolton & Menk, Inc.

Andrew Sindt, P.E.
Environmental Engineer

cc: Josh Wuebker – City of Perry
Susie Moorhead – City of Perry
Liz Hicks – City of Perry
Dave Gliem – City of Perry
Luke Hamill – Region XII COG
Matt Ferrier – Bolton & Menk
Ron Covert – Bolton & Menk
File

Enclosure

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

8 PAGES

TO OWNER REPRESENTATIVE:

City of Perry, IA
1102 Willis Ave
Perry, IA 50220

PROJECT: WWTP Improvements

14323 Ivy Place
Perry, IA 50220

APPLICATION NO: 27

PERIOD TO: 08/30/23

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

Woodruff Construction, LLC
1890 Kountry Lane
Fort Dodge, IA 50501

ARCH / ENG: Bolton & Menk

1519 Baltimore Drive
Ames, IA 50010

PROJECT #: 21-042

CONTRACT #:

ORDER #:

REQ / REF #: A21.115919

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>27,358,700.00</u>
2. Net change by Change Orders	\$	<u>46,441.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>27,405,141.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>23,353,314.34</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>1,095,909.31</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>71,756.41</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>1,167,665.72</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>22,185,648.62</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>21,456,901.02</u>
8. CURRENT PAYMENT DUE	\$	<u>728,747.60</u>
9. BALANCE TO FINISH, INCL RETAINAGE (Line 3 less Line 6)	\$	<u>5,219,492.38</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$46,441.00	
TOTALS	\$46,441.00	\$0.00
NET CHANGES by Change Order	\$46,441.00	

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

CONTRACTOR:

By: Anthony Meike Date: 8/31/23
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 728,747.60

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

ARCHITECT:
 By: Andrew Smith Date: 9/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
DIVISION 1									
1000.01	Mobilize, Bonds, Insurance	\$480,415.00	\$480,415.00	\$0.00		\$480,415.00	100.00%		\$24,020.75
1000.02	General Conditions	\$1,600,000.00	\$1,440,500.00	\$30,000.00		\$1,470,500.00	91.91%	\$129,500.00	\$73,525.00
1020.00	<i>General Construction Allowance</i>	<i>\$600,000.00</i>							
1020.01-1	Field Order #01 - Pump Manf & Docs Website	-\$5,096.00	(\$5,096.00)	\$0.00		(\$5,096.00)	100.00%		(\$254.80)
1020.01-2	Field Order #04 - Clarifier Subbase	-\$14,453.00	(\$14,453.00)	\$0.00		(\$14,453.00)	100.00%		(\$722.65)
1020.01-3	Field Order #05 - Rapid Mix Subbase	-\$2,040.00	(\$2,040.00)	\$0.00		(\$2,040.00)	100.00%		(\$102.00)
1020.01-4	Field Order #06R1 - UV Bldg Subbase	-\$9,300.00	(\$9,300.00)	\$0.00		(\$9,300.00)	100.00%		(\$465.00)
1020.01-5	Field Order #07R1 - CPB Subbase	\$17,478.00	\$17,478.00	\$0.00		\$17,478.00	100.00%		\$873.90
1020.01-6	Field Order #08 - Half Lites & Variocap	-\$176.00	(\$176.00)	\$0.00		(\$176.00)	100.00%		(\$8.80)
1020.01-7	Field Order #10R1 - WAS Tank Subbase	\$2,560.00	\$2,560.00	\$0.00		\$2,560.00	100.00%		\$128.00
1020.01-8	Field Order #11R1 - Clarifier Subbase	-\$2,182.00	(\$2,182.00)	\$0.00		(\$2,182.00)	100.00%		(\$109.10)
1020.01-9	Field Order #12 - Precast Parapet	\$14,952.00	\$14,952.00	\$0.00		\$14,952.00	100.00%		\$747.60
1020.01-10	Field Order #14 - CPB Sump Depth	\$4,089.00	\$4,089.00	\$0.00		\$4,089.00	100.00%		\$204.45
1020.01-11	Field Order #15 - Oper Bldg Subbase	\$1,160.00	\$1,160.00	\$0.00		\$1,160.00	100.00%		\$58.00
1020.01-12	Field Order #17 - Site Utilities	\$55,431.00	\$39,292.00	\$3,389.00		\$42,681.00	77.00%	\$12,750.00	\$2,134.05
1020.01-13	Field Order #18 - Dump Station Subbase	\$664.00	\$664.00	\$0.00		\$664.00	100.00%		\$33.20
1020.01-14	Field Order #19 - Retaining Wall Subbase	\$680.00	\$680.00	\$0.00		\$680.00	100.00%		\$34.00
1020.01-15	Field Order #20 - Nutrient LS Obstruction	\$7,851.00	\$7,851.00	\$0.00		\$7,851.00	100.00%		\$392.55
1020.01-16	Field Order #21 - Electrical Room Subbase	\$241.00	\$241.00	\$0.00		\$241.00	100.00%		\$12.05
1020.01-17	FO #25 - Scum Pipe, Dr 52, OB Air Pipe, UV Elec	-\$10,940.00	(\$5,470.00)	(\$5,470.00)		(\$10,940.00)	100.00%		(\$547.00)
1020.01-18	FO #27 - Exhaust Fan EF-5 Electrical	\$3,170.00	\$750.00	\$2,420.00		\$3,170.00	100.00%		\$158.50
1020.01-19	FO #30 - Elec Handhole Mods, Oper Bldg Hydrant	\$5,918.00	\$5,918.00	\$0.00		\$5,918.00	100.00%		\$295.90
1020.01-20	FO #31 - Admin Bldg Lab Tile Replacement	\$12,051.00	\$12,051.00	\$0.00		\$12,051.00	100.00%		\$602.55
1020.01-21	FO #32 - RDT Polymer Equipment	-\$814.00	(\$814.00)	\$0.00		(\$814.00)	100.00%		(\$40.70)
1020.01-22	FO #35 - Dump Station Drain Pipe	\$32,036.00	\$32,036.00	\$0.00		\$32,036.00	100.00%		\$1,601.80
1020.01-23	FO #35 - Admin Bldg Stairway Drywall	\$1,694.00	\$0.00	\$0.00		\$0.00	0.00%	\$1,694.00	\$0.00
1020.01-24	FO #35 - Trickling Filter Demolition	\$65,891.00	\$49,418.25	\$0.00		\$49,418.25	75.00%	\$16,472.75	\$2,470.91
1020.01-25	FO #36 - Elect Utility Service Conduit (balance)	\$3,597.00	\$3,597.00	\$0.00		\$3,597.00	100.00%		\$179.85
1020.01-26	FO #37 - Hoist Base Revisions	\$668.00	\$668.00	\$0.00		\$668.00	100.00%		\$33.40

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1020.01-27	FO #39 - Pipe Backfill & Admin Lab Piping	-\$70,533.00	(\$45,000.00)	(\$10,533.00)		(\$55,533.00)	78.73%	(\$15,000.00)	(\$2,776.65)
1020.01-28	FO #41 - Hollowcore Rough Edge Credit	-\$15,000.00	(\$3,750.00)	(\$3,750.00)		(\$7,500.00)	50.00%	(\$7,500.00)	(\$375.00)
1020.01-29	FO #43 - Fence and Gate Modifications	\$14,294.00	\$3,700.00	\$0.00		\$3,700.00	25.88%	\$10,594.00	\$185.00
1020.01-30	FO #44 - CPB Containment Walls & Sump Coating	\$4,100.00	\$4,100.00	\$0.00		\$4,100.00	100.00%		\$205.00
1020.01-31	FO #46 - Second Polymer Injection Ring	\$4,620.00	\$2,310.00	\$1,155.00		\$3,465.00	75.00%	\$1,155.00	\$173.25
1020.01-32	FO #47 - NB Lighting, UV Gates, Tracer Wire	\$3,340.00	\$0.00	\$0.00		\$0.00	0.00%	\$3,340.00	\$0.00
1020.01-33	FO #49 - WAS Tank Grounding, BS Tank Improv	\$20,981.00	\$1,500.00	\$1,641.00		\$3,141.00	14.97%	\$17,840.00	\$157.05
1020.01-34	FO #50 - CIP Conc Finish Credit, CU-5 Bracket	-\$14,024.00	(\$7,012.00)	(\$3,506.00)		(\$10,518.00)	75.00%	(\$3,506.00)	(\$525.90)
1020.01-35	FO #51 - Upsize STM-3, MH-10 Casting	\$6,477.00	\$0.00	\$6,477.00		\$6,477.00	100.00%		\$323.85
1020.01-36	FO #52 - UV Steps, RDT Pipe Credit, Tile Sand	\$3,368.00	\$1,000.00	\$0.00		\$1,000.00	29.69%	\$2,368.00	\$50.00
1020.01-37	FO #54 - CPB Conduit Modifications	\$7,219.00	\$3,609.50	\$3,609.50		\$7,219.00	100.00%		\$360.95
1020.01-38	FO #55 - UV Bulb Disposal	\$1,965.00	\$0.00	\$1,965.00		\$1,965.00	100.00%		\$98.25
1020.01-39	FO #56 - Operations LL Duct, NB Conduit Routing	\$32,147.00	\$0.00	\$16,385.00		\$16,385.00	50.97%	\$15,762.00	\$819.25
1020.01-40	FO #57 - Clarifier Scum Beach Connection	-\$1,600.00	\$0.00	\$0.00		\$0.00	0.00%	(\$1,600.00)	\$0.00
1020.02	<i>Chemical Feed Allowance</i>	<i>\$75,000.00</i>							
1020.02-1	FO #02 - Chemical Feed Equipment Buyout	\$63,850.00	\$63,850.00	\$0.00		\$63,850.00	100.00%		\$3,192.50
1020.02-2	FO #41 - Alum Tank Modular Stands	\$9,010.00	\$9,010.00	\$0.00		\$9,010.00	100.00%		\$450.50
1020.03	Screenings Washer/Compactor	\$65,000.00	\$0.00	\$0.00	\$64,411.00	\$64,411.00	99.09%	\$589.00	\$3,220.55
1020.04	<i>High Efficiency Blower System</i>	<i>\$470,000.00</i>							
1020.04-1	FO #02 - Blower System Buyout	\$465,000.00	\$444,998.00	\$0.00		\$444,998.00	95.70%	\$20,002.00	\$22,249.90
1020.04-2	FO #21 - Intake Housing Alternate Color	\$896.00	\$896.00	\$0.00		\$896.00	100.00%		\$44.80
1020.05	<i>Furnishings Allowance</i>	<i>\$20,000.00</i>							
1020.05-1	FO #27 - Admin Hallway Carpet & Furnishings	\$16,675.56	\$16,675.56	\$0.00		\$16,675.56	100.00%		\$833.78
1020.05-2	FO #32 - HDPE Lockers	\$1,040.00	\$1,040.00	\$0.00		\$1,040.00	100.00%		\$52.00
1020.06	<i>Computer Allowance</i>	<i>\$30,000.00</i>							
1020.06-1	FO #36 - Shop Drawing 16950-5.0 Items	\$15,625.00	\$0.00	\$0.00		\$0.00	0.00%	\$15,625.00	\$0.00
1020.06-2	FO #53 - Xenia Bouton LS Radio	\$5,728.00	\$0.00	\$0.00		\$0.00	0.00%	\$5,728.00	\$0.00
1020.07	<i>Laboratory Equipment Allowance</i>	<i>\$20,000.00</i>							
1020.07-1	FO #25 - Lab Island Countertop & Cabinets	\$7,825.00	\$7,825.00	\$0.00		\$7,825.00	100.00%		\$391.25
1020.07-2	FO #27 - Admin Break Room Casework	\$5,241.00	\$5,241.00	\$0.00		\$5,241.00	100.00%		\$262.05
1020.08	Utility Service Allowance	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100.00%		\$1,500.00

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1020.09	Landscaping Allowance	\$20,000.00	\$0.00	\$0.00		\$0.00	0.00%	\$20,000.00	\$0.00
1020.10	Radio SCADA Communication Allowance	\$60,000.00							
1020.10-1	FO #53 - Radio SCADA Equipment Replacement	\$42,751.00	\$0.00	\$0.00		\$0.00	0.00%	\$42,751.00	\$0.00
1020.10-2	FO #53 - Xenia Bouton LS Radio	\$17,249.00	\$0.00	\$0.00		\$0.00	0.00%	\$17,249.00	\$0.00
CO-2	Change Order #2	\$46,441.00	\$0.00	\$0.00		\$0.00	0.00%	\$46,441.00	\$0.00
Subtotal Division 1 =		\$3,516,856.00	\$2,614,782.31	\$43,782.50	\$64,411.00	\$2,722,975.81	77.43%	\$793,880.19	\$136,148.79
DIVISION 2									
2060.01	Asbestos & Lead Remediation	\$31,900.00	\$12,500.00	\$0.00		\$12,500.00	39.18%	\$19,400.00	\$625.00
2060.02	Demolition	\$339,250.00	\$70,750.00	\$0.00		\$70,750.00	20.85%	\$268,500.00	\$3,537.50
2100.00	Site Preparation	\$91,300.00	\$85,300.00	\$2,500.00		\$87,800.00	96.17%	\$3,500.00	\$4,390.00
2140.00	Dewatering	\$690,500.00	\$689,000.00	\$500.00		\$689,500.00	99.86%	\$1,000.00	\$34,475.00
2210.00	Finish Grading	\$37,000.00	\$12,500.00	\$6,000.00		\$18,500.00	50.00%	\$18,500.00	\$925.00
2220.00	Excavation & Backfill	\$1,190,500.00	\$1,171,500.00	\$9,500.00		\$1,181,000.00	99.20%	\$9,500.00	\$59,050.00
2221.00	Pavement & Misc Structures Removal	\$56,300.00	\$5,630.00	\$2,815.00		\$8,445.00	15.00%	\$47,855.00	\$422.25
2330.00	Excavation & Embankment - Roadway & Pavement	\$145,500.00	\$29,100.00	\$19,400.00		\$48,500.00	33.33%	\$97,000.00	\$2,425.00
2370.00	Erosion & Sediment Control	\$36,500.00	\$29,500.00	\$500.00		\$30,000.00	82.19%	\$6,500.00	\$1,500.00
2550.00	Site Utilities	\$4,255,000.00	\$3,565,699.94	\$200,000.00	\$117,889.75	\$3,883,589.69	91.27%	\$371,410.31	\$194,179.48
2600.00	Roads, Walks & Curbs	\$350,000.00	\$70,000.00	\$17,500.00		\$87,500.00	25.00%	\$262,500.00	\$4,375.00
2830.00	Chain Link Fence & Gates	\$39,500.00	\$34,500.00	\$0.00		\$34,500.00	87.34%	\$5,000.00	\$1,725.00
2920.00	Soil Preparation, Seeding & Sodding	\$15,000.00	\$0.00	\$0.00		\$0.00	0.00%	\$15,000.00	\$0.00
Subtotal Division 2 =		\$7,278,250.00	\$5,775,979.94	\$258,715.00	\$117,889.75	\$6,152,584.69	84.53%	\$1,125,665.31	\$307,629.23
DIVISION 3									
3200.00	Concrete Reinforcement	\$750,000.00	\$737,990.00	\$0.00	\$9,670.00	\$747,660.00	99.69%	\$2,340.00	\$37,383.00
3300.00	Cast-in-Place Concrete	\$3,240,000.00	\$3,210,000.00	\$5,000.00		\$3,215,000.00	99.23%	\$25,000.00	\$160,750.00
3400.00	Structural Precast Concrete	\$725,000.00	\$725,000.00	\$0.00		\$725,000.00	100.00%		\$36,250.00
Subtotal Division 3 =		\$4,715,000.00	\$4,672,990.00	\$5,000.00	\$9,670.00	\$4,687,660.00	99.42%	\$27,340.00	\$234,383.00
DIVISION 4									

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4200.00	Unit Masonry	\$11,000.00	\$7,500.00	\$0.00		\$7,500.00	68.18%	\$3,500.00	\$375.00
Subtotal Division 4 =		\$11,000.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	68.18%	\$3,500.00	\$375.00
DIVISION 5									
5100.00	Structural Metal Framing	\$545,500.00	\$510,606.00	\$9,894.00	\$15,000.00	\$535,500.00	98.17%	\$10,000.00	\$26,775.00
5500.00	Misc Metal Work	\$80,000.00	\$66,000.00	\$7,500.00		\$73,500.00	91.88%	\$6,500.00	\$3,675.00
5520.00	Handrails & Railing	\$55,000.00	\$46,750.00	\$5,000.00		\$51,750.00	94.09%	\$3,250.00	\$2,587.50
Subtotal Division 5 =		\$680,500.00	\$623,356.00	\$22,394.00	\$15,000.00	\$660,750.00	97.10%	\$19,750.00	\$33,037.50
DIVISION 6									
6100.00	Rough Carpentry	\$12,000.00	\$11,000.00	\$0.00		\$11,000.00	91.67%	\$1,000.00	\$550.00
6200.00	Finish Carpentry	\$2,500.00	\$1,000.00	\$0.00		\$1,000.00	40.00%	\$1,500.00	\$50.00
6410.00	Solid Surface Sills & Thresholds	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.00%		\$125.00
Subtotal Division 6 =		\$17,000.00	\$14,500.00	\$0.00	\$0.00	\$14,500.00	85.29%	\$2,500.00	\$725.00
DIVISION 7									
7150.00	Damproofing	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100.00%		\$750.00
7190.00	Vapor Barrier	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100.00%		\$100.00
7210.00	Building Insulation	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100.00%		\$225.00
7412.00	Insulated Metal Panels	\$10,500.00	\$0.00	\$0.00		\$0.00	0.00%	\$10,500.00	\$0.00
7535.00	Fully-Adhered Membrane Roofing	\$194,300.00	\$193,215.00	\$0.00		\$193,215.00	99.44%	\$1,085.00	\$9,660.75
7600.00	Flashing & Sheet Metal	\$22,000.00	\$21,700.00	\$0.00		\$21,700.00	98.64%	\$300.00	\$1,085.00
7900.00	Caulking & Sealants	\$25,000.00	\$18,500.00	\$750.00		\$19,250.00	77.00%	\$5,750.00	\$962.50
Subtotal Division 7 =		\$273,300.00	\$254,915.00	\$750.00	\$0.00	\$255,665.00	93.55%	\$17,635.00	\$12,783.25
DIVISION 8									
8110.00	Doors & Frames	\$58,000.00	\$58,000.00	\$0.00		\$58,000.00	100.00%		\$2,900.00
8360.00	Upward-Acting Sectional Doors	\$13,300.00	\$9,000.00	\$0.00		\$9,000.00	67.67%	\$4,300.00	\$450.00
8400.00	Aluminum Doors & Frames	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100.00%		\$200.00
8500.00	Windows	\$6,125.00	\$6,125.00	\$0.00		\$6,125.00	100.00%		\$306.25

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8700.00	Hardware	\$22,250.00	\$20,100.00	\$0.00		\$20,100.00	90.34%	\$2,150.00	\$1,005.00
8800.00	Glass & Glazing	\$3,800.00	\$3,800.00	\$0.00		\$3,800.00	100.00%		\$190.00
Subtotal Division 8 =		\$107,475.00	\$101,025.00	\$0.00	\$0.00	\$101,025.00	94.00%	\$6,450.00	\$5,051.25
DIVISION 9									
9111.00	Non-Load-Bearing Wall Framing	\$1,750.00	\$0.00	\$0.00	\$211.24	\$211.24	12.07%	\$1,538.76	\$10.56
9260.00	Plastic Paneling	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100.00%		\$350.00
9500.00	Acoustical Ceiling System	\$1,725.00	\$1,725.00	\$0.00		\$1,725.00	100.00%		\$86.25
9900.00	Wastwater Treatment Facility Painting	\$500,000.00	\$242,500.00	\$47,500.00		\$290,000.00	58.00%	\$210,000.00	\$14,500.00
Subtotal Division 9 =		\$510,475.00	\$251,225.00	\$47,500.00	\$211.24	\$298,936.24	58.56%	\$211,538.76	\$14,946.81
DIVISION 10									
10250.00	Safety Devices	\$3,500.00	\$0.00	\$0.00	\$3,400.00	\$3,400.00	97.14%	\$100.00	\$170.00
10400.00	Identifying Devices	\$8,400.00	\$0.00	\$0.00		\$0.00	0.00%	\$8,400.00	\$0.00
10510.00	HDPE Lockers	\$2,670.00	\$2,670.00	\$0.00		\$2,670.00	100.00%		\$133.50
10800.00	Toilet Accessories	\$3,300.00	\$3,300.00	\$0.00		\$3,300.00	100.00%		\$165.00
Subtotal Division 10 =		\$17,870.00	\$5,970.00	\$0.00	\$3,400.00	\$9,370.00	52.43%	\$8,500.00	\$468.50
DIVISION 11									
11240.00	Chemical Feed Equipment	<i>See Allowance</i>							
11245.00	Polymer Mix/Feed System	<i>See Allowance</i>							
11248.00	Alum Feed System	<i>See Allowance</i>							
11261.00	Hypochlorite Feed System	<i>See Allowance</i>							
11265.00	Ultraviolet Disinfection	\$268,000.00	\$258,000.00	\$0.00		\$258,000.00	96.27%	\$10,000.00	\$12,900.00
11280.00	Hydraulic Gates	\$84,000.00	\$65,610.00	\$17,000.00		\$82,610.00	98.35%	\$1,390.00	\$4,130.50
11310.00	Centrifugal Wastewater Pumps	\$175,000.00	\$173,000.00	\$0.00		\$173,000.00	98.86%	\$2,000.00	\$8,650.00
11311.00	Submersible Centrifugal Pumps	\$465,000.00	\$359,750.00	\$20,000.00	\$58,866.00	\$438,616.00	94.33%	\$26,384.00	\$21,930.80
11312.00	Self-Priming Centrifugal Pumps	\$70,000.00	\$0.00	\$0.00	\$55,000.00	\$55,000.00	78.57%	\$15,000.00	\$2,750.00
11315.00	Rotary Lobe Pump	\$120,000.00	\$88,116.00	\$0.00	\$25,872.00	\$113,988.00	94.99%	\$6,012.00	\$5,699.40
11320.00	Grit Removal & Seperation Equipment	\$160,000.00	\$0.00	\$0.00	\$126,000.00	\$126,000.00	78.75%	\$34,000.00	\$6,300.00

CONTINUATION SHEET

AIA DOCUMENT G703

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Contractor's signed certification is attached.

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

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

APPLICATION NO: 27

APPLICATION DATE: 8/31/2023

PERIOD TO: 8/30/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
11330.00	Screenings Washer Compactor	<i>See Allowance</i>							
11335.00	Jet Mixing/Aeration System	\$281,000.00	\$0.00	\$0.00	\$229,335.00	\$229,335.00	81.61%	\$51,665.00	\$11,466.75
11351.00	Clarifier Equipment	\$545,000.00	\$543,500.00	\$0.00		\$543,500.00	99.72%	\$1,500.00	\$27,175.00
11374.00	Fine Pore Membrane Aeration Equipment	\$94,600.00	\$4,500.00	\$0.00	\$75,000.00	\$79,500.00	84.04%	\$15,100.00	\$3,975.00
11376.00	High Efficiency Blower System	<i>See Allowance</i>							
11384.00	Rotary Drum Thickener	\$230,000.00	\$203,828.00	\$7,500.00		\$211,328.00	91.88%	\$18,672.00	\$10,566.40
11385.00	Course Bubble Mixing System	\$180,400.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00	83.15%	\$30,400.00	\$7,500.00
11386.00	Rapid Mixers	\$48,000.00	\$48,000.00	\$0.00		\$48,000.00	100.00%		\$2,400.00
11630.00	Automatic Sampler	\$23,500.00	\$0.00	\$0.00	\$14,158.00	\$14,158.00	60.25%	\$9,342.00	\$707.90
Subtotal Division 11 =		\$2,744,500.00	\$1,744,304.00	\$44,500.00	\$734,231.00	\$2,523,035.00	91.93%	\$221,465.00	\$126,151.75
DIVISION 12									
12300.00	Furnishings	<i>See Allowance</i>							
12346.00	Casework	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100.00%		\$400.00
Subtotal Division 12 =		\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%		\$400.00
DIVISION 13									
13125.00	Pre-Engineered Tanks & Tank Covers	\$438,515.00	\$341,081.00	\$0.00	\$57,434.00	\$398,515.00	90.88%	\$40,000.00	\$19,925.75
13852.00	Grating	\$50,000.00	\$50,000.00	\$0.00		\$50,000.00	100.00%		\$2,500.00
13901.00	Stainless Steel Weir Plates	\$5,000.00	\$1,000.00	\$2,500.00		\$3,500.00	70.00%	\$1,500.00	\$175.00
Subtotal Division 13 =		\$493,515.00	\$392,081.00	\$2,500.00	\$57,434.00	\$452,015.00	91.59%	\$41,500.00	\$22,600.75
DIVISION 14									
14300.00	Hoists & Cranes	\$6,150.00	\$0.00	\$0.00	\$5,615.00	\$5,615.00	91.30%	\$535.00	\$280.75
14500.00	Material Handling Equipment	\$1,500.00	\$0.00	\$0.00		\$0.00	0.00%	\$1,500.00	\$0.00
14600.00	Conveyance Equipment	\$4,000.00	\$0.00	\$0.00		\$0.00	0.00%	\$4,000.00	\$0.00
14620.00	Portable Hoist	\$21,750.00	\$6,525.00	\$0.00		\$6,525.00	30.00%	\$15,225.00	\$326.25
Subtotal Division 14 =		\$33,400.00	\$6,525.00	\$0.00	\$5,615.00	\$12,140.00	36.35%	\$21,260.00	\$607.00
DIVISION 15									

CONTINUATION SHEET

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APPLICATION NO: 27

APPLICATION DATE: 8/31/2023

PERIOD TO: 8/30/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
15000.00	Mechanical General Provisions	\$80,000.00	\$72,500.00	\$0.00		\$72,500.00	90.63%	\$7,500.00	\$3,625.00
15060.00	Process Piping & Pipe Fittings	\$1,800,000.00	\$1,220,500.00	\$175,000.00	\$182,356.12	\$1,577,856.12	87.66%	\$222,143.88	\$78,892.81
15100.00	Valves & Electric Valve Actuators	\$865,000.00	\$607,500.00	\$50,000.00	\$162,660.00	\$820,160.00	94.82%	\$44,840.00	\$41,008.00
15250.00	Mechanical Insulation	\$55,000.00	\$11,000.00	\$0.00		\$11,000.00	20.00%	\$44,000.00	\$550.00
15410.00	Plumbing Piping	\$220,000.00	\$185,000.00	\$10,000.00		\$195,000.00	88.64%	\$25,000.00	\$9,750.00
15430.00	Plumbing Specialties	\$35,000.00	\$30,993.13	\$750.00		\$31,743.13	90.69%	\$3,256.87	\$1,587.16
15440.00	Plumbing Fixtures	\$17,000.00	\$17,000.00	\$0.00		\$17,000.00	100.00%		\$850.00
15450.00	Plumbing Equipment	\$34,500.00	\$27,930.00	\$0.00		\$27,930.00	80.96%	\$6,570.00	\$1,396.50
15485.00	Natural Gas Piping Systems	\$102,000.00	\$53,686.85	\$12,000.00		\$65,686.85	64.40%	\$36,313.15	\$3,284.34
15530.00	Refrigeration Piping System	\$7,000.00	\$3,500.00	\$500.00		\$4,000.00	57.14%	\$3,000.00	\$200.00
15620.00	Fuel Fired Heaters	\$188,000.00	\$164,637.00	\$0.00		\$164,637.00	87.57%	\$23,363.00	\$8,231.85
15780.00	Packaged Air Conditioning Units	\$43,000.00	\$21,500.00	\$0.00	\$14,632.00	\$36,132.00	84.03%	\$6,868.00	\$1,806.60
15790.00	Air Coils	\$39,500.00	\$32,500.00	\$0.00		\$32,500.00	82.28%	\$7,000.00	\$1,625.00
15820.00	Dehumidifier	\$19,000.00	\$0.00	\$0.00	\$15,100.00	\$15,100.00	79.47%	\$3,900.00	\$755.00
15860.00	Centrifugal Fans	\$20,000.00	\$3,000.00	\$0.00	\$16,500.00	\$19,500.00	97.50%	\$500.00	\$975.00
15870.00	Power Ventilators	\$23,000.00	\$22,000.00	\$0.00		\$22,000.00	95.65%	\$1,000.00	\$1,100.00
15885.00	Air Cleaning Devices	\$4,000.00	\$2,750.00	\$0.00		\$2,750.00	68.75%	\$1,250.00	\$137.50
15890.00	Ductwork	\$145,000.00	\$118,439.50	\$0.00		\$118,439.50	81.68%	\$26,560.50	\$5,921.98
15910.00	Ductwork Accessories	\$15,000.00	\$12,315.00	\$200.00		\$12,515.00	83.43%	\$2,485.00	\$625.75
15930.00	Air Terminal Units	\$11,500.00	\$7,750.00	\$750.00		\$8,500.00	73.91%	\$3,000.00	\$425.00
15940.00	Air Outlets & Inlets	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100.00%		\$200.00
15950.00	HVAC Controls	\$109,000.00	\$81,750.00	\$0.00		\$81,750.00	75.00%	\$27,250.00	\$4,087.50
15990.00	Testing, Adjusting & Balancing	\$11,500.00	\$0.00	\$0.00		\$0.00	0.00%	\$11,500.00	\$0.00
Subtotal Division 15 =		\$3,848,000.00	\$2,700,251.48	\$249,200.00	\$391,248.12	\$3,340,699.60	86.82%	\$507,300.40	\$167,034.98
DIVISION 16									
16010.00	Electrical General Provisions	\$40,000.00	\$35,000.00	\$1,000.00		\$36,000.00	90.00%	\$4,000.00	\$1,800.00
16100.00	Basic Materials & Methods	\$36,000.00	\$31,000.00	\$1,400.00		\$32,400.00	90.00%	\$3,600.00	\$1,620.00
16150.00	Motors	\$304,000.00	\$173,280.00	\$15,200.00		\$188,480.00	62.00%	\$115,520.00	\$9,424.00
16200.00	Power Generation System	\$378,000.00	\$363,000.00	\$0.00		\$363,000.00	96.03%	\$15,000.00	\$18,150.00

CONTINUATION SHEET

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APPLICATION DATE: 8/31/2023

PERIOD TO: 8/30/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
16400.00	Electrical Distribution	\$1,030,000.00	\$741,600.00	\$61,800.00		\$803,400.00	78.00%	\$226,600.00	\$40,170.00
16500.00	Lighting	\$174,000.00	\$91,200.00	\$5,500.00	\$36,018.00	\$132,718.00	76.27%	\$41,282.00	\$6,635.90
16700.00	Special Systems	\$83,000.00	\$12,460.00	\$1,650.00		\$14,110.00	17.00%	\$68,890.00	\$705.50
16900.00	Starters & Motor Control	\$205,000.00	\$55,350.00	\$6,000.00		\$61,350.00	29.93%	\$143,650.00	\$3,067.50
16950.00	Instrumentation & Control	\$900,000.00	\$475,000.00	\$0.00		\$475,000.00	52.78%	\$425,000.00	\$23,750.00
Subtotal Division 16 =		\$3,150,000.00	\$1,977,890.00	\$92,550.00	\$36,018.00	\$2,106,458.00	66.87%	\$1,043,542.00	\$105,322.90
GRAND TOTALS		\$27,405,141.00	\$21,151,294.73	\$766,891.50	\$1,435,128.11	\$23,353,314.34	85.22%	\$4,051,826.66	\$1,167,665.72

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Invoice

Page: 1 of 1



Invoice: 2315008.0001

Date: Aug 10, 2023

Kinzler Construction Services, Inc.
700 SE Oralabor Road
Ste. 1
Ankeny, IA 50021

Bill To:
Woodruff Construction - Ames, IA
1920 Philadelphia St Suite 102
Ames, IA 50010

Ship To:
Woodruff Constr
14323 Ivy Place
Perry, IA 50220

Purchase Order No.		Customer ID	Salesperson	Shipping Method	Payment Terms	Delivery Date		
P.O. 21-042		WOODR0001	Jared Renfro	Delivered	Net 30	Aug 10, 2023		
Quantity Shipped	Shipping U of M	Description			QTY	U of M	Unit Price	Ext. Price
18	each	'WO101559 18 each 20GA Stud 3-5/8"x10' (Pro/Viper Drywall)			180	linft	\$0.60480	\$108.86
2	each	'WO101559 2 each 20GA Track 3-5/8"x10' (Pro/Viper Drywall)			20	linft	\$0.59880	\$11.98
2	each	'WO101559 2 each 20GA Slotted Track 3-5/8"x10' w/ 2-1/2" Leg (.19 mil)			20	linft	\$1.32000	\$26.40
16	mi	WO101559 Delivery - \$4/Loaded Mile > 30 miles			16	mi	\$4.00000	\$64.00

Total: \$211.24

Amount to Pay: \$211.24

Notes:

Jeff Roach: is 515-302-0144

Unpaid balances over 30 days will be subject to a finance charge at the lesser rate of 18% per annum or the maximum legal rate, in addition to all costs of collection including attorney's fees and expenses. Payments made shall be applied first to unpaid finance charges and then to the oldest principal balance. If you pay, as interest, an amount in excess of the maximum rate permitted by law, said amount will be deemed a partial payment of principal and applied as of the date received. Any excess remaining after the principal debt is paid in full will be returned to you. Thank you for your prompt payment!

Material sales will not be accepted for return after 60 days from purchase. For delivered product, any product issues such as missing material or product/property damages are required to be communicated within 24 hours of delivery. All power tool and automatic taping tool sales are final unless otherwise stated. Hand tools must be returned in original packaging within 7 days and in new condition (no marks, wear, or damage).

Invoices/statements can be sent electronically, please email AR@insulation.net





Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

August 31, 2023

Mr. Sven Peterson
City Administrator
City of Perry
1102 Willis Avenue
Perry, IA 50220

RE: Relocate Runway 14/32 – Phase 2
Perry Municipal Airport (PRO)
FAA Project No.: 3-19-0075-016-2022

Dear Mr. Peterson,

Enclosed is Pay Request #3 in the amount of **\$84,022.27** for the above referenced project. I recommend the Pay Request be approved as shown. If you agree, please sign and return one copy with payment to the Contractor and one copy to me for our records.

If you have any questions or require additional information, please contact me as 612-987-0138 or silas.parmar@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Enclosure

Cc: Susie Moorhead, City of Perry
Liz Hix, City of Perry
Matt Ferrier, Bolton & Menk

Contractor's Application for Payment

Owner: <u>City of Perry, IA</u>	Owner's Project No.: <u>N/A</u>
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OT5.130018</u>
Contractor: <u>Manatt's, Inc.</u>	FAA's Project No.: <u>AIP 3-19-0075-016-2022</u>
Project: <u>Relocate Runway 14/32 Schedule 1/Phase 2: Pave and Light 4000'</u>	
Contract: <u>N/A</u>	
Application No.: <u>3</u>	Application Date: <u>8/31/2023</u>
Application Period: From <u>8/13/2023</u> to <u>8/30/2023</u>	

1. Original Contract Price		\$ 4,509,268.49
2. Net change by Change Orders		\$ 98,650.00
3. Current Contract Price (Line 1 + Line 2)		\$ 4,607,918.49
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 1,020,553.54
5. Retainage		
a. <u>5%</u> X \$ <u>957,609.05</u> Work Completed		\$ 47,880.45
b. <u>5%</u> X \$ <u>62,944.49</u> Stored Materials		\$ 3,147.22
c. Total Retainage (Line 5.a + Line 5.b)		\$ 51,027.67
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 969,525.87
7. Less previous payments (From Unit Price Sheet - Previous Est.)		\$ 885,503.60
8. Amount due this application		\$ 84,022.27
9. Balance to finish, including retainage (Line 3 - Line 4)		\$ 3,587,364.95

Contractor's Certification

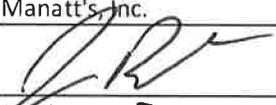
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

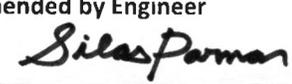
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Manatt's, Inc.

Signature:  **Date:** 8/31/23

Name: Jon Puls **Title:** 8/31/23

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Name: <u>Silas Parmar, P.E.</u>	Name: _____
Title: <u>Aviation Project Manager</u>	Title: _____
Date: <u>8-31-2023</u>	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Perry, IA
Engineer:	Bolton & Menk, Inc.
Contractor:	Manatt's, Inc.
Project:	Relocate Runway 14/32 Schedule 1/Phase 2: Pave and Light 4000'
Contract:	N/A

Owner's Project No.:	N/A
Engineer's Project No.:	075.130018
Contractor's Project No.:	N/A
Agency's Project No.:	AIP 3-19-0075-016-2022

Application No.:		Application Period:		From	to	Application Date:											
3		08/13/23		08/30/23		08/31/23											
A	B	C				F1		F2		G		H		I	J	K	L
		Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Original Contract (Schedule 1/Phase 2)																	
1	MOBILIZATION	1.00	LUMP SUM	199,000.00	199,000.00	0.25	49,750.00	0.25	49,750.00		49,750.00	25%	149,250.00				
2	CONSTRUCTION SURVEY	1.00	LUMP SUM	19,000.00	19,000.00	0.25	4,750.00	0.25	4,750.00		4,750.00	25%	14,250.00				
3	CONTRACTOR QUALITY CONTROL PROGRAM	1.00	LUMP SUM	27,069.39	27,069.39	0.25	6,767.35	0.25	6,767.35		6,767.35	25%	20,302.04				
4	TRAFFIC CONTROL	1.00	LUMP SUM	11,000.00	11,000.00	0.25	2,750.00	0.25	2,750.00		2,750.00	25%	8,250.00				
5	SWPPP PREPARATION	1.00	LUMP SUM	3,000.00	3,000.00	1.00	3,000.00	1.00	3,000.00		3,000.00	100%	-				
6	SWPPP MANAGEMENT	1.00	LUMP SUM	5,000.00	5,000.00	0.25	1,250.00	0.25	1,250.00		1,250.00	25%	3,750.00				
7	REMOVE THRESHOLD LIGHT	16.00	EACH	100.00	1,600.00	-	-	-	-		-	-	1,600.00				
8	REMOVE REELS	2.00	SET	150.00	300.00	-	-	-	-		-	-	300.00				
9	REMOVE PAPI	2.00	SET	300.00	600.00	-	-	-	-		-	-	600.00				
10	REMOVE PAVEMENT MARKING	44,286.00	SQ FT	1.05	46,500.30	-	-	-	-		-	-	46,500.30				
11	REMOVE BEACON	1.00	LUMP SUM	800.00	800.00	-	-	-	-		-	-	800.00				
12	REMOVE EXISTING ELECTRICAL VAULT BUILDING & EQUIPMENT	1.00	LUMP SUM	800.00	800.00	-	-	-	-		-	-	800.00				
13	REMOVE WIND CONE	1.00	LUMP SUM	500.00	500.00	-	-	-	-		-	-	500.00				
14	REMOVE & STOCKPILE 24-INCH CMP	460.00	LF	8.00	3,680.00	-	-	-	-		-	-	3,680.00				
15	UNCLASSIFIED EXCAVATION	310.00	CU YD	3.35	1,038.50	-	-	-	-		-	-	1,038.50				
16	BORROW MATERIAL, ON SITE	620.00	CU YD	3.35	2,077.00	-	-	-	-		-	-	2,077.00				
17	CEMENT TREATED SUBGRADE	1,500.00	SQ YD	10.36	15,540.00	-	-	-	-		-	-	15,540.00				
18	CRUSHED AGGREGATE BASE COURSE - 6 INCHES	52,660.00	SQ YD	15.00	789,900.00	48,343.00	725,145.00	48,343.00	725,145.00		725,145.00	92%	64,755.00				
19	SEPARATION GEOTEXTILE	52,660.00	SQ YD	1.90	100,054.00	48,343.00	91,851.70	48,343.00	91,851.70		91,851.70	92%	8,202.30				
20	CONCRETE PAVEMENT - 7 INCHES	51,450.00	SQ YD	49.75	2,559,637.50	-	-	-	-		-	-	2,559,637.50				
21	PAVEMENT MARKING, WHITE, WITH BEADS	50,473.00	SQ FT	1.10	55,520.30	-	-	-	-		-	-	55,520.30				
22	PAVEMENT MARKING, YELLOW, WITH BEADS	3,430.00	SQ FT	1.10	3,773.00	-	-	-	-		-	-	3,773.00				
23	PAVEMENT MARKING, BLACK	11,034.00	SQ FT	1.00	11,034.00	-	-	-	-		-	-	11,034.00				
24	UNDERDRAIN CLEANOUT, COMPLETE	24.00	EACH	1,450.00	34,800.00	-	-	-	-		-	-	34,800.00				
25	SEEDING AND FERTILIZING	3.40	ACRE	1,500.00	5,100.00	-	-	-	-		-	-	5,100.00				
26	TOPSOIL STRIP, SALVAGE, RESPREAD	820.00	CU YD	6.00	4,920.00	-	-	-	-		-	-	4,920.00				
27	MULCHING	3.40	ACRE	1,100.00	3,740.00	-	-	-	-		-	-	3,740.00				
28	L-801A(L) CLASS 2 AIRPORT ROTATING BEACON (INCLUDING TOWER AND	1.00	LUMP SUM	62,000.00	62,000.00	-	-	-	-		-	-	62,000.00				
29	L-807(L) STYLE I-B, SIZE 2 PRIMARY WIND CONE AND FOUNDATION	1.00	LUMP SUM	10,500.00	10,500.00	-	-	-	-		-	-	10,500.00				
30	L-807(L) STYLE I-B, SIZE 1 SUPPLEMENTAL WIND CONE AND FOUNDATION	2.00	EACH	5,000.00	10,000.00	-	-	-	-		-	-	10,000.00				
31	#8 AWG, 5KV CABLE INSTALLED IN DUCT, DUCT BANK OR CONDUIT	7,219.00	LIN FT	3.00	21,657.00	-	-	-	-	5,000.00	5,000.00	23%	16,657.00				
32	#6 AWG, 600V CABLE INSTALLED IN DUCT, DUCT BANK OR CONDUIT	29,589.00	LIN FT	1.50	44,383.50	-	-	-	-		-	-	44,383.50				
33	#10 AWG, 600V CABLE INSTALLED IN DUCT BANK OR CONDUIT	12,500.00	LIN FT	0.70	8,750.00	-	-	-	-		-	-	8,750.00				
34	#12 AWG, 600V CABLE, INSTALLED IN DUCT BANK OR CONDUIT	2,100.00	LIN FT	0.60	1,260.00	-	-	-	-		-	-	1,260.00				
35	#3/0 AWG, 600V CABLE, INSTALLED IN DUCT (VAULT SERVICE)	300.00	LIN FT	8.00	2,400.00	-	-	-	-		-	-	2,400.00				
36	#6 AWG BARE COUNTERPOISE WITH GROUND RODS	7,882.00	LIN FT	2.00	15,764.00	-	-	-	-		-	-	15,764.00				
37	PREFABRICATED CONCRETE BUILDING AND FOUNDATION	1.00	EACH	85,000.00	85,000.00	0.50	42,500.00	0.80	68,000.00		68,000.00	80%	17,000.00				
38	2-INCH SCHEDULE 40 PVC OR PE DUCT, INCLUDING TRENCHING	18,215.00	LIN FT	2.00	36,430.00	-	-	-	-		-	-	36,430.00				
39	2-INCH SCHEDULE 40 PVC OR PE DUCT, DIRECTIONAL BORE	100.00	LIN FT	22.00	2,200.00	-	-	-	-		-	-	2,200.00				
40	MEDIUM INTENSITY RUNWAY LIGHT, LED (MIRL)	53.00	EACH	1,100.00	58,300.00	-	-	-	-	20,176.04	20,176.04	35%	38,123.96				
41	MEDIUM INTENSITY TAXIWAY LIGHT, LED (MIRL)	42.00	EACH	965.00	40,530.00	-	-	-	-	15,988.56	15,988.56	39%	24,541.44				
42	MEDIUM INTENSITY THRESHOLD LIGHT, LED (MITHL)	16.00	EACH	1,150.00	18,400.00	-	-	-	-	6,089.92	6,089.92	33%	12,310.08				
43	RETROFIT EXISTING MIRL WITH BLUE GLOBE	37.00	EACH	30.00	1,110.00	-	-	-	-		-	-	1,110.00				
44	L-867 ELECTRICAL HANDHOLE	23.00	EACH	600.00	13,800.00	-	-	-	-		-	-	13,800.00				
45	AIRFIELD GUIDANCE SIGN, SIZE 1	9.00	EACH	2,800.00	25,200.00	-	-	-	-	15,689.97	15,689.97	62%	9,510.03				
46	CONSTANT CURRENT REGULATOR, 7.5 KW	2.00	EACH	13,000.00	26,000.00	-	-	-	-		-	-	26,000.00				
47	RUNWAY END IDENTIFIER LIGHTING (REIL) SYSTEM	2.00	SET	13,000.00	26,000.00	-	-	-	-		-	-	26,000.00				
48	PRECISION APPROACH PATH INDICATOR (PAPI) SYSTEM	2.00	SET	37,800.00	75,600.00	-	-	-	-		-	-	75,600.00				
49	VAULT ELECTRICAL SYSTEMS AND TESTING	1.00	LS	18,000.00	18,000.00	-	-	-	-		-	-	18,000.00				
Original Contract Totals (Schedule 1/Phase 2)					\$ 4,509,268.49		\$ 927,764.05		\$ 953,264.05	\$ 62,944.49	\$ 1,016,208.54	23%	\$ 3,493,059.95				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Perry, IA	Owner's Project No.:	N/A
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	075.130018
Contractor:	Manatt's, Inc.	Contractor's Project No.:	N/A
Project:	Relocate Runway 14/32 Schedule 1/Phase 2: Pave and Light 4000'	Agency's Project No.:	AIP 3-19-0075-016-2022
Contract:	N/A		

Application No.:		Application Period:		From		to		Application Date:					
3		08/13/23		08/30/23		08/31/23							
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders (Schedule 1/Phase 2)													
CO1-1	EXISTING 12" CLAY TILE REMOVAL	510.00	LIN FT	5.00	2,550.00	-	-	-	-	-	-	-	2,550.00
CO1-2	CONTROLLED LOW-STRENGTH MATERIAL, CLSM	15.00	CY	150.00	2,250.00	-	-	-	-	-	-	-	2,250.00
CO1-3	FIELD TILE REPAIR, 6"	1.00	EACH	1,000.00	1,000.00	-	-	-	-	-	-	-	1,000.00
CO1-4	6" HDPE DUAL WALL FIELD TILE	400.00	LIN FT	20.00	8,000.00	-	-	-	-	-	-	-	8,000.00
CO1-5	6" CMP FLARED END SECTION	2.00	EACH	2,000.00	4,000.00	-	-	-	-	-	-	-	4,000.00
CO1-6	12" HDPE DUAL WALL FIELD TILE	1,815.00	LIN FT	30.00	54,450.00	-	-	-	-	-	-	-	54,450.00
CO1-7	12" CMP FLARED END SECTION	1.00	EACH	3,000.00	3,000.00	-	-	-	-	-	-	-	3,000.00
CO1-8	CONNECT TO EXISTING FIELD TILES	3.00	EACH	500.00	1,500.00	-	-	-	-	-	-	-	1,500.00
CO1-9	IOWA DOT CLASS "D" RIP RAP	16.00	TONS	180.00	2,880.00	-	-	-	-	-	-	-	2,880.00
CO1-10	EXPLORATORY EXCAVATION	5.00	HRS	350.00	1,750.00	-	-	-	-	-	-	-	1,750.00
CO1-11	DEMOLISH AND REMOVE BOX CULVERT	1.00	LS	12,925.00	12,925.00	-	-	-	-	-	-	-	12,925.00
CO1-12	ADDITIONAL TRAFFIC CONTROL	1.00	LS	4,345.00	4,345.00	1.00	4,345.00	1.00	4,345.00	-	4,345.00	-	-
Change Order Totals (Schedule 1/Phase 2)					\$ 98,650.00		\$ 4,345.00		\$ 4,345.00	\$ -	\$ 4,345.00	4%	\$ 94,305.00
Original Contract and Change Orders (Schedule 1/Phase 2)													
Project Totals (Schedule 1/Phase 2)					\$ 4,607,918.49		\$ 932,109.05		\$ 957,609.05	\$ 62,944.49	\$ 1,020,553.54	22%	\$ 3,587,364.95



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

August 31st, 2023

Mr. Sven Peterson
City Administrator
City of Perry
1102 Willis Avenue
Perry, IA 50220

RE: Relocate Runway 14/32 – Phase 3
Perry Municipal Airport (PRO)
FAA Project No.: 3-19-0075-017-2022

Dear Mr. Peterson,

Enclosed is Pay Request #3 in the amount of **\$11,242.69** for the above referenced project. I recommend the Pay Request be approved as shown. If you agree, please sign and return one copy with payment to the Contractor and one copy to me for our records.

If you have any questions or require additional information, please contact me as 612-987-0138 or silas.parmar@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Enclosure

Cc: Susie Moorhead, City of Perry
Liz Hix, City of Perry
Matt Ferrier, Bolton & Menk

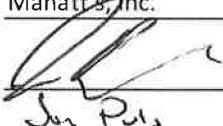
Contractor's Application for Payment

Owner: <u>City of Perry, IA</u>	Owner's Project No.: <u>N/A</u>
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OT5.130018</u>
Contractor: <u>Manatt's, Inc.</u>	FAA's Project No.: <u>AIP 3-19-0075-017-2022</u>
Project: <u>Relocate Runway 14/32 Schedule 2/Phase 3: 1500' Extension</u>	
Contract: <u>N/A</u>	
Application No.: <u>3</u>	Application Date: <u>8/31/2023</u>
Application Period: From <u>7/1/2023</u> to <u>8/30/2023</u>	

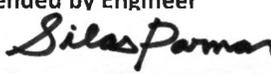
1. Original Contract Price	\$	3,525,012.42
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	3,525,012.42
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	247,692.76
5. Retainage		
a. <u>5%</u> X <u>\$ 236,910.85</u> Work Completed	\$	11,845.54
b. <u>5%</u> X <u>\$ 10,781.91</u> Stored Materials	\$	539.10
c. Total Retainage (Line 5.a + Line 5.b)	\$	12,384.64
6. Amount eligible to date (Line 4 - Line 5.c)	\$	235,308.12
7. Less previous payments (From Unit Price Sheet - Previous Est.)	\$	224,065.43
8. Amount due this application	\$	11,242.69
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	3,277,319.66

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Manatt's, Inc.

Signature:  _____ **Date:** 8/31/23

Name: Jon Puts _____ **Title:** _____

<p>Recommended by Engineer</p> <p>By:  _____</p> <p>Name: <u>Silas Parmar, P.E.</u> _____</p> <p>Title: <u>Aviation Project Manager</u> _____</p> <p>Date: <u>8-31-2023</u> _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Perry, IA
 Engineer: Bolton & Menk, Inc.
 Contractor: Manatt's, Inc.
 Project: Relocate Runway 14/32 Schedule 2/Phase 3: 1500' Extension
 Contract: N/A

Owner's Project No.: N/A
 Engineer's Project No.: 075.130018
 Contractor's Project No.: N/A
 Agency's Project No.: AIP 3-19-0075-017-2022

Application No.: 3		Application Period: From 07/01/23 to 08/30/23				Application Date: 08/31/23								
A Bid Item No.	B Description	C Contract Information				D Previous Estimate		E Work Completed		F Materials Currently Stored (not in G) (\$)	G Work Completed and Materials Stored to Date (H + I) (\$)	H % of Value of Item (I / F) (%)	I Balance to Finish (F - J) (\$)	
		J Item Quantity	K Units	L Unit Price (\$)	M Value of Bid Item (C X E) (\$)	N Quantity Previous Estimate	O Value Previous Estimate	P Estimated Quantity Incorporated in the Work	Q Value of Work Completed to Date (E X G) (\$)					
Original Contract (Schedule 2/Phase 3)														
50	MOBILIZATION	1.00	LUMP SUM	131,000.00	131,000.00	0.25	32,750.00	0.25	32,750.00		32,750.00	25%	98,250.00	
51	CONSTRUCTION STAKING	1.00	LUMP SUM	5,000.00	5,000.00	0.25	1,250.00	0.25	1,250.00		1,250.00	25%	3,750.00	
52	CONTRACTOR QUALITY CONTROL PROGRAM	1.00	LUMP SUM	13,033.41	13,033.41	0.25	3,258.35	0.25	3,258.35		3,258.35	25%	9,775.06	
53	TRAFFIC CONTROL	1.00	LUMP SUM	5,900.00	5,900.00	0.25	1,475.00	0.25	1,475.00		1,475.00	25%	4,425.00	
54	INSTALLATION AND REMOVAL OF SILT FENCE	8,000.00	LIN FT	2.50	20,000.00			421.00	1,052.50		1,052.50	5%	18,947.50	
55	ROLLED EROSION CONTROL PRODUCT	3,600.00	SQ YD	9.00	32,400.00								32,400.00	
56	UNCLASSIFIED EXCAVATION	333,285.00	CU YD	3.35	1,116,504.75	57,500.00	192,625.00	57,500.00	192,625.00		192,625.00	17%	923,879.75	
57	BORROW MATERIAL, ON SITE	10,000.00	CU YD	3.35	33,500.00								33,500.00	
58	CONTROLLED LOW-STRENGTH MATERIAL CLSM	80.00	CU YD	150.00	12,000.00								12,000.00	
59	CEMENT TREATED SUBGRADE	20,050.00	SQ YD	7.21	144,560.50								144,560.50	
60	CLASS A ROAD STONE	2,820.00	TON	32.00	90,240.00								90,240.00	
61	MODIFIED SUBBASE	1,000.00	CY	63.00	63,000.00								63,000.00	
62	CRUSHED AGGREGATE BASE COURSE - 6 INCHES	20,050.00	SQ YD	15.00	300,750.00								300,750.00	
63	SEPARATION GEOTEXTILE	20,050.00	SQ YD	2.00	40,100.00								40,100.00	
64	CONCRETE PAVEMENT - 7 INCHES	19,610.00	SQ YD	49.75	975,597.50								975,597.50	
65	PAVEMENT MARKING, WHITE, WITH BEADS	23,880.00	SQ FT	1.10	26,268.00								26,268.00	
66	PAVEMENT MARKING, YELLOW, WITH BEADS	316.00	SQ FT	1.10	347.60								347.60	
67	PAVEMENT MARKING, BLACK	1,664.00	SQ FT	1.00	1,664.00								1,664.00	
68	PCC RUNWAY PAVEMENT GROOVING	45,834.00	SQ YD	2.49	114,126.66								114,126.66	
69	24-INCH RC PIPE CLASS V	275.00	LIN FT	150.00	41,250.00								41,250.00	
70	24-INCH RC FLARED END SECTION & APRON	2.00	EACH	6,500.00	13,000.00								13,000.00	
71	6-INCH PIPE UNDERDRAIN, COMPLETE	3,910.00	LIN FT	29.65	115,931.50								115,931.50	
72	UNDERDRAIN CLEANOUT, COMPLETE	11.00	EACH	950.00	10,450.00								10,450.00	
73	SEEDING AND FERTILIZING	47.00	ACRE	1,100.00	51,700.00								51,700.00	
74	TOPSOIL STRIP, SALVAGE, RESPREAD	10,265.00	CU YD	6.00	61,590.00	750.00	4,500.00	750.00	4,500.00		4,500.00	7%	57,090.00	
75	MULCHING	47.00	ACRE	575.00	27,025.00								27,025.00	
76	#8 AWG, 5KV CABLE INSTALLED IN DUCT, DUCT BANK OR CONDUIT	8,781.00	LIN FT	2.00	17,562.00					5,551.83	5,551.83	32%	12,010.17	
77	#6 AWG, 600V CABLE INSTALLED IN DUCT, DUCT BANK OR CONDUIT	4,411.00	LIN FT	1.50	6,616.50								6,616.50	
78	#6 STRANDED BARE COUNTERPOISE WITH GROUND RODS	3,205.00	LIN FT	2.00	6,410.00								6,410.00	
79	2-INCH SCHEDULE 40 PVC OR PE DUCT, INCLUDING TRENCHING	1,785.00	LIN FT	3.00	5,355.00								5,355.00	
80	3" GRS 2-CELL DUCT BANK, INCLUDING TRENCH	400.00	LIN FT	55.00	22,000.00								22,000.00	
81	RETRO REFLECTIVE MARKER	21.00	EACH	130.00	2,730.00								2,730.00	
82	L-867 ELECTRICAL HANDHOLE	10.00	EACH	600.00	6,000.00								6,000.00	
83	AIRFIELD GUIDANCE SIGN, SIZE 1	3.00	EACH	3,800.00	11,400.00					5,230.08	5,230.08	46%	6,169.92	
		Original Contract Totals (Schedule 2/Phase 3)				\$ 3,525,012.42		\$ 235,858.35		\$ 236,910.85	\$ 10,781.91	\$ 247,692.76	7%	\$ 3,277,319.66

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Perry, IA
 Engineer: Bolton & Menk, Inc.
 Contractor: Manatt's, Inc.
 Project: Relocate Runway 14/32 Schedule 2/Phase 3: 1500' Extension
 Contract: N/A

Owner's Project No.: N/A
 Engineer's Project No.: OT5.130018
 Contractor's Project No.: N/A
 Agency's Project No.: AIP 3-19-0075-017-

Application No.:		3		Application Period:		From		08/13/23		to		08/30/23		Application Date:		08/31/23			
A	B	C	D	E	F	Materials Stored			Incorporated in Work			M							
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored this	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)							
						Stored (\$)	Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)								
76	112190		5KV Cabling	On Site	3	-	5,551.83	5,551.83	-	-	-	5,551.83							
83	53747		Guidance Signs	Contractor Shop	3	-	5,230.08	5,230.08	-	-	-	5,230.08							
Totals						\$	-	\$	10,781.91	\$	10,781.91	\$	-	\$	-	\$	-	\$	10,781.91

ACCUJET LLC
 913 Evelyn St
 Perry, IA 50220
 +1 5153608582
 kyle@accujetiowa.com
 http://www.accujetiowa.com



INVOICE

BILL TO
 City Of Perry.
 PO Box 545
 1102 Willis Avenue, Suite 300
 Perry, IA 50220 USA

INVOICE # 6264	DATE 08/30/2023	TERMS Net 30	DUE DATE 09/29/2023
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DATE	DESCRIPTION	AMOUNT
08/07/2023	D8-140_D8-145 on Otley 364' D8-150_D8-155 on Otley 268' D8-145_D8-150 on Otley 190' D8-155_D8-160 on Otley 396' D8-165_D8-170 on Otley 338' C8-65_C8-70 on Otley 385' D8-170_C8-65 on Otley 388' E7-60_E7-58 behind Lou's Diner 230' D7-185_D7-130 on Lucinda 260', 2,819 @ \$31.34	88,347.46
08/07/2023	C8-75_C8-80 on Otley 365', 365 @ \$34.65	12,647.25

BALANCE DUE **\$100,994.71**

Attention! Please send payments to our new address. 913 Evelyn St. Perry, IA 50220 Thank you.



**BOLTON
& MENK**

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1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

August 30th, 2023

City of Perry
Attn: Sven Peterson, City Administrator
1102 Willis Avenue
Perry, Iowa 50220

Re: 1st Street CIPP Lining
City of Perry, Iowa

Dear Sven:

Enclosed is Pay Request #3, release of retainage, in the amount of \$9,008.54 for work completed through May 15th, 2023 for your review and acceptance of the above referenced project. The documents have been signed by the Contractor and the Engineer and are recommended for approval at the September 5th, 2023 council meeting.

A representative of Bolton & Menk will be present at the meeting should you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jacob Ahrens, P.E.
Project Engineer

Encl.

CONTRACTOR'S PAY REQUEST

WIESE PARK IMPROVEMENTS

CITY OF PERRY, IOWA

BMI PROJECT NO. GENERAL ENGINEERING

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$55,006.01
TOTAL, COMPLETED WORK TO DATE	\$55,006.01
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$55,006.01
RETAINED PERCENTAGE (5%)	\$2,750.30
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$52,255.70
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$52,255.70

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Concrete Professionals
PO Box 7
Altoona, IA 50009

By  ESTIMATOR
Name Title

Date 8/30/2023

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 1519 BALTIMORE DR, AMES, IA 50010.

By , CITY ENGINEER

Date 8-30-2023

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.:

1

WIESE PARK IMPROVEMENTS

CITY OF PERRY, IOWA

BMI PROJECT NO. GENERAL ENGINEERING

WORK COMPLETED THROUGH DATE AUGUST 18th, 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE			
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT		
1	2010-108-E-d EXCAVATION, CLASS 10	\$115.50	16.71	CY	\$1,930.01			16.71	CY	\$1,930.01
2	4020-108-A-1 STORM SEWER, TRENCHED, PVC, 4 INCH	\$63.00	85	LF	\$5,355.00			85.00	LF	\$5,355.00
3	4020-108-C-d LINEAR TRENCH DRAIN, 4 INCH	\$165.00	68	LF	\$11,220.00			68.00	LF	\$11,220.00
4	7010-108-A-d PAVEMENT, PCC, 4 INCH - PLAY SURFACING BASE	\$67.00	293	SY	\$19,631.00			293.00	SY	\$19,631.00
5	7010-108-E-d 8" REINFORCED CONCRETE BAND	\$55.00	60	LF	\$3,300.00			60.00	LF	\$3,300.00
6	11020-108-A-d MOBILIZATION	\$13,570.00	1	LS	\$13,570.00			1.00	LS	\$13,570.00
7										
TOTAL AMOUNT:					\$55,006.01					\$55,006.01



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

September 5th, 2023

City of Perry
Attn: Sven Peterson, City Administrator
1102 Willis Avenue
Perry, Iowa 50220

Re: Wiese Park Improvements
City of Perry, Iowa

Dear Sven:

Enclosed is Change Order #1 in the amount of (4,999.99) for balancing all completed work on the project, Final Acceptance and Certificate of Completion, and Pay Request #1 in the amount of \$52,255.70 for work completed through August 18th, 2023 for your review and acceptance of the above referenced project. The documents have been signed by the Contractor and the Engineer and are recommended for approval at the September 5th, 2023 council meeting.

All work has been completed by Concrete Professionals. Boland Recreation has installed all equipment with the play surfacing expected in the next two weeks weather dependent.

A representative of Bolton & Menk will be present at the meeting should you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jacob Ahrens, P.E.
Project Engineer

Encl.

Date of Issuance: 9/5/2023
 Owner: City of Perry, Iowa
 Contractor: Concrete Professionals
 Project: Wiese Park Improvements

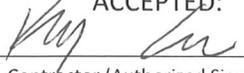
Effective Date: 9/5/2023
 Owner's Contract No.:
 Engineer's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description/Reason for Change Order: Balancing change order.
 Item 1 - Decrease contract quantity by 43.29 CY @ \$115.50/CY

Settlement for cost(s):
 Item 1 – Contract Unit Price

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 60,006.00	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase [Decrease] from previously approved Change Orders No. <u>000</u> to No. <u>001</u> : \$ 0.00	[Increase] Decrease from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price prior to this Change Order: \$ 60,006.00	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase [Decrease] of this Change Order: \$ (4,999.99)	Increase of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ 55,006.01	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>ESTIMATOR</u>
Date: <u>8-30-2023</u>	Date: _____	Date: <u>8/30/2023</u>

RESOLUTION NO. 090523C

RESOLUTION APPROVING FINAL ACCEPTANCE AND CERTIFICATE OF COMPLETION OF WORK FOR THE WIESE PARK IMPROVEMENTS

WHEREAS, said contractor has substantially completed work on the Wiese Park Improvements in accordance with the terms and conditions of the contract and the plans and specifications of said project; and

WHEREAS, the Project Engineer, Jacob Ahrens of Bolton and Menk, Inc. has submitted the Final Acceptance and Certificate of Completion of the Wiese Park Improvements in accordance with the plans and specifications and sets the final contract amount at \$55,006.01; and

WHEREAS, the Project Engineer recommends acceptance of said work and issuance of the Final Acceptance and Certificate of Completion of work under the conditions and guarantee of the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perry, Iowa that the work performed by Concrete Professionals is hereby accepted as having been substantially completed in accordance with the plans and specifications and contract for said project. The total contract cost for said project payable under the contract is hereby determined to be \$55,006.01 (Fifty-five thousand six dollars and one cent).

PASSED AND APPROVED this 5th day of September, 2023

John Andorf, Mayor

Attest:

Elizabeth Hix, City Clerk

RESOLUTION NO. _____

RESOLUTION SETTING 2023 FALL YARD WASTE BURNING DATES AND PROCEDURES

BE IT RESOLVED by the City Council of the City of Perry, Iowa that pursuant to Chapter 105.05 of the Code of Ordinances of the City of Perry, Iowa that the Fall 2023 yard waste burning procedures shall be performed as follows:

1. Backyard burning of yard waste materials is permitted from 10:00 a.m. to sundown from October 31, 2023 to November 19, 2023.
2. All burning is restricted to private property, in the rear yard of the property, at least thirty (30) feet from any building inhabited by other than the landowner or tenant conducting the open burning and the fires must be supervised at all times.
3. All non-burning yard waste disposal collection will be performed as set forth in Resolution No. 030623D dated March 6, 2023
4. The City of Perry encourages residents to find alternative methods to open burning for yard waste disposal, such as the Yard Waste Disposal Site as established per Resolution No. 030722E.

BE IT FURTHER RESOLVED by the City Council of the City of Perry that violators of this Resolution are subject to a municipal infraction of \$250.00 (two hundred fifty dollars) first offense and \$500 (five hundred dollars) for the second and subsequent offenses.

PASSED AND APPROVED this 5th day of September, 2023

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

RESOLUTION NO. 090523E

RESOLUTION SETTING A DATE AND TIME FOR A SAFETY/EMPLOYEE APPRECIATION DAY

WHEREAS, the Perry City Council believes that an active Safety Committee is a very important part of the City of Perry's safety management effort, and

WHEREAS, the annual City of Perry Safety and Employee Appreciation Day is where employees learn and are updated on important safety programs, policies and tutorials to maintain a safe workplace, and

WHEREAS, the Perry City Council believes that it is in the best interest of the residents of the City to fund the expenditures for the Annual Safety/Employee Appreciation Day which will be held on Wednesday, October 11th, 2023 from 10:30 a.m. to 1:30 p.m. at the Perry Police Department's Sallyport, located at 908 Willis Avenue.

NOW, THEREFORE BE IT RESOLVED THAT the Annual Safety/Employee Appreciation Day will be held on Wednesday, October 11th, 2023 from 10:30 a.m. to 1:30 p.m. at the Perry Police Department's Sallyport, located at 908 Willis Avenue.

PASSED AND APPROVED this 5th day of September, 2023.

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

9th Annual Safety & Employee Appreciation Day

When: Wednesday October 11th, 2023

Time: 10:30am - 1:30pm

Where: Police Department Sally Port

RSVP: Department Head or Safety Committee Member

Schedule of Events:

Seat Belt Impact Demonstrator- Iowa State Patrol

10:30am - 10:45am Welcome by Mayor John Andorf
Annual Claim Review and Summary-Susie Moorhead

10:45am - 11:15am TBD- Chief Vaughn

11:15am - 11:45am Employee Appreciation and Recognition
Each Department Head will introduce staff in attendance
Employees with Milestone Years of Service Recognized

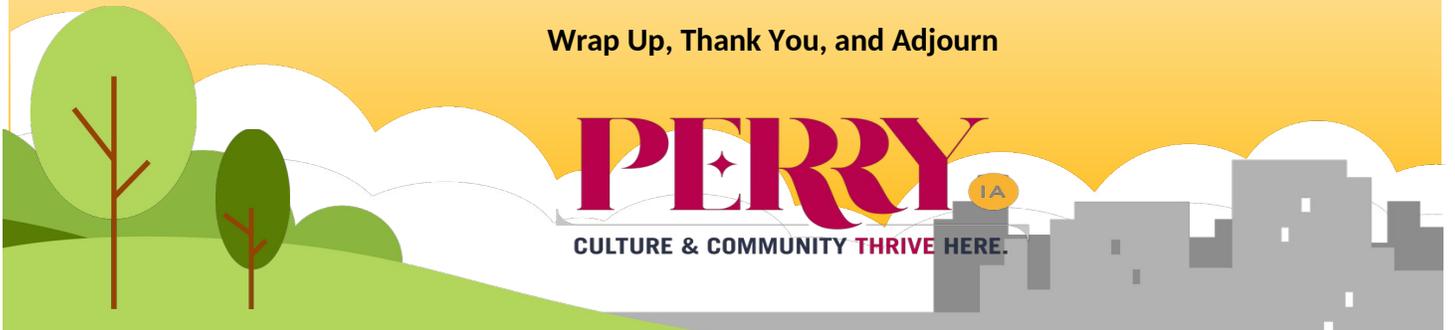
11:45am - 12:30pm Lunch-
Influenza Vaccine (Flu Shots) available during lunch

12:30pm - 1:00pm What's New in the City- Sven Peterson

1:00pm - 1:30pm TBD

Wrap Up, Thank You, and Adjourn

PERRY IA
CULTURE & COMMUNITY THRIVE HERE.



RESOLUTION NO. 090523F

RESOLUTION SETTING A NOTICE ON THE INTENT OF THE CITY OF PERRY TO DISPOSE OF PUBLIC PROPERTY BY SALE WITHIN THE PERRY CITY LIMITS

WHEREAS, the City of Perry has received a proposal from Balmer LLC to redevelop four vacant lots on Otley by constructing rental duplexes for a total of 8 rental units; and

WHEREAS, such vacant lots owned by the City of Perry would need to be disposed by sale which are legally described as real estate in Dallas County, Iowa as:

Lot One (1) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Two (2) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Three (3) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Four (4) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

and

WHEREAS, the City Council desires to inform the public about this proposed disposal by sale and such Purchase Agreement at a Public Hearing to receive comments from the public.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perry, Iowa, that:

Section 1. This Council will meet in the 2nd floor meeting room of the Towncraft Building located at 1122 Willis Avenue, Perry Iowa on September 18, 2023 at 6:00 p.m. at which time and place it will hold a public hearing on the disposal by sale and Purchase Agreement with Balmer LLC as described above.

Section 2. The City Clerk shall publish notice of said hearing, which publication shall be made in a legal newspaper of general circulation in Dallas County, which publication shall not be less than four (4) and no more than twenty (20) days before the council is set to take action.

PASSED AND APPROVED this 5th day of September, 2023.

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

**NOTICE OF PUBLIC HEARING ON THE INTENT TO DISPOSE OF PUBLIC PROPERTY BY SELL WITHIN THE
PERRY CITY LIMITS**

You are hereby notified that a public hearing will be held on a proposed Purchase Agreement between the City of Perry, Iowa and Balmer LLC on the 8th day of September, 2023 at 6:00 P.M. in the 2nd floor Assembly Room of the Towncraft Building, 1122 Willis Avenue, Perry, Iowa. The purpose of this meeting is to inform the public of the proposed Purchase Agreement with Balmer LLC. All members of the public are invited to attend and may make statements concerning the matter of Disposal of by sale. In addition, comments may be submitted in writing at the time or before and said comments shall be made a part of the public recorded concerning this hearing.

Pursuant to the provisions of the Coded of Iowa, Section 364.7, this Public Hearing will be held by the City Council of the City of Perry to consider the following:

The proposed Purchase Agreement between the City of Perry, Iowa and Capital Homes LLC for a portion of Public Property commonly known as Bluejay Addition Blk 8 Lot 8 and legally described as:

Lot One (1) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Two (2) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Three (3) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

Lot Four (4) of Bluejay Addition, a part of Block Eight (8) in Foster and Heaton Addition to the Original Town, now City of Perry, Iowa as shown on Plat of Survey filed in Book 2020, page 3077 in the Office of the Dallas County Reorder.

/s/ Elizabeth Hix, City Clerk, City of Perry

PROPOSAL TO PURCHASE PROPERTY FOR PRIVATE REDEVELOPMENT

Name of Proposer: Balmer LLC (Erickson Balmer Construction)

Address: 2453 106th Urbandale, IA 50322

Telephone: 515-252-1510

Lots 2004, 2012, 2018, 2024 Otley Ave

Land Purchase Offer Price: \$1.00

Good Faith Deposit: \$1.00

Description of Project or Proposed Use of Property: (For example the type of housing proposed – to be rental or owner occupied, amenities proposed, landscaping planned, etc. This explanation of the housing/development project can be attached as separate page)

This project is to redevelop four vacant lots on Otley Ave by building a rental duplex on
each of the lots. All eight of these rental units will feature three bedrooms, 3 bathrooms,
two-car garages, forced air HVAC, in-unit laundry, LED light fixtures and modern finishes.

Estimated Cost of Improvements:

Funding Source (s): Conventional bank financing

Estimated Sale Price or Rental Cost, if applicable: \$1,550 per month

Estimated Time For Commencement: ASAP

Estimated Time For Completion: 7/1/2024

Additional Comments:

Due to the current costs, interest rates, and rental rates, it is very hard to make projects like this cash-flow.

We have done our best to cut costs as well as shop bank financing but the numbers are still tight and there

are some challenges with the site (which we further describe in our attached proposal). This is why
we are offering \$0.00 for the land.

The City reserves the right to waive informalities in the sale procedures herein provided and to reject any and all Proposals. If this Proposal is accepted, the City shall provide a Real Estate Contract of Sale to the Proposer specifying the terms and conditions of the redevelopment proposal. A deed will be provided upon completion of the terms and requirements set forth within.

In the event this Proposal is accepted by the City Council and the Proposer fails or refuses to enter into a contract of sale for the property within 45 days after notification of acceptance of proposal, the City may terminate all rights of the Proposer hereunder, and, in such event, may retain the good faith deposit of the Proposer as liquidated damages and the City may proceed with other arrangements or plans for the sale of the Property to which this Proposal relates.

The City may withdraw from the sale of the Property at any time prior to conveyance of title and possession of said Property by reason of the City being enjoined or prevented from so doing by any order or decision or act of any judicial, legislative, or executive body having authority in the premises, or by reason of the City not being able to transfer unencumbered title. In such case, the deposit can be refunded to the Proposer.

Failure by the Proposer to perform the requirements set forth above in the required time frame will result in the Property reverting back to the City of Perry. In such event, the City may retain all improvements and funds paid by the Proposer.

Sale, assignment, or transfer of the Real Estate Contract by the Proposer, prior to the completion of the development requirements, must have prior written approval by the City of Perry.

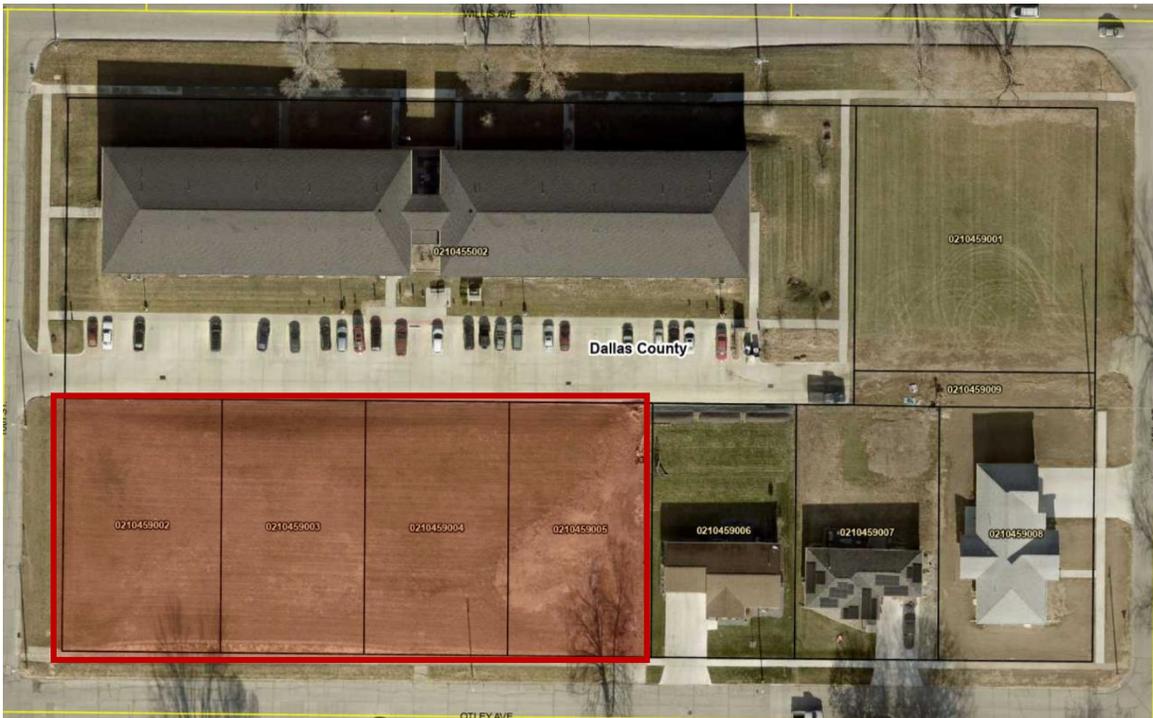
If you have questions, contact

Brian Balmer
Name of Proposer (type or print)



Signature

8-25-2023
Date



Otley Avenue Redevelopment Proposal
Erickson Balmer Construction
8-30-23

Project Overview

Erickson Balmer Construction is submitting this redevelopment proposal to build a for-rent duplex on each of the following vacant lots: 2004, 2012, 2018, and 2024 Otley Avenue in Perry, IA. These four buildings (8 total units) provide an opportunity to fill vacant lots in Perry while preserving the neighborhood aesthetic and buffering the higher density apartment building from the other homes on Otley Avenue.

Company History and Prior Experience

Erickson Balmer Construction is a general contractor based in Urbandale, IA, and specialize in the construction and development of commercial and multi-family property. Originally founded in 1955 as Bob Erickson Home Builders, Erickson Balmer Construction has been serving the greater Des Moines area for years in both the commercial and residential markets for 68 years. Brian Balmer is the current president and owner of the EBC and has been with the company since 1987. In recent years we have completed the following projects which are very similar to the buildings that we would like to build in Perry:

Shadow Creek Townhomes - Waukee, IA

- 74 total units across 15 buildings
- Buildings are a mix of duplex, 4-plex, or 6-plex configurations.
- Completed in 2019



The Village at Rock Creek – Ankeny, IA

- 84 total units
- 42 buildings, all of which are duplexes.
- Completed in 2019



Edgeland Bondurant – Bondurant, IA

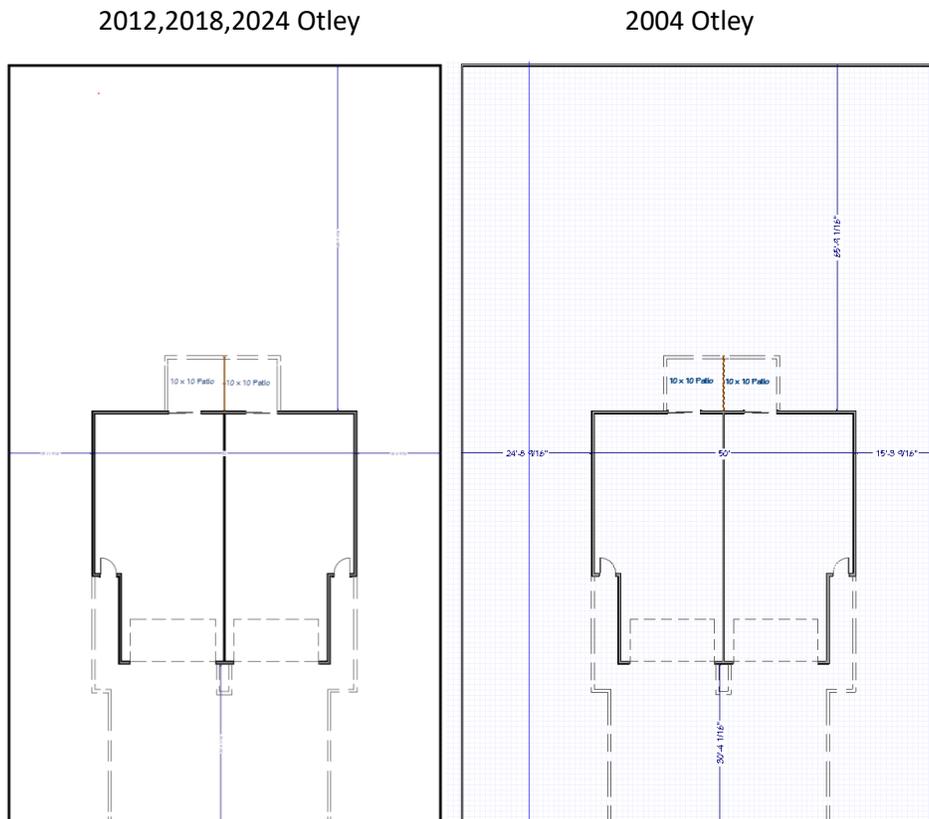
- 47 total units across 11 buildings
- Buildings are a mix of 4-plex, 5-plex, or 6-plex configurations.
- Currently under construction, anticipated completion by end of 2023
- Basis of design for the Perry duplexes
- Additional photos/information in the appendix.

Site Plan

2004 Otley Avenue measures 94' x 144', while the other three lots are each 84' x 144'. Our proposed duplex has a width of 50'. Therefore, these sizes provide ample space to build a duplex on each lot. It is our understanding that water and sewer are available along the south side of Otley Avenue and could be brought across the street by the city of Perry. We would then provide water and sewer for each of the eight units.

There are some challenges with the current grade of the site. From our on-site measurements we have found that there is approximately 7' of fall between 2024 Otley Avenue and 2004 Otley Avenue. We will therefore grade the site so that each building pad is lower the further east the lot it is. There is also up to 4' of grade change between the current lot elevation and the adjacent sidewalk. In order to reduce the slope of the driveway we will need to grade along Otley as well.

Below are initial site layouts showing the duplex footprint on each lot size:



Proposed Building Elevations:

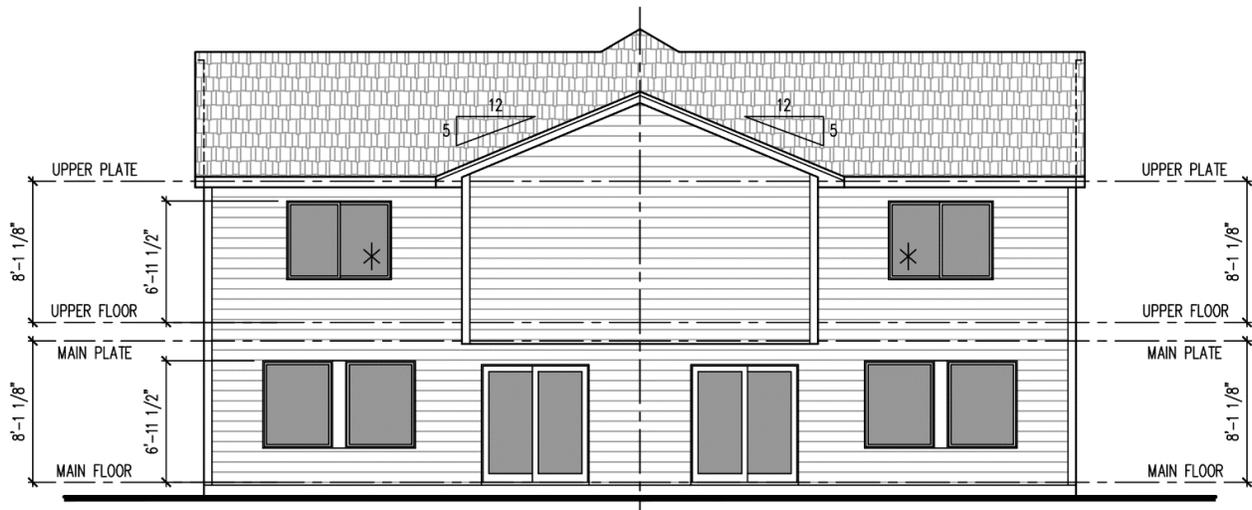
We intend to use the same materials that we used on a recent townhome project in Bondurant (see example pictures in the appendix). The bulk of the homes will be clad in vinyl siding with a masonry wainscot on the front elevation and a PVC border at grade to mitigate against wear and tear due to mowers. While the stone and siding color may change between the four buildings, we intend for each of the four duplexes to have the same floor plan and elevations. Using the same floor building plans allows for streamlined construction and cost savings.

The proposed building style is a modern farmhouse aesthetic and would fit in perfectly with the adjacent homes in the neighborhood.

Front Elevation

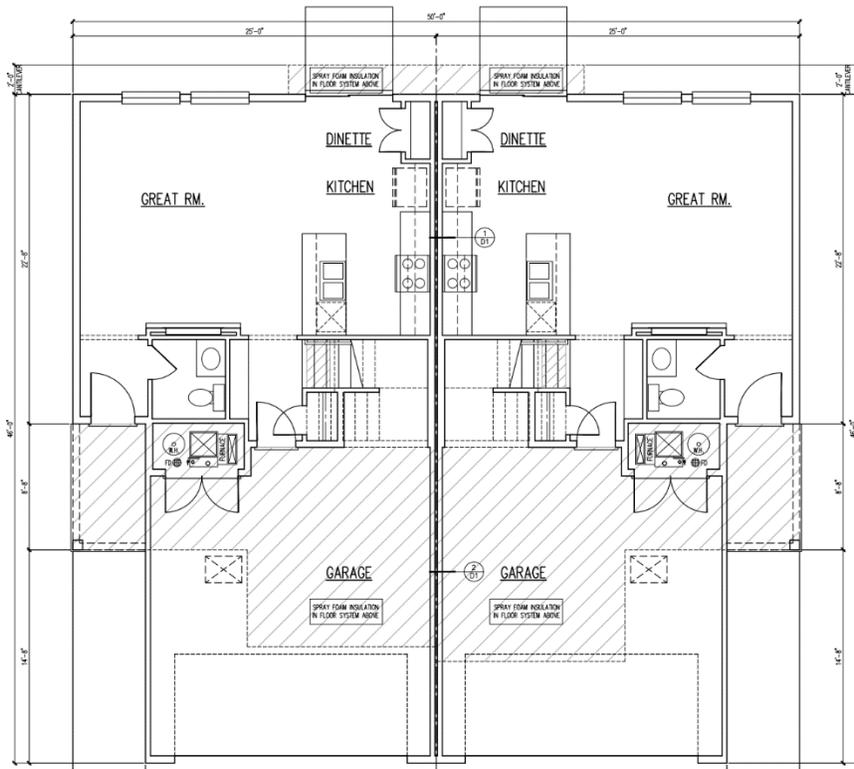


Rear Elevation

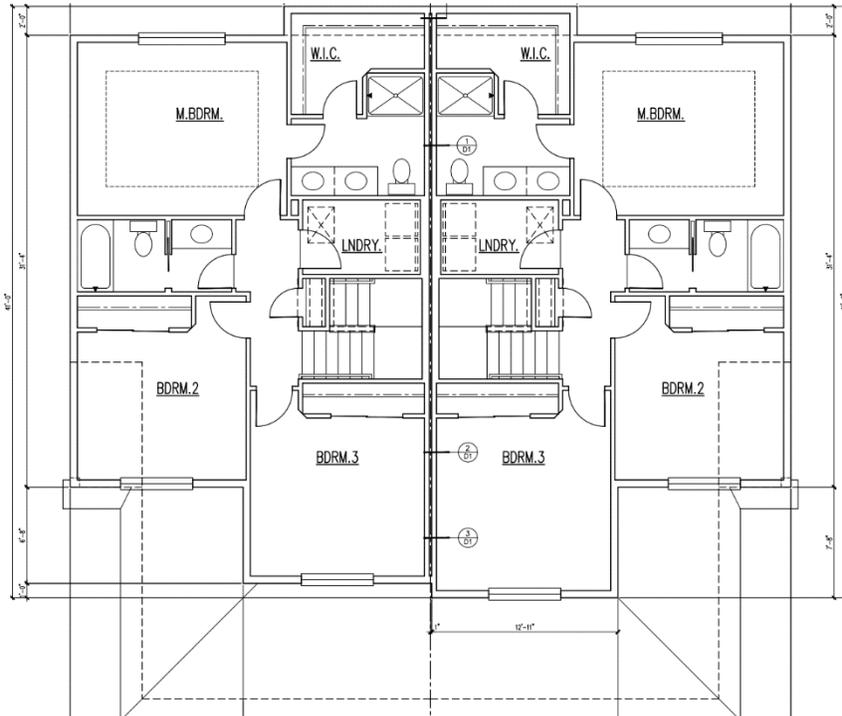


Proposed Building Floor Plan

First Floor



Second Floor



Financials

Erickson Balmer Construction has been working hard to dial in our construction costs and find the correct financing partner for this project. Increased costs, increased interest rates, and stagnant rental rates have made multi-family projects like this hard to make work financially in any Des Moines community. Therefore, we are offering a land purchase price of \$1.00. We are also asking that the city of Perry cut and replace the street concrete to bring utilities to the site as needed and EBC will pay for the materials to do so. This allows us to feel comfortable with our return on investment and willing to move forward with this project. We have access to financing and can see this project through.

Contact Information

Brian Balmer | President/Owner | bbalmer@ericksonbuilders.com | 515-208-0412

Dylan Balmer | Project Manager | dbalmer@ericksonbuilders.com | 515-318-0781

Website: <https://www.ericksonbalmer.com/>

Recent projects: <https://www.ericksonbalmer.com/projects>

Conclusion

Thank you for your consideration of this proposal. We are excited about the opportunity to build and own property in Perry, IA. We believe that building these duplexes would benefit the neighborhood, city, and local businesses in Perry. This is a high-quality rental product that fills a housing need in Perry. We view this project as the first of many in Perry, IA as we would love to build a relationship with the city for future redevelopment projects. Please reach out to Brian with any questions or concerns regarding this proposal. We look forward to hearing from you soon.

Appendix

Similar Project: Edgeland Bondurant

In October of 2022 Erickson Balmer Construction broke ground on a 47-unit townhome project in Bondurant called Edgeland Bondurant. We anticipate that this project will be completed by the end of 2023 with full occupancy. This project consisted of four-unit, five-unit, and six-unit buildings all with identical 3 bed, 2.5 bath units. Each unit on this project features LVT flooring, quartz countertops, stainless steel appliances, roller shades, and a small patio for grilling.



Link to additional project photos: www.ericksonbalmer.com/edgeland-bondurant-under-construction

RESOLUTION NO. 090523G

A RESOLUTION REPLACING THE INCOME OFFSET PROGRAM AND APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF PERRY, IOWA

WHEREAS, in accordance with Iowa House File 2565, the State of Iowa Offset Program will be administered by the Iowa Department of Revenue (IDR) instead of the Department of Administrative Services (DAS) effective November 13, 2023; and

WHEREAS, a Memorandum of Understanding is necessary to participate in the Offset Program with Iowa Department of Revenue which will replace the Memorandum of Understanding with the Department of Administrative Services State Accounting Enterprise which was entered into per Resolution 120522B; and

WHEREAS, the City of Perry wishes to continue to participate in the Income Offset Program and enter into a Memorandum of Understanding with the Iowa Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PERRY, IOWA that the City Council of the City of Perry, Iowa hereby approves the Memorandum of Understanding between the City of Perry and the Iowa Department of Revenue relative to State Offset Program and authorizes the Finance Officer to execute said agreement.

PASSED AND APPROVED this 5th day of September, 2023, by the Perry City Council.

John Andorf, Mayor

Attest:

Elizabeth Hix, City Clerk



Date: August 8, 2023

To: Participating Agencies in the State of Iowa Offset Program

From: Brian Bradour
Offset Program Coordinator
State Accounting Enterprise

Subject: Termination of Memorandum of Understanding for Participation in the Income Offset Program

PLEASE PASS THIS INFORMATION TO THE APPROPRIATE PERSONNEL

In accordance with [House File 2565](#), signed by Governor Reynolds in 2020, the State of Iowa Setoff Program will be administered by the Iowa Department of Revenue (IDR) instead of the Department of Administrative Services (DAS) effective November 13, 2023.

Your agency's Memorandum of Understanding (MOU) for Participation in the Income Offset Program with DAS will end November 12, 2023, as that is the last date DAS will have legal authority to identify funds for offset. It is expected there will be funds identified up until this date that will continue to be received in for a short period of time beyond November 12, 2023, so any funds still in process past this date will be administered by DAS to conclusion following the terms and conditions of the MOU ending November 12, 2023.

Key Dates:

- September 01, 2023: Last day DAS will identify tax refunds for offset
- November 12, 2023: Last day DAS will identify all other funding sources for offset
- November 12, 2023: Last day to submit debt to the DAS Offset Program
- November 12, 2023: Participating agency MOUs with DAS will end

There will be no conversion of debt listed with the DAS Offset Program into the IDR Setoff Program. Therefore, we recommend your agency review your debts to determine what qualifies for submission into the IDR Setoff Program.

Look for future updates regarding the State of Iowa Setoff Program through communication from IDR and through their website.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND _____ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [_____] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

**ARTICLE III
PROGRAM PARAMETERS**

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

3.4 **Setoff Procedure.**

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
- 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
- 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

- such a case. the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

**ARTICLE IV
ADMINISTRATION**

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency’s debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

[_____] (“Participating Agency”)	
Signature	Date
Name:	
Title:	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Primary	
This is the primary contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	
Title	
Phone Number:	
E-mail Address:	
Address:	
City:	
State:	
Zip Code:	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency’s debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as “645” or “123”, as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as “001” or “999”. Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency’s unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

RESOLUTION NO. 090523H

RESOLUTION APPROVING A REQUEST FOR PROPSAL FOR QUALIFIED ENVIRONMENTAL PROFESSIONALS TO PROVIDE ENVIRONMENT ASSESSMENT SERVICES FOR THE CITY OF PERRY'S AWARDED BROWNFIELDS ASSESMENT GRANT

WHEREAS, the City of Perry was awarded a Brownfields Assessment Grant through the United States Environmental Protection Agency (EPA), and

WHEREAS, a Request for Proposals (RFP) has been drafted to seek technical qualifications from qualified environmental professionals to provide environment assessments services relating to the awarded grant.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Perry, Iowa hereby approves the Request For Proposal (RFP) as prepared and acknowledges the Proposal due date and time as Wednesday September 27, 2023 on or before 1:00 P.M.

BE IT FURTHER RESOLVED that the City Council of the City of Perry reserves the right to not award as a result of this request.

PASSED AND APPROVED this 5th day of September, 2023.

John Andorf, Mayor

ATTEST:

Elizabeth Hix, City Clerk

Request for Proposals (RFP)

Qualified Environmental Professionals

City of Perry, Iowa



Responses due to City of Perry

Wednesday, September 27, 2023

No later than 1:00 P.M. CDT

Mail or deliver documents to:
City of Perry Brownfields RFP
1102 Willis Avenue
P.O. Box 545
Perry, Iowa 50220

Introduction

In May 2023, the United States Environmental Protection Agency (EPA) awarded a Brownfields Assessment Grant to the City of Perry Iowa.

This is a Request for Proposals (RFP) issued by the City of Perry, Iowa - hereafter known as "the City". The intent of this RFP is to request technical qualifications from qualified environmental professionals (Respondents) interested in providing environment assessment services to the City with the needs outlined in the RFP. The City plans to qualify a single Respondent that meets the threshold and selection criteria outlined in this RFP.

The RFP is open to all environmental professionals (QEPs) capable and qualified to meet the objectives and requirements described in this document. Qualified Woman-owned businesses (WBE), Minority-owned businesses (MBE), and/or Veteran-owned businesses (VBE) organizations are encouraged to respond.

Upon receipt, all RFP submissions will be reviewed for completeness in accordance with the threshold and selection criteria contained herein. If threshold criteria are satisfied, the City will assess each Respondent's qualifications based upon the selection criteria. Responses that meet the threshold and selection criteria set forth below will be evaluated to satisfy the City's expectation of conducting assessment work.

Once the selection committee has reviewed all Respondent proposals, the City may select respondents for an interview with the selection committee.

Background

The City has received a brownfields assessment grant from the Environmental Protection Agency for assessment of sites affected by petroleum and/or hazardous materials in Perry. While the City has an inventory of some existing brownfield sites, the successful Respondent will work with the City's Project Manager to hold public meetings to identify other potential brownfields sites. Our overall goal is to identify and perform environmental assessments on brownfield sites impacted or potentially impacted with petroleum or hazardous material substances and then seek funding for clean up to return those properties to permitted uses.

The City anticipates the selected Respondent will achieve the following goals outlined within the Brownfields Assessment Program:

- Work with the City, the EPA, and the community stakeholders to finalize the list of sites to be assessed based on need and financial availability/grant capacity.
- Complete thorough Phase I Environmental Site Assessments (following ASTM E1527-21) and Phase II Environmental Site Assessments (following ASTM E1903-19) on the selected parcels to determine the scope and extent of contamination of each site.
- Develop cost-effective and efficient scenarios for cleanup and remediation, as necessary, for the sites.
- Perform area wide planning activities including educational site visits, public meetings, and summary of site redevelopment profiles.

Scope of Work

The proposed scope of work under this RFP consists of working with the City's Project Manager to provide:

Cooperative Agreement Oversight:

- Work with the City to complete required cooperative agreement reporting.
- Complete ACRES reporting for sites assisted with program funds.

Community Engagement:

- Work with City to hold five (5) public meetings/open house events including providing coordination; draft media releases; presentations, etc.
- Work with the City to develop a Brownfields Program Website.
- Complete a draft Community Involvement Plan.
- At least once a year provide the City County with an update and/or program presentation.
- Create a Brownfields Program Specific Brochure.

Site Work:

- Quality Assurance Project Plan (QAPP), Phase I and Phase II Environmental Site Assessments (ESAs). Respondent will draft a QAPP; conduct up to 15 Phase I ESAs, 4 phase II ESAs and 4 supplemental phase II ESAs (ACM/LBP inspections); develop site-specific sampling and analysis plans and health and safety plans for each site where a Phase II ESA is conducted; and conduct 3 site specific cleanup plans. All Phase I assessments must meet the federal all appropriate inquiries (AAI) requirements (e.g., ASTM 1527-21).

Planning:

- Conduct Area-Wide Planning Activities. As deemed applicable by the City, Respondent will include a Brownfields Inventory and Prioritization to include of the area-wide target area. The Respondent will tour target, inspect sites, meet with stakeholders, collect eligibility data for sites, maintain inventory, meet with the Site Selection Team and Prioritize sites, document the site selection process. The Area-Wide Plan will focus on one or a combination of the key EPA Planning Areas (Land Use Assessment; Infrastructure Evaluation; Brownfields Revitalization Plan; Community Health Assessment; Evaluation of Market Viability; Market Study; Resource Roadmap; Site Disposition Strategy; Site Reuse Assessment; and Site Reuse Vision). Focus area of the Area-Wide Plan will be determined through public outreach and community needs.

Terms, Conditions and Exceptions

- a. The City does not create any obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer.
- b. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of

the contract resulting from qualification under this process, if it is in the best interest of the City to do so.

- c. The City reserves the right to reject any and all responses without cause, waive irregularities in all procedures related to this RFP, make inquiries of Respondents and their references and clients regarding qualifications or information submitted as part of their responses as deemed necessary, conduct personal interviews of any or all Respondents, and request and receive additional information as the City deems necessary.
- d. Work performed under agreements resulting from this RFP may be subject to federal contractual provisions. The City hereby puts Respondents on notice that a successful award at the end of this process may be contingent upon an agreement between the City and the Respondent to comply with standard federal contractual provisions, including but not limited to, minimum Federal wage rates (Davis-Bacon).
- e. In the event the selected Respondent does not enter into the required agreement with the City to carry out the purposes described in this RFP, the City may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.
- f. In no event shall any obligation of any kind be enforceable against the City unless a written agreement has been entered into.
- g. By submitting a response to the RFP, each Respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- h. The City will not assume any responsibility or liability for any expenses incurred by a Respondent, or prospective Respondent, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFP.

Responses to this RFP

Responses must be received on or before 1:00 P.M, Central Time, Wednesday, September 27, 2023. Respondents should submit five (5) paper copies and one (1) electronic copy in PDF format to:

**City of Perry Brownfields RFP
1102 Willis Avenue
P.O. Box 545
Perry, Iowa 50220
sven.peterson@perryia.org**

Responses not received by the deadline WILL NOT BE ACCEPTED FOR CONSIDERATION. To reduce waste, cost, and size of submittals, basic stapled or spiral-bound proposals are preferred rather than submittals with three-ring or other binding mechanisms.

Please note the following:

- a. The City will not be held responsible for response envelopes mishandled, misrouted, or delivered late as a result of the envelope not being properly prepared. Faxed responses will not be accepted.
- b. For ease of evaluation, the response should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. If the Respondent wishes to provide other supplemental information, it should be segregated at the end of the response document and identified separately from the information requested.
- c. An individual or individuals legally authorized to bind the Respondent must sign the cover letter.
- d. Any questions regarding this RFP must be submitted in an **e-mail to Sven Peterson at sven.peterson@perryia.org no later than 1:00pm CDT, Friday, September 15, 2023**. A timely written response, which includes electronic transmittal, to all e-mail questions will be provided to the Respondent and all firms who received the RFP.
- e. Other than as provided above, inquiries pertaining to the RFP are NOT to be directed to any other staff member of the City. Any such action MAY disqualify the Respondent from further consideration. Respondents may not rely upon verbal responses to any inquiry.
- f. Respondent shall certify that to the best of its knowledge, all information provided in their respective response materials is accurate and complete. Any misrepresentation by a Respondent shall be treated as fraudulent concealment from the City of the true facts relating to the qualification.
- g. Respondent shall disclose any information that may materially impair the Respondent's ability to provide the level of service required. Qualifications which appear unrealistic in terms of commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this RFP, may be rejected.
- h. Respondent shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a qualification in response to this RFP, Respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant of the City or any employee

or representative of same, in connection with this qualification process. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Respondent's qualification. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a Respondent. The City reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

- i. Respondent shall disclose details of any past and/or current relevant criminal investigation, pending litigation, regulatory or civil enforcement action in which your firm is or was involved during the past five years.

Selection Process

The City will review all of the responses in the following manner:

- a. Each response will be evaluated on the basis of the threshold eligibility and selection criteria listed below.
- b. The City reserves the right to conduct interviews with any Respondent it deems necessary as a part of its evaluation of responses. Based on the results of that evaluation, the response(s) determined to be most advantageous to the City taking into account all of the evaluation criteria, will be selected by the City.

Project Timetable

September 5, 2023 RFP materials e-mailed to potential Respondents
September 5, 2023 RFP posted on City website: www.perryia.org;
posted on Iowa League of cities website:
www.iowaleague.org
September 15, 2023 RFP questions emailed to
sven.peterson@perryia.org no later than 1:00pm CDT
September 27, 2023 Respondents' materials due back to the City
October 2, 2023 Selection Committee makes recommendation to Perry City
Council
October 3, 2023 Respondents Notified of final selection

Threshold Eligibility

Responses will be evaluated based upon the documented ability of the Respondent to satisfy the requirements of this RFP. Threshold eligibility requirements include the following:

- a. Respondent has at least one (1) full-time Environmental Professional as defined in ASTM 1527-21.
- b. Respondent has a minimum of ten (10) years' environmental professional experience.
- c. Respondent must have knowledge of and experience with development of EPA Quality Assurance Project Plans.

- d. Respondent must have the following minimum insurance requirements: \$2,000,000 in commercial general liability, \$1,000,000 in automobile liability, \$2,000,000 in worker's compensation per accident, \$5,000,000 in umbrella liability, \$2,000,000 in professional liability, and \$2,000,000 in pollution liability. Respondent will add the City of Perry as Certificate Holder on their insurance.
- e. Respondent must have demonstrated experience in conducting community outreach and public meetings.

If a Respondent does not satisfy the threshold eligibility requirements above, the response will not be further evaluated and scoring will not be completed.

RFP Response Contents:

Proposals should be prepared on standard size paper (8.5x11) and limited to ten (10) single sided pages, exclusive of resumes, insurance certificate, and rate sheet. Standard advertising brochures should not be included in the proposal. Each Respondent must include the following materials in its response to this RFP:

- a. Cover Letter not to exceed one page, signed by an individual(s) authorized to bind the Respondent contractually. The cover letter must include the name, title, address, email address and telephone number of one or more individuals who can respond to requests for additional information. This section should include a brief summary of the respondent's area of expertise, and history performing similar work.
- b. Management Outline and Project Approach: Statement describing the Respondent's general understanding of the scope of work and the key issues associated with performing the required services. The statement must include Respondent's familiarity with the project and describe unusual conditions or problems prospective Respondent believes may be encountered. This section shall include the applicant's approach to community outreach activities, planning, organization, and management. Based on past experience provide an estimated cost (average) of the respondent's phase I ESAs, phase II ESAs, and supplemental phase II ESAs. Each respondent shall provide a list of proposed key project personnel.
- c. Experience and Capabilities: Respondents shall provide relevant management and technical experience and capabilities with respect to the following activities: key personnel, regulatory and scientific/technical knowledge, representative project descriptions.

List of other similar projects undertaken, along with references for five (5) similar projects.

- d. Summarize experience in conducting assessment, remediation, and project closure work under the Iowa Department of Natural Resources Land Recycling Program.
- e. Anticipated Schedule: Provide a realistic anticipated schedule for the project.
- f. Resumes of the Respondent's key personnel who would be assuming primary responsibility for this project. Please limit response to five (5) or fewer individuals.

Evaluation Process

Respondents will be ranked based on qualifications and project understanding as determined to be in the best interests of the City. Those that satisfy the threshold eligibility requirements above will be evaluated against the additional selection criteria listed below.

- A. Quality of Written Proposal (15 points)
- B. Respondent's References and Experience (25 points)
- C. Response to Scope of Services (25 points)
- D. Ability to Handle Multiple Projects and Meet the City's Brownfields Assessment Grant Deadlines (15 points)
- E. Pricing Information (20 points)