



City of DeWitt  
Council Meeting  
January 17, 2011

The regular meeting of the DeWitt City Council was held on January 17, 2011 at the DeWitt City Hall Council Chambers. Mayor Donald J. Thiltgen presiding. Council members present Ketelsen, Scheckel, Dunkin, Marcus. Hasenmiller absent

Scheckel moved and Ketelsen seconded to approve renewal of liquor license, beer permit, native wine permit for Barnes Foodland, December 2010 Revenues and Transfer in: \$604,568.59, December 2010 Expenditures & Transfers out:845,802.81 and minutes and bills as follows:

A. FILER	PARKING LOT LEASE	83.25
AIR CONTROL INC	THAWED REGULATOR, RELIT WTR HEA	70.00
ALLIANT/IES UTILITIES	6TH AVENUE LIGHTS UTILITIES	24,498.76
ALLIED GROUP INSURANCE	INSURANCE	61.94
ALLIED WASTE SYSTEMS	GARBAGE & RECYCLING SERVICE	24,791.80
AMERICAN WATER WORKS	ANNUAL MEMBERSHIP DUES	354.00
ANDERSON SAND & GRAVEL	CEMENT SAND, DELIVERY	1,731.99
BANCARD CENTER	MOVING EXPENSE	5,124.92
BARNES FOODLAND	PAPER TOWELS	79.44
BERNIE'S HEATING	BP REFUND	45.00
BOB LOOSE	OUT OF POCKET REIMBURSEMENT	31.19
CINTAS CORPORATION #342	FLOOR MATS	56.80
CITY OF DEWITT	WATER BILL	245.00
CLERK OF THE DIST COUR	CLERK OF COURT GARNISHMENT	100.00
CLINTON COUN AREA SOLID	ANNUAL LICENSE	25.00
CLINTON COUNTY REC	RECORD LOAN RELEASE-HALLMARK	9.00
COMPASS BUSINESS SOL	UTILITY BILL FORMS	823.81
DAVE PILLARS TRUST ACCT	GARNISHMENT	250.00
DAVID PORTER	MOVING EXPENSE-BOXES, WRAP	231.31
DEANNA RODRIGUEZ	IOWA CLERK/FINANCE CERTIFICATI	150.00
DEWITT FIRE DEPARTMENT	NAPA-BATTERIES	1,425.95
DEWITT OBSERVER	NOTICES & PUBLISHING	496.60
DIEDRICH CEMETERY SER	GRAVE OPENINGS	1,125.00
DON THILTGEN	MILEAGE-RPA MTG	52.51
DON'S ELECTRIC CO.	BOILER GAUGE	64.10
EASTERN IA LIGHT/POWER	SOUTH WATER TOWER UTILITIES	98.82
FARM PLAN	HYD/TRANS OIL	62.95
FASTENAL COMPANY	PLOW BOLT NUTS	128.73
FAYE VOSS/PETTY CASH	PETTY CASH REIMBURSEMENT	153.45
FLEET FUELING	GASOLINE	7,881.28
FLOWERS ON THE SIDE	PAARMANN FLOWERS	120.00
FORT DEARBORN LIFE INS	DENTAL INSURANCE	563.80
GATEWAY DOOR COMPANY	REPAIR GARAGE DOOR	448.11
GATEWAY SUPPLY LTD	BATHROOM CLEANER, FOAM SOAP, FAC	174.00
GENESIS HEALTH SYSTEM	EMPLOYEE ASSISTANCE PROGRAM	119.00
GRAYBAR	MULTI VAPOR LIGHTS	23.08
GREG WAUGH	OUT OF POCKET REIMBURSEMENT	50.00
HALL OF FAME PIZZA	MEETING SUPPLIES	58.48
HARLAND TECH SERVICE	MAINTENANCE CONTRACT	336.00
HARTZ LOCK CO.	INSTALL WEATHER STRIPS, CAULK	785.80

HI-RES GRAPHICS	VINYL LABELS	20.00
HOME DEPOT	SALT	897.12
I.S. & J. TRUCKING & EXCA	HAUL SNOW	825.00
ICMA-RETIREMENT TRUST	DEFERRED COMP PLAN	902.94
IIMC	CERTIFICATION FEE	100.00
INTERNAL REVENUE SER	FICA WITHHOLDING	14,500.44
IOWA CODIFICATION INC.	PREP OF JAN SUPPL(ORD 04-06)	140.00
IOWA DEPT OF NATURAL	IDNR LOAN-CONTRACT 08-G550-23	2,750.00
IOWA DEPT OF TRANSP	VEHICLE INSPECTION	210.00
IOWA ONE CALL	NOTIFICATIONS	21.70
IOWA RURAL WATER ASSOC	2011 ANNUAL CONFERENCE REG	200.00
IOWA STATE RES LAW OFF	ANNUAL MEMBERSHIP DUES	165.00
IOWA TELE/WINDSTREAM	PHONE SERVICE	56.54
JANSEN ELECTRIC INC	PANEL INTERIORS, LABOR TO DATE	7,060.00
JEFF FRICK	BOYS BASKETBALL CLINIC	530.00
KENDRICK PEST CONTROL	PEST CONTROL SERVICE	165.00
KEVIN SCHROEDER	MEALS-FIRST AID/CPR	78.41
LECTRONICS INC	INSTALLATION OF OUTSIDE SPEAKE	374.23
LINK HYDRAULIC INC	FABRIC PISTON CUPS, VEE PACKING	151.98
MATT PROCTOR	MEALS-FIRST AID/CPR	23.33
MID-STATES ORGANIZ CRIM	ANNUAL MEMBERSHIP DUES	100.00
MIDWEST WHEEL COMPAN	HOSE ASSEMBLY	223.89
MYERS-COX CO.	SOUP	68.56
NAPA AUTO PARTS	SOCKET REPL UNDER WARRANTY	105.77
NCA TRUCKING	SNOW REMOVAL	412.50
NORMA SPEER	FITNESS MEMBERSHIP REFUND	157.22
NORTH AMERICAN SALT CO	BULK HWY SALT	6,373.64
OFFICEMAX	GLOVES, INK CARTRIDGE, CD-RWS	199.96
OMNI-SITE.NET	WIRELESS SERVICE	552.00
PANTHER UNIFORMS INC	UNIFORMS-PORTER	572.90
POLICE EXECUTIVE RESEAR	ANNUAL MEMBERSHIP DUES	160.00
PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	261.48
REPUBLIC COMPANIES	LIGHTS	42.60
RIVER BEND TRANSIT	BUS SERVICE-DEC/JAN	351.00
ROBERT J. MCGEE P.C.	LEGAL SERVICES-DEC 2010	496.20
ROORL LLC	GASOLINE	97.34
RUTH FATCHETT	POPCORN GIFT SETS	38.74
SANDRY FIRE SUPPLY	GEAR RACKS	7,210.28
STEVE LINDNER	MILEAGE-ANAMOSA STRATEGIC PLAN	101.46
TELRITE CORPORATION	PHONE SERVICE	68.69
TEST GAUGE AND BACKFL	CALIBRATION & RECERTIFICATION	75.00
THE IACP	ANNUALMEMBERSHIP DUES-PORTER	120.00
THE OFFICE CENTER	CALENDAR	111.68
THEISEN'S	CAR/TRUCK WASH	541.20
TIRES-N-MORE	TIRES, TIRE DISPOSAL	457.28
TOTAL MAINTENANCE INC	BUILDING MAINT CONTRACT	797.00
TREASURER STATE OF IOWA	SALES TAX DEPOSIT	5,677.74
TROY HARKSEN	INSURANCE DEDUCT	316.64
TRUE VALUE HARDWARE	FUSES, DOWEL ROD	145.79
TYLER TECHNOLOGIES	ONLINE PET LICENSE TRAINING	187.50
U.S. CELLULAR	PHONE SERVICE	147.23
UNITED HEALTHCARE PLAN	HEALTH INSURANCE	716.60
UPS	SHIPPING	19.59
US POSTAL SERVICE	POSTAGE-MONTHLY BILLS	587.86
USA BLUEBOOK	HACH DPD SAMPLE PK, ROLLER ASSE	401.34
VERIZON WIRELESS	PHONE SERVICE	84.33

WINKEL, PARKER & FOSTER	AUDIT SERVICES	575.00
XPERT CLEANING COMPANY	CLEANING SERVICE-DEC	1,572.00

Categorized by the following funds:

001	GENERAL FUND	34,851.94
110	ROAD USE	15,587.02
121	LOCAL OPTION SALES TAX	7,993.12
125	DEWITT ECON DEV TIF	22.28
200	DEBT SERVICE	2,750.00
310	11TH ST WIDENING	9.29
345	INFLOW/INFILTRATION PROJ	2.25
600	WATER UTILITY	9,403.85
610	SEWER UTILITY	16,511.96
615	SEWER IMPROVE AND EXT	7,060.00
670	GARBAGE & RECYCLING COL	24,613.27
740	STORM WATER UTILITY	273.95
830	PAYROLL CLEARING	13,151.64
	*****	132,230.57

**Consider Request to Waive Snow Removal Charges for 429 5<sup>th</sup> Avenue.** Scheckel moved and Ketelsen seconded to cut the snow removal bill to \$35. Motion carried with Scheckel, Ketelsen, Dunkin, Marcus voting yes.

**Consider Request from Library Board for Thiel Building.** Ketelsen moved and Dunkin seconded to accept \$60,000 from the library for the Thiel Building. Motion carried with Ketelsen, Dunkin, Marcus, Scheckel voting yes.

**Resolution 2011-01: Set Public Hearing Date for HOME Application.** Scheckel moved and Dunkin seconded to approve **Resolution 2011-01**. Motion carried with Scheckel, Dunkin, Marcus, Ketelsen voting yes.

**Resolution 2011-02: Set a Date for Public Hearing on Loan Agreement in a Principal Amount Not to Exceed \$2,600,000 (refinance).** Ketelsen moved and Marcus seconded to approve **Resolution 2011-02**. Motion carried with Ketelsen, Marcus, Scheckel, Dunkin voting yes.

**Resolution 2011-03: Resolution correcting "scrivener's" error on DDC Rebate Agreement.** Scheckel moved and Marcus seconded to approve **Resolution 2011-03**. Motion carried with Scheckel, Marcus, Dunkin, Ketelsen voting yes.

**Consider Request for Purchase of video equipment for 2007 Ford Explorer.** Ketelsen moved and Dunkin seconded to use of insurance proceeds to partially offset the cost of purchase of a new video system for the 2007 Ford Explorer. Motion carried with Ketelsen, Dunkin, Scheckel, Marcus voting yes.

**Consider approval of Parks and Recreation Summer Day Camp Program.** Scheckel moved and Dunkin seconded to try the Summer Day Camp Program. Motion carried with Scheckel, Dunkin, Ketelsen, Marcus voting yes.

**Approve Hwy 30 Coalition Dues.** Scheckel moved and Dunkin seconded to pay Hwy 30 Coalition dues. Motion carried with Scheckel, Dunkin, Marcus, Ketelsen voting yes.

**Budget Workshop.** A spreadsheet comparing last year's taxable values to the new taxable valuations was presented. Residential value increased while commercial, industrial and ag taxable values decreased. The increase is less than DeWitt normally experiences. Next the I-Cash program was discussed. This is for city council to decide if they want to continue to pass along fees to customers or chose to absorb the fees as a business expense. No conclusion was reached. This item will be discussed again next week when councilmember Hasenmiller is present. The next item presented was a request for city hall staff to be changed to full-time from part-time. One position is included as full-time in the budget requests including utilities. The garbage and recycling budget was discussed. The garbage contract rate has decreased thus this budget is showing a net income. Council decided to leave the rate the same rather than lower now to raise again next year. It is estimated the rate will be able to remain steady for at about 4 years. The storm water utility budget was discussed next. Some items included are rebuilding some intakes, smoke testing, retrofitting castings on existing culverts and new storm drainage in the SW corner of town. The new storm drainage is a continuation of a project in the current year's budget. The \$40,000 for smoke testing will be certified as TIF debt as part of the ongoing inflow/infiltration projects. \$45,000 will be transferred to future equipment replacement fund for a sweeper. This results in a net loss of \$79,419 although \$40,000 will be repaid by TIF and the transfer is simply a movement of funds on hand. Council was then presented with costs of new employee positions requested in water and sewer utility budgets. This is due to the positions being split between two department budgets and multiple line items. Request is for a new full-time position, new permanent part-time position and new seasonal part-time position. The seasonal part-time position is in the current year budget but has not been filled. The water utility budget was discussed next. The original requests result in a net loss of \$123,964. This budget includes new personnel, loft/shelf storage in the new building, repainting hydrants, painting the ground storage tank, trenchbox, 1/3 of a new backhoe, 1/2 of a new truck and additional fire hydrants to be added in the SW corner of town. No decisions were made. Council will work on this next meeting.

**Closed session (Iowa Code Chapter 21.5).** Scheckel moved and Dunkin seconded to go out of regular session into closed session pursuant to Iowa Code Chapter 21.5. Motion carried with Scheckel, Dunkin, Ketelsen, Marcus voting yes.

Scheckel moved to adjourn at 9:03 pm.

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Donald J. Thiltgen, Mayor

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Deanna Rodriguez, acting City Clerk

City of DeWitt  
Council Meeting  
January 24, 2011

A special meeting of the DeWitt City Council was held on January 25, 2011 at the DeWitt City Hall Council Chambers. Mayor Donald J. Thiltgen presiding. Council members present Ketelsen, Scheckel, Dunkin, Marcus, Hasenmiller.

**Budget Workshop.** First the I-Cash program was discussed again. This is for city council to decide if they want to continue to pass along fees to customers or chose to absorb the fees as a business expense. Council members decided 3-2 to try absorbing the costs instead of passing along convenience fees. The water utility budget was discussed next. The original requests result in a net loss of \$123,964. This budget includes new personnel, loft/shelf storage in the new building, repainting hydrants, painting the ground storage tank, trenchbox, 1/3 of a new backhoe, 1/2 of a new truck and additional fire hydrants to be added in the SW corner of town. Changes made in the water utility include paying for a slightly used backhoe (1/3 of \$90,000), \$17,500 for 1/2 of new truck, and \$4100 for trench box out of equipment replacement instead of operations. \$60,000 was removed for painting the ground storage tank but \$30,000 will be transferred to equipment replacement to paint this in the future. The new full-time and new part-time positions were removed but the current permanent part-time position will be made full-time to be split 80/20 between water and sewer. \$5000 was removed for additional fire hydrants. Council decided that water rates would increase 3% and water connection fees for new houses will increase \$25. This brought the water utility to a net loss of \$23. The sewer utility budget was discussed next. This budget was proposed with a net loss of \$75,610. The elimination of both the new full-time and part-time positions and change of the current part-time position to full-time made earlier also affects this budget. Purchasing a used backhoe also decreased expenses here. The \$13,000 mower was removed and \$10,000 manhole work will be certified as TIF debt as part of the ongoing inflow/infiltration issues. This brings this budget to a net income. There is no proposed rate increase but council decided to increase sewer connection fees for new houses by \$25. This has not been increase since 2003. Capital project budgets were discussed next. These do not include any new projects above the ones Council has already committed to. We have several projects not yet bid out. Based on current estimates the City may need an estimated \$450,000 to \$600,000 for these projects. Projects include 11<sup>th</sup> Street widening, 11<sup>th</sup> Street West overlay, East side storm water, 10<sup>th</sup> Avenue reconstruction, and Westbrook baseball diamonds. Debt service budgets were discussed next. It was noted that only 4 of the 11 bond issues are paid with the debt service levy. One of these will be paid off in the coming year. Others are paid with sewer revenues, water revenues, road use taxes and TIF. Next special revenue budgets were discussed starting with road use street department. This budget includes major repairs to the salt/sand bin, a tailgate spreader for the 1 ton and a brine trailer. A v plow was removed. Road use revenue is expected to increase based on new census numbers. Police pension costs (411) will be increasing substantially. The city's contribution rate is increasing from 19.9% to 24.76%. The local option tax street department budget includes \$10,000 for signs to work on new reflectivity standards, 1/3 of the used backhoe, a paint trailer, and 1/2 of a clam bucket for

the loader. Also included is \$35,000 transfer to equipment replacement for a new plow/dump truck. The TIF budget has several rebate agreements budgeted. The DeWitt Downtown Improvement District board is recommending the SSMID tax rate be increased to \$.50. Council will work on general fund next meeting.

Scheckel moved to adjourn at 9:01 pm.

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Donald J. Thiltgen, Mayor

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Deanna Rodriguez, acting City Clerk

City of DeWitt  
Council Meeting  
January 31, 2011

A special meeting of the DeWitt City Council was held on January 31, 2011 at the DeWitt City Hall Council Chambers. Mayor Donald J. Thiltgen presiding. Council members present Ketelsen, Scheckel, Dunkin, Marcus, Hasenmiller.

**Budget Workshop.** First the amount of money available for the employee benefit levy and the emergency levy were discussed. The budget is presented with the tax rate staying the same. Options were presented about the amount the City rate could be raised if the council chooses. The annual memo analyzing the general fund cash flow was discussed next. The period of negative cash flows is increasing and the projected general fund balance is lower than the amount calculated for cash flow purposes. General fund budget was presented starting with a net loss of \$218,947. A proposal for a car allowance for the building official was discussed. The concensus was to not approve the allowance but to maintain a city car. The new police vehicle was discussed next with no change. Fire department budget was decreased by \$15,000 with \$10,000 reduction of set aside for future vehicle purchase. Building permit fees will be increased by 5%. Pet licenses and animal impound fees will also be increased. The battery backup proposed in traffic safety was deleted. The \$10,000 site work proposed at the compost area was cut in half. A new screen is to be purchased. \$3,500 for half of a clam bucket for the loader was taken out. A new roof, door replacement and painting is budgeted for the referral center building. \$7,000 of library part-time salaries will be paid out of library county reserve rather than the general fund. The proposed roof replacement/repair for the library will be paid out of the library endowment fund. User fees will be increased for park shelter rent, aquatic center lessons and season passes, soccer, baseball, softball, t-ball and basketball clinics. Parks part-time salary expense was decreased by \$15,000. The Paarmann Park restrooms for \$23,000 were cut. Also cut in parks department was a limb hog and roofing of one park shelter. \$2,500 will be earmarked for the Hoops for Little Trees project rather than the \$7,500 requested. The proposal to change a part-time fitness center staff position to full-time was removed. The position will stay as is. Bronze check valves and the air conditioner in the concession area will be replaced at the aquatic center. The budget includes repainting the aquatic center next year and starting a set-aside for future replacement of the play island. The rear discharge mower was removed from the cemetery budget. The community center proposed kitchen upgrade was cut in half to \$5,000. The LED sign for \$35,000 at the fitness center was removed and building/grounds repair/maintenance was reduces by \$25,000. Updating the comprehensive plan for \$4,250 was removed from the planning budget. Money was added to the budget for the July 4<sup>th</sup> parade. Advertising for the Hausbarn was cut by \$1,200. The meeting expense for the city administrator/mayor was decreased by \$500 in the general fund. The proposal to change the city hall clerk/receptionist from part-time to full-time was not approved. The changes result in a net income of \$2,093 in the unreserved general fund.

Scheckel moved to adjourn at 9:15 pm.

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Donald J. Thiltgen, Mayor

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Deanna Rodriguez, acting City Clerk



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NAPA AUTO PARTS	HUB ASSEMBLY	181.39
		TELRITE CORPORATION	PHONE SERVICE	3.90
			PHONE SERVICE	165.83
			TOTAL:	10,022.89
RESERVE POLICE	GENERAL FUND	DEWITT FITNESS CENTER	FITNESS CENTER DUES	28.98
			TOTAL:	28.98
EMERGENCY MANAGEMENT	GENERAL FUND	ALLIANT/IES UTILITIES	WESTBROOK DRIVE SIREN UTIL	17.80
			TOTAL:	17.80
FIRE PROTECTION	GENERAL FUND	STEVE LINDNER	LIVE HEALTHY IOWA	10.00
		BATTERIES PLUS	BATTERIES-THERMAL CAMERA	276.00
		TRUE VALUE HARDWARE	KEY	1.99
		DEWITT FIRE DEPARTMENT	TRUE VALUE-KEY	0.60
			NAPA-GLOVES	4.59
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	260.82
		ALLIANT/IES UTILITIES	FIRE STATION UTILITIES	731.42
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	42.60
			MEDICARE WITHHOLDING	9.97
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	17.00
		IPERS	IPERS	47.76
			IPERS	36.35
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	87.86
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24.86
		ELECTRONICS INC	FIRE/BURGLAR ALARM MAINT	28.00
		NAPA AUTO PARTS	DISCOUNT	1.51
			FLOOR DRY	59.90
			GLOVES	15.29
		TELRITE CORPORATION	PHONE SERVICE	3.90
			PHONE SERVICE	44.79
			TOTAL:	1,691.81
BUILDING INSPECTIONS	GENERAL FUND	VERIZON WIRELESS	PHONE SERVICE	5.30
			PHONE SERVICE	5.30
			PHONE SERVICE	5.30
		LINCOLN FINANCIAL	LIFE INSURANCE	4.55
		AVESIS	VISION INSURANCE	7.95
		STEVE LINDNER	LIVE HEALTHY IOWA	7.50
		INTERNATIONAL CODE COUNCIL	ANNUAL MEMBERSHIP DUES	75.00
		TRUE VALUE HARDWARE	PIN PUNCH	4.99
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	21.73
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	97.80
			MEDICARE WITHHOLDING	22.88
		IPERS	IPERS	102.93
			IPERS	95.47
		TELRITE CORPORATION	PHONE SERVICE	0.46
			TOTAL:	457.16
ANIMAL CONTROL	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA WITHHOLDING	25.31
			MEDICARE WITHHOLDING	7.92
		IPERS	IPERS	28.37
			IPERS	17.66
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	3.00
			TOTAL:	82.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT/IES UTILITIES	618 6TH AVE PED BY RD/6TH	30.00		
			11TH AVE TRAFFIC SIGNAL UT	<u>46.36</u>		
			TOTAL:	76.36		
COMPOST	GENERAL FUND	T&W GRINDING	GRIND BRUSH AND LEAF PILE	<u>4,800.00</u>		
			TOTAL:	4,800.00		
LIBRARY SERVICES	GENERAL FUND	LINCOLN FINANCIAL	LIFE INSURANCE	6.06		
		MICHAEL FREDERICK	BOOKS	16.00		
		RICH'S TOTAL COMPUTER	CHANGED DEFAULT PRINTER, TE	40.00		
			REMOVED MALWARE	40.00		
		DEMCO MEDIA	DURAFOLD JACKETS	97.05		
			DURAFOLD JACKETS	21.18		
		BAKER & TAYLOR INC.	BOOK	14.00-		
			BOOKS	23.46-		
			BOOK	15.67-		
			BOOK	9.28-		
			BOOK	14.56-		
			BOOKS	66.30		
			BOOKS	45.29		
			BOOKS	63.19		
			BOOKS	118.50		
			BOOKS	98.65		
			BOOKS	59.28		
			BOOKS	88.36		
			BOOKS	116.79		
			DVDS	45.01		
			DVDS	62.82		
			DVD	7.39		
		DEWITT OBSERVER	FRIENDS OF THE LIBRARY AD	37.86		
		DON'S ELECTRIC CO.	REPLACE WATER HEATER	407.50		
		HARLEQUIN READER SERVICE	BOOKS	24.30		
		ALLIANT/IES UTILITIES	LIBRARY UTILITIES	1,111.33		
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	594.19		
			MEDICARE WITHHOLDING	138.97		
		IPERS	IPERS	621.65		
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	126.45		
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	3.00		
		ELECTRONICS INC	FIRE/BURGLAR ALARM MAINT	28.00		
		MICROMARKETING ASSOCIATES	DVDS	174.99		
			DVDS	11.00		
			DVD	14.98		
			DVDS	270.76		
			DVDS	14.00		
			DVD	29.99		
			DVDS	141.87		
		THE OFFICE CENTER	TOILET TISSUE, MULTIFOLD TO	109.99		
			TOILET TISSUE, MULTIFOLD TO	96.36		
			STEP STOOL, PENS, BINDERS	39.99		
			STEP STOOL, PENS, BINDERS	8.82		
		TELRITE CORPORATION	PHONE SERVICE	<u>33.37</u>		
			TOTAL:	4,954.27		
		LIBRARY COUNTY RESERVE GENERAL FUND		BARNES FOODLAND	POPCORN-WINTER READING PRO	5.75
					JANE KEDLEY	BIRD FOOD, FOAM BOWLS, PEANU
TOTAL:	15.58					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
PARKS	GENERAL FUND	VERIZON WIRELESS	PHONE SERVICE	1.42				
			PHONE SERVICE	1.42				
			PHONE SERVICE	1.42				
				UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	65.20		
				LINCOLN FINANCIAL	LIFE INSURANCE	0.61		
				AVESIS	VISION INSURANCE	10.60		
					VISION INSURANCE	1.32		
				ALLIANT/IES UTILITIES	LITTLE TREES UTILITIES	25.16		
					WESTBROOK PARK UTILITIES	91.14		
					WESTBROOK PARK UTILITIES	16.89		
					WESTBROOK PARK UTILITIES	10.08		
				INTERNAL REVENUE SERVICE	FICA WITHHOLDING	10.68		
					MEDICARE WITHHOLDING	2.50		
				IPERS	IPERS	12.06		
					IPERS	11.96		
				WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	25.48		
					PHONE SERVICE	29.28		
				ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	91.31		
				TELRITE CORPORATION	PHONE SERVICE	2.38		
					TOTAL:	410.91		
		RECREATION	GENERAL FUND	VERIZON WIRELESS	PHONE SERVICE	1.42		
					PHONE SERVICE	1.42		
					PHONE SERVICE	1.42		
						UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	391.24
						LINCOLN FINANCIAL	LIFE INSURANCE	3.64
						AVESIS	VISION INSURANCE	7.89
						RIDDELL/ALL AMERICAN SPORTS CORP	BATTING HELMETS,CATCHERS M	265.98
						FAYE VOSS/PETTY CASH	POSTAGE	22.00
						ALLIANT/IES UTILITIES	LITTLE TREES UTILITIES	25.16
							WESTBROOK PARK UTILITIES	10.08
						INTERNAL REVENUE SERVICE	FICA WITHHOLDING	64.08
							MEDICARE WITHHOLDING	14.99
						IPERS	IPERS	72.33
					IPERS	71.72		
				WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	29.28		
				THE OFFICE CENTER	RECEIPT BOOKS,COPY PAPER,S	68.16		
				TELRITE CORPORATION	PHONE SERVICE	2.38		
					TOTAL:	1,053.19		
AQUATIC CENTER	GENERAL FUND			VERIZON WIRELESS	PHONE SERVICE	1.42		
					PHONE SERVICE	1.42		
					PHONE SERVICE	1.42		
						UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	211.92
						LINCOLN FINANCIAL	LIFE INSURANCE	1.52
						AVESIS	VISION INSURANCE	3.67
				ALLIANT/IES UTILITIES	AQUATIC CENTER UTILITIES	235.78		
				INTERNAL REVENUE SERVICE	FICA WITHHOLDING	32.42		
					MEDICARE WITHHOLDING	7.58		
				IPERS	IPERS	36.43		
					IPERS	36.03		
				ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	22.95		
				TELRITE CORPORATION	PHONE SERVICE	3.89		
					PHONE SERVICE	15.69		
					TOTAL:	612.14		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CEMETERY	GENERAL FUND	VERIZON WIRELESS	PHONE SERVICE	7.07
			PHONE SERVICE	7.07
			PHONE SERVICE	7.07
		ALLIANT/IES UTILITIES	ELMWOOD CEMETERY UTILITIES	16.88
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	8.98
			MEDICARE WITHHOLDING	2.10
		IPERS	IPERS	10.06
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24.86
			TOTAL:	84.09
		COMMUNITY CENTER	GENERAL FUND	VERIZON WIRELESS
PHONE SERVICE	1.42			
PHONE SERVICE	1.42			
UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE			81.50
LINCOLN FINANCIAL	LIFE INSURANCE			0.91
AVESIS	VISION INSURANCE			1.86
XPERT CLEANING COMPANY	CLEANING SERVICES-JAN			230.00
INTERNAL REVENUE SERVICE	FICA WITHHOLDING			16.95
	MEDICARE WITHHOLDING			3.96
IPERS	IPERS			19.17
	IPERS			19.86
WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE			57.13
	PHONE SERVICE			29.27
ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE			46.41
	TOTAL:			511.28
FITNESS CENTER	GENERAL FUND			VERIZON WIRELESS
		PHONE SERVICE	1.42	
		PHONE SERVICE	1.42	
		ACCO UNLIMITED CORP.	LIQUID CHLORINATING SOLUTI	0.01
			LIQUID CHLORINATION SOLUTI	0.01
			JANUARY PROGRAM FEE	269.70
		UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	554.25
		LINCOLN FINANCIAL	LIFE INSURANCE	5.45
		AVESIS	VISION INSURANCE	11.58
		SARAH GRAVERT	LIVE HEALTHY IOWA	10.00
		XPERT CLEANING COMPANY	CLEANING SERVICES-JAN	1,342.00
		HEIDI WOODFORD	LIVE HEALTHY IOWA	10.00
		CINTAS CORPORATION #342	FLOOR MATS	28.40
			FLOOR MATS	28.40
		LAURA CAVANAGH	LIVE HEALTH IOWA	10.00
		ANGELA EGGERS	LIVE HEATHY IOWA	10.00
		SCOTT FLEAGLE	LIVE HEALTHY IOWA	10.00
		KEVIN LAKE	LIVE HEALTHY IOWA	10.00
			MILEAGE-KMAQ INTERVIEW	17.80
		FAYE VOSS/PETTY CASH	POSTAGE	22.00
		TRUE VALUE HARDWARE	INSECT KILLER	12.99
		DON'S ELECTRIC CO.	CLOSET WATER SAVER KIT, STO	36.98
			LAMPS	80.86
GATEWAY SUPPLY LTD	FOAM SOAP,ROLL TOWELS,TOIL	48.75		
	FOAM SOAP,ROLL TOWELS,TOIL	149.50		
HOLST CONSTRUCTION	FLOOR COVERING	6,536.00		
ALLIANT/IES UTILITIES	FITNESS CENTER UTILITIES	1,994.16		
	FITNESS CENTER UTILITIES	1,584.73		
INTERNAL REVENUE SERVICE	FICA WITHHOLDING	303.99		
	MEDICARE WITHHOLDING	71.11		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	42.50
		IPERS	IPERS	331.05
			IPERS	280.73
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	29.28
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	3.00
		THE OFFICE CENTER	RECEIPT BOOKS,COPY PAPER,S	68.17
		QC ANALYTICAL SERVICES LLC	OUTSIDE LAB TESTS	37.98
			TOTAL:	13,955.62
PLANNING & ZONING	GENERAL FUND	VERIZON WIRELESS	PHONE SERVICE	1.77
			PHONE SERVICE	1.77
			PHONE SERVICE	1.77
		LINCOLN FINANCIAL	LIFE INSURANCE	1.51
		AVESIS	VISION INSURANCE	2.65
		STEVE LINDNER	LIVE HEALTHY IOWA	2.50
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	7.25
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	32.60
			MEDICARE WITHHOLDING	7.62
		IPERS	IPERS	34.30
			IPERS	31.83
			TOTAL:	125.57
MAYOR\ADMINISTRATOR	GENERAL FUND	UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	782.47
		LINCOLN FINANCIAL	LIFE INSURANCE	4.85
		AVESIS	VISION INSURANCE	12.57
		STEVE LINDNER	MILEAGE-DC TRIP PLANNING	17.80
			LIVE HEALTHY IOWA	20.00
			MEALS-INSURANCE SEMINAR	12.52
			MILEAGE-GATEWAY MGR MTG, DC	35.60
		U.S. HIGHWAY 30 COALITION OF IOWA	ANNUAL MEMBERSHIP DUES	50.00
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	23.18
		ICMA-RETIREMENT TRUST-457	ICMA MATCH	189.38
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	185.03
			MEDICARE WITHHOLDING	43.27
		DON THILTGEN	MILEAGE-ECIA EXEC/FULL BOA	52.51
			TOTAL:	1,429.18
COUNCIL	GENERAL FUND	IIW ENGINEERS & SURVEYORS P.C.	MISCELLANEOUS SERVICES	0.01-
			MISCELLANEOUS SERVICES	0.01
			TOTAL:	0.00
DIRECTOR FINANCE\CITY CLER	GENERAL FUND	UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	195.62
		LINCOLN FINANCIAL	LIFE INSURANCE	2.58
		AVESIS	VISION INSURANCE	3.62
		STEVE LINDNER	LIVE HEALTHY IOWA	10.00
		TYLER TECHNOLOGIES	ONLINE COMPONENT,HOST WEBS	235.00
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	119.04
			MEDICARE WITHHOLDING	27.84
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	8.50
		IPERS	IPERS	134.38
			IPERS	129.37
		DEANNA RODRIGUEZ	OUT-OF-POCKET REIMBURSEMEN	4.20
			INSURANCE DEDUCT	16.80
			LIVE HEALTHY IOWA	10.00
			TOTAL:	896.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LEGAL SERVICES	GENERAL FUND	ROBERT J. MCGEE P.C.	LEGAL SERVICES-JANUARY 201	1,129.90
			TOTAL:	1,129.90
CITY HALL	GENERAL FUND	ADVANCED BUSINESS SYSTEMS INC	COPIER MAINT CONTRACT	294.07
		STEVE LINDNER	LIVE HEALTHY IOWA	10.00
		TOTAL SOLUTIONS MANAGEMENT	ROUTER, SET UP, INSTALLATION	793.24
		OFFICE DEPOT	CALCULATOR, TAPE	4.00
			CALCULATOR, TAPE	34.12
		FAYE VOSS/PETTY CASH	POSTAGE	89.00
		DEWITT BANK & TRUST	DIRECT DEPOSIT FEE	33.30
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	15.35
			MEDICARE WITHHOLDING	3.59
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	8.50
		IPERS	IPERS	17.22
			IPERS	14.68
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	229.62
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	3.00
		TELRITE CORPORATION	PHONE SERVICE	3.89
			PHONE SERVICE	190.98
		WAL-MART	TOILET PAPER, PAPER TOWELS,	23.91
			TOTAL:	1,768.47
SAFETY	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA WITHHOLDING	16.27
			MEDICARE WITHHOLDING	3.81
		IOWA ASSOC OF MUNICIPAL UTILITIES	RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
			RISK MGMT COUPON	25.00-
		IPERS	IPERS	18.24
			IPERS	18.24
		WAL-MART	TOILET PAPER, PAPER TOWELS,	1.28
			TOTAL:	142.16-
ROADS-BRIDGES-SIDEWALK ROAD USE		UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	1,939.88
		LINCOLN FINANCIAL	LIFE INSURANCE	17.39
		AVESIS	VISION INSURANCE	36.40
			VISION INSURANCE	4.34-
		MATT PROCTOR	LIVE HEALTHY IOWA	8.50
			LIVE HEALTHY IOWA	2.84
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	367.77
			MEDICARE WITHHOLDING	86.01
		IPERS	IPERS	409.60
			IPERS	472.42
			TOTAL:	3,336.47
SNOW REMOVAL	ROAD USE	RIVER CITY PIPE BENDERS	CUTTING EDGES, BOLT KITS, TR	587.32
		SPAHN & ROSE LUMBER COMPANY	TREATED LUMBER, LUMBER	42.96
		JOHN KURT	MAIL BOX REPAIR	20.00
		NCA TRUCKING	SNOW REMOVAL	385.00
		ANDERSON SAND & GRAVEL	CEMENT SAND, DELIVERY	1,045.86
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	164.28
			MEDICARE WITHHOLDING	38.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IPERS	IPERS	182.17
			IPERS	42.27
		NAPA AUTO PARTS	HOSE	6.99
			AIR HOSE	6.99
		THEISEN'S	MAILBOXES	47.96
			TOTAL:	2,570.22
TRANSFERS OUT	ROAD USE	BANKERS TRUST	ROAD USE REVENUE BOND	12,018.57
			TOTAL:	12,018.57
POLICE OPERATIONS	T & A - POL 411	MUNICIPAL FIRE & POLICE	411 PENSION	4,441.96
			411 PENSION	4,465.64
			TOTAL:	8,907.60
ROADS-BRIDGES-SIDEWALK	LOCAL OPTION SALES	SPAHN & ROSE LUMBER COMPANY	LUMBER,GALV SCREWS	23.33
			LUMBER, INSULATION, POWER B	65.32
			INSULATION	32.99
		ST LUKES CENTER FOR OCCUPATIONAL HEALT	ANNUAL DATA DUES	16.66
		VERIZON WIRELESS	PHONE SERVICE	30.64
			PHONE SERVICE	30.64
			PHONE SERVICE	30.64
		IOWA PATCH	HIGH PERFORMANCE PATCH	1,299.20
		HOME DEPOT	LUMBER, OSB, 2X4 HANGERS, TAP	204.88
		DAGUE EQUIPMENT INC	PANEL	334.87
		TRUE VALUE HARDWARE	JOINT COMPOUND, DRY JOINT T	21.98
			ALUM ADJ DUCT ELBOW	2.99
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	32.84
		FARM PLAN	BLOCK HEATER	34.50
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	73.67
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	115.96
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24.87
		NAPA AUTO PARTS	DISCOUNT	13.06-
			ALTERNATOR, CORE DEPOSIT, TE	231.45
			CORE DEPOSIT	82.50-
			TENSIONER	93.39
			CONNECTOR	8.99
			BATTERY, CORE DEPOSIT	206.18
		TELRITE CORPORATION	PHONE SERVICE	0.33
			PHONE SERVICE	3.90
			PHONE SERVICE	21.95
		THEISEN'S	ANTIFREEZE	35.96
			BLOWER MOTOR, CONNECTORS	160.28
			BROOMS	42.99
			TAPE MEASURES, UTILITY KNIF	44.19
			SAWZALL BLADE	16.99
			SAWZALL BLADE	9.99
			ANTIFREEZE	7.99
			MINI BULB	1.99
			VALVES	15.78
			TOTAL:	3,182.77
STREET LIGHTING	LOCAL OPTION SALES	ALLIANT/IES UTILITIES	618 6TH AVE PED BY RD/6TH	113.71
			524 6TH AVE PED BY RD/121	67.02
			WISHING WELL LANE STREET L	106.01
			VINTAGE RUN STREET LIGHTS	113.34
		IPERS	IPERS	1.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	401.66
INVALID DEPARTMENT	11TH ST WIDENING	IIW ENGINEERS & SURVEYORS P.C.	CONSTRUCTION DOCUMENTATION	12,880.00
			TOTAL:	12,880.00
CAPITAL PROJECTS	6TH AVE RECONSTRUC	IIW ENGINEERS & SURVEYORS P.C.	SERVICES DURING CONSTRUCTI	1,815.29
			TOTAL:	1,815.29
INVALID DEPARTMENT	E SIDE STORM WATER	IIW ENGINEERS & SURVEYORS P.C.	DESIGN DEVELOPMENT	1,664.75
			TOPOGRAPHIC & BOUNDARY SUR	2,557.25
			TOTAL:	4,222.00
INVALID DEPARTMENT	INFLOW/INFILTRATIO	IIW ENGINEERS & SURVEYORS P.C.	CONSTRUCTION DOCUMENTATION	16,450.00
			TOTAL:	16,450.00
CAPITAL PROJECTS	WESTBROOK BB DIAMO	IIW ENGINEERS & SURVEYORS P.C.	DESIGN SERVICES	6,469.49
			TOTAL:	6,469.49
NON-DEPARTMENTAL	WATER UTILITY	TREASURER STATE OF IOWA	SALES TAX DEPOSIT	2,856.12
			TOTAL:	2,856.12
WATER UTILITY	WATER UTILITY	SPAHN & ROSE LUMBER COMPANY	CONCRETE, FURRING STRIP	64.85
		ST LUKES CENTER FOR OCCUPATIONAL HEALT	ANNUAL DATA DUES	16.67
		VERIZON WIRELESS	PHONE SERVICE	16.50
			PHONE SERVICE	16.50
			PHONE SERVICE	16.50
		UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	2,119.20
		LINCOLN FINANCIAL	LIFE INSURANCE	20.35
		AVESIS	VISION INSURANCE	44.33
		STEVE LINDNER	LIVE HEALTHY IOWA	4.50
		MATT PROCTOR	LIVE HEALTHY IOWA	3.33
		JANSEN ELECTRIC INC	INSTALL CONTROL RELAY FOR	199.21
		HAWKINS WATER TREATMENT	AZONE	1,099.40
		TRUE VALUE HARDWARE	COP UNIONS,NUTS.BOLTS, SCRE	43.41
		DEWITT BANK & TRUST	ACH PROCESSING FEE	18.05
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	12.56
		FARM PLAN	BLOCK HEATER	34.50
		ICMA-RETIREMENT TRUST-457	ICMA MATCH	23.67
		ALLIANT/IES UTILITIES	WELL #6 UTILITIES	213.48
			WELL #7 UTILITIES	1,200.03
			8TH AVE PUMP BLDG UTILITIE	1,211.25
			8TH AVE CITY PUMP UTILITIE	2,310.50
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	425.93
			MEDICARE WITHHOLDING	99.62
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	13.31
			1ST AID/CPR CERTIFICATION	4.25
			LADDER SAFETY	10.00
		IPERS	IPERS	451.33
			IPERS	470.71
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	40.70
			PHONE SERVICE	62.53
			PHONE SERVICE	115.96
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24.87
		TELRITE CORPORATION	PHONE SERVICE	0.92
			PHONE SERVICE	3.90
			PHONE SERVICE	19.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		QC ANALYTICAL SERVICES LLC	OUTSIDE LAB TESTS	120.00
		DEANNA RODRIGUEZ	OUT-OF-POCKET REIMBURSEMEN	1.40
			INSURANCE DEDUCT	5.60
		THEISEN'S	VINYL TUBING	5.94
			POLY TUBING, MOUSE POISON/T	11.60
			POLY TUBING, MOUSE POISON/T	7.08
			ANTIFREEZE	7.99
			BATTERIES	34.47
		US POSTAL SERVICE	POSTAGE-MONTHLY BILLS	237.91
		USA BLUEBOOK	TUBING ROLL, GASKET MATERIA	361.24
			TUBING ROLL, GASKET MATERIA	99.22
			TOTAL:	11,325.11
NON-DEPARTMENTAL	SEWER UTILITY	TREASURER STATE OF IOWA	SALES TAX DEPOSIT	1,656.69
			TOTAL:	1,656.69
SEWER UTILITY	SEWER UTILITY	ST LUKES CENTER FOR OCCUPATIONAL HEALTH	ANNUAL DATA DUES	16.67
		VERIZON WIRELESS	PHONE SERVICE	16.50
			PHONE SERVICE	16.50
			PHONE SERVICE	16.50
		UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	2,119.20
		LINCOLN FINANCIAL	LIFE INSURANCE	20.35
		AVESIS	VISION INSURANCE	44.33
		STEVE LINDNER	LIVE HEALTHY IOWA	4.50
		MATT PROCTOR	LIVE HEALTHY IOWA	3.33
		JANSEN ELECTRIC INC	TROUBLESHOOT ALARM PROBLEM	50.00
			INSTALL CONDUIT & WIRE TO	1,750.00
		JETCO INC	SWITCHING POWER SUPPLY	52.39
		MIKE WALTERS	MILEAGE-WWTP CLASS	237.18
		FORCE & SONS TRUCK EQUIPMENT INC	MARKERS	30.10
		ROCK ISLAND ELECTRIC MOTOR REPAIR INC.	DISMANTLE, CLEAN, TEST, CLEAN	45.00
		KIRKWOOD COMMUNITY COLLEGE	BASIC WASTEWATER TRAINING	425.00
		HAWKINS WATER TREATMENT	AQUA HAWK	1,185.00
		TRUE VALUE HARDWARE	THERMOCOUPLER	7.99
			SHIPPING	7.67
			GASKET MAKER, LIGHT BULBS	5.99
			GASKET MAKER, LIGHT BULBS	2.38
		DEWITT BANK & TRUST	ACH PROCESSING FEE	18.05
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	12.56
		FARM PLAN	SD POLY GREASE	72.60
			BLOCK HEATER	34.50
		ICMA-RETIREMENT TRUST-457	ICMA MATCH	23.67
		ALLIANT/IES UTILITIES	RR2 LIFT STATION UTILITIES	67.30
			11TH ST LIFT STATION UTILI	478.87
			12TH AVE SEWER UTILITIES	26.15
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	484.55
			MEDICARE WITHHOLDING	113.33
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	13.31
			1ST AID/CPR CERTIFICATION	4.25
			LADDER SAFETY	10.00
		IPERS	IPERS	520.54
			IPERS	416.50
		WINDSTREAM IOWA COMMUNICATIONS	PHONE SERVICE	161.92
			PHONE SERVICE	54.72
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24.87
		THE OFFICE CENTER	DICTATION RECORDER, CASSETT	52.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DICTATION RECORDER, CASSETT	4.29
		TELRITE CORPORATION	PHONE SERVICE	0.34
			PHONE SERVICE	3.90
			PHONE SERVICE	26.01
		QC ANALYTICAL SERVICES LLC	OUTSIDE LAB TESTS	1,244.00
		DEANNA RODRIGUEZ	OUT-OF-POCKET REIMBURSEMEN	1.40
			INSURANCE DEDUCT	5.60
		THEISEN'S	STEP STOOL	36.99
			BUNGEE TIE DOWNS	7.56
			ANTIFREEZE	7.99
		US POSTAL SERVICE	POSTAGE-MONTHLY BILLS	237.91
			TOTAL:	10,223.25
SEWER UTILITY	SEWER IMPROVE AND	JANSEN ELECTRIC INC	INSTALL SELECTOR SWITCHES	700.22
			TOTAL:	700.22
GARBAGE & RECYCLING	GARBAGE & RECYCLIN	UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	0.00
		LINCOLN FINANCIAL	LIFE INSURANCE	0.30
		AVESIS	VISION INSURANCE	0.53
		STEVE LINDNER	LIVE HEALTHY IOWA	0.50
		DEWITT BANK & TRUST	ACH PROCESSING FEE	2.00
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	7.11
			MEDICARE WITHHOLDING	1.67
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	0.85
		IPERS	IPERS	7.52
			IPERS	7.49
		ALLIED WASTE SYSTEMS #015	GARBAGE/RECYCLING SERVICE	24,477.90
		TELRITE CORPORATION	PHONE SERVICE	0.94
		US POSTAL SERVICE	POSTAGE-MONTHLY BILLS	26.43
			TOTAL:	24,533.24
NON-DEPARTMENTAL	STORM WATER UTILIT	TREASURER STATE OF IOWA	SALES TAX DEPOSIT	111.16
			TOTAL:	111.16
STORM WATER UTILITY	STORM WATER UTILIT	UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	342.33
		LINCOLN FINANCIAL	LIFE INSURANCE	3.37
		AVESIS	VISION INSURANCE	6.95
			VISION INSURANCE	0.77-
		STEVE LINDNER	LIVE HEALTHY IOWA	0.50
		MATT PROCTOR	LIVE HEALTHY IOWA	1.50
			LIVE HEALTHY IOWA	0.50
		DEWITT BANK & TRUST	ACH PROCESSING FEE	2.00
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	5.80
		INTERNAL REVENUE SERVICE	FICA WITHHOLDING	19.47
			MEDICARE WITHHOLDING	4.54
		IOWA ASSOC OF MUNICIPAL UTILITIES	1ST AID/CPR CERTIFICATION	0.86
		IPERS	IPERS	21.41
			IPERS	21.31
		US POSTAL SERVICE	POSTAGE-MONTHLY BILLS	26.43
			TOTAL:	456.20
NON-DEPARTMENTAL	PAYROLL CLEARING	DAVE PILLARS TRUST ACCOUNT	GARNISHMENT	250.00
		UNITED HEALTHCARE PLAN OF THE RIVER VA	HEALTH INSURANCE	2.40
		ALLIED GROUP INSURANCE (AMCO)	INSURANCE	12.51-
			ALLIED HEALTH	328.73
			ALLIED INSURANCE	36.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CLERK OF THE DISTRICT COURT	CLERK OF COURT GARNISHMENT	100.00
		DEWITT FITNESS CENTER	FITNESS CENTER DUES	10.83
			FITNESS DUES	43.32
			FITNESS DUES	32.49
			FITNESS DUES PART TIME	28.98
		ICMA-RETIREMENT TRUST-457	ICMA	41.26
			ICMA MATCH	153.27
		INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	6,955.63
			FICA WITHHOLDING	2,108.05
			MEDICARE WITHHOLDING	987.56
		IPERS	IPERS	2,040.63
			IPERS	1,475.56
			IPERS	13.04
			IPERS	8.70
		CITY OF DEWITT	WATER BILL	175.00
		ROBERT J. MCGEE P.C.	DEFERRED COMP PLAN	546.25-
		MUNICIPAL FIRE & POLICE	411 PENSION	2,098.22
			411 PENSION	2,109.41
		NEW YORK LIFE INS. CO.	NEW YORK LIFE	46.66
			NEW YORK LIFE INSURANCE	24.99
		PRUDENTIAL FINANCIAL	PRUDENTIAL INSURANCE	15.39
		DWAN CRUCIANI/POLICE BARGAINING UNIT	POLICE UNION DUES	105.00
			POLICE UNION DUES	105.00
		TEAMSTERS LOCAL 238	TEAMSTERS	178.00
			TEAMSTERS	178.00
		TREASURER STATE OF IOWA	STATE WITHHOLDING	2,828.00
			STATE WITHHOLDING	3,246.00

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER UTILITY	WATER UTILITY	MEZGER, DAVID	US REFUNDS	20.50
			TOTAL:	25,188.31

===== FUND TOTALS =====

001	GENERAL FUND	45,411.59
110	ROAD USE	17,925.26
117	T & A - POL 411	8,907.60
121	LOCAL OPTION SALES TAX	3,584.43
310	11TH ST WIDENING	12,880.00
315	6TH AVE RECONSTRUCTION	1,815.29
335	E SIDE STORM WATER PROJ	4,222.00
345	INFLOW/INFILTRATION PROJ	16,450.00
361	WESTBROOK BB DIAMOND IMPR	6,469.49
600	WATER UTILITY	14,201.73
610	SEWER UTILITY	11,879.94
615	SEWER IMPROVE AND EXT	700.22
670	GARBAGE & RECYCLING COL	24,533.24
740	STORM WATER UTILITY	567.36
830	PAYROLL CLEARING	25,167.81
GRAND TOTAL:		194,715.96

=====

TOTAL PAGES: 13

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

**COUNCIL BACKGROUND**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Monday, February 7, 2011**

**7. Public Hearing:**

**A. HOME Funding Application**

This is the required hearing for a HOME application to the Iowa Finance Authority for Home Ownership Assistance funds. The City intends to apply for 6 projects with a match of \$3,000.

**B. Consider instituting proceedings and taking action to enter into a loan agreement in a principal amount not to exceed \$2,600,000.00 (Refunding and refinancing 2006 GO Bond). The hearing notice is attached (1).**

This is public hearing required to allow the refinance the 2006 \$2.6 million GO bond. It is estimated that over the life of the bond the City will save over \$100,000 (present value) and nearly \$150,000 total dollars.

**8. Resolution 2011-04: Approving application for housing funds through the State of Iowa Finance Authority and authorizing the Mayor to sign the same (2)**

Resolution 2011-04 approves a HOME application to the Iowa Finance Authority for Home ownership assistance funds. The City intends to apply for 6 projects with a match of \$3,000.

**9. Resolution 2011-05: Approve taking action on loan agreement in a principal amount not to exceed \$2,600,000 (Refunding and refinancing 2006 GO Bond) (3)**

The City's bond attorney, John Danos of Dorsey & Whitney, will be preparing Resolution 2011-05. The Finance Director will be interviewed by the rating agency Moody's on Friday, February 4, to determine the bond rating for this issue.

**10. Resolution 2011-06: Approve agreement with Flekner Land Architecture Consultants for wetland mitigation permitting activities pertaining to the East Side Drainage Improvement Project (\$2,550.00) (4)**

Resolution approves an agreement for \$2,550.00 with Meg Flekner to take care of the wetland mitigation permitting for the East Side Storm Water Project. The permit she will put together will propose purchasing wetlands from the Brophy Mitigation Bank as we did for the recent trail project. The permit process requires a certain expertise and Flekner has provided good service for the City in the past. The agreement is attached (5-14).

11. **Resolution 2011-07: Approve agreement with Bear Creek Archeology for archeological assessment as required by State Historical Society of Iowa pertaining to the East Side Drainage Improvement Project (\$3,932.12) (15)**

Resolution 2011-07 approves an agreement for \$3,932.12 with Bear Creek Archeology to perform an archaeological study for the East Side Storm Water Project. We are required to complete this study prior to beginning work. Bear Creek did the Archeological study for the trail project. They were prompt and much less than others at the time. They cannot begin this work until spring. It will be important to get it done asap so that the work on the drainage project can begin. The agreement is attached (16-18).

12. **Resolution 2011-08: Approve Change Order No. 3 on 11<sup>th</sup> Street resurfacing project IDOT Project No. ESL-1855(613)—7S-23 (19)**

Resolution 2011-08 approves Change Order No. 3 on the 11<sup>th</sup> Street overlay project from 2009. It has taken some time, but we have finally worked out the liquidated damages so that the IDOT and Detterman were agreeable to signing the document. In the end we have agreed to 3-days of liquidated damages for a total deduct of \$1,200. This should allow this project to get closed out. The change order is attached (20-21).

13. **Resolution 2011-09: Approve Change Order No. 2 on Silver Creek Trail Extension 2009 (22)**

Resolution 2011-09 approves Change Order No. 2 on the Trail Project. It is the final change order and is simply based on actual measured quantities. The change order is for a deduct of (\$16,334.31). You might remember that the City eliminated Change Order No. 1 for the wetland mitigation when the City was able to purchase wetlands through the Brophy Creek Wetland bank. That cost was not reflected in a change order, but rather in a separate agreement approved by resolution. Change Order No. 2 is attached (23-26).

14. **Resolution 2011-10: Approve Final Acceptance of Silver Creek Trail Extension 2009 (27)**

Resolution 2011-10 approved the Final Acceptance of the Silver Creek Trail Project completed by Rittmers. The project was well done and has been very popular. With the acceptance the one-year warranty period begins. Attached is a letter from City's consulting engineer Geoff Blandin recommending acceptance (23 - same letter that is attached to Change Order No. 2).

15. **Resolution 2011-11: Setting a time and date for Public Hearing for proposed FY 2011-2012 City of DeWitt Budget (28)**

Resolution 2011-11 sets the time and place for the required public hearing that must be held prior to the approval of the City's FY 2011-2012 budget. Some brief highlights of the budget include maintaining the same levy rate for the 4<sup>th</sup> year in a row, no increases in storm water, sanitary sewer, or garbage fees. A 3% increase is recommended for water rates and there will be some user fee increases in building permitting and for aquatic center and recreation programs. Building permit fees have not been increased since 2002 and recreation

fees have not been increased for over 10 years. The hearing will be set for Monday, February 21<sup>st</sup>.

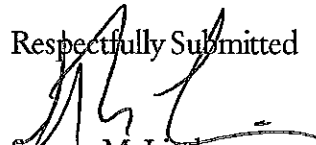
**16. Consider releasing mortgage on Stillmunkes home as a result of pending real estate offer**

Chris Stillmunkes participated in the City's home ownership and rehab program. He let us know last year that he planned to move from the home and requested the City release the mortgage on the home. At that time the City Council stated that Stillmunkes needed to bring the City the actual real estate offer and at that time the Council would consider releasing the mortgage dependent on final numbers. The City has not yet received the details of the offer. Those details will be provided on Monday or sooner if available.

**17. Discussion and Review of Hafner Brothers repayment agreement.**

Attached is a revised Hafner Brothers repayment agreement (29-31). I would like to have the Council review and comment before it is brought to the Council for approval.

Respectfully Submitted



Steven M. Lindner

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO  
EXCEED \$2,600,000

(GENERAL OBLIGATION)

The City Council of the City of DeWitt, Iowa, will meet on the 7<sup>th</sup> day of February, 2011, at the DeWitt City Hall, DeWitt, Iowa, at seven o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$2,600,000 for the purpose of paying the cost, to that extent, of refunding the outstanding balance of the City's General Obligation Corporate Purpose Bonds, Series 2006, dated May 1, 2006.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of DeWitt, Iowa.

Cathie Benthin  
City Clerk

**RESOLUTION NO. 2011-04**

**APPROVING APPLICATION FOR HOUSING FUNDS THROUGH THE IOWA  
FINANCE AUTHORITY AND AUTHORIZING THE MAYOR TO SIGN THE  
SAME**

**WHEREAS**, the City Council of DeWitt Iowa intends to apply through the Iowa Finance Authority's (IFA) HOME Fund for the Homeownership Assistance Program; and,

**WHEREAS**, the City Council has conducted a public hearing to solicit citizen input pertaining to the proposed application; and,

**WHEREAS**, the City Council intends to pledge the sum of \$3,000 as the "Local Effort" toward the project activities identified in the application.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of DeWitt, Iowa, accepts the authority and responsibility of its offices, approves the proposed IFA HOME Housing Fund application, authorizes the Mayor to sign the applications, and pledges the amount of \$3,000 for the "local effort", if in fact, the HOME Fund grant is awarded by the Iowa Finance Authority,

**PASSED AND APPROVED** this 7<sup>th</sup> day of February 2011.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK

RESOLUTION NO. 2011-05

Resolution taking additional action to enter into a Loan Agreement, setting the date for the sale of Bonds, authorizing the use of a preliminary official statement in connection therewith, and authorizing call of Bonds

WHEREAS, the City of DeWitt (the "City"), in Clinton County, State of Iowa, pursuant to a resolution of the City Council adopted on March 6, 2006 (the "2006 Bond Resolution"), previously issued its \$2,845,000 General Obligation Corporate Purpose Bonds, Series 2006, dated May 1, 2006 (the "2006 Bonds"), a portion of which remain outstanding; and

WHEREAS, pursuant to the 2006 Bond Resolution, the City reserved the right to call the 2006 Bonds maturing in the years 2012 to 2026 (the "Callable 2006 Bonds"), inclusive on any date on or after May 1, 2011; and

WHEREAS, the City has heretofore proposed to enter into a General Obligation Refunding Loan Agreement (the "Loan Agreement") in a principal amount not to exceed \$2,600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of refunding the Callable 2006 Bonds, and has published notice of the proposed action and has held a hearing thereon on February 7, 2011; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of \$2,555,000 General Obligation Refunding Bonds, Series 2011 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Piper Jaffray & Co. (the "Financial Advisor"); and

WHEREAS, it is now necessary to authorize the calling of the Callable 2006 Bonds for early redemption;

NOW, THEREFORE, It Is Resolved by the City Council of the City of DeWitt, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of the Financial Advisor to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Financial Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to

conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. Bankers Trust Company, Des Moines, Iowa, as Registrar and Paying Agent for the 2006 Bonds is hereby authorized to take all action necessary to call the Callable 2006 Bonds for early redemption on May 1, 2011 (the "Redemption Date"), and is further authorized and directed to give notice of such redemption by sending notice by electronic means or certified mail to each of the registered owners of the Callable 2006 Bonds to be redeemed at the addresses shown on the Board's registration books, not less than 30 days prior to the Redemption Date.

Section 5. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with assistance from Dorsey & Whitney, LLP and the Financial Advisor, to set the date of March 3, 2011 as the date for the sale of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement.

Section 6. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY<sup>®</sup>, and hereby finds and determines that the PARITY<sup>®</sup> competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 7, 2011.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

3A

STATE OF IOWA  
COUNTY OF CLINTON  
CITY OF DEWITT

SS:

I, the undersigned, City Clerk of the City of DeWitt, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to the hearing on the City's intention to enter into a Loan Agreement and the fixing of a date for the sale of General Obligation Refunding Bonds, Series 2011, and the approval of a preliminary official statement for the issuance of the Bonds, as referred to herein.

WITNESS MY HAND this \_\_\_\_\_ day of February, 2011.

\_\_\_\_\_  
City Clerk

3B

February 4, 2011

Cathie Benthin  
City Clerk/City Hall  
DeWitt, Iowa  
**Via Email**

Re: General Obligation Refunding Bonds, Series 2011  
Our File No. 424550-42

Dear Cathie:

We have prepared and attach the necessary proceedings related to the hearing and to set the date for the sale of General Obligation Refunding Bonds, Series 2011 at the February 7<sup>th</sup> City Council meeting, and to authorize the use of a preliminary official statement in connection therewith.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the statute. Further, the resolution fixes the time and place for the sale of Bonds, authorizes the preliminary official statement, and authorizes the early redemption of the 2006 Bonds.

The minutes as drafted assume that no objections will be filed or made.

2. Certificate attesting the transcript.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Deanna Rodriguez  
Steve Lindner  
Tim Oswald  
Diana Van Vleet

30

**RESOLUTION NO. 2011-06**

**APPROVING AGREEMENT WITH FLENKER LAND  
ARCHITECTURE CONSULTANTS TO PERFORM  
COMPENSATORY WETLAND MITIGATION PHASE I  
PERMITTING SERVICES FOR THE EAST SIDE STORM  
WATER IMPROVEMENT PROJECT**

**WHEREAS**, improvements are planned to the east side drainage system, including ditch cleaning and the construction of a detention basin; and,

**WHEREAS**, it is necessary to have a wetland mitigation plan prepared for the U.S. Army Corp of Engineers; and,

**WHEREAS**, Flenker Land Architecture Consultants have proposed to perform the wetland mitigation planning and permitting services for a fee of \$2,550.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor of the City of DeWitt, Iowa, is hereby authorized to execute the agreement, attached hereto for the aforesaid professional services with Flenker Land Architecture Consultants.

**PASSED AND APPROVED** this 7<sup>th</sup> day of February, 2011, by the DeWitt City Council.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK

January 24, 2011



Mr. Steve Lindner, City Administrator  
City of DeWitt  
510 9<sup>th</sup> Street  
DeWitt, Iowa 52742

**Subject:** DeWitt East Side Ditch Improvement Project - DeWitt, Iowa  
Proposal for Compensatory Wetland Mitigation Phase 1: Permitting Services  
FLAC Proposal #: 243-11

Dear Mr. Lindner,

Flenker Land Architecture Consultants is pleased to submit this letter-proposal to provide Compensatory Wetland Mitigation Phase 1: Permitting services to the City of DeWitt for the subject Project. This proposal is based on the final ruling for compensatory mitigation and the requirements set forth for a complete Section 404 Permit Application submittal as it relates to wetlands.

**ARTICLE 1.0 SCOPE OF WORK**

The City of DeWitt (Client) would like Flenker Land Architecture Consultants, LLC (FLAC) to provide Compensatory Wetland Mitigation Phase 1: Permitting activities as described under Article 2.0 "Basic Services" for compensatory wetland mitigation as is required for the east side ditch improvements. Said improvements include existing ditch maintenance activities and the construction of a new detention basin on an agricultural field, all located within the DeWitt City Limits. Refer to Attachment A for the general location (project limits) of the DeWitt East Side Ditch Improvement Project that this proposal pertains to.

**ARTICLE 2.0 BASIC SERVICES**

Upon acceptance of this proposal, FLAC agrees to provide the following "Basic Services":

**A. Compensatory Wetland Mitigation Phase 1: Permitting**

1. Coordinate with the City Engineer (Geoff Blandin of IIW Engineers & Surveyors, PC.) to determine what wetlands will be impacted by the proposed east side ditch improvement project. The City Engineer will review with FLAC the proposed construction and maintenance activities, including providing FLAC with any related drawings, details and descriptions as deemed necessary by FLAC and/or the City Engineer for use by FLAC in preparing the "Alternative Analysis & Mitigation Plan".
2. Participate in a pre-application meeting with the USACOE (Rock Island District) to discuss the mitigation ratio requirements for the proposed project disturbance as well as to determine other items that they (USACEO) want addressed in the "Alternative Analysis & Mitigation Plan".
3. Prepare a preliminary draft of the "Alternative Analysis & Mitigation Plan" which is a document that addresses the need for the project; the avoidance and minimization efforts of the project, and the

proposed compensatory wetland mitigation which will be to purchase mitigation credits from the Brophy Creek Mitigation Bank.

As part of this task, FLAC will contact the Brophy Creek Mitigation Bank to verify the availability of the required credits. The “Alternative Analysis & Mitigation Plan” will address the items required under the current rules and regulations for avoidance, minimization, and compensatory mitigation, as applicable, as well as other items and information that the USACOE may require for this project during the pre-application meeting held under Task A2:

4. Provide Client with one (1) copy of the preliminary draft of the “Alternative Analysis & Mitigation Plan” developed in Task A3 for their review and comments.
5. Revise/finalize the preliminary draft “Alternative Analysis & Mitigation Plan” to reflect Clients comments from Task A4, as applicable. When pertinent, provide Client with one (1) copy of the final revised document for their final review and approval, as applicable.
6. Upon Client’s final review and approval of the “Alternative Analysis & Mitigation Plan”, provide Client with one (1) electronic file and two (2) hard copies – one hard copy for their files and one (1) hard copy for distribution to the USACOE as part of their complete “Joint Permit Application” submittal. Additional copies of the documents may be provided upon request, but will be considered an Additional Service.

### **ARTICLE 3.0 ADDITIONAL SERVICES**

Additional Services are beyond FLAC’s “Basic Services” - they are considered to be any service or task not specifically mentioned or defined under Article 2.0 “Basic Services. Additional Services may include, but are not limited to: attendance at meetings between the Client and the USACOE or any other individuals other than those meetings specifically stated under “Basic Services”; stream mitigation and permitting; design phase, bidding phase, and construction phase services; changes/modifications to documents after they are completed; changes and modifications to documents that are the result of inconsistencies or changes in the Client’s (or other parties involved with the project) requirements or previous direction(s); changes or modifications to services, plans, reports, etc. due to new rulings, requirements, or laws that were not in effect at the time (date) of this proposal; or any other activity not specifically mentioned and defined under Article 2.0 “Basic Services”.

### **ARTICLE 4.0 CHANGE IN BASIC SERVICES**

If, during the course of FLAC’s work, it becomes necessary for the Client to alter the scope of the project in any way, FLAC shall notify the Client whether this alteration constitutes a departure from the agreed to Basic Services. The compensation and time for completion shall be adjusted, if necessary, to reflect the change in a manner to be negotiated between the Client and FLAC prior to the performance of any additional work by FLAC.

**ARTICLE 5.0 PROPOSAL ASSUMPTIONS NOT IDENTIFIED ELSEWHERE**

1. The following assumptions, in addition to those outlined elsewhere in this proposal, were considered when preparing this proposal and the associated fee, should any of these not be correct OR change, then Article 4.0 "Change in Basic Services" shall apply:
  - A. The City will purchase the required mitigation credits from the existing Brophy Creek Mitigation Bank for their proposed compensatory wetland mitigation and will not plan, design and/or construct their own mitigation site.
  - B. The City's Engineer will provide FLAC with all pertinent information (details, drawings, specifications, and other textual write-ups) regarding and related to the proposed ditch cleaning process and proposed detention basin, including special construction criteria that will be required.

All details and drawings shall be provided to FLAC in AutoCadd 2010 format, unless another format is agreed to by FLAC. All specifications and written text shall be provided to FLAC in MS Word or a compatible format.
  - C. Stream mitigation will not be required.

**ARTICLE 6.0 COMPENSATION AND PAYMENT**

1. For the "Basic Services" as outlined in Article 2.0, FLAC shall be compensated a Lump Sum fee of Two Thousand Five Hundred Fifty Dollars (\$ 2,550.00). Said Lump Sum Fee shall include costs for labor and reimbursable expenses.
2. For Additional Services, or Changes in the Basic Services, FLAC shall be compensated based on time and materials according to their standard rate and reimbursable schedule. in effect at time the work is being completed.
3. Payment for FLAC's services shall be in accordance with FLAC's "Standard Terms of Agreement" attached to this proposal.

**ARTICLE 7.0 RESPONSIBILITIES OF THE CLIENT**

1. The Client shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through such representative. Said representative shall render decisions and provide information requested by FLAC promptly, to avoid unreasonable delay in the progress of FLAC's services.
2. The Client shall provide full information regarding its requirements for the Project. The Client shall also provide FLAC with all information, surveys, reports, details, drawings, text and professional recommendations required by FLAC to provide its professional services, including:
  - a) One (1) hard copy and one (1) electronic file of items noted under Article 5.0 (1) B.
3. Client shall or arrange for others to provide FLAC with various information when requested in order for FLAC to fully address the elements required for the "Alternative Analysis & Mitigation Plan". Said items shall include the drawings referred to in item 2 above.

4. The Client shall be responsible for preparing, submitting, paying, and obtaining (all as applicable), all permits, applications, publications, mitigation credit fees, and filing fees, including the associated supporting documents.
5. The services, plans credits and information stated above shall be furnished at the Client's expense and FLAC shall be entitled to rely upon the accuracy and completeness thereof.
6. If the Client becomes aware of any fault or defect in FLAC's services or non-conformance with the agreed-to scope of services, the Client shall give prompt written notice thereof to FLAC.

**ARTICLE 8.0 EXPIRATION OF PROPOSAL**

If this agreement is not accepted within 30 days of the date shown on the front page of this agreement, the offer to perform the described services is withdrawn and shall be null and void, unless otherwise agreed to by both parties.

**ARTICLE 9.0 CONDITIONS**

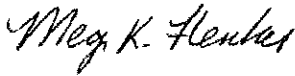
The attached "Standard Terms and Conditions" are hereby incorporated into and made a part of this Agreement.

- End -

FLAC would welcome the opportunity to work with you on this Project. If you are in agreement with the above and the "Standard Terms & Conditions" on the back of this page, then please sign your acceptance in the space provided below and return one (1) copy to us. This will serve as our agreement for services and authorization to proceed. If you have any questions or are unclear as to any item, please contact our office.

Sincerely,

FLENKER LAND ARCHITECTURE CONSULTANTS



Meg K. Flenker, CPESC, CPSWQ, RLA,  
Principal

ACCEPTED: By: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact Information:

Client's Designated Representative: \_\_\_\_\_

Designated Representative's Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Pager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_



## STANDARD TERMS AND CONDITIONS



**Parties:** "FLAC" shall mean Flenker Land Architecture Consultants, LLC. "CLIENT" shall mean the person or entity executing this Agreement with "FLAC".

**Payment of Services:** Invoices are due and payable upon receipt by the CLIENT. Payment of services shall not be contingent upon receipt by the CLIENT of any funds from federal, state, local or private authorities, firms or individuals. If the CLIENT does not make payment within thirty (30) days of the date of the invoice, then the amount(s) due FLAC shall be increased for interest due from the date of invoice at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law, plus costs for attorney fees, and other collection expenses (all delinquent payments are subject to: Mechanic's Lien and other legal collection procedures). CLIENT agrees to pay all attorney fees, court costs, accrued interest and other collection costs incurred by FLAC during collection procedures for delinquent accounts. Any failure to comply with this term shall be grounds for a default termination.

**Reimbursable Expenses:** These are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence, mileage and other travel expenses, toll calls, printing of specifications and plans, reproductions, blueprints, mailing and postage, film, film processing, computer usage, technology costs, communications, handling and delivery of Instruments of Service, communications, and other similar items; expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by CLIENT in excess of that normally carried by FLAC; as well as costs for FLAC's consultants; and the expense of overtime work requiring higher than regular rates. If an estimate of reimbursable costs is stated in the Agreement, the estimate shall not be considered a firm figure, unless specifically stipulated. No backup data or copies of bills will be provided for reimbursable expenses invoiced under this agreement unless specifically requested by CLIENT. Should backup data be requested, it will be provided for an administrative fee of \$ 100 per monthly invoice requiring verification, plus \$1.00 per copy of backup data supplied.

**Fees Billed As Time and Material:** Fees for professional and/or technical services which are to be performed in connection with any project on FLAC's "Time and Material" basis will be calculated as follows: Charges shall be equal to the total sum of (a) actual hours worked on the project by various personnel times respective billing rate from "Hourly Rate Schedule", the receipt of which the Client hereby acknowledges - an overtime premium will be charged on projects which the Client requests such overtime; (b) reimbursable expenses will be charged based on the "Reimbursable Expense Schedule", the receipt of which the Client hereby acknowledges. If an estimate of FLAC's fee is stated in the Agreement, the estimate shall not be considered a firm figure, unless specifically stipulated.

**Fees Billed As Lump Sum:** Fees for professional and/or technical services which are to be performed in connection with any project on FLAC's "Lump Sum" basis will be invoiced as follows, unless otherwise specifically stipulated: amount of the lump sum fee earned as of the date of the Invoice being based on the percentage of work estimated by FLAC to be completed at the time of Invoicing.

**Standard of Care:** Services provided by FLAC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Construction Estimates / Opinions of Probable Cost:** The CLIENT understands that FLAC has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' and Supplier(s)' methods of determining prices, or over competitive bidding or market conditions. The estimates of costs and/or opinion(s) of probable construction cost(s) provided by FLAC represent FLAC's judgment as a design professional and is supplied for the general guidance of the CLIENT. Since FLAC has no control over the cost of labor and material or over competitive bidding or market conditions, FLAC cannot and does not guarantee the accuracy of such estimates and/or opinions as compared to contractor bids, proposals or actual project cost to the CLIENT. If the CLIENT wishes greater assurance as to the probable construction cost(s) or if the CLIENT wishes formal estimates, then CLIENT should employ an independent Cost Estimator.

**Limitation of Liability:** The CLIENT agrees, to the fullest extent permitted by law, that CLIENT will limit FLAC's liability to the CLIENT and to all contractors (including subcontractors), suppliers, force-account labor, CLIENT's employees, volunteers and all other named and unnamed parties for any and all injuries, claims, liabilities, losses, deaths, suites, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, FLAC's negligence, errors, omissions or breach of contract. FLAC's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others or in conjunction with others, including contractors, other design professionals, suppliers, force-account labor, CLIENT's employees, volunteers, and any other named or unnamed party; and FLAC shall have no joint or several liability with any such parties, regardless of such parties' insured or uninsured status and ability to satisfy claims, and CLIENT agrees to hold FLAC harmless against such joint or several claims. The limitation of liability shall be as follows: total aggregate liability to all those named shall not exceed the total compensation received by FLAC under this Agreement. In no event shall FLAC be responsible for consequential damages.

**Termination:** Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by FLAC for the default of the CLIENT, then FLAC shall be paid for services performed to the termination's effective date, including reimbursable expenses due, and termination expenses attributable to the termination, including reasonable attorney fees. In the event the CLIENT terminates the Agreement for default of FLAC and FLAC does not cure the default, then FLAC shall be paid for services performed to the termination's notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

**Ownership & Reuse of Documents:** All drawings, specifications and other documents, including those in electronic form, prepared and furnished by FLAC pursuant to this Agreement, are Instruments of Service in respect to this project and FLAC shall retain an ownership and property interest therein whether or not the Project is completed. FLAC shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by FLAC, the CLIENT/Owner or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by FLAC will be at CLIENT's / Owner's sole risk and without liability or legal exposure to FLAC, and CLIENT/Owner shall indemnify and hold harmless FLAC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle FLAC further compensation at rates to be agreed upon by CLIENT/Owner and FLAC. CLIENT/Owner or others shall not use FLAC's documents to complete this Project with others unless FLAC is found to have materially breached this Agreement.

**Complete Agreement - Amendments:** This Agreement is the entire and integrated agreement between the CLIENT and FLAC and supercedes all prior negotiations, representations, purchase orders, warranties, promises, understandings, statements and agreements, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this agreement or the exhibits hereto. This agreement may not be amended, altered or modified except by written instrument signed by both CLIENT and FLAC. Neither party can assign this Agreement without the other party's written permission.

**Credits / Acknowledgements & Promotional Use:** FLAC shall be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by CLIENT (or their Agent/CLIENT) in project identification boards, published articles, promotional brochures, and similar communications. FLAC's logo and name shall also appear on the cover sheet and title blocks of plans. FLAC reserves the right to include representations of the project in its promotional and professional materials.

## STANDARD TERMS AND CONDITIONS



**Underground Utilities:** Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by FLAC or its subcontractors. FLAC will use the standard of care defined in this Agreement in providing this service. Unfortunately, the information that FLAC must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless FLAC for all claims, losses, costs and damages arising out of the location of underground utilities.

**Information Provided By Others:** FLAC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to FLAC such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and FLAC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for FLAC to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold FLAC (including its officers, directors, employees, agents and FLAC's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information created by others and/or provided by CLIENT to FLAC.

**Delays:** FLAC is not responsible for delays caused by factors beyond FLAC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, war, public disorder, riot or civil commotion, labor disputes, unusual delay in transportation, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of FLAC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond FLAC's reasonable control occur, the CLIENT agrees FLAC is not responsible for damages, nor shall FLAC be deemed to be in default of this Agreement.

**Dispute Resolution:** Any claims or disputes between the CLIENT and FLAC arising out of or relating to this Agreement shall be submitted to non-binding mediation. The mediation shall be conducted by a mediation service experienced in handling construction disputes, or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

**Waiver:** No consent or waiver, expressed or implied, by FLAC to or of any breach or default by CLIENT in the performance by such CLIENT of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such CLIENT of the same or any other obligations of such CLIENT hereunder. Failure on the part of FLAC to complain of any act or failure to act of CLIENT or to declare CLIENT in default, irrespective of how long such failure continues, shall not constitute a waiver by FLAC of its rights hereunder. The giving of consent by FLAC in any one instance shall not limit or waive the necessity to obtain FLAC's consent in any further instance.

**Construction Observation:** If, as part of this Agreement FLAC is providing construction observation services, FLAC shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained FLAC to make detailed inspections or to provide exhaustive or continuous project review and observation services. FLAC does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. FLAC shall advise the CLIENT if FLAC observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

**Right of Entry:** The CLIENT shall provide for entry for the employees, agents and subcontractors of FLAC and for all necessary equipment. While FLAC shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

**Hazardous Materials Indemnification:** CLIENT hereby understands and agrees that FLAC has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, bacteria, fungi, mold, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premise, or in connection with or related to this project and Agreement with respect to which FLAC has been retained to provide services. The compensation to be paid FLAC for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure to person or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold FLAC (including its officers, directors, employees, agents and FLAC's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

**Wetland Determination Authority:** In determining if wetlands exist within the "Wetland Study Area" and/or on the project site, a wetland delineation will be done in general accordance with applicable portions of the established procedures determined by the US Army Corps of Engineers for identifying and delineating wetlands. While all wetland delineations will be done by trained and experienced staff, and in general accordance with the Corp's of Engineers 1987 requirements and the associated regional supplements in effect at the time of the signing of this Agreement, the Client understands that the US Army Corps of Engineers, as the regulatory agency, has the sole authority for the final acceptance and approval of all wetland classification and boundaries, as such, FLAC cannot and does not guarantee or certify any wetland classification or boundaries delineated by them (FLAC).

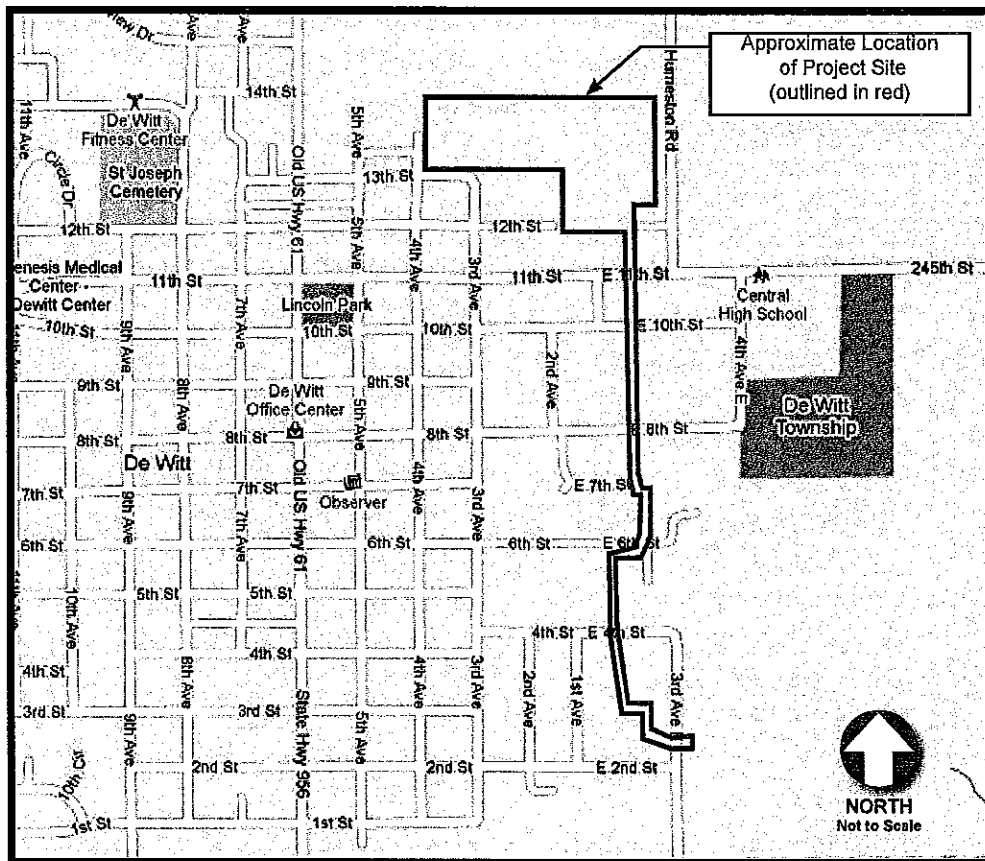
**Compensatory Wetland Mitigation Phase 1: Permitting, Master Planning, Concept (Schematic) Design, and/or Design Development Phase Services:** CLIENT understands that all drawings, notes, and all other documents generated during the Compensatory Wetland Mitigation Phase 1: Permitting, Master Planning phase, Schematic/Concept Design phase, and/or Design Development phase are not, nor are they intended to be, construction documents or documents otherwise suitable for use in constructing the proposed project(s) and/or any of its elements. Documents developed during the aforementioned phases will need to be further developed, refined, and finalized during the subsequent design phase. Any use of such documents shall be at CLIENT's sole risk, liability and responsibility; furthermore, CLIENT agrees to defend, indemnify, and hold FLAC (including its officers, directors, employees, agents, consultants, and affiliated companies) harmless from and against any and all claims, losses, costs or damages whatsoever arising out of his actions and/or resulting from the project or its elements.

**Maintenance:** CLIENT acknowledges and agrees that proper Project maintenance is required after the Project is complete and understands that a lack of or improper maintenance of the improvements may result in damage and/or injury to property or persons. CLIENT further acknowledges that, as between the parties to this Agreement, CLIENT is solely responsible for the results of any lack of or improper maintenance. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold FLAC (including its officers, directors, employees, agents and FLAC's consultants and affiliated companies, and any of them) harmless from and against any and all claims, losses, costs or damages of any nature whatsoever, arising out of, or resulting from a lack of or improper maintenance of the Project related to this Agreement.

END OF STANDARD TERMS AND CONDITIONS

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ATTACHMENT A (Page 1 of 2)



ATTACHMENT A (Page 2 of 2)



RESOLUTION NO. 2011-07

APPROVING AGREEMENT WITH BEAR CREEK  
ARCHEOLOGY TO PERFORM AN ARCHEOLOGICAL  
SURVEY FOR THE EAST SIDE STORM WATER  
IMPROVEMENT PROJECT

WHEREAS, improvements are planned to the east side drainage system, including ditch cleaning and the construction of a detention basin; and,

WHEREAS, it is necessary to have an archeological survey performed as required by the State Historical Society of Iowa; and,

WHEREAS, Bear Creek Archeology has proposed to perform the archeological survey services for a fee of \$3,932.12.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of DeWitt, Iowa, is hereby authorized to execute the agreement, attached hereto for the aforesaid professional services with Bear Creek Archeology.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2011, by the DeWitt City Council.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK

January 27, 2011

Mr. Steve Lindner, City Administrator  
City of DeWitt  
510 9<sup>th</sup> Street  
DeWitt, Iowa  
52741

Re: Phase I Cultural Resource Survey for the East Side Ditch Improvement Project.

Dear Mr. Lindner;

Based on the information you provided our office by IIW Engineers and Surveyors, P.C. are submitting a not-to-exceed cost proposal of \$3,932.12 for the above referenced project. If the project can be completed for less than the proposed cost we will invoice only for the actual time accrued. The breakdown of these costs is enclosed.

The cost proposal includes:

- 1) All expenses.
- 2) A complete review of archeological and historical records.
- 3) Comprehensive field investigations including extensive shovel testing or bucket augering in locations with deep site potential.
- 4) Geoarcheological assessments.
- 5) A preliminary evaluation of all archeological sites that might be encountered.
- 6) Preparation of a contract completion report that will meet or exceed the guidelines established by the Secretary of Interior and the State Historical Society of Iowa.

While this cost proposal does not include the advanced testing (Phase II) of any archeological sites that might be encountered during the investigation, it does include preliminary evaluations of all identified sites. It has been our experience that archeological sites can commonly, but not always, be properly evaluated at the Phase I level of investigation.

If our firm is selected to conduct this investigation and potentially eligible sites are encountered we will notify you immediately. We are committed to keeping the client

completely informed at all stages of the investigation so that the potential for "surprises" is avoided.

If awarded this project we are prepared to initiate the field investigation as soon as weather conditions allow. The project completion report would be submitted to your office within 20 business days of completion of the fieldwork or well within the schedule outlined in the request for proposals.

In closing I would like to thank you for considering Bear Creek Archeology, Inc. for your cultural resource needs. In lieu of a formal contract all we would need to proceed would be a letter of authorization. If you have any questions or comments please call.

Sincerely,

A handwritten signature in black ink, appearing to read "David G. Stanley". The signature is fluid and cursive, with a large initial "D" and "S".

David G. Stanley  
Director

cc: Anissa Gerard, IIW Engineers and Surveyors, P.C.

Enclosure

For: City of DeWitt Steve Lindner		Bear Creek Archeology, Inc. Project: East Side Ditch Improvement Project Contractor's Proposal Worksheet				DATE: 01/27/11 Prepared by: D. Stanley File: DeWitt11			
<b>DIRECT LABOR (DL)</b>									
Labor Category	Level	Subcon Mgmt	Lit Rev Prefield	Data Acq Field	Data Analysis	Report Prep	Hours by Position	Hourly Rate	Direct Labor Cost
<b>Professional Staff</b>									
Prin Inv/GeoArc	III						0	\$ 30.00	\$ -
Prin Inv/Proj Mgt	II						0	\$ 28.85	\$ -
Prin Inv	I						0	\$ 23.60	\$ -
Archeologist	III			24	4	20	48	\$ 20.00	\$ 960.00
Archeologist	II						0	\$ 18.00	\$ -
Archaeologist	I						0	\$ 17.00	\$ -
<b>Field</b>									
Crew Chief	III						0	\$ 20.00	\$ -
Crew Chief	II						0	\$ 18.00	\$ -
Crew Chief	I						0	\$ 17.00	\$ -
Crew Person	III						0	\$ 17.00	\$ -
Crew Person	II			24			24	\$ 16.00	\$ 384.00
Crew Person	II						0	\$ 15.00	\$ -
Crew Person	I						0	\$ 14.00	\$ -
<b>Administrative</b>									
Office Mgr	III						0	\$ 19.00	\$ -
Clerk-Typist	II						0	\$ 17.00	\$ -
<b>Laboratory</b>									
Director	III						0	\$ 17.00	\$ -
Crew Person	II						0	\$ 16.00	\$ -
Crew Person	I						0	\$ 15.00	\$ -
<b>Report Preparation</b>									
Writer/Editor	III					2	2	\$ 19.00	\$ 38.00
Digital Graphics	III					2	2	\$ 21.65	\$ 43.30
Digital Graphics	II						0	\$ 18.00	\$ -
Hours by Project Stage		0	0	48	4	24			
							Total Hrs	76	Total Dir Lab \$ \$ 1,425.30
<b>DIRECT LABOR (DL)</b>								<b>TOTAL</b>	\$ 1,425.30
<b>MATERIALS</b>								<b>TOTAL</b>	\$ 0.00
Item	Quan	Unit	Unit Cost				Subtotal		
		ea					\$0.00		
		ea					\$0.00		
		ea					\$0.00		
		ea					\$0.00		
		ea					\$0.00		
<b>TRAVEL</b>								<b>TOTAL</b>	\$ 500.00
per diem 5 days @ \$100.00 /day = \$ 500.00									
mileage (in G&A Overhead)									
<b>OTHER SIGNIFICANT COSTS</b>								<b>TOTAL</b>	\$ 0.00
Item	Quan	Unit	Unit Cost				Subtotal		
Giddings Corer		day	\$300.00				\$0.00		
Curation		cu ft	\$350.00				\$0.00		
Radiocarbon Dates		ea	\$300.00				\$0.00		
Backhoe & Oper		hr					\$0.00		
Paleobot Sample		ea	\$140.00				\$0.00		
Report Copies		ea					\$0.00		
Other:		ea					\$0.00		
Other:		ea					\$0.00		
<b>CONSULTANTS SUBCONTRACTED</b>				<b>TOTAL</b>	\$ 0.00	<b>SUMMARY</b>			
	Quan	Unit Cost	Subtotal	1 DIRECT LABOR		\$ 1,425.30			
Historian		hrs @ \$ 50.00	\$0.00	2 OH on DL at 0.45		\$641.39			
Geomorphologist		hrs @ \$ 70.00	\$0.00	3 G & A OH at 0.7		\$997.71			
Paleobotanist		unit @ \$145.00	\$0.00	4 MATERIALS		\$0.00			
Paleozoologist		hrs @ \$ 50.00	\$0.00	5 TRAVEL		\$500.00			
Phys Anthropologist		hrs @ \$ 50.00	\$0.00	6 OTHER SIGNIF COSTS		\$0.00			
GIS Programmer		hrs @ \$ 70.00	\$0.00	Subtotal		\$3,564.40			
Other:		hrs @	\$0.00	7 FEE lines 1,2+3 0.12		\$367.73			
Other:		hrs @	\$0.00	8 CONSULTANTS SUBCONT		\$0.00			
Consultant Per Diem		days @	\$0.00	9 TOTAL		\$3,932.12			
Consultant Mileage		miles @ \$ 0.36	\$0.00						

RESOLUTION NO. 2011-08

APPROVING CHANGE ORDER NO. 3 FOR THE 11<sup>th</sup> STREET MILL & OVERLAY IMPROVEMENT PROJECT 2009 (IDOT PROJECT NO. ESL-1855(613)- - 7S-23) AND AUTHORIZING THE MAYOR TO SIGN SAME

WHEREAS, pursuant to notice duly published in the manner and form prescribed and as required by law, bids and proposals were received by the IDOT and reported to this Council for the proposed 11<sup>th</sup> Street Mill & Overlay Improvement Project (from 6<sup>th</sup> Avenue to the Humeston Road), hereafter referred to as the "Project", as described in the public notice of hearing; and,

WHEREAS, Detterman Asphalt, Camanche, Iowa, was awarded the contract for the "Project" under Resolution No. 2009-48 approved May 4<sup>th</sup>, 2009 for the amount of \$238,934.78; and,

WHEREAS, it has been determined necessary and prudent to make the following changes:

Liquidated Damages (failure to complete on time)	(deduct)	(\$1,200.00)
<b>NET CHANGE TO CONTRACT AMOUNT</b>	(deduct)	(\$1,200.00)
<b>NEW TOTAL CONTRACT PRICE</b>		<b>\$237,739.34</b>

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of DeWitt, Iowa, that the Council approved the attached Change Order No. 3 of the "Project" and authorizes the Mayor to sign same.

PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> Day of February, 2011.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK



Change Order

Non-Substantial:

Part

Non-Part

No. 3

Substantial:

Concurrence Date \_\_\_\_\_

Contract Accounting ID No.: 26797

County Clinton

Project No: ESL-1855(613)--7S-23

Kind of Work: HMA Resurfacing with Milling Date Prepared: January 5, 2011

Contractor: Determann Asphalt, LLC, Camanche, IA

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made or extra work to be done:

8998 - Add Item "{Price Adjustment} Liquidated Damages (Pre-established Damages Per Day Per Amount Shown on Contract)"

Contract time is not affected by this change.

B - Reason for change or extra work:

8998 - Contractor failed to complete project within the allowed contract period.

(Continued on reverse side)

Approved \_\_\_\_\_  
District Local Systems Engineer Date

*Geoff Borch* \_\_\_\_\_ 1/12/11  
(Project Engineer) Date

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to.

Approved contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

Determann Asphalt, LLC  
Contractor

By *Todd J. Powers* \_\_\_\_\_ 1/11

\_\_\_\_\_  
For the Division Administrator  
Federal Highway Administration

Approved \_\_\_\_\_  
Donald Thiltgen, Mayor Date

DISTRIBUTION: Project Engineer - Forward original to District.  
District - Nonsubstantial - Forward original and one copy to the Office of Construction and two copies back to the Project Engineer.  
- Substantial - Forward original and two copies to the Office of Construction.

C-1 - Settlement for cost of work to be made as follows:

Change Order No. 3

8998 - Agreed Unit Price Per Day

C-2 - Justification for cost(s)

8998 - \$400/Day Credit Per Contract. The liquidated damages on this project do not exceed the construction engineering costs.

**D - ITEMS INCLUDED IN CONTRACT**

Change No.	Line Item Number	Unit Price .xxx	If Credit Add "CR"	
			Quantity .xxx	Amount .xx
7				
7				
7				
7				
7				
7				
TOTAL				

**E - ITEMS NOT INCLUDED IN CONTRACT**

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	If Credit, Add "CR"	
					Quantity .xxx	Amount .xx
8998	{Price Adjustment} Liquidated Damages (Pre-established damages per day per amount shown on contract)	6200-1108010		\$400.000	3.000 CR	1,200.00 CR
TOTAL						\$1,200.00 CR

**RESOLUTION NO. 2011-09**

**APPROVING CHANGE ORDER NO. 2 FOR THE SILVER CREEK TRAIL EXTENSION  
PROJECT 2009 AND AUTHORIZING THE MAYOR TO SIGN SAME**

**WHEREAS**, pursuant to notice duly published in the manner and form prescribed and as required by law, bids and proposals were received by the City Clerk and reported to this Council for the proposed Silver Creek Trail Extension Project 2009 Project for the City of DeWitt, Iowa (the "Project") as described in the public notice of hearing; and,

**WHEREAS**, Rittmer Inc., DeWitt, Iowa, was awarded the contract for the "Project" under Resolution No. 2009-23 approved March 2<sup>nd</sup>, 2009 for the amount of \$351,465.85; and,

**WHEREAS**, it has been determined necessary and prudent to make the following changes:

1. Field measurement of installed quantities (deduct) (\$16,334.31)

**NEW AMOUNT OF CONTRACT WITH CHANGE** \$335,131.54

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of DeWitt, Iowa, that the Council approved the attached Change Order No. 2 of the "Project" and authorizes the Mayor to sign same.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> Day of February, 2011.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK

# IIW ENGINEERS & SURVEYORS, P.C.

January 17, 2011

Steve Lindner, City Administrator  
City of DeWitt  
P.O. Box 407  
DeWitt, IA 52742-0407

Re: City of DeWitt  
Silver Creek Trail Extension 2009  
Project Certification  
IIW Project No.: 07024-03

Dear Steve:

An inspection of the Silver Creek Trail Extension 2009 project has been completed.

We hereby certify that Rittmer, Inc. of DeWitt, Iowa, has completed construction of the above referenced project in compliance with the drawings and specifications and the project is ready for acceptance. The final project construction cost including Change Order No. 2 Final is \$335,131.54.

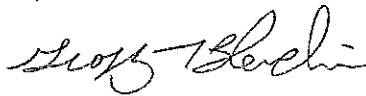
We have enclosed a copy of Change Order No. 2 Final. The change order documents the differences between the original contract quantities and the final installed quantities. Rittmer, Inc. will forward 3 signed copies of Change Order No. 2 Final for City signature and approval.

We recommend that the City of DeWitt approve Change Order No. 2 Final. After the City has approved and signed the forms, one signed copy should be sent to Rittmer, Inc., one copy is for City records, and one copy is for IIW.

We also recommend that the City of DeWitt approve and accept the Silver Creek Trail Extension 2009 work. Retainage in the amount of \$16,756.58 will be held for 30 days after acceptance and paid at that time provided no claims from others are filed. We will prepare Contract Payment No. 2 Final for the retainage due the contractor at the appropriate time.

Approval and acceptance starts the 1 year warranty period.

Sincerely,  
IIW, P.C.



Geoffry T. Blandin, P.E.

Copy: Rittmer, Inc.

BUILDING DESIGN  
CIVIL ENGINEERING  
CONSTRUCTION SERVICES  
ENVIRONMENTAL ENGINEERING  
LAND SURVEYING  
MUNICIPAL ENGINEERING  
STRUCTURAL ENGINEERING  
TRANSPORTATION ENGINEERING

[www.iiwengr.com](http://www.iiwengr.com)

Dennis F. Waugh, PE/SE\*  
Charles A. Cate, PE  
Gary D. Sejkora, PE  
Michael A. Jansen, PE/SE  
Ronald A. Balmer, PE/SE/AIA  
John M. Tranmer, PLS  
Timothy J. Tranel, PE\*  
John F. Wandsnider, PE  
Julie P. Neebel, PE  
James P. Kaune, PE  
Thomas J. Oster, PLS  
Wray A. Childers, PLS  
Geoffry T. Blandin, PE  
Mark C. Jobgen, PE  
Lauren N. Ray, PE/SE\*  
Bradley J. Mootz, PE/SE  
Cody T. Austin, PE\*  
Marc D. Ruden, PE  
Mark R. Fassbinder, AIA\*  
Michael A. Ruden, AIA\*  
Alice M. Ohrmann, PE  
Craig J. Elskamp, AIA  
Robert W. Blok, PE  
Eric J. Helminiak, PE/SE\*

\* LEED AP

Please note that IIW Engineers & Surveyors, P.C. is now IIW, P.C.  
We are working to update our documents to reflect our new company name.

23

**CHANGE ORDER**

Change Order No: 2 FINAL  
Date: January 17, 2011  
Agreement Date: March 4, 2009

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Owner: City of DeWitt  
Project: Silver Creek Trail Extension 2009 No. 07024-03  
Contractor: Rittmer, Inc.

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**Description of Change:**

1. Contract adjustment based on measured quantities (see attached sheet).

**Justification for Change:**

1. Field measurement of installed quantities.

**Change in Contract Price:**

The amount of the contract will be **DECREASED** by this change order by the sum of Sixteen Thousand Three Hundred Thirty Four Dollars and Thirty One Cents (\$16,334.31).

**Adjustment in Amount of Contract:**

1. Amount of Original Contract	\$ 351,465.85
2. Net due to all previous change orders (CO 1 Voided/Not Used)	\$ 0.00
3. Amount of contract not including this change order	\$ 351,465.85
4. REDUCTION to contract due to this change order	\$ (16,334.31)
5. Amount of contract including this change order	\$ 335,131.54

**Change Order Conditions:**

The contract completion period established by the original contract and previous change orders will be **increased**. The final completion date, prior to this change order, was November 23, 2009. The final completion date as affected by this change order will be August 21, 2010.



Work performed under this change order will be subject to all the requirements as stated herein and in the contract documents and all change orders.

The Contractor expressly agrees that he will place under coverage of his Contractor's Improvement Bond and insurance all work covered by this change order.

All work performed under this change order shall be performed in accordance with the requirements of this change order, the plans, the specifications, and the contract documents.

Recommended for Acceptance:

**IIW ENGINEERS & SURVEYORS, P.C.**

 SEAL	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  FOR IIW ENGINEERS & SURVEYORS, P.C.  
	Geoffrey T. Blandin, P.E. <span style="float: right;">1/19/11</span> License Number 15274 <span style="float: right;">Date</span> My license renewal date is December 31, 2011 Pages or sheets covered by this seal: Change Order No. 2 Final including attachment

Accepted and/or Requested:

**CONTRACTOR Rittmer**

Attest (Optional):

BY \_\_\_\_\_

Signature

BY \_\_\_\_\_

Signature

NAME \_\_\_\_\_

Type or Print

NAME \_\_\_\_\_

Type or Print

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

COPY

Accepted and/or Requested:

**OWNER City of DeWitt**

Attest (Optional):

BY \_\_\_\_\_

Signature

BY \_\_\_\_\_

Signature

NAME: \_\_\_\_\_

Type or Print

NAME \_\_\_\_\_

Type or Print

TITLE: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

COPY

CHANGE ORDER NUMBER 2 FINAL  
 CITY OF DEWITT, IOWA  
 SILVER CREEK TRAIL

**CONTRACT CHANGES**

A. Contract adjustment based on measured quantities

ITEM NO. ITEM	UNIT	ORIGINAL QUANT	FINAL QUANT	QUANTITY DIFF.	UNIT PRICE	INCREASE	DECREASE
12 Signing (complete)	LS	1	0	1	\$900.00	\$0.00	\$900.00
14 HMA Paving (trail & parking area)	TON	740	719.775	20.225	\$81.82	\$0.00	\$1,654.81
16 PCC sidewalk 4"	SF	845	1230	385	\$3.30	\$1,270.50	\$0.00
18 Low water crossing, complete, station 11:	EA	1	0.5	0.5	\$5,000.00	\$0.00	\$2,500.00
19 PCC Drainage Crossing	SY	156	0	156	\$30.00	\$0.00	\$4,680.00
CITY OPTION A from Station 200+12.26 to Station 223+18.59							
11 Signing (complete)	LS	1	0	1	\$850.00	\$0.00	\$850.00
12 Wetland Area Fencing	LF	4000	0	4000	\$1.00	\$0.00	\$4,000.00
16 PCC Drainage Crossing	SY	22	0	22	\$35.00	\$0.00	\$770.00
22 Silt Fence install and remove	LF	1500	750	750	\$3.00	\$0.00	\$2,250.00

TOTALS

\$1,270.50	\$17,604.81
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Contract reduction due to measurement of installed quantities

(\$16,334.31)

**TOTAL CHANGE ORDER NO. 2 FINAL**

(\$16,334.31)
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**CONTRACT SUMMARY**

Original Contract Amount	\$351,465.85
Modifications due to Change Order 1 (VOIDED/NOT USED)	\$0.00
Modifications due to Change Order 2 FINAL	-\$16,334.31
<b>FINAL CONTRACT AMOUNT</b>	<b>\$335,131.54</b>

**RESOLUTION NO. 2011-10**

**FINAL ACCEPTANCE OF THE SILVER CREEK  
TRAIL EXTENSION 2009 PROJECT**

**WHEREAS**, the City of DeWitt, Iowa (City) entered into an agreement with IIW Engineers and Surveyors, P.C. for professional engineering services for the construction of the Silver Creek Trail Extension 2009 (Project); and,

**WHEREAS**, the Project was let as the Silver Creek Trail Extension Project 2009, and awarded to Rittmer Inc., DeWitt, Iowa, under Resolution No. 2009-23 approved March 2<sup>nd</sup>, 2009 for the amount of \$351,465.85; and,

**WHEREAS**, IIW Engineers and Surveyors, P.C., has provided a written statement certifying completion and recommending final acceptance of the Project.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of DeWitt, Iowa, that the Project has been completed and is hereby accepted, subject to final audit of costs.

**PASSED AND APPROVED** this 7<sup>th</sup> day of February, 2011.

\_\_\_\_\_  
DONALD J. THILTGEN, MAYOR

ATTEST:

\_\_\_\_\_  
CATHERINE M. BENTHIN, CITY CLERK

**RESOLUTION NO. 2011-11**

**SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE  
OF SOLICITING WRITTEN AND ORAL COMMENTS ON THE CITY'S  
PROPOSED FISCAL YEAR 2011-2012 BUDGET**

**WHEREAS**, the City Council of the City of DeWitt, Iowa, has prepared the annual budget for Fiscal Year 2011-2012; and

**WHEREAS**, Iowa Code 384.16.3 requires a public hearing on the proposed budget where any resident or taxpayer of the city may present to the council objections to any part of the budget for the following fiscal year or arguments in favor of any part of the budget before its adoption and certification to the county auditor; and

**WHEREAS**, interested residents or taxpayers having comments for or against these proposals may appear and be heard at the public hearing at the City Council meeting on February 21, 2011 at 7:00 p.m. at the City Hall Council Chambers, 510 9<sup>th</sup> Street, DeWitt, Iowa.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of DeWitt, Iowa, that this confirms that the council order the publication of a notice of public hearing pertaining to the adoption of the Fiscal Year 2011-2012 budget not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

**PASSED AND APPROVED** this 7<sup>th</sup> day of February, 2011.

\_\_\_\_\_  
Donald J. Thiltgen, Mayor

Attest:

\_\_\_\_\_  
Catherine M. Benthin, City Clerk

LOAN SERVICING AGREEMENT FOR HAFNER BROS. CONSTRUCTION LLC,  
FIRST CENTRAL STATE BANK AND THE CITY OF DE WITT,  
CLINTON COUNTY, IOWA

THIS AGREEMENT is entered into by and between Hafner Bros. Construction, LLC (hereinafter referred to as "DEVELOPER"), First Central State Bank (hereinafter referred to as "BANK") and the City of De Witt, Clinton County, Iowa, (hereinafter referred to as "CITY"), this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, Developer is the owner of that real estate described on Exhibit "A" attached hereto, and

WHEREAS, Bank has loaned to Developer certain funds for development purposes, in the initial amount of \$850,000, the current balance of which is \$ \_\_\_\_\_, plus accruing interest from and after \_\_\_\_\_, 201\_\_\_\_, in the amount of \$ \_\_\_\_\_ per diem, said loan funds being secured in favor of Bank pursuant to provisions of a certain Deed of Trust dated April 14, 2006, and filed in the Office of the Clinton County, Iowa, Recorder as Instrument #2006-03117, and

WHEREAS, Developer has also previously entered into a loan agreement with City, the provisions of which required the installation of certain improvements to that real estate described on Exhibit B attached hereto, for traffic flow purposes, which additional improvements have been constructed and completed by Developer, and

WHEREAS, the cost of said improvements is deemed by City and accepted by Developer to be the sum of \$351,000.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

(1) City will not presently require payment of the sum due from Developer to City, but shall both require and permit payments of all amounts due in the manner set forth below. Such sums due shall be secured in favor of City through Developer's execution of a Mortgage against Developer's existing property, which Mortgage shall be a second lien priority. If not sooner paid, the debt from Developer to City shall be due and payable in full March 1, 2021.

(2) During the time period the debt obligation from Developer to City is outstanding, Developer and Bank shall not increase the amount of the indebtedness against that real estate described on Exhibit A attached hereto, as from time to time may remain under the

ownership of Developer, above the amount of principal and accrued interest remaining at any given time, which amount is anticipated to decrease, without first obtaining the prior written consent of City. City acknowledges, however, that in the event Developer and Bank agree to extend the term of Developer's indebtedness to Bank, without increasing the amount thereof as limited in this paragraph, such extension (or rewriting) of Developer's loan obligations shall not be prohibited. Any such extension or rewriting shall remain or shall be a first priority lien against the then property of Developer and City agrees to execute such documents as reasonably may be necessary to subordinate its mortgage in favor of such a first lien.

(3) The Bank agrees to provide Developer with partial releases of portions of that real estate described on Exhibit A attached hereto, as follows:

(a) For each single family residential lot that is conveyed by Developer, or for which a release from Bank's Deed of Trust is otherwise desired, Developer shall pay to Bank the sum of \$34,000, at which time Bank shall provide a release of the affected property;

(b) For each condominium unit and applicable share of common elements that is conveyed by Developer, or for which a release from Bank's Deed of Trust is otherwise desired, Developer shall pay to Bank the sum of \$25,000, at which time Bank shall provide a release of the affected property.

(4) City agrees to provide Developer with partial releases of portions of that real estate described on Exhibit A attached hereto, as follows:

(a) For each single family residential lot that is conveyed by Developer, or for which a release from City's Mortgage is otherwise desired, Developer shall pay to City the sum of \$5,000, at which time City shall provide a release of the affected property.

(b) For each condominium unit and applicable share of common elements that is conveyed by Developer, or for which a release from City's mortgage is otherwise desired, Developer shall pay to City the sum of \$3,000, at which time City shall provide a release of the affected property.

(5) At such time as Developer's loan obligation referenced herein to Bank is paid in full, the obligation of Developer to City shall be as follows:

(a) For each single family residential lot that is conveyed by Developer, or for which a release from City's Mortgage is otherwise desired, Developer shall pay to City the sum of \$30,000, at which time City shall provide a release of the affected property.

(b) For each condominium unit and applicable share of common elements that is conveyed by Developer, or for which a release from City's mortgage is otherwise desired, Developer shall pay to City the sum of \$20,000, at which time City shall provide a release of the affected property.

(6) Notwithstanding any other provisions set forth herein, Developer shall not be charged interest by City on any unpaid amount.

(7) Except as modified herein, all provisions of Developer's loan agreement with Bank, and with Developer's loan agreement with City, shall remain in full force and effect.

(8) This Loan Servicing Agreement shall not be effective on behalf of the City of De Witt, Clinton County, Iowa, until approved by the De Witt City Council, if required.

The provisions of this Loan Servicing Agreement for Hafner Bros. Construction LLC, First Central State Bank and the City of De Witt, Clinton County, Iowa, shall be binding upon the parties hereto and their successors in interest.

HAFNER BROS. CONSTRUCTION LLC,  
DEVELOPER

BY \_\_\_\_\_  
Thadius Hafner, President

Date: \_\_\_\_\_, 2011

FIRST CENTRAL STATE BANK, BANK

BY \_\_\_\_\_  
Scott Jansen, Vice President

Date: \_\_\_\_\_, 2011

CITY OF DE WITT, CLINTON COUNTY, IOWA  
CITY

BY \_\_\_\_\_  
Steve Lindner, City Administrator

Date: \_\_\_\_\_, 2011