

The City Council met in regular session at the City Hall at 7:30 p.m. with Mayor Ralph D. Means presiding. Council Members present were: Gene Jacobsen, Denny Sickles, Robert Weiland and Harold Veatch. Absent: Kenneth Perry.

Motion by Denny Sickles to approve the Agenda as posted. Seconded by Gene Jacobsen. Carried.

Motion by Robert Weiland to approve the minutes of the last meetings as presented. Seconded by Denny Sickles. Carried.

Motion by Denny Sickles to approve the Clerk's report. Seconded by Harold Veatch. Carried.

Motion by Robert Weiland to approve all bills for payment. Seconded by Denny Sickles. Carried.

GENERAL FUND

First National Bank	525.13
Treasurer, State of Iowa	154.43
IPERS-FOAB	756.66
I.P.E.R.S.	537.22
Advanced Drainage Systems	180.52
Brown Supply Co.	93.83
Dale Sickles	65.18
Debra Sickles	11.43
Farmer's Lumber Co.	187.05
Fontanelle Observer	71.83
Jack Zimmerline	3.31
Kenneth Perry	28.40
Law Enforcement Equipment Co.	11.25
Matt Parrott & Sons	21.37
McCunn Implement	21.98
Mid-Con Equipment Co.	221.02
Strom's Grocery	9.69
Red Oak Office Equipment Co.	17.25
Farmer's Co-op Co.	15.40
Farmer's Co-op Co.	292.87
United Telephone System	99.81
Fontanelle Postmaster	5.00
Petty Cash	10.66
Dale Sickles	47.49
Jack Zimmerline	82.10
Ronald Highland	420.53
Dan Richards	270.83
Evelyn Rohner	148.35
First National Bank	1.05
Lois Ehrenfried	49.55
Dale Sickles	24.19
Jack Zimmerline	52.15
Ronald Highland	420.53
Dan Richards	270.83
Evelyn Rohner	222.53
Judy Sickles	68.11
Blue Cross-Blue Shield	265.51
Unity Welding & Supply	22.50
	<u>5707.54</u>

WATER UTILITY

Transfer to Sinking & Improvement Funds	2411.00
First National Bank	133.07
Treasurer, State of Iowa	37.24
IPERS-FOAB	158.11
I.P.E.R.S.	111.50
Treasurer, State of Iowa	166.85
Dale Sickles	17.42
Delmer Miller	119.29
Hach	47.40
Jack Zimmerline	63.03
Matt Parrott & Sons	24.40
Strom's Grocery	14.12
University Hygienic Lab.	32.00
Farmer's Co-op Co.	34.64
United Telephone System	23.80
Fontanelle Postmaster	8.50
Petty Cash	2.22
Delmer Miller	260.61
Dale Sickles	177.48
Jack Zimmerline	160.84
Evelyn Rohner	28.24
Lois Ehrenfried	27.96
First National Bank	10.71
Lois Ehrenfried	33.11
Delmer Miller	278.57
Dale Sickles	220.81
Jack Zimmerline	202.42
Blue Cross-Blue Shield	116.10
	<u>4921.44</u>

SEWER UTILITY

First National Bank	70.05
Treasurer, State of Iowa	23.96
IPERS-FOAB	99.20
I.P.E.R.S.	69.12
Matt Parrott & Sons	15.40
Farmer's Co-op Co.	31.83
Manchester Laboratories	86.26
United Telephone System	6.09
Fontanelle Postmaster	7.30
Petty Cash	1.50
Delmer Miller	28.20
Dale Sickles	100.83
Jack Zimmerline	4.40
Lois Ehrenfried	27.96
First National Bank	3.68
Lois Ehrenfried	33.11
Dale Sickles	85.81
Blue Cross-Blue Shield	75.86
	<u>770.56</u>

LIBRARY SALARY

IPERS-FOAB	33.36
Mrs. Frost P Patterson	65.31
Genevive A. Dodds	12.13
Mrs. Frost P. Patterson	65.31
Genevive A. Dodds	12.13
	<u>188.24</u>

RECEIPTS FOR JULY

General Fund	13398.57
Federal Revenue Sharing	2004.15
Road Use Tax	1711.61
Debt Service	4283.84
Trust & Agency	50.00
Water Utility	8235.62
Sewer Utility	1203.92
Electric Utility	15807.42
Water Reserve	213.47
Electric Reserve	754.66
	<u>47663.26</u>

ELECTRIC UTILITY

Transfer to Sinking Fund	3292.00	Western Area Power Administration	
First National Bank	312.35		2871.75
Treasurer, State of Iowa	84.89	SIMECA Power Supply Study	96.86
IPERS-FOAB	316.78	Petty Cash	4.00
I.P.E.R.S.	223.40	Missouri Basin Power Agency	145.29
Treasurer, State of Iowa	565.19	Delmer Miller	155.51
Dale Sickles	69.52	Dale Sickles	57.49
Delmer Miller	82.49	Jack Zimmerline	52.15
Jack Zimmerline	13.21	Evelyn Rohner	194.29
Matt Parrott & Sons	35.00	Lois Ehrenfried	55.90
M&M Radio Lab	77.15	Central Iowa Power Co-op	3346.19
Strom's Grocery	18.18	First National Bank	34.86
Electrical Materials Co.	273.17	Farmer's Electric Co-op	11.00
Farmer's Co-op Co.	41.79	Lois Ehrenfried	33.11
The McCaskey Co.	62.40	Delmer Miller	165.75
Wallace Auto Supply	9.83	Dale Sickles	52.48
United Telephone System	21.40	Jack Zimmerline	44.92
Fontanelle Postmaster	33.00	Evelyn Rohner	148.35
		Blue Cross-Blue Shield	232.21
			<u>13233.86</u>

Departmental reports were heard and correspondence read.

Delmer Miller is to order 4 Handicapped Parking signs. He also reported that the city will be working on water mains and the pits will be flushed next week.

Delmer Miller had talked to Frank Hoblick by phone and Mr. Hoblick ask if the Council would give an easement for the Cable TV on the Tower, Building and Land for the dish if someone else owned the system.

Motion by Robert Weiland to give an easement for the Cable TV antenna use and ground surrounding for the saucer and a portion of the building for equipment. Seconded by Harold Veatch. Carried.

Policeman Dan Richards ask the Council for permission to buy a Slim Jim door opener.

Motion by Robert Weiland to buy a Slim Jim (door Opener) for the Police Department. Seconded by Gene Jacobsen. Carried.

Bids were received for the repairing of the roofs of all City Buildings

Creston Roofing & Siding Inc. =5741.20 with a two year guanantee.

McDermott & Son Roofing Co. =6751.36 with a two year warranty

Turk Roofing Co. =6568.00 with ten year guantee.

Motion by Denny Sickles to accept the bid of Turk Roofing of Atlantic to repair the roofs on the City Hall and Maintenance Building, shed, and Fire Station and to have him follow up on an annual inspection of the roofs. Seconded by Gene Jacobsen. Carried.

Council Member Gene Jacobsen introduced a Resolution entitled "RESOLUTION APPROVING FINANCIAL REPORT FOR MUNICIPAL STREET AND PARKING FOR THE CITY OF FONTANELLE, IOWA FOR THE YEAR 1982-83. and moved for its adoption. Council Member Robert Weiland seconded the motion to adopt. Roll was called and the following voted AYE: Denny Sickles, Harold Veatch, Gene Jacobsen and Robert Weiland. NAY: None.

Whereupon the Mayor declared the Resolution duly adopted as:

RESOLUTION NO. 83.14

RESOLUTION APPROVING FINANCIAL REPORT FOR
MUNICIPAL STREET AND PARKING FOR THE CITY
OF FONTANELLE, IOWA FOR THE YEAR 1982-83.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FONTANELLE, IOWA:
That the financial report as read at this meeting showing total receipts of \$66,223. and total expenditures of \$58,172. be approved as the official report for the Municipal Street and Parking for the City of Fontanelle, Iowa for the fiscal year 1982-83.

PASSED AND APPROVED THIS 1st day of August, 1983.

Attest: Evelyn M. Rohner, Clerk

Ralph D Means
Ralph D. Means, Mayor

Council Member Robert Weiland introduced a Resolution entitled: RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A CONTRACT WITH MC CLURE ENGINEERING CO." and moved for its adoption. Seconded by Denny Sickles. Roll was called and the following voted: AYES: Harold Veatch, Gene Jacobsen, Denny Sickles and Robert Weiland. NAYS: None Whereupon, the Mayor declared the Resolution duly adopted as:

RESOLUTION NO. 83.15

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A CONTRACT WITH McCLURE ENGINEERING COMPANY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FONTANELLE, IOWA: That This Agreement, made as of the 3rd day of August, 1983, by and between the CITY OF FONTNALLE, IOWA, hereinafter called the CITY and McClure ENGINEERING COMPANY P.C. OF FONRT DODGE, IOWA, hereinafter called the ENGINEER, is for engineering services for the Fire Station and Community Center.

I. ENGINEERING SERVICES

The Engineering Services furnished by the ENGINEER are as follows:

A. Detail Plans, Specifications and Contract Documents

- 1. Prepare necessary final designs to prepare working drawings, specifications and contract documents.
2. Prepare final construction and project cost estimates.
3. Furnish the CITY and bonding attorneys with the necessary engineering information for legal procedure.
4. Assist the CITY in preparing and awarding of construction contracts.
5. Provide general supervision of the project during construction; check shop drawing samples, etc., submitted by the Contractor in compliance with the plans and specifications.
6. Assist the CITY in negotiating change orders and pay estimates.
7. Make final inspection of all the work prior to acceptance by the CITY.

THE ABOVE DOES NOT INCLUDE RESIDENT INSPECTION.

B. Surveys

- 1. Perform all necessary surveys required to prepare final designs and contract documents.
2. Perform all surveys necessary for the construction of the improvements.
3. Perform all surveys necessary to locate property boundaries.

C. Resident Project Representative

- 1. If so ordered by the CITY, furnish a representative from our firm to be at the site of the work at all times during the critical phases of construction. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, the ENGINEER shall endeavor to provide further protection for the CITY against defects and deficiencies in the work; but, the furnishing of such services will not make the ENGINEER responsible for or give the ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

D. Other Engineering Services

- 1. Any other engineering services, such as soil tests or exploration, materials testing, etc., requested by the CITY or required by the contractor's contract.

II. COMPENSATION

The CITY shall compensate the ENGINEER for services outlined in Section I above as follows:

- 1. For Part A and B a total lump sum fee of nine thousand four hundred fifty dollars, (\$9,450.00).

Eighty Per Cent (80%) of the above shall be due upon presentation of final detailed plans and specifications to the Council. The remaining Twenty Per Cent (20%) shall be due upon completion of the project.

In the event a construction contract is not awarded following preparation and presentation to the CITY of plans, specification, and contract documents, Eighty Per Cent (80%) will be due the ENGINEER.

- 2. For Parts C and D the fee shall be on an hourly basis, billed monthly, in accordance with the following schedule:

Table with 2 columns: Service, Rate. Rows include Engineer (\$40.00), Technician (23.00), Draftsman (13.50), Secretary (10.00), *Inspector (15.50), 3 Man Survey Crew (46.00), Mileage (.25/mile), Plus out of pocket expenses.

The fee for Resident Construction Review shall not exceed \$3,500.00
The Above shedule is affective until July 1, 1984.

Any work performed after this date shall be subject to increase to the new current rate.

*Overtime rates at 150% of above shall be charged for time over 8 hours/day or 40 hours/week.

3. For subcontracted work our fee will be actual subcontract cost.

IN WITNESS WHEREOF, the parties hereto have made and executed the AGREEMENT the date first above written.

CITY OF FONTANELLE, IOWA

BY Ralph D Means
MAYOR

ATTEST:

Evelyn M. Rabner
CITY CLERK

Seal.

MCCLURE ENGINEERING COMPANY P.C.

BY TERRY J. LUTZ, P.E.

SPECIAL PROVISIONS--ATTACHMENT A.

The CITY and the ENGINEER agree that this agreement is subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire agreement between the CITY and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this contract shall, at the option of the CITY, become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the ENGINEER, and the CITY may withhold any payments to the ENGINEER FOR THE PURPOSE of set-off until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract at any time by giving at least seven (7) days notice in writing to the ENGINEER. If the contract is terminated by the CITY as provided herein the ENGINEER will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the consultant, paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this contract.

4. PERSONNEL

4.1 The ENGINEER represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

4.2 All of the services required hereunder will be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

4.3 None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

4.4 The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965.

4.5 The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to his books, records, and accounts by the CITY, department of Housing and Community Development, the Secretary of Labor, the Office for Planning and Programming or their authorized representatives for purposes of investigation to ascertain compliance.

4.6 In the event of the ENGINEER'S noncompliance with the compliance clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.7 The ENGINEER will include the provisions of paragraphs 4.1 through 4.7 in every subcontract of \$10,000 or more or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the ENGINEERS may request the United States to enter into such litigation to protect the interests of the United States.

5. CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, sex, age, or handicap condition be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this title.

7. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

7.1 The work to be performed under this contract is on a project assisted by Federal financial assistance from the Office for Planning and Programming and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

7.2 The parties to this contract will comply with the provisions of said Section 3 and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

8. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the CITY and no other officer or agent of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

9. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

10. INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of this contract, no person having any such interest shall be employed.

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

CITY: FONTANELLE, IOWA
BY: /s/ Ralph D. Means, Mayor
8/3/83

ENGINEER: MCCLURE ENGINEERING CO. P.C.
BY: /s/ Terry J. Lutz, Engineer
8/1/83

Bill Blazek met with the Council regarding the Hillbilly Auction/ Flea Market held July . He felt that being as this was the first that there had been a good turn-out. They had 44 booths set up which had paid \$3.00 per booth. Mr. Blazek had paid the expenditures and had 62.00 left. As per the agreement of June 6th, the City was to receive 50%.

Motion by Robert Weiland to split the 62.00 balance (after expenses) with Bill Blazek on the 50/50 basis as earlier agreed upon. Seconded by Denny Sickles. Carried.

Motion by Denny Sickles to adjourn. Seconded by Harold Veatch. Carried.

Evelyn M. Rohner

Ralph D. Means
Ralph D. Means, Mayor

Attest: Evelyn M. Rohner, Clerk

Fontanelle, Iowa
August 25, 1983

The Fire & Rescue Management Committee met at the City Hall at 7:30 p.m. with Mayor Pro-Tem Harold Veatch presiding. Committee Members present were: Ervin Ehm and Roger Frank. Absent: Robert Weiland, Kenneth Perry and Leroy Nelson.

Notice of the meeting was posted according to law.

Motion by Ervin Ehm to approve the agenda. Seconded by Harold Veatch. Carried.

Motion by Roger Frank to approve the minutes as read. Seconded by Ervin Ehm. Carried.

Motion by Ervin Ehm to approve the finance report as read. Seconded by Roger Frank. Carried.

Motion by Harold Veatch to approve the payment of a bill to Unity Welding & Supply for cylinder rent. Seconded by Ervin Ehm. Carried.

There was discussion on the plans of the new fire station.

Motion by Roger Frank to adjourn. Seconded by Ervin Ehm. Carried.

Evelyn M. Rohner

Harold Veatch, Mayor Pro-tem

Attest: Evelyn M. Rohner, Clerk

G-4089(Canvass)

The Board of Supervisors of Adair County, Iowa met in Special Session at the Courthouse, Greenfield, Iowa, on the 29th day of August, 1983 at 9:00 o'clock a.m. to canvass the results of a special election held on the 23rd day of August, 1983, in the City of Fontanelle, Adair County, Iowa.

The meeting was called to order by the Chair person and the roll being called, there were present 2, Chairperson, in the chair, and the following named Supervisors: Marvin Ford and Paul Shelley. Absent: Richard Kuhl.

The Chair person filed the following acknowledgement of Notice of this Special Meeting, signed by all members of the Board.

We, the undersigned, being all the members of the Board of Supervisors, do acknowledge due, timely and legal receipt of Notice of Special Meeting for the called purpose of considering all matters pertaining to canvassing and declaring the results of an election on a bond proposition, and for the consideration of such other business as may come before the meeting and do hereby consent that the meeting be held.

/s/ Paul D. Shelley
/s/ Marvin Ford

All of the tally lists of the election precinct officials of the special election held in the City of Fontanelle, Adair County, Iowa, on the 23rd day of August, 1983, having been presented and duly examined by the Board of Supervisors, Supervisor Marvin Ford, introduced the resolution hereinafter set out entitled, "Resolution canvassing and declaring the results of an election on a bond proposition." Supervisor Ford moved that the said resolution be adopted, seconded by Supervisor Paul Shelley, and after due consideration thereof by the Board, the Chairperson put the question on the motion and the roll being called, the following Supervisors voted: AYES: Ford & Shelley. Nays: None

Whereupon, the Chairperson declared the motion duly carried and said resolution adopted.

Chairperson, /s/ Marvin Ford
Board of Supervisors

Attest: Lorraine E. Homan
County Auditor