

AGENDA
Regular City Council Meeting
FULLER HALL
Webster City, Iowa
April 1, 2019
5:30 p.m.

ROLL CALL

Approval of Agenda

Pledge of Allegiance

A. PETITIONS – COMMUNICATIONS – REQUESTS

This is the time of the meeting that a citizen may address the Council on a matter not on the Agenda.

Except in cases of emergency, the City Council will not take any action at this meeting, but may ask the City Staff to research the matter or have the matter placed on the Agenda for a future meeting.

1. **Public Information**
2. Oath of Office to New Police Officers Andrew Lowe and Shawn Schroder by Mayor.

B. MINUTES AND CLAIMS

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion.

If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

1. Minutes of March 18, 2019
2. Resolution on Payroll for the period ending March 16, 2019 and paid on March 22, 2019
3. Resolution on Bills Fund List

C. GENERAL AGENDA

1. **PUBLIC HEARINGS 5:35 p.m.**

COUNCIL MEMORANDUM:

- A. Public Hearing on a proposed purchase agreement for City Owned property located in Brewer Creek Estates 5th and 6th Additions Webster City, Iowa.

Resolution authorizing and approving execution of Purchase Agreement between the City of Webster City and J. Larson Homes, Des Moines, Iowa AGREEMENT

COUNCIL MEMORANDUM: ENGR PROB.COST ENGR Bid RECOMMEND

B. Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for ***Furnishing Materials*** for the 2018-19 Electrical Underground Conversion Project.

(1) **Resolution** finally approving and confirming Plans and Specifications and Form of Contract and Estimate of Cost for ***Furnishing Materials*** for the 2018-19 Electrical Underground Conversion Project.

(2) **Resolution** awarding contract(s) for ***Furnishing Materials*** for the 2018-19 Electrical Underground Conversion Project

C. Hearing Cancelled

Motion cancelling *Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of 2018-19 Electrical Underground Conversion Project, due to no bids received.*

2. **Resolution** providing for Notice of Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for ***Construction*** of 2018-19 Electrical Underground Conversion Project. **NOTICE** (May 6 - 6:05 p.m.)
3. Recommend approval for issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following:
 - a. Renewal of Class E Liquor License, Class B Native Wine Permit, Class B Wine Permit, Class C Beer Permit and Sunday Sales – NYC Mart, Inc. – 1345 Second Street
 - b. Class C Liquor License - 5 day Special Event License for Annual Event on May 4, 2019 - St. Thomas Aquinas Church, 1010 Des Moines Street

COUNCIL MEMORANDUM

4. Third Reading of a proposed Ordinance, an **Ordinance** amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by Amending Chapter 55 Title II Community Protection: General Provisions.
 - a. Pass and Adopt Ordinance
5. Third Reading of a proposed Ordinance, an **Ordinance** repealing the Code of Ordinances of the City of Webster City, Iowa, 1996, by Repealing Chapter 141 Pertaining to Junk and Junk Vehicles.
 - a. Pass and Adopt Ordinance

COUNCIL MEMORANDUM

6. Second Reading of a proposed Ordinance, an **Ordinance** amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by Amending Chapter 99 Pertaining to Sewer Rental.
7. Second Reading of a proposed Ordinance, an **Ordinance** amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by adding Chapter 101 Pertaining to Industrial Sewer User Compliance Enforcement.
8. **Resolution** repealing Resolution No. 2019-005 by changing time for regular meetings of the City Council for 2019.

COUNCIL MEMORANDUM:

9. **Resolution** authorizing the Mayor and City Clerk to enter into an agreement/**proposal** for Engineering Services with Schlotfeldt Engineering Inc., Webster City, Iowa for the Wilson Brewer Site Improvement Project.
10. **Resolution** authorizing the Mayor and City Clerk to enter into an agreement/**proposal** for Engineering Services with Schlotfeldt Engineering Inc., Webster City, Iowa for the Wilson Brewer Courthouse Project.
11. **COUNCIL MEMORANDUM:** **Resolution** awarding Contract and authorizing the Mayor and City Clerk to enter into a Three Year Agreement with Iowa Plains Signing, Inc., Slater, Iowa for Street (Traffic) Lane Striping Services. **AGREEMENT**
12. **COUNCIL MEMORANDUM:** **Resolution** authorizing entering into Amendment No. 8 to the On-Call Paving Specialist Agreement with Snyder and Associates, Inc., Ankeny, Iowa for engineering services in connection with the 2019 Water Main Repair Project. **AMENDMENT**
13. **COUNCIL MEMORANDUM:** **Resolution** authorizing entering into Amendment No. 5 to the On-Call Bridge Inspection and underground Utility Distribution Systems Agreement of March 20, 2017 with WHKS & Co., Ames, Iowa to extend engineering services for the term of one year. **AMENDMENT**
14. **COUNCIL MEMORANDUM:** **Resolution** awarding Contract and authorizing the Mayor and City Clerk to extend the current three year agreement with The Pavement Doctor, Fort Dodge, Iowa for a Spray Injection Patching Program for the term of one year. **PROPOSAL**

15. **COUNCIL MEMORANDUM:** **Resolution** awarding Contract and authorizing the Mayor and City Clerk to enter into a three year agreement with ACCU-JET, Perry, Iowa, providing for Sanitary and Storm Sewer Services. **AGREEMENT**
16. **COUNCIL MEMORANDUM:** Motion to accept the **proposal** of River City Communications Inc. for a New Phone System Purchase for all City Offices.
17. **COUNCIL MEMORANDUM:** Request from Interim City Manager/Public Grounds Director to seek bids for and purchase, if not exceeding \$12,500, a Zero Turn Mower for the Cemetery Department. **SPECS**

**D. REPORTS AND RECOMMENDATIONS OF OFFICERS,
BOARDS AND COMMISSIONS:**

1. Council Committee Reports
2. Other reports and recommendations.

E. OTHER ITEMS SENT TO COUNCIL

- 1 **City Attorney** update/report 3-26-19

F. ADJOURN

NOTE: The Council may act by motion, resolution or ordinance on items listed on the Agenda.

CITY COUNCIL MEETING MINUTES
Webster City, Iowa March 18, 2019

The City Council met in regular session at the City Hall, Webster City, Iowa at 5:30 p.m. on March 18, 2019 upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present John Hawkins, Mayor in the chair, and the following Council Members: Matt McKinney, Brian Miller, Jim Talbot and Logan Welch.

It was moved by Miller and seconded by McKinney to approve the agenda.

ROLL CALL: Hawkins, McKinney, Miller, Talbot and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance

PETITIONS – COMMUNICATIONS – REQUESTS

None brought forth.

PUBLIC INFORMATION

Council Member Brian Miller mentioned there will be a Farmer's Market meeting for vendors in the near future. He will be contacting the media once the date is set.

MINUTES AND CLAIMS

It was moved by Welch and seconded by McKinney that the following motion and Resolutions be approved and adopted collectively:

1. That the March 4, 2019 Regular Meeting Minutes be approved.
2. That Resolution No. 2019-049 approving Payroll for the period ending March 2, 2019 and paid on March 8, 2019 in the amount of \$159,245.35 be passed and adopted.
3. That Resolution No. 2019-050 approving Bills paid in the amount of \$1,080,764.80 be passed and adopted and the Fund List be approved.

ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.

GENERAL AGENDA

1. It was moved by Miller and seconded by McKinney that issuance of Beer and Liquor Licenses by the Iowa Department of Commerce be approved for the following:

- a. Special Class C Liquor License-Special Event License (5-Day)
Hy-Vee-Webster City Healthy Cooking Class, 823 2nd Street
Event to be held 04/25/2019
- b. Renewal of Class C Native Wine Permit, Outdoor Service and Sunday Sales
Mornin' Glory Coffee - 719 Des Moines Street

ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.

2. It was moved by Welch and seconded by Miller that the Appointment of Cody Seiser to the Youth Advisory Commission for the term ending 05/31/2020 be approved.

ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

3. It was moved by Welch and seconded by McKinney that Resolution No. 2019-051 establishing a Nuisance at 411 Prospect Street and ordering the abatement thereof within six months from the date of this meeting (03-18-2019), be passed and adopted.

ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.

Brian Hubbard and Matthew Hubbard, owners of the property, were present to address the Council on their plans and timeline for this project. They informed Council that financing had been obtained and would be approximately three weeks to finalize. They requested two years to complete the rehabilitation of this building. Council was pleased to know financing had been obtained and that some of the repairs had been started, however felt that two years was an excessive amount of time to allow for the abatement of this property. Therefore, the above timeline of six months was set, with a review to be done at that time on the progress of addressing the issues of the building.

4. It was moved by McKinney and seconded by Miller that Resolution No. 2019-052 setting April 1, 2019 at 5:35 p.m. at City Hall Council Chambers, Webster City, Iowa for a Public Hearing on a proposed purchase agreement for City Owned property located in Brewer Creek Estates 5th and 6th Additions Webster City, Iowa be passed and adopted.
ROLL CALL: Hawkins, McKinney, Miller, Talbot and Welch voting aye.

5. It was moved by Talbot and seconded by Miller that the Second Reading of a proposed ordinance, an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by Amending Chapter 55 Title II Community Protection: General Provisions, be approved.
ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.

6. It was moved by Miller and seconded by Welch that the Second Reading of a proposed ordinance, an Ordinance repealing the Code of Ordinances of the City of Webster City, Iowa, 1996, by Repealing Chapter 141 Pertaining to Junk and Junk Vehicles be approved.
ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.

7. It was moved by Miller and seconded by Talbot that the First Reading of a proposed Ordinance, an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by Amending Chapter 99 Pertaining to Sewer Rental be approved.
ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

8. It was moved by Miller and seconded by Welch that the First Reading of a proposed Ordinance, an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 1996, by adding Chapter 101 Pertaining to Industrial Sewer User Compliance Enforcement, be approved.
ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.
City Attorney Zach Chizek gave a brief summary on the changes in the two items above regarding updating the Ordinances.

9. It was moved by Talbot and seconded by McKinney that Resolution No. 2019-053 authorizing the Mayor and City Clerk to enter into a Standard Professional Services Agreement with Callahan Municipal Consultants, LLC, Anamosa, Iowa for services in connection with the City Manager Recruitment Process be passed and adopted.
ROLL CALL: Hawkins, McKinney, Miller, Talbot and Welch voting aye.
Beth Chelesvig, Administrative Services Director, mentioned to Council that April 8, 2019 has been tentatively set for a Work Session with the Consultant.

10. It was moved by McKinney and seconded by Talbot that request from Administrative Services Director in connection with City Hall remodeling be approved.
ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.
Chelesvig provided information on the project and the reason for the request to access funds budgeted in the future fiscal year enabling the completion of the project at this time.

11. It was moved by Talbot and seconded by Welch that request from Police Chief to enter into a three year lease agreement with Ruan Car Leasing and Karl Chevrolet for three fully equipped 2019 Chevrolet Tahoe Police Pursuit Vehicles and installation of Police equipment (State of Iowa Bid) be approved.

ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.
Police Chief Shiloh Mork was present to answer questions and stated the lease process would be a good solution to the issues encountered with current vehicles in the fleet.

12. It was moved by Talbot and seconded by Welch that Resolution No. 2019-054 amending the Master Bond Resolution be passed and adopted.

ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

13. It was moved by Miller and seconded by Welch that Resolution No. 2019-055 authorizing and approving an Indenture of Trust providing for the issuance of revenue bonds, a Bond Purchase Agreement providing for the sale of the bonds and other documents related to the bonds, be passed and adopted.

ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.
Paul R. Donna, Managing Director of Public Finance Investment Banking for Robert W. Baird and Co., was present to address Council on the two items above. The approval of these Resolutions are part of the refinancing of the 2012 Electric Revenue Bonds. He reviewed the City's credit rating and the process of obtaining bids for the bonds, stating there were a couple local entities who placed bids as well. This will be a savings just shy of \$1,000,000 or approximately \$55,000 per year for the remaining life of these bonds.

14. It was moved by Welch and seconded by McKinney that an extension of the Agreement between the City of Webster City, Iowa and Williams and Company, P.C., LeMars, Iowa for auditing services be approved.

ROLL CALL: Hawkins, McKinney, Miller, Talbot and Welch voting aye.

15. Discussion was held on changing the meeting time for regular meetings of the City Council. Consensus was to change the current time of 5:30 p.m. to the new time of 6:00 p.m. This will be done by Resolution at the next council meeting on April 1, 2019 with the new time to be in effect with the April 15, 2019 regular City Council Meeting.

16. It was moved by Miller and seconded by Talbot that Resolution No. 2019-056 authorizing the City Manager to enter into an Iowa Department of Natural Resources Treatment Agreement with Mary Ann's Specialty Foods, Inc., Webster City, Iowa be passed and adopted.

ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.
City Attorney Zach Chizek provided specifics of the Agreement. Pam Netzel from Mary Ann's Specialty Foods, was also present at the meeting.

17. It was moved by Miller and seconded by McKinney that request from Community Vitality Director to attend the Community Capital Conference presented by the National Coalition for Community Capital in Detroit, Michigan on June 11 – 14, 2019 be approved.
ROLL CALL: Miller, Talbot, Welch, Hawkins and McKinney voting aye.
Lindsay Henderson, Community Vitality Director was present and informed Council that half of the cost incurred for the Conference will be reimbursed by Corn Belt Power Cooperative.

**REPORTS AND RECOMMENDATIONS OF OFFICERS,
BOARDS AND COMMISSIONS**

It was moved by McKinney and seconded by Miller that the following minutes and reports (Agenda Items 1-4) be accepted and placed on file:

1. The February 2019 City Manager Reports including Electric, Wastewater, Water, Electric Year-to-Date, Water Year-to-Date and Code Enforcement;
2. The February 2019 Police Department Report;
3. The February 2019 Fire Department Report; and
4. The Hamilton County Solid Waste Commission March Agenda Packet.

COUNCIL COMMITTEE REPORTS

None brought forth.

OTHER REPORTS AND RECOMMENDATIONS

None brought forth.

It was moved by Welch and seconded by Miller to meet in Closed Session to discuss the purchase/sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property, as provided by Chapter 21.5 j. of the Code of Iowa.

ROLL CALL: Talbot, Welch, Hawkins, McKinney and Miller voting aye.

The Council went out of Open Session at 6:12 p.m.

The Council took a short recess and went into Closed Session at 6:17 p.m.

The Council returned to Open Session at 7:11 p.m.

It was moved by Miller and seconded by Welch that Council adjourn.

ROLL CALL: Welch, Hawkins, McKinney, Miller and Talbot voting aye.

The March 18, 2019 regular City Council Meeting stood adjourned at 7:12 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 -

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:

That the payroll for the 80 hour period ending March 16, 2019 and paid on
March 22, 2019 aggregating the sum of \$152,835.45 herewith presented,
be and the same is hereby approved.

Passed and adopted this 1st day of April, 2019

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
61171	ROE, DONALD J.	1,316.80	80.00	.00	.00	.00	.00	.00	.00	.00	578.34
Total BUILDING:											
	1	1,316.80	80.00	.00	.00	.00	.00	.00	.00	.00	578.34
60722	CHELESVIG, BETH A.	2,804.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,827.99
61220	HENDERSON, LINDSAY E.	2,284.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,682.92
60003	SMITH, ELIZABETH A.	1,976.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,322.65
Total CITY MANAGER:											
	3	7,064.81	240.00	.00	.00	.00	.00	.00	.00	.00	4,833.56
30980	STRONER, BRIAN M.	2,532.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,770.34
Total ENVIRONMENTAL/SAFETY:											
	1	2,532.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,770.34
61164	BONJOUR, KARYL K.	2,092.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.77
61180	GRIMSHAW, STACY M.	1,456.80	80.00	.00	.00	.00	.00	.00	.00	.00	886.69
61190	NERLAND, DEDRA R.	1,496.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,051.59
61163	PEVESTORF, ELIZABETH J.	1,717.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,246.61
30329	WOLFGRAM, DOREEN A.	2,797.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,927.47
Total FINANCE OFFICE:											
	5	9,560.02	400.00	.00	.00	.00	.00	.00	.00	.00	6,485.13
40857	DOOLITTLE, KENDALL J.	65.00	.00	.00	.00	.00	.00	65.00	.00	55.60	.00
41263	ESTLUND, JEROMY J.	2,115.74	118.00	.00	.00	.00	.00	.00	.00	.00	1,427.18
41410	FEICKERT, BRENT R.	142.50	.00	.00	.00	.00	.00	142.50	.00	.00	130.59
41395	FEICKERT, DAKOTA L.	259.00	16.00	.00	.00	.00	.00	35.00	.00	.00	208.02
41038	FERGUSON, WILLIAM M.	90.00	.00	.00	.00	.00	.00	90.00	.00	76.98	.00
41300	FOX, JEFFREY A.	45.00	.00	.00	.00	.00	.00	45.00	.00	.00	41.56
41438	FRAKES, JUSTIN M.	65.00	.00	.00	.00	.00	.00	65.00	.00	.00	60.03
41260	FRAZIER, LOGAN W.	45.00	.00	.00	.00	.00	.00	45.00	.00	41.56	.00
41432	HANSON, STEVEN M.	588.00	37.50	.00	.00	.00	.00	63.00	.00	.00	509.59
41431	HARTNETT, JORDAN T.	45.00	.00	.00	.00	.00	.00	45.00	.00	41.56	.00
40971	HAYES, BRANDON W.	2,394.28	115.00	.00	.00	.00	.00	.00	80.48	.00	1,714.95
41445	HAYES, HARRISON W.	110.00	.00	.00	.00	.00	.00	110.00	.00	101.58	.00
41441	HAYES, HUNTER W.	90.00	.00	.00	.00	.00	.00	90.00	.00	83.11	.00
40031	HOLST, RONALD W.	137.50	.00	.00	.00	.00	.00	137.50	.00	116.62	.00
41192	JESSEN, PHILLIP N.	308.00	11.00	.00	.00	.00	.00	154.00	.00	243.37	.00
41460	LEHMAN, MICHEAL L.	85.00	.00	.00	.00	.00	.00	85.00	.00	73.50	.00
41200	MADSEN, TODD M.	130.00	.00	.00	.00	.00	.00	130.00	.00	.00	110.20
41377	RATCLIFF, BRETT D.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41434	SCHRECK, JON C.	259.00	9.00	.00	.00	.00	.00	133.00	.00	.00	234.18
41219	SOWLE JR., ANDREW W.	2,390.72	115.00	.00	.00	.00	.00	.00	173.52	.00	1,618.24
41400	STANSFIELD, CHARLES T.	2,760.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,885.36
41436	STENSLAND, CALES W.	25.00	.00	.00	.00	.00	.00	25.00	.00	23.09	.00
41029	STEWART, EARL L.	45.00	.00	.00	.00	.00	.00	45.00	.00	.00	41.56
41088	TOLLE, PAUL A.	105.00	.00	.00	.00	.00	.00	105.00	.00	89.82	.00
41216	WEINSCHENK, KENRIC J.	90.00	.00	.00	.00	.00	.00	90.00	.00	.00	83.11
41213	WILLIAMS, ZACHARY W.	85.00	.00	.00	.00	.00	.00	85.00	.00	.00	72.71
40815	WILLS, DON H.	85.00	.00	.00	.00	.00	.00	85.00	.00	72.71	.00
41340	YOUNGDALE, COLE C.	90.00	.00	.00	.00	.00	.00	90.00	.00	83.11	.00
41270	ZEHNER, DONALD F.	130.00	.00	.00	.00	.00	.00	130.00	.00	.00	119.05

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
Total FIRE DEPARTMENT:											
		29	12,819.74	501.50	.00	.00	.00	2,130.00	254.00	1,102.61	8,293.27
61218	TIMM, ELISE	1,825.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,278.67
Total INSPECTION:											
		1	1,825.60	80.00	.00	.00	.00	.00	.00	.00	1,278.67
31210	BARNES, DERRICK S.	2,220.35	90.50	.00	90.75	.00	.00	.00	.00	.00	1,508.80
31185	CASEY, DANA R.	2,530.41	80.00	.00	.00	.00	.00	.00	.00	.00	1,726.56
31190	DAYTON, BRYAN K.	2,044.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,431.57
30678	DICKINSON, ADAM L.	3,298.24	88.00	.00	.00	.00	.00	.00	.00	.00	2,214.09
31208	HUGHES, NATHAN R.	2,197.30	84.00	.00	153.30	.00	.00	.00	.00	.00	1,518.48
31184	MOURTON, RUSSELL E.	2,532.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,365.78
31186	ORTON, RYAN D.	2,973.23	92.00	.00	189.78	.00	.00	.00	.00	.00	1,940.57
30918	PARKHILL, MARTY E.	2,759.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,890.32
31077	PETERSBURG, RYAN W.	2,757.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,574.73
Total LINE DEPARTMENT:											
		9	23,313.14	754.50	.00	433.83	.00	.00	.00	.00	15,170.90
30976	MADSEN, TODD M.	1,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,150.75
31188	PASCHKE, RODNEY A.	1,646.91	84.00	.00	114.90	.00	.00	.00	.00	.00	1,180.46
Total METER DEPARTMENT:											
		2	3,240.51	164.00	.00	114.90	.00	.00	.00	.00	2,331.21
60421	WETZLER, KARLA J.	2,593.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,872.46
Total PLANNING/ZONING:											
		1	2,593.60	80.00	.00	.00	.00	.00	.00	.00	1,872.46
40540	ARENDTS, PEGGY J.	2,037.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,263.17
41435	ARONSON, AUSSA A.	1,412.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,025.48
41360	DURNELL, KAYCE J.	1,476.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,053.46
41390	NOWELL, TANNER J.	1,422.90	80.00	.00	.00	.00	.00	.00	.00	.00	1,032.04
41074	SCHULZ, RHONDA F.	1,659.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,059.15
41207	WINDSCHITL, JOAN E.	1,662.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,051.70
Total POLICE DEPARTMENT-D:											
		6	9,671.71	480.00	.00	.00	.00	.00	.00	.00	6,485.00
41430	BASINGER, RYAN A.	2,088.68	84.00	.00	.00	.00	.00	.00	.00	.00	1,544.43
41191	HOUGE, CLINTON J.	2,391.15	85.00	40.95	.00	.00	.00	.00	.00	.00	1,671.44
41453	LEHMAN, MICHEAL L.	2,108.18	83.00	111.38	.00	.00	.00	.00	.00	.00	1,559.30
41230	MC KINLEY, ERIC K.	2,417.80	84.00	.00	.00	.00	.00	.00	.00	.00	1,756.82
41110	MORK, SHILOH B.	2,930.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,947.69
41275	PETERSEN, ADAM R.	3,020.10	98.00	600.18	.00	.00	.00	.00	.00	.00	2,184.40
41225	PRITCHARD, BRANDON D.	2,296.20	84.00	.00	.00	.00	.00	.00	.00	.00	1,620.14
41190	QUEEN, PHILLIP D.	2,400.00	.00	.00	.00	.00	.00	.00	2,400.00	.00	1,944.18
41426	ROSE, DYLAN M.	2,648.78	97.25	492.30	.00	.00	.00	.00	.00	.00	1,874.85
41450	THUMMA, STEVEN L.	2,476.75	96.50	449.63	.00	.00	.00	.00	.00	.00	1,623.10
Total POLICE DEPARTMENT-O:											
		10	24,778.04	791.75	1,694.44	.00	.00	.00	2,400.00	.00	17,726.35

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
50891	BAUER, LANNY R.	2,220.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,506.66
70980	HARMS, BRIAN K.	1,500.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,094.13
70975	LESHER, BREANNE M.	1,692.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,158.64
Total PUBLIC GROUNDS:											
		3	5,412.03	240.00	.00	.00	.00	.00	.00	.00	3,761.43
61200	ALCAZAR, MATTHEW D.	1,900.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,333.21
61068	HISLER, KATHY J.	552.42	40.50	.00	.00	.00	.00	.00	.00	.00	409.26
20025	WETZLER, KENNETH L.	3,173.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,931.87
Total PUBLIC WORKS:											
		3	5,626.83	200.50	.00	.00	.00	.00	.00	.00	3,674.34
81656	ASKLUND, JOSIE L.	46.50	6.00	.00	.00	.00	.00	.00	.00	42.95	.00
81653	BINDER, MEREDITH K.	46.50	6.00	.00	.00	.00	.00	.00	.00	42.95	.00
81495	FLAWS, ALLIE V.	140.00	14.00	.00	.00	.00	.00	.00	.00	129.29	.00
70100	FLAWS, LARRY J.	2,137.25	82.00	.00	77.25	.00	.00	.00	.00	.00	1,403.17
81661	FOLKERDS, MAKAYLA N.	46.50	6.00	.00	.00	.00	.00	.00	.00	42.95	.00
81649	GALLETINE, MORGAN R.	147.25	19.00	.00	.00	.00	.00	.00	.00	134.87	.00
70107	GLASCOCK, MARK A.	1,501.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,008.67
70111	HARFST, KENT E.	4,246.40	80.00	.00	.00	.00	.00	1,019.20	.00	.00	2,803.83
81602	HARFST, MAXWELL K.	77.50	10.00	.00	.00	.00	.00	.00	.00	.00	71.57
81644	HEGGEBO, TRINITY R.	100.75	13.00	.00	.00	.00	.00	.00	.00	.00	86.70
81629	HOOKE, ALEX E.	43.00	5.50	.00	.00	.00	.00	.00	.00	39.71	.00
81623	HOOKE, ISABELLE M.	150.00	19.50	.00	.00	.00	.00	.00	.00	138.52	.00
81604	JUDKINS, TUCKER O.	77.50	10.00	.00	.00	.00	.00	.00	.00	71.57	.00
81552	KEENAN, CORY W.	193.75	15.50	.00	.00	.00	.00	.00	.00	.00	161.20
81637	LASOURD, LINCOLN P.	56.00	7.00	.00	.00	.00	.00	.00	.00	51.72	.00
81651	LINDSTROM, SARAH J.	77.50	10.00	.00	.00	.00	.00	.00	.00	71.57	.00
81479	MC KENZIE, JERRY L.	632.50	55.00	.00	.00	.00	.00	.00	.00	.00	523.33
81594	MCBURNIE, SONYA L.	288.00	24.00	.00	.00	.00	.00	.00	.00	230.47	.00
81567	MOEN, JORDAN R.	600.00	60.00	.00	.00	.00	.00	.00	.00	456.89	.00
81274	PEVESTORF, JESSICA L.	40.00	4.00	.00	.00	.00	.00	.00	.00	36.94	.00
81605	POLAND, MACKENZIE I.	153.75	19.00	.00	.00	.00	.00	.00	.00	.00	139.23
81665	PRUISMANN, LINDA A.	641.25	42.75	.00	.00	.00	.00	.00	.00	.00	485.75
81630	SCOTT, MAKAYLEE R.	16.00	2.00	.00	.00	.00	.00	.00	.00	14.78	.00
81470	SPELLMEYER, WILLIAM C.	312.50	25.00	.00	.00	.00	.00	.00	.00	262.93	.00
81245	TRUJILLO, MONICA M.	41.00	4.00	.00	.00	.00	.00	.00	.00	.00	35.29
81643	WHITEHILL, AUDRIANA G.	139.50	18.00	.00	.00	.00	.00	.00	.00	127.83	.00
81650	WILLSON, JACOB B.	69.75	9.00	.00	.00	.00	.00	.00	.00	64.42	.00
Total RECREATION:											
		27	12,022.25	646.25	.00	77.25	.00	.00	1,019.20	.00	1,960.36
51187	BAHRENFUSS, BRANDON D.	2,723.10	84.50	.00	211.89	.00	.00	.00	.00	.00	1,872.40
51189	MACRINNEL, MATTHEW A.	1,684.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.93
51200	McKIBBAN, JACOB D.	1,600.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,137.83
31195	PETERSON, RICK E.	1,925.56	90.00	.00	63.48	.00	.00	.00	.00	.00	1,330.18
51190	RATCLIFF, BRETT D.	1,854.96	82.75	.00	90.96	.00	.00	.00	.00	.00	1,223.22
51195	RODEN, JACOB J.	1,713.13	81.00	.00	31.53	.00	.00	.00	.00	.00	1,173.64
51184	WILLIAMS, ZACHARY W.	2,295.93	90.00	.00	75.69	.00	.00	.00	.00	.00	1,550.68
51124	ZIEGENBEIN, TIMOTHY L.	2,264.78	83.75	.00	148.78	.00	.00	.00	.00	.00	1,502.58
Total STREET DEPARTMENT:											
		8	16,061.47	672.00	.00	622.33	.00	.00	.00	.00	10,991.46

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-00 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-00 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-00 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
30772	DINGMAN, CHAD M.	2,245.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,652.61
30977	JACKSON, JEFFREY S.	2,004.64	88.00	.00	.00	.00	.00	.00	.00	.00	1,357.98
31179	WEST, JOHN A.	1,816.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,301.51
Total WASTEWATER:											
	3	6,067.20	256.00	.00	.00	.00	.00	.00	.00	.00	4,312.10
31189	CHAMBERS, TODD A.	2,071.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,386.76
31200	CONAWAY, WILLIAM D.	2,018.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,485.96
31191	DANIELSON, TIMOTHY E.	3,002.46	81.00	.00	55.26	.00	.00	.00	.00	.00	2,053.30
30358	JOHNSTON, GEORGE A.	1,837.62	80.00	.00	.00	.00	.00	.00	.00	.00	1,153.02
Total WATER PLANT:											
	4	8,929.70	321.00	.00	55.26	.00	.00	.00	.00	.00	6,079.04
Grand Totals:											
	116	152,835.45	5,987.50	1,694.44	1,303.57	.00	.00	3,149.20	2,654.00	3,062.97	102,362.34

RESOLUTION NO. 2019 -

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,
IOWA:**

That we, the City Council of the City of Webster City, Iowa, having examined bills aggregating the sum of \$163,683.09 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DJ'S TROPHY'S (237)							
554705	5	Adjustmen	NAME PLATES/PLAQUE	02/19/2017	11.25-	09/19	100-24-12-5430-299
554705	6	Adjustmen	NAME PLATES/PLAQUE	02/19/2017	37.50-	09/19	601-23-81-5930-299
554705	7	Adjustmen	NAME PLATES/PLAQUE	02/19/2017	22.50-	09/19	602-23-81-5930-299
554705	8	Adjustmen	NAME PLATES/PLAQUE	02/19/2017	3.75-	09/19	603-23-81-5930-299
Total 554705:					75.00-		
554713	2	Adjustmen	ENGRAVE "SAFETY" PLAQUE	03/07/2019	14.45-	09/19	601-23-52-5586-299
Total 554713:					14.45-		
Total DJ'S TROPHY'S (237):					89.45-		
SCHLOTFELDT ENGINEERING, INC. (836)							
26596	2	Adjustmen	SURVEY OLD HOSPITAL PROPERTY	03/12/2019	1,086.00-	09/19	100-24-18-5470-212
Total 26596:					1,086.00-		
NO. 2 03111	2	Adjustmen	Eng Fees - WILLSON BREWER PARK CABIN	03/11/2019	17,993.48-	09/19	534-23-42-5221-212
Total NO. 2 031119:					17,993.48-		
Total SCHLOTFELDT ENGINEERING, INC. (836):					19,079.48-		
Total 03/18/2019:					19,168.93-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DJ'S TROPHY'S (237)							
554705+	1	Invoice	NAME PLATES/PLAQUE	02/19/2019	11.25	09/19	100-24-12-5430-299
554705+	2	Invoice	NAME PLATES/PLAQUE	02/19/2019	37.50	09/19	601-23-81-5930-299
554705+	3	Invoice	NAME PLATES/PLAQUE	02/19/2019	22.50	09/19	602-23-81-5930-299
554705+	4	Invoice	NAME PLATES/PLAQUE	02/19/2019	3.75	09/19	603-23-81-5930-299
Total 554705+:					75.00		
554713+	1	Invoice	ENGRAVE "SAFETY" PLAQUE	03/07/2019	14.45	09/19	601-23-52-5586-299
Total 554713+:					14.45		
Total DJ'S TROPHY'S (237)					89.45		
Total 03/25/2019:					89.45		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HERITAGE WOODWORKS, INC. (6761)							
031119	1	Invoice	2018 WILSON BREWER PARK CABIN DISMA	03/11/2019	17,993.48	09/19	534-23-42-5221-299
Total 031119					17,993.48		
Total HERITAGE WOODWORKS, INC. (6761):					17,993.48		
SCHLOTFELDT ENGINEERING, INC. (836)							
26596+	1	Invoice	SURVEY OLD HOSPITAL PROPERTY	03/12/2019	1,086.00	09/19	100-24-18-5470-212
Total 26596+					1,086.00		
Total SCHLOTFELDT ENGINEERING, INC. (836):					1,086.00		
Total 03/26/2019:					19,079.48		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ADVANCED SYSTEMS, INC. (18)							
667964	1	Invoice	COPIER MAINTENANCE/COPY CHARGE	03/13/2019	5.97	10/19	100-24-14-5435-225
667964	2	Invoice	COPIER MAINTENANCE/COPY CHARGE	03/13/2019	43.09	10/19	601-23-80-5931-225
667964	3	Invoice	COPIER MAINTENANCE/COPY CHARGE	03/13/2019	13.25	10/19	602-23-80-5931-225
667964	4	Invoice	COPIER MAINTENANCE/COPY CHARGE	03/13/2019	3.98	10/19	603-23-80-5931-225
Total 667964:					66.29		
Total ADVANCED SYSTEMS, INC. (18):					66.29		
ALTEC INDUSTRIES, INC. (35)							
50377931	1	Invoice	DIAGNOSE HYRAULIC LEAK - TK#10	03/13/2019	66.17	10/19	601-23-52-5935-227
Total 50377931:					66.17		
Total ALTEC INDUSTRIES, INC. (35):					66.17		
ARNOLD MOTOR SUPPLY (68)							
26NV011052	1	Invoice	EPOXY	03/19/2019	.90	10/19	100-24-12-5430-316
26NV011052	2	Invoice	EPOXY	03/19/2019	3.00	10/19	601-23-81-5921-316
26NV011052	3	Invoice	EPOXY	03/19/2019	1.80	10/19	602-23-81-5921-316
26NV011052	4	Invoice	EPOXY	03/19/2019	.29	10/19	603-23-81-5921-316
Total 26NV011052:					5.99		
Total ARNOLD MOTOR SUPPLY (68):					5.99		
ARTHUR J. GALLAGHER RISK (6051)							
032619	1	Invoice	AIRPORT LIABILITY INSURANCE	03/26/2019	1,296.00	10/19	205-23-45-5372-217
Total 032619:					1,296.00		
Total ARTHUR J. GALLAGHER RISK (6051):					1,296.00		
AVAILA BANK (6318)							
032619	1	Invoice	FULLER HALL INTEREST PYMT	03/26/2019	4,427.19	10/19	300-22-98-5295-911
032619	2	Invoice	FULLER HALL PRINCIPAL PYMT	03/26/2019	4,727.11	10/19	300-22-98-5295-910
Total 032619:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
B & B REPAIR (83)							
0040278	1	Invoice	2 TIRES FOR MOWER	03/19/2019	72.54	10/19	602-23-61-5935-314
Total 0040278:					72.54		
Total B & B REPAIR (83):					72.54		
BALDWIN POLE & PILING (6281)							
4761	1	Invoice	UTILITY POLES (10=45')	03/14/2019	4,654.50	10/19	601-23-52-5935-871
Total 4761:					4,654.50		
Total BALDWIN POLE & PILING (6281):					4,654.50		
BARCO MUNICIPAL PRODUCTS, INC. (88)							
IN-232316	1	Invoice	(2) 1 LANE AHEAD & (4) ROLL-UP WORK AH	03/15/2019	887.52	10/19	100-21-30-5120-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total IN-232316:					887.52		
Total BARCO MUNICIPAL PRODUCTS, INC. (88):					887.52		
BLACK HILLS ENERGY (3466)							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	03/21/2019	630.88	10/19	100-23-42-5371-234
Total 2074931097 03/21/19:					630.88		
4752063290	1	Invoice	GAS UTILITY/DEPOT	03/15/2019	31.35	10/19	100-22-42-5221-234
Total 4752063290 03/15/19:					31.35		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	03/15/2019	423.42	10/19	100-22-42-5233-234
Total 5470636360 03/15/19:					423.42		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	03/15/2019	613.88	10/19	100-21-22-5140-234
Total 5542531803 03/15/19:					613.88		
6886529163	1	Invoice	GAS UTILITY/POOL	03/22/2019	34.12	10/19	100-22-42-5242-234
Total 6886529163 03/22/19:					34.12		
7824805624	1	Invoice	GAS UTILITY/WWTP	03/22/2019	1,974.19	10/19	603-23-70-5642-234
Total 7824805624 03/22/19:					1,974.19		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	03/15/2019	417.31	10/19	100-22-42-5280-234
Total 8081102404 03/15/19:					417.31		
963440709 0	1	Invoice	GAS UTILITY/STREET DEPT	03/22/2019	520.87	10/19	204-23-30-5310-234
Total 963440709 03/22/19:					520.87		
Total BLACK HILLS ENERGY (3466):					4,646.02		
BOLTON & MENK INC. (106)							
0230332	1	Invoice	PROFESS SVS - EVALUATION of WW Treatm	02/28/2019	7,012.50	10/19	603-23-70-5652-860
Total 0230332:					7,012.50		
Total BOLTON & MENK INC. (106):					7,012.50		
BOMGAARS (5166)							
62444371	1	Invoice	BOLTS & NUTS + SAW BLADE ~ SWEAZEY S	03/08/2019	22.67	10/19	601-23-51-5566-318
Total 62444371:					22.67		
62445213	1	Invoice	DIESEL EXHAUST FLUID	03/11/2019	11.99	10/19	602-23-61-5935-315
Total 62445213:					11.99		
62445385	1	Invoice	SCREWDRIVERS-NUT DRIVERS-VISE GRIP-	03/12/2019	66.18	10/19	602-23-61-5642-311

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62445385:					66.18		
62445634	1	Invoice	MISC TOOLS & BITS	03/13/2019	66.69	10/19	601-23-52-5588-311
62445634	2	Invoice	3 ELECTRICAL BOXES FOR CEMETERY	03/13/2019	6.97	10/19	100-23-42-5371-318
Total 62445634:					73.66		
62445729	1	Invoice	LOCK & KEYS FOR MOSQUITO BOX	03/13/2019	24.91	10/19	100-22-30-5230-318
62445729	2	Invoice	GLOVES FOR RODEN & MCKIBBIN	03/13/2019	25.52	10/19	204-23-30-5310-312
62445729	3	Invoice	GLOVES FOR RODEN & MCKIBBIN	03/13/2019	7.76	10/19	602-23-62-5662-312
62445729	4	Invoice	GLOVES FOR RODEN & MCKIBBIN	03/13/2019	3.70	10/19	603-23-71-5662-312
62445729	5	Invoice	MISC OPERATING SUPPLIES-STREET DEPT	03/13/2019	141.89	10/19	204-23-30-5310-318
Total 62445729:					203.78		
62445744	1	Invoice	PLUMBING PARTS	03/13/2019	21.95	10/19	100-23-42-5371-310
Total 62445744:					21.95		
62445759	1	Invoice	BEARINGS & PILLOW BLOCKS	03/13/2019	24.56	10/19	601-23-52-5588-318
Total 62445759:					24.56		
62446002	1	Invoice	BULK BOLTS	03/14/2019	1.44	10/19	601-23-52-5588-318
Total 62446002:					1.44		
62446245	1	Invoice	CUT IN BOX & WALL PLATE FOR CEMETERY	03/15/2019	3.27	10/19	100-23-42-5371-318
Total 62446245:					3.27		
62447054	1	Invoice	MISC SUPPLIES TO BE USED @ CEMETERY	03/18/2019	22.00	10/19	100-23-42-5371-318
Total 62447054:					22.00		
62447422	1	Invoice	20 VOLT CHAINSAW	03/19/2019	75.89	10/19	204-23-30-5310-311
62447422	2	Invoice	20 VOLT CHAINSAW	03/19/2019	23.10	10/19	602-23-62-5662-311
62447422	3	Invoice	20 VOLT CHAINSAW	03/19/2019	11.00	10/19	603-23-71-5662-318
Total 62447422:					109.99		
62447585	1	Invoice	AA & AAA BATTERIES FOR SHOP	03/20/2019	29.98	10/19	204-23-30-5310-318
62447585	2	Invoice	REPLACEMENT MAILBOX HIT BY SNOW PL	03/20/2019	59.99	10/19	204-23-30-5320-318
Total 62447585:					89.97		
Total BOMGAARS (5165):					651.46		
BORDER STATES INDUSTRIES INC (6530)							
917367901	1	Invoice	TRANSMISSION SOCKET ADAPTERS (Part#	03/22/2019	227.38	10/19	601-23-52-5588-318
Total 917367901:					227.38		
Total BORDER STATES INDUSTRIES INC (6530):					227.38		
CAPITAL SANITARY SUPPLY (6096)							
C277198	1	Invoice	4X6 MAT	03/11/2019	104.00	10/19	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total C277198:					104.00		
C278363	1	Invoice	CLEANING SUPPLIES - FULLER HALL	03/20/2019	126.22	10/19	100-22-42-5233-318
Total C278363:					126.22		
Total CAPITAL SANITARY SUPPLY (6096):					230.22		
CASADY BROTHERS IMP. (145)							
54395W	1	Invoice	KUBOTA MOWER PARTS	03/06/2019	253.32	10/19	100-22-42-5210-314
Total 54395W:					253.32		
54396W	1	Invoice	KUBOTA MOWER PARTS	03/06/2019	34.35	10/19	100-22-42-5210-314
Total 54396W:					34.35		
54445W	1	Invoice	KUBOTA MOWER PARTS	03/13/2019	80.80	10/19	100-22-42-5210-314
Total 54445W:					80.80		
54446W	1	Invoice	NEW HOLLAND TRACTOR LATCH	03/13/2019	123.21	10/19	100-23-42-5371-314
Total 54446W:					123.21		
54447W	1	Invoice	TRIMMER/POLE SAW PARTS	03/13/2019	31.76	10/19	100-22-42-5210-315
Total 54447W:					31.76		
54449W	1	Invoice	HYD COUPLERS = ST#56	03/13/2019	413.30	10/19	204-23-30-5310-314
Total 54449W:					413.30		
Total CASADY BROTHERS IMP. (145):					936.74		
CENTRAL IOWA BLDG SUPPLY (1298)							
10075706	1	Invoice	STEEL ANGLE IRON	02/18/2019	152.96	10/19	100-23-42-5371-310
Total 10075706:					152.96		
10076015	1	Invoice	STEEL PLATE	03/12/2019	10.15	10/19	100-23-42-5371-310
Total 10076015:					10.15		
10076036	1	Invoice	ROUND ROD	03/18/2019	39.45	10/19	601-23-52-5588-318
Total 10076036:					39.45		
Total CENTRAL IOWA BLDG SUPPLY (1298):					202.56		
CENTRAL IOWA DISTRIBUTING, INC (153)							
177941	1	Invoice	CLEANING SUPPLIES-FULLER HALL	03/19/2019	245.70	10/19	100-22-42-5233-318
Total 177941:					245.70		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					245.70		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CHIZEK LAW OFFICE (5715)							
032719	1	Invoice	CITY ATTORNEY FEES/APRIL 2019	03/27/2019	1,083.33	10/19	100-24-13-5460-212
032719	2	Invoice	CITY ATTORNEY FEES/APRIL 2019	03/27/2019	2,979.17	10/19	601-24-13-5460-212
032719	3	Invoice	CITY ATTORNEY FEES/APRIL 2019	03/27/2019	677.08	10/19	602-24-13-5460-212
032719	4	Invoice	CITY ATTORNEY FEES/APRIL 2019	03/27/2019	677.09	10/19	603-24-13-5460-212
Total 032719:					5,416.67		
Total CHIZEK LAW OFFICE (5715):					5,416.67		
CINTAS CORPORATION (6330)							
762663532	1	Invoice	FR CLOTHING/UNIFORM RENTAL	03/11/2019	14.72	10/19	601-23-51-5566-312
762663532	2	Invoice	FR CLOTHING/UNIFORM RENTAL	03/11/2019	51.69	10/19	601-23-52-5588-312
762663532	3	Invoice	FR CLOTHING/UNIFORM RENTAL	03/11/2019	7.92	10/19	601-23-80-5905-312
762663532	4	Invoice	FR CLOTHING/UNIFORM RENTAL	03/11/2019	7.92	10/19	602-23-80-5903-312
Total 762663532:					82.25		
762665020	1	Invoice	FR CLOTHING/UNIFORM RENTAL	03/18/2019	14.72	10/19	601-23-51-5566-312
762665020	2	Invoice	FR CLOTHING/UNIFORM RENTAL	03/18/2019	51.69	10/19	601-23-52-5588-312
762665020	3	Invoice	FR CLOTHING/UNIFORM RENTAL	03/18/2019	7.92	10/19	601-23-80-5905-312
762665020	4	Invoice	FR CLOTHING/UNIFORM RENTAL	03/18/2019	7.92	10/19	602-23-80-5903-312
Total 762665020:					82.25		
Total CINTAS CORPORATION (6330):					164.50		
CITY OF WEBSTER CITY (176)							
031519 605	1	Invoice	CITY UTILITIES-605 SECOND STREET	03/15/2019	171.38	10/19	100-23-36-5397-233
Total 031519 605 2ND:					171.38		
032519	1	Invoice	CITY UTILITIES	03/25/2019	1,104.42	10/19	100-24-36-5480-233
032519	2	Invoice	CITY UTILITIES	03/25/2019	788.87	10/19	601-23-36-5480-233
032519	3	Invoice	CITY UTILITIES	03/25/2019	631.10	10/19	602-23-36-5480-233
032519	4	Invoice	CITY UTILITIES	03/25/2019	631.09	10/19	603-23-36-5480-233
032519	5	Invoice	CITY UTILITIES	03/25/2019	1,149.53	10/19	100-21-22-5140-233
032519	6	Invoice	CITY UTILITIES	03/25/2019	801.45	10/19	204-23-30-5310-233
032519	7	Invoice	CITY UTILITIES	03/25/2019	818.02	10/19	100-21-30-5120-233
032519	8	Invoice	CITY UTILITIES	03/25/2019	193.57	10/19	602-23-62-5662-233
032519	9	Invoice	CITY UTILITIES	03/25/2019	591.56	10/19	803-23-71-5662-233
032519	10	Invoice	CITY UTILITIES	03/25/2019	14,345.36	10/19	603-23-70-5642-233
032519	11	Invoice	CITY UTILITIES	03/25/2019	10,073.02	10/19	100-21-30-5160-233
032519	12	Invoice	CITY UTILITIES	03/25/2019	329.35	10/19	100-22-42-5221-233
032519	13	Invoice	CITY UTILITIES	03/25/2019	292.41	10/19	100-22-42-5210-233
032519	14	Invoice	CITY UTILITIES	03/25/2019	25.43	10/19	100-22-42-5210-233
032519	15	Invoice	CITY UTILITIES	03/25/2019	490.36	10/19	100-22-42-5222-233
032519	16	Invoice	CITY UTILITIES	03/25/2019	4,733.99	10/19	100-22-42-5233-233
032519	17	Invoice	CITY UTILITIES	03/25/2019	403.48	10/19	100-23-42-5371-233
032519	18	Invoice	CITY UTILITIES	03/25/2019	7,715.30	10/19	602-23-60-5601-233
032519	19	Invoice	CITY UTILITIES	03/25/2019	210.90	10/19	601-23-51-5566-233
032519	20	Invoice	CITY UTILITIES	03/25/2019	217.29	10/19	601-23-52-5588-233
032519	21	Invoice	CITY UTILITIES	03/25/2019	210.90	10/19	601-23-52-5586-233
032519	22	Invoice	CITY UTILITIES	03/25/2019	1,623.02	10/19	602-23-61-5642-233
032519	23	Invoice	CITY UTILITIES	03/25/2019	432.73	10/19	100-23-43-5361-233
032519	24	Invoice	CITY UTILITIES	03/25/2019	561.76	10/19	100-22-42-5280-233
032519	25	Invoice	CITY UTILITIES	03/25/2019	361.23	10/19	100-21-22-5140-233

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 032519:					48,736.14		
032519 WEL	1	Invoice	CITY UTILITIES/well #8	03/25/2019	1,675.86	10/19	602-23-60-5601-233
Total 032519 WELL #8:					1,675.86		
Total CITY OF WEBSTER CITY (176):					50,583.38		
COMBINED SYSTEMS TECH, INC. (4548)							
131403	1	Invoice	VMWARE LICENSING FOR NEW SERVER	03/14/2019	426.13	10/19	100-24-16-5420-215
131403	2	Invoice	VMWARE LICENSING FOR NEW SERVER	03/14/2019	1,562.49	10/19	601-24-16-5930-215
131403	3	Invoice	VMWARE LICENSING FOR NEW SERVER	03/14/2019	426.13	10/19	802-24-16-5930-215
131403	4	Invoice	VMWARE LICENSING FOR NEW SERVER	03/14/2019	426.14	10/19	603-24-16-5930-215
Total 131403:					2,840.89		
Total COMBINED SYSTEMS TECH, INC. (4548):					2,840.89		
CORN BELT POWER COOP, INC. (197)							
13496	1	Invoice	TAPE READINGS & REPORTS	03/14/2019	40.00	10/19	601-23-51-5566-299
Total 13496:					40.00		
Total CORN BELT POWER COOP, INC. (197):					40.00		
COUNSEL OFFICE & DOCUMENT (3995)							
34AR378193	1	Invoice	LEASE AGREEMENT & COPY CHARGE-STR	03/11/2019	28.04	10/19	204-23-30-5310-225
Total 34AR378193:					28.04		
Total COUNSEL OFFICE & DOCUMENT (3995):					28.04		
CRESCENT ELECTRIC SUPPLY (203)							
S506270600	1	Invoice	3 LED FIXTURES	03/08/2019	385.13	10/19	100-23-42-5371-310
Total S506270600.001:					385.13		
Total CRESCENT ELECTRIC SUPPLY (203):					385.13		
DAILY FREEMAN JOURNAL, INC. (211)							
4739	1	Invoice	LEGAL PUBL - UND GRD CONVERSION PRO	03/14/2019	112.93	10/19	601-23-52-5588-871
Total 4739:					112.93		
4741	1	Invoice	LEGAL PUBL - UND GRD CONVERSION PRO	03/14/2019	101.15	10/19	601-23-52-5588-871
Total 4741:					101.15		
4758	1	Invoice	CM 02/18//2019	03/07/2019	320.13	10/19	100-24-14-5435-210
Total 4758:					320.13		
4776	1	Invoice	ORD 2019-1819/SIDEWALKS	03/12/2019	26.57	10/19	100-21-18-5190-210
Total 4776:					26.57		
4777	1	Invoice	ORD 2019-1818/SSMID	03/12/2019	107.01	10/19	260-23-36-5393-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 4777:					107.01		
4780	1	Invoice	CM 03/04/2019	03/13/2019	261.21	10/19	100-24-14-5435-210
Total 4780:					261.21		
Total DAILY FREEMAN JOURNAL, INC. (211):					929.00		
DOOLITTLE OIL COMPANY, INC. (243)							
33180	1	Invoice	75W90 OIL	03/12/2019	260.58	10/19	603-23-70-5935-315
Total 33180:					260.58		
68079 & 680	1	Invoice	GAS REPORT	03/15/2019	896.11	10/19	100-21-21-5110-315
68079 & 680	2	Invoice	GAS REPORT	03/15/2019	36.31	10/19	100-21-22-5140-315
68079 & 680	3	Invoice	GAS REPORT	03/15/2019	106.02	10/19	204-23-30-5310-315
68079 & 680	4	Invoice	GAS REPORT	03/15/2019	104.19	10/19	603-23-70-5935-315
68079 & 680	5	Invoice	GAS REPORT	03/15/2019	69.34	10/19	602-23-61-5935-315
68079 & 680	6	Invoice	GAS REPORT	03/15/2019	42.88	10/19	100-21-18-5190-315
68079 & 680	7	Invoice	GAS REPORT	03/15/2019	306.55	10/19	601-23-52-5935-315
68079 & 680	8	Invoice	GAS REPORT	03/15/2019	78.46	10/19	601-23-80-5935-315
68079 & 680	9	Invoice	GAS REPORT	03/15/2019	78.46	10/19	602-23-80-5935-315
68079 & 680	10	Invoice	GAS REPORT	03/15/2019	111.31	10/19	100-23-42-5371-315
68079 & 680	11	Invoice	GAS REPORT	03/15/2019	334.37	10/19	100-24-14-5435-315
68079 & 680	12	Invoice	GAS REPORT	03/15/2019	178.13	10/19	100-21-22-5140-315
68079 & 680	13	Invoice	GAS REPORT	03/15/2019	1,890.95	10/19	204-23-30-5310-315
68079 & 680	14	Invoice	GAS REPORT	03/15/2019	129.09	10/19	602-23-61-5935-315
68079 & 680	15	Invoice	GAS REPORT	03/15/2019	578.20	10/19	601-23-52-5935-315
68079 & 680	16	Invoice	GAS REPORT	03/15/2019	736.63	10/19	100-24-14-5435-315
Total 68079 & 68080:					5,677.00		
Total DOOLITTLE OIL COMPANY, INC. (243):					5,937.58		
ELECTRONIC ENGINEERING-D M (260)							
552001083-1	1	Invoice	CABLE FOR VEHICLE	03/08/2019	52.32	10/19	100-21-21-5110-314
Total 552001083-1:					52.32		
Total ELECTRONIC ENGINEERING-D M (260)					52.32		
G & L CLOTHING (6099)							
2-197617	1	Invoice	CREDIT FOR 6 HI-VIS SHIRTS	03/26/2019	593.21	10/19	601-23-52-5588-312
Total 2-197617:					593.21		
2-749573+	1	Invoice	3-in-1HOOD + 3 HOODED SWEATSHIRTS (Da	03/14/2019	658.05	10/19	601-23-52-5588-312
2-749573+	2	Invoice	ROD SWEATSHIRT & TODD'S 3/1 HOOD	03/14/2019	85.87	10/19	601-23-80-5905-312
2-749573+	3	Invoice	ROD SWEATSHIRT & TODD'S 3/1 HOOD	03/14/2019	85.87	10/19	602-23-80-5903-312
Total 2-749573+:					829.79		
2-749573++	1	Invoice	5 HIVIS SHIRTS FOR PASCHKE	03/21/2019	184.58	10/19	601-23-80-5905-312
2-749573++	2	Invoice	5 HIVIS SHIRTS FOR PASCHKE	03/21/2019	184.57	10/19	602-23-80-5903-312
Total 2-749573++:					369.15		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total G & L CLOTHING (6099):					605.73		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
012136734	1	Invoice	COAT & PATCHES/BASINGER	03/06/2019	273.99	10/19	100-21-21-5110-312
Total 012136734:					273.99		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					273.99		
GRIMES ASPHALT & PAVING CORP. (1837)							
15789	1	Invoice	Cold mix 6.48 TON	03/15/2019	946.08	10/19	204-23-30-5310-318
Total 15789:					946.08		
Total GRIMES ASPHALT & PAVING CORP. (1837):					946.08		
HACH COMPANY (362)							
11382925	1	Invoice	DIGITAL TITRATOR	03/15/2019	424.62	10/19	602-23-61-5642-319
Total 11382925:					424.62		
11384989	1	Invoice	TOTAL CHLORINE PACKETS	03/18/2019	186.00	10/19	602-23-61-5642-319
Total 11384989:					186.00		
Total HACH COMPANY (362):					610.62		
HALL'S SAFETY EQUIPMENT CORP (365)							
6610-1	1	Invoice	PLASTIC HOOKS FOR BUCKET TRK	03/12/2019	64.50	10/19	601-23-52-5935-314
Total 6610-1:					64.50		
Total HALL'S SAFETY EQUIPMENT CORP (365):					64.50		
HAMILTON COUNTY ABSTRACTING (367)							
961296	1	Invoice	ABSTRACT FEE/921 JAMES STREET	03/18/2019	345.00	10/19	100-21-18-5190-212
Total 961296:					345.00		
961300	1	Invoice	ABSTRACT FEE/1421 SECOND STREET	03/18/2019	315.00	10/19	100-21-18-5190-212
Total 961300:					315.00		
961301	1	Invoice	ABSTRACT FEE/827 WATER STREET	03/18/2019	385.00	10/19	100-21-18-5190-212
Total 961301:					385.00		
961308	1	Invoice	ABSTRACT FEE/806 STOCKDALE STREET	03/18/2019	335.00	10/19	100-21-18-5190-212
Total 961308:					335.00		
Total HAMILTON COUNTY ABSTRACTING (367):					1,380.00		
HAMILTON COUNTY SOLID WASTE (376)							
276245	1	Invoice	TRASH	03/14/2019	68.40	10/19	601-23-52-5588-236
Total 276245:					68.40		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total HAMILTON COUNTY SOLID WASTE (375):					68.40		
HAWKINS, INC. (3668)							
4458921	1	Invoice	Chlorine	03/12/2019	1,655.00	10/19	602-23-61-5642-318
Total 4458921:					1,655.00		
4460006	1	Invoice	CL2 EJECTOR	03/12/2019	575.00	10/19	602-23-61-5641-318
Total 4460006:					575.00		
4460836	1	Invoice	SODIUM ALUMINATE	03/11/2019	2,536.24	10/19	603-23-70-5641-318
Total 4460836:					2,536.24		
Total HAWKINS, INC. (3668):					4,766.24		
HDR, INC. (6796)							
1200171407	1	Invoice	AIRPORT ENG EVAL/JEO CONTRACT	02/07/2019	1,500.00	10/19	205-23-45-5372-880
Total 1200171407:					1,500.00		
Total HDR, INC. (6796):					1,500.00		
HOWARD, CINDY (6793)							
031519	1	Invoice	ENERGY EFFICIENCY REBATE	03/15/2019	75.00	10/19	601-23-36-5930-979
031519	2	Invoice	CORN BELT EE RESIDENTIAL REBATE	03/15/2019	25.00	10/19	601-23-53-5930-979
Total 031519:					100.00		
Total HOWARD, CINDY (6793):					100.00		
HY-VEE ACCOUNTS RECEIVABLE (424)							
4802326437	1	Invoice	SUPPLIES FOR SENIOR BINGO	03/21/2019	76.73	10/19	100-22-42-5233-318
Total 4802326437:					76.73		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					76.73		
inTANDEM (6526)							
2023	1	Invoice	RETAINER/APRIL 2019	03/26/2019	312.00	10/19	100-24-12-5430-299
2023	2	Invoice	RETAINER/APRIL 2019	03/26/2019	1,040.00	10/19	601-23-81-5930-299
2023	3	Invoice	RETAINER/APRIL 2019	03/26/2019	624.00	10/19	602-23-81-5930-299
2023	4	Invoice	RETAINER/APRIL 2019	03/26/2019	104.00	10/19	603-23-81-5930-299
Total 2023:					2,080.00		
Total inTANDEM (6526):					2,080.00		
IOWA ASSN OF MUNICIPAL UTILITY (451)							
19425	1	Invoice	EIA-861 REPORT	03/25/2019	150.00	10/19	601-23-52-5930-215
Total 19425:					150.00		
Total IOWA ASSN OF MUNICIPAL UTILITY (451):					150.00		
IOWA PUMP WORKS (5255)							
00006484	1	Invoice	WORK ON EASTSIDE LIFT STATION	03/11/2019	5,034.49	10/19	603-23-70-5653-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 00006484:					5,034.49		
00006485	1	Invoice	3/7/19 SERVICE CALL-FIXED CHECK VALVE	03/11/2019	1,825.00	10/19	603-23-70-5653-299
Total 00006485:					1,825.00		
Total IOWA PUMP WORKS (5255):					6,859.49		
JEO CONSULTING GROUP INC (6285)							
108537	1	Invoice	ENGR AIRPORT TAXWAY PROJECT	03/14/2019	16,797.36	10/19	205-23-45-5372-880
Total 108537:					16,797.36		
Total JEO CONSULTING GROUP INC (6285):					16,797.36		
KIRBY, JESSICA & KYLE (6794)							
032019	1	Invoice	ELECTRIC REFUND	03/20/2019	81.60	10/19	601-23-80-5903-980
Total 032019:					81.60		
Total KIRBY, JESSICA & KYLE (6794):					81.60		
LAMPERT'S (564)							
24317639	1	Invoice	MASONRY BLADE	03/20/2019	5.99	10/19	100-23-42-5371-318
Total 24317639:					5.99		
Total LAMPERT'S (564):					5.99		
MAINTAINER CORPORATION OF IOWA, INC (6795)							
000712	1	Invoice	HANDLE FOR R-35	02/28/2019	36.26	10/19	100-21-22-5140-314
Total 000712:					36.26		
Total MAINTAINER CORPORATION OF IOWA, INC (6795):					36.26		
MARTIN MARIETTA MATERIALS (601)							
25350738	1	Invoice	2 LOADS OS 1" CLEAN ROCK	03/14/2019	339.75	10/19	601-23-52-5588-318
Total 25350738:					339.75		
Total MARTIN MARIETTA MATERIALS (601):					339.75		
MC FARLAND CLINIC PC (609)							
2461447	1	Invoice	PRE-EMPLOYMENT PHYSICALS/OFFICERS	03/12/2019	1,834.00	10/19	100-21-21-5110-319
Total 2461447:					1,834.00		
Total MC FARLAND CLINIC PC (609):					1,834.00		
MIDLAND NATIONAL LIFE INS CO (1678)							
031919	1	Invoice	MIDLAND PREMIUM	03/19/2019	50.00	10/19	902-11215
Total 031919:					50.00		
Total MIDLAND NATIONAL LIFE INS CO (1678):					50.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MIDWEST ALARM SERVICES (2420)							
298159	1	Invoice	SUBSTATION FIRE INSPECTIONS-BOWMAN	02/28/2019	135.00	10/19	601-23-51-5566-299
Total 298159:					135.00		
298160	1	Invoice	SUBSTATION FIRE INSPECTIONS-PASSWAT	02/28/2019	135.00	10/19	601-23-51-5566-299
Total 298160:					135.00		
298161	1	Invoice	SUBSTATION FIRE INSPECTIONS-SWEAZEY	02/28/2019	135.00	10/19	601-23-51-5566-299
Total 298161:					135.00		
Total MIDWEST ALARM SERVICES (2420):					405.00		
NAPA AUTO PARTS (677)							
867588	1	Invoice	FUEL & DIESEL TREATMENT	02/28/2019	344.25	10/19	204-23-30-5310-315
Total 867588:					344.25		
868529	1	Invoice	HORN - ST#26	03/14/2019	22.74	10/19	204-23-30-5310-314
Total 868529:					22.74		
868530	1	Invoice	5W30 OIL	03/14/2019	110.16	10/19	204-23-30-5310-315
Total 868530:					110.16		
869038	1	Invoice	STOCK PARTS - MULTIPLE FILTERS	03/21/2019	327.99	10/19	204-23-30-5310-314
Total 869038:					327.99		
869043	1	Invoice	PURPLE POWER	03/21/2019	6.74	10/19	204-23-30-5310-314
Total 869043:					6.74		
869235	1	Invoice	OIL FILTER	03/25/2019	6.21	10/19	602-23-61-5935-314
Total 869235:					6.21		
Total NAPA AUTO PARTS (677):					818.09		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-422272	1	Invoice	SPARK PLUGS & FITTING	03/11/2019	31.97	10/19	204-23-30-5310-314
Total 0357-422272:					31.97		
0357-422274	1	Invoice	BATTERY CORE RETURN	03/11/2019	18.00-	10/19	100-22-42-5210-314
Total 0357-422274:					18.00-		
0357-422555	1	Invoice	WIRE LOOM - CROSS CHAIN - LACLEDE	03/14/2019	266.14	10/19	204-23-30-5310-314
Total 0357-422555:					266.14		
0357-422589	1	Invoice	WIPER BLADES	03/14/2019	45.73	10/19	601-23-52-5935-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 0357-422589:					45.73		
0357-422987	1	Invoice	IGN LOCK CYCLE	03/18/2019	31.67	10/19	204-23-30-5310-314
Total 0357-422987:					31.67		
0357-422988	1	Invoice	STARTER SWITCH	03/18/2019	102.18	10/19	204-23-30-5310-314
Total 0357-422988:					102.18		
0357-422995	1	Invoice	SHOCK FRONT & DOOR PIN BUSHING KIT	03/18/2019	72.55	10/19	204-23-30-5310-314
Total 0357-422995:					72.55		
Total O'REILLY AUTOMOTIVE, INC. (727):					532.24		
PITNEY BOWES-RESERVE ACCT (758)							
032719	1	Invoice	PREPAID POSTAGE	03/27/2019	3,500.00	10/19	100-11210
Total 032719:					3,500.00		
Total PITNEY BOWES-RESERVE ACCT (758):					3,500.00		
PRESTO-X-COMPANY INC. (774)							
2383967	1	Invoice	PEST CONTROL/SENIOR CENTER	03/14/2019	43.00	10/19	100-22-42-5280-299
Total 2383967:					43.00		
2383970	1	Invoice	PEST CONTROL/FULLER HALL	03/14/2019	40.00	10/19	100-22-42-5233-299
Total 2383970:					40.00		
Total PRESTO-X-COMPANY INC. (774):					83.00		
PRINTING SERVICES, INC. (1130)							
668112-0	1	Invoice	MISC OFFICE SUPPLIES	02/14/2019	12.43	10/19	100-24-14-5435-316
668112-0	2	Invoice	MISC OFFICE SUPPLIES	02/14/2019	89.77	10/19	601-23-80-5921-316
668112-0	3	Invoice	MISC OFFICE SUPPLIES	02/14/2019	27.62	10/19	602-23-80-5921-316
668112-0	4	Invoice	MISC OFFICE SUPPLIES	02/14/2019	8.29	10/19	603-23-80-5921-316
Total 668112-0:					138.11		
668548-0	1	Invoice	TONER FOR PRINTER	02/21/2019	342.67	10/19	100-22-42-5233-318
Total 668548-0:					342.67		
668915-0	1	Invoice	SCISSORS/RUBBER BANDS	03/04/2019	10.24	10/19	100-21-18-5190-316
Total 668915-0:					10.24		
Total PRINTING SERVICES, INC. (1130):					491.02		
ROTO ROOTER OF IOWA FALLS (826)							
51317	1	Invoice	JET PRIMARY SLURRY BOX	03/14/2019	330.00	10/19	603-23-70-5653-299
Total 51317:					330.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ROTO ROOTER OF IOWA FALLS (826):					330.00		
SNYDER & ASSOCIATES (2951)							
118 1104.01	1	Invoice	ENG - 2019 ST IMPROV PROJECT (thru 2 28	03/12/2019	4,396.00	10/19	525-23-30-5310-299
Total 118,1104.01 - 3:					4,396.00		
Total SNYDER & ASSOCIATES (2951):					4,396.00		
SPECTRUM ADVANTAGE LLC (6779)							
19-00-1030	1	Invoice	FIBER OPTIC SPLICING - LINE	03/15/2019	1,775.00	10/19	601-23-52-5930-299
Total 19-00-1030:					1,775.00		
Total SPECTRUM ADVANTAGE LLC (6779):					1,775.00		
STONY CREEK LANDSCAPES, INC (2982)							
1912D	1	Invoice	WC ENTRANCE SIGNS	03/11/2019	3,772.50	10/19	100-23-36-5397-299
1912D	2	Invoice	WC ENTRANCE SIGNS	03/11/2019	3,772.50	10/19	601-23-36-5397-299
Total 1912D:					7,545.00		
Total STONY CREEK LANDSCAPES, INC (2982):					7,545.00		
STUART C. IRBY COMPANY (3585)							
S011230627	1	Invoice	TROUBLE SHOOT & REPAIR CAPACITOR C	03/06/2019	556.30	10/19	601-23-52-5930-299
Total S011230627 001:					556.30		
Total STUART C. IRBY COMPANY (3585):					556.30		
SYNC/AMAZON (6343)							
4333888385	1	Invoice	NEW RADIO BATTERY	02/17/2019	104.56	10/19	100-21-21-5110-318
Total 433388838584:					104.56		
4464664693	1	Invoice	EARPIECE(S)	02/17/2019	15.99	10/19	100-21-21-5110-318
Total 446466469339:					15.99		
4479375973	1	Invoice	UNIFORM PANT	02/22/2019	81.98	10/19	100-21-21-5110-312
4479375973	2	Invoice	GPS ANTENNA FOR TRUCK #1	02/22/2019	28.00	10/19	100-21-21-5110-314
Total 447937597355:					109.98		
4484753954	1	Invoice	PIPE CUTTER/REPLACEMENT BLADE	02/08/2019	131.18	10/19	601-23-52-5588-318
Total 448475395465:					131.18		
4544656834	1	Invoice	REPLACEMENT MONITORS	02/12/2019	50.09	10/19	100-24-16-5420-317
4544656834	2	Invoice	REPLACEMENT MONITORS	02/12/2019	183.69	10/19	601-24-16-5921-317
4544656834	3	Invoice	REPLACEMENT MONITORS	02/12/2019	50.10	10/19	602-24-16-5921-317
4544656834	4	Invoice	REPLACEMENT MONITORS	02/12/2019	50.10	10/19	603-24-16-5921-317
Total 454465683457:					333.98		
4674757568	1	Invoice	SPOTLIGHT #1	02/28/2019	129.99	10/19	100-21-21-5110-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 467475756894:					129.99		
4733798464	1	Invoice	HOLSTER BELT CLIP	02/22/2019	36.95	10/19	100-21-21-5110-312
Total 473379846476:					36.95		
4737567887	1	Invoice	FIREARM PARTS FOR NEW OFFICER	02/25/2019	173.00	10/19	100-21-21-5110-312
4737567887	2	Invoice	HOLSTER FOR NEW OFFICER	02/25/2019	37.30	10/19	100-21-21-5110-312
Total 473756788746:					210.30		
5486636457	1	Invoice	WEAPON LIGHT FOR NEW HIRE	02/22/2019	275.95	10/19	100-21-21-5110-312
Total 548663645773:					275.95		
6364783677	1	Invoice	MOTOROLA BATTERIES	02/28/2019	593.52	10/19	601-23-52-5588-318
6364783677	2	Invoice	MOTOROLA BATTERIES	02/28/2019	26.98	10/19	601-23-80-5905-318
6364783677	3	Invoice	MOTOROLA BATTERIES	02/28/2019	26.98	10/19	602-23-80-5903-318
Total 636478367753:					647.48		
6458449537	1	Invoice	HOLSTER	02/22/2019	23.89	10/19	100-21-21-5110-312
Total 645844953753:					23.89		
6744563738	1	Invoice	CALCULATOR RIBBONS	02/28/2019	1.28	10/19	100-24-14-5435-316
6744563738	2	Invoice	CALCULATOR RIBBONS	02/28/2019	9.26	10/19	601-23-80-5921-316
6744563738	3	Invoice	CALCULATOR RIBBONS	02/28/2019	2.85	10/19	602-23-80-5921-316
6744563738	4	Invoice	CALCULATOR RIBBONS	02/28/2019	.85	10/19	603-23-80-5921-316
Total 674456373839:					14.24		
7349734784	1	Invoice	SEAL KITS	02/19/2019	63.02	10/19	603-23-70-5642-318
Total 734973478484:					63.02		
7388757359	1	Invoice	REPLACEMENT CHARGERS	02/11/2019	16.07	10/19	100-21-21-5110-314
Total 738875735997:					16.07		
7498496446	1	Invoice	MEDICAL SUPPLIES/CAR #1, TRK #8	02/11/2019	117.98	10/19	100-21-21-5110-314
Total 749849644653:					117.98		
7876373667	1	Invoice	PRINTER FOR CAR #5	02/19/2019	691.78	10/19	100-21-21-5110-314
Total 787637366769:					691.78		
8863337388	1	Invoice	PARTS FOR ISSUE PISTOL/NEW HIRE	02/13/2019	30.26	10/19	100-21-21-5110-312
Total 886333738875:					30.26		
8987945389	1	Invoice	REPLACEMENT MONITORS/PRINTERS	02/11/2019	100.35	10/19	100-24-16-5420-317
8987945389	2	Invoice	REPLACEMENT MONITORS/PRINTERS	02/11/2019	367.94	10/19	601-24-16-5921-317
8987945389	3	Invoice	REPLACEMENT MONITORS/PRINTERS	02/11/2019	100.34	10/19	602-24-16-5921-317
8987945389	4	Invoice	REPLACEMENT MONITORS/PRINTERS	02/11/2019	100.34	10/19	603-24-16-5921-317

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 898794538993:					668.97		
Total SYNC/AMAZON (6343):					3,622.57		
THE AMERICAN BOTTLING CO. (4800)							
3446005174	1	Invoice	POP/BEVERAGES FOR RESALE	03/07/2019	240.96	10/19	100-22-42-5233-323
Total 3446005174:					240.96		
3446005347	1	Invoice	POP/BEVERAGES FOR RESALE	03/21/2019	316.08	10/19	100-22-42-5233-323
Total 3446005347:					316.08		
Total THE AMERICAN BOTTLING CO. (4800):					557.04		
TOLLE AUTOMOTIVE, INC. (3188)							
12766	1	Invoice	FIX FLAT TIRE ON TK#1	02/04/2019	26.75	10/19	601-23-52-5935-227
Total 12766:					26.75		
Total TOLLE AUTOMOTIVE, INC. (3188):					26.75		
US PUBLIC SAFETY GROUP, INC. (6141)							
719	1	Invoice	COAT BADGE/NAME PIN/SHIPPING	12/01/2018	93.95	10/19	100-21-21-5110-312
Total 719:					93.95		
Total US PUBLIC SAFETY GROUP, INC. (6141):					93.95		
VERIZON WIRELESS (3812)							
9825920156	1	Invoice	GPS UNIT PHONE	03/10/2019	40.01	10/19	100-23-31-5420-230
9825920156	2	Invoice	GPS UNIT PHONE	03/10/2019	40.01	10/19	601-23-31-5420-230
9825920156	3	Invoice	GPS UNIT PHONE	03/10/2019	40.01	10/19	602-23-31-5420-230
9825920156	4	Invoice	GPS UNIT PHONE	03/10/2019	40.01	10/19	603-23-31-5420-230
Total 9825920156:					160.04		
Total VERIZON WIRELESS (3812):					160.04		
WAHL TEK (2468)							
67377	1	Invoice	CONTRACT FOR I RECORD SYSTEM (1 YR)	03/26/2019	1,535.00	10/19	100-21-21-5180-299
Total 67377:					1,535.00		
Total WAHL TEK (2468):					1,535.00		
WEBSTER CITY TRUE VALUE (2165)							
132781	1	Invoice	TEXTURE SPRAY, SCREWS	03/12/2019	29.98	10/19	100-23-42-5371-310
Total 132781:					29.98		
132946	1	Invoice	8PK D BATTERIES	03/19/2019	15.99	10/19	602-23-61-5642-318
Total 132946:					15.99		
132961	1	Invoice	CONCRETE BLADES	03/20/2019	11.37	10/19	100-23-42-5371-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 132961					11.37		
132981	1	Invoice	LIGHT BULBS-FIXTURE-OUTLETS-SWITCHE	03/20/2019	27.85	10/19	100-23-42-5371-226
Total 132981					27.85		
133009	1	Invoice	30 CUP PERCOLATOR	03/21/2019	50.99	10/19	100-22-42-5233-318
Total 133009					50.99		
133020	1	Invoice	FURNACE FILTERS	03/21/2019	63.98	10/19	100-23-42-5371-318
Total 133020:					63.98		
133137	1	Invoice	EAR PLUGS	03/26/2019	2.40	10/19	100-24-12-5430-316
133137	2	Invoice	EAR PLUGS	03/26/2019	8.00	10/19	601-23-81-5921-316
133137	3	Invoice	EAR PLUGS	03/26/2019	4.79	10/19	602-23-81-5921-316
133137	4	Invoice	EAR PLUGS	03/26/2019	.80	10/19	603-23-81-5921-316
Total 133137:					15.99		
Total WEBSTER CITY TRUE VALUE (2155)					216.15		
WESCO DISTRIBUTION (1038)							
537110	1	Invoice	MATERIAL FOR ST#56	03/05/2019	601.26	10/19	204-23-30-5310-314
Total 537110:					601.26		
537111	1	Invoice	MATERIAL FOR ST#56	03/05/2019	10.05	10/19	204-23-30-5310-314
Total 537111:					10.05		
541842	1	Invoice	MATERIAL FOR ST#56- needle thrust bearing	03/07/2019	19.50	10/19	204-23-30-5310-314
Total 541842:					19.50		
Total WESCO DISTRIBUTION (1038):					630.81		
WIMBLEDON PROPERTIES LLC (6740)							
032019	1	Invoice	ELECTRIC REFUND	03/20/2019	46.05	10/19	601-23-80-5903-980
Total 032019:					46.05		
Total WIMBLEDON PROPERTIES LLC (6740):					46.05		
WOLFGAM, JOE (5604)							
030319	1	Invoice	LIGHTING REBATE/1507 BROADWAY	03/03/2019	149.78	10/19	601-23-36-5930-979
030319	2	Invoice	CB LIGHTING REBATE/1507 BROADWAY	03/03/2019	18.00	10/19	601-23-53-5930-979
Total 030319:					167.78		
031119	1	Invoice	CB LIGHTING REBATE/406 OAKWOOD #11	03/11/2019	18.00	10/19	601-23-53-5930-979
031119	2	Invoice	LIGHTING REBATE/406 OAKWOOD #11	03/11/2019	128.37	10/19	601-23-36-5930-979
Total 031119:					146.37		
032019	1	Invoice	LIGHTING REBATE/1448 2ND STREET	03/20/2019	61.97	10/19	601-23-36-5930-979

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
032019	2	Invoice	CB LIGHTING REBATE/1448 2ND STREET	03/20/2019	59.54	10/19	601-23-53-5930-979
Total 032019:					121.51		
032419	1	Invoice	EE REBATE/1507 BROADWAY	03/24/2019	44.87	10/19	601-23-36-5930-979
Total 032419:					44.87		
Total WOLFGAM, JOE (5604):					480.53		
ZIEGLER, INC. (1071)							
PC50130879	1	Invoice	HYDRAULIC HOSE (SHIPPED UPS)	02/26/2019	246.92	10/19	204-23-30-5310-314
Total PC50130879:					246.92		
PC51028580	1	Invoice	3=5 GAL 10W HYD OIL	02/26/2019	275.49	10/19	204-23-30-5310-314
Total PC51028580:					275.49		
Total ZIEGLER, INC. (1071):					522.41		
Total 04/01/2019:					163,683.09		
Grand Totals:					163,683.09		

Report GL Period Summary

GL Period	Amount
10/19	163,683.09
09/19	00
Grand Totals:	163,683.09

Vendor number hash 489807
Vendor number hash - split: 783975
Total number of invoices: 167
Total number of transactions: 272

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	163,683.09	163,683.09
Grand Totals:	163,683.09	163,683.09

FUND LIST TOTALS FOR BILLS APRIL 1, 2019

Account	Fund	Total Amount
100	General	46,074.39
204	Road Use Tax Fund	7,509.59
205	Airport Fund	19,593.36
260	SSMID	107.01
300	Debt Service	9,154.30
525	Street Improvement	4,396.00
534	Wilson Brewer Park Impr Project	0.00
601	Electric Utility	23,222.27
602	Water Utility	17,441.36
603	Sewer Utility	36,134.81
902	Medical/Flex	<u>50.00</u>
	Grand Total	163,683.09



MEMORANDUM

TO: Interim City Manager
Mayor and City Council

FROM: Karla Wetzler

DATE: March 26, 2019

RE: Public Hearing for Disposal of City-Owned Property in
Brewer Creek Estates

SUMMARY: A Public Hearing needs to be held for the disposal of City-owned property located in Brewer Creek Estate 5th and 6th Additions.

PREVIOUS COUNCIL ACTION: A Public Hearing was held on November 6, 2017, establishing lot prices in Brewer Creek Estates 5th and 6th Additions.

BACKGROUND/DISCUSSION: The City has been approached by a prospective Developer to purchase lots in Brewer Creek Estates 5th and 6th Additions. A Purchase Agreement has been received in the amount of \$1,094,000 for 13 lots in Brewer Creek Estates 5th Addition and 32 lots in Brewer Creek Estates 6th Addition. There will be a 45 day Due Diligence to complete a market study, secure financing, and make sure plans are compatible with the lots. If things move forward, closing on 16 lots in 6th Addition will commence immediately. The rest will follow with all lots being built on by December 21, 2021.

FINANCIAL IMPLICATIONS: Taxes will be generated once these lots are sold and the houses constructed.

RECOMMENDATION: Approve the Purchase Agreement with J. Larson Homes, Des Moines, Iowa.

ALTERNATIVES: Council may choose to retain ownership of these lots or change the Purchase Agreement.

CITY MANAGER COMMENTS: I recommend the City Council approve this purchase agreement.

RESOLUTION NO. 2019- ____

**AUTHORIZING AND APPROVING EXECUTION OF
PURCHASE AGREEMENT BETWEEN THE CITY OF
WEBSTER CITY AND J. LARSON HOMES, DES MOINES, IOWA.**

WHEREAS, the City Council of the City of Webster City, Iowa, did hold a public hearing on the proposed sale of the following described property:

Lots in Brewer Creek Estates 5th Addition and 6th Addition,
in Webster City, Iowa, more specifically herein described as:

Lots 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 16, and 17 in Brewer
Creek Estates 5th Addition in Webster City, Iowa; and,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21,
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35
in Brewer Creek Estates 6th Addition to Webster City, Iowa.

WHEREAS, public notice was given as required by law and a public hearing was held on April 1, 2019, and no written or oral objections were presented to the proposed sale of the City owned property described above; and,

WHEREAS, this Council proposes to sell these lots for \$1,094,000 plus all legal and associated costs, subject to the terms as outlined in the executed Purchase Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the Purchase Agreement between both parties.

BE IT FURTHER RESOLVED that said Purchase Agreement is approved upon execution by both parties.

Passed and adopted this 1st day of April, 2019.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

PURCHASE AGREEMENT

Date of Agreement: March 18, 2019

TO: City of Webster City, Iowa, a Municipal Corporation, Seller;

1. **REAL ESTATE DESCRIPTION.** The Undersigned Buyer hereby offers to buy the real property situated in Webster City, Hamilton County, Iowa:

Thirty-two (32) lots in Brewer Creek Estates 6th Addition. These lots are in the city of Webster City, Iowa and north of Highway 20 with said addresses attached hereto by addendum; and thirteen (13) lots in Brewer Creek Estate 5th Addition, Webster City, Iowa, with said addresses attached hereto by addendum.

2. **PRICE.** The Purchase Price for the thirty-two (32) lots located in Brewer Creek Estates 6th Addition shall be \$704,000.00, the method of payment to be as follows: \$5000.00 earnest money upon acceptance of this Agreement. Buyer shall pay the balance of the purchase price in cash at the time of closing with adjustments for closing costs to be added or deducted from this amount, subject to the terms of this Agreement herein.

The Purchase Price for the thirteen (13) lots located in Brewer Creek Estates 5th Addition shall be \$390,000.00, the method of payment to be the method of payment to be as follows: \$5000.00 earnest money upon acceptance of this Agreement. Buyer shall pay the balance of the purchase price in cash at the time of closing with adjustments for closing costs to be added or deducted from this amount, subject to the terms of this Agreement herein.

3. **CONTINGENCIES OF PURCHASE.** This Purchase Agreement shall be subject to the following:

Buyer would like 45 Days Due Diligence to:

- A) Complete a Market Study
- B) Secure Financing
- C) Explore USDA Financing
- D) Make sure plans are compatible with lots

 X No additional contingencies See attached addendum

4. **POSSESSION AND CLOSING:** Upon Buyer's completion of their Due Diligence Period as outlined in Paragraph 3 above, Buyer herein agrees to close on sixteen (16) lots located in Brewer Creek Estates 6th Addition within 60 days of the end of Due Diligence Period as outlined in Paragraph 3 above by paying fifty percent (50%) of the total purchase price of the thirty-two (32) lots located in Brewer Creek Estates 6th Addition, which shall be \$352,000.00. Said sixteen (16) lots are shown on the addendum attached hereto. In regards to these sixteen (16) lots, Buyer shall begin construction of ten (10) homes by August 1, 2019. Following said ten (10) homes, Buyer agrees to construct two (2) additional homes as soon as two (2) of the previous ten (10) homes

are sold until all sixteen (16) lots have homes located on them. All sixteen (16) lots must have fully constructed homes on them within eighteen (18) months of Closing subject to the Covenants established for Brewer Creek Estates 6th Addition. Should Buyer fail to meet the terms as outlined herein, Buyer agrees to forfeit the Purchase Price amounts paid to Seller, regardless of the terms provided for in the Covenants established for Brewer Creek Estates 6th Addition, and also agrees herein to deed those lots that do not have fully constructed homes on them back to the City, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances, within thirty (30) days of receiving written notice from the Seller providing for their failure to meet the terms outlined herein.

Should Buyer successfully complete the construction of all sixteen (16) homes as outlined above, the Parties herein agree to close on the remaining sixteen (16) lots located in Brewer Creek Estates 6th Addition and thirteen (13) lots located in Brewer Creek Estates 5th Addition. Said remaining sixteen (16) lots in Brewer Creek Estates 6th Addition and thirteen (13) lots in Brewer Creek Estates 5th Addition are shown on the addendum attached hereto. Said Closing shall take place within sixty (60) days of construction beginning on the last remaining home from the previous sixteen (16) lots provided for above or at a later date as requested by Buyer, so as to not hamper their construction timeframes; however, Closing shall happen no later than June 1, 2020. Should Buyer be unable to Close or fail to meet the requirements to Close by June 1, 2020 at the latest, the ability of Buyer to purchase these remaining (16) lots located in Brewer Creek Estates 6th Addition, or the thirteen (13) lots located in Brewer Creek Estates 5th Addition shall lapse in regards to Buyer and those portions of this Agreement related to said Lots shall be considered null and void. Buyer shall pay the remaining fifty percent (50%) of the total purchase price of the thirty-two (32) lots located in Brewer Creek Estates 6th Addition, which shall be \$352,000.00, and the full purchase price for the thirteen (13) lots located in Brewer Creek Estates 5th Addition, which shall be \$390,000.00, all due at the time of Closing. These additional sixteen (16) lots located in Brewer Creek Estates 6th Addition and these additional thirteen (13) lots located in Brewer Creek Estates 5th Addition must have fully constructed homes on them within eighteen (18) months of Closing subject to the Covenants established for Brewer Creek Estates 6th Addition and Brewer Creek Estates 5th Addition. Should Buyer fail to meet the terms as outlined herein, Buyer agrees to forfeit the Purchase Price amounts paid to Seller, regardless of the terms provided for in the Covenants established for Brewer Creek Estates 6th Addition and Brewer Creek Estates 5th Addition, and also agrees herein to deed those lots that do not have fully constructed homes on them back to the City, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances, within thirty (30) days of receiving written notice from the Seller providing for their failure to meet the terms outlined herein.

5. REAL ESTATE TAXES. A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2019) due and payable in the subsequent fiscal year (commencing July 1, 2019).

BUYERS shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

6. COVENANT ACKNOWLEDGEMENT. Subject to those provisions outlined herein, the undersigned Buyer by its signature hereon acknowledges receipt of a full and complete copy of the Covenants pertaining to the property offered to be purchased herein and further states and declares that said Buyer has reviewed in detail the Covenants as to the subject property and by the signature hereon of said Buyer hereby accepts and agrees to be bound by said Covenants without exception. Buyer acknowledges the Covenants are subject to change, without further notice, and Buyer shall be bound by those Covenants placed of record. The covenants and provisions of this Section shall survive closing.

7. SPECIAL ASSESSMENTS. The Seller shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds to be returned to the Seller. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to Seller's possession shall be paid by Seller.

8. ABSTRACT AND TITLE. Seller, at its expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. DBED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyer or its assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.

10. FUNDS. It is agreed at time of closing, funds of the purchase price, received from the Buyer and/or Buyer's lender, may be used to apply to the purchase price, to pay taxes and other items, same to be handled under supervision of the Sellers and subject to approval of Buyer's attorney on title questions needed to produce marketable title.

11. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller shall preserve and care for the Real Estate until Closing and shall keep and preserve the Real Estate in the condition existing as of the date hereof. The covenants and provisions of this Section shall survive closing.

12. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform any of its obligations hereunder, Seller shall be entitled to utilize any and all remedies or actions at law or in equity available to it, including but not limited to the remedy of specific performance and the option to forfeit this contract under Iowa Code Chapter 656, and shall be entitled to collect from the party in default any costs and attorney fees incurred. All payments made shall be unconditionally forfeited to Seller and this offer shall become null & void (unless Seller elects to pursue specific performance).

B. If Seller fails to timely perform any of its obligations hereunder, Buyer shall be entitled to utilize any and all remedies or actions at law or in equity available to it, including but not limited to the remedy of specific performance and shall be entitled to collect from the party in default any costs and attorney fees incurred. Buyer shall have the right to have all payments made returned to it, including any earnest money deposits made, regardless of whether such earnest money deposit is considered refundable or non-refundable, and this offer shall become null & void.

13. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Real Estate, the Seller shall furnish Buyer with a written statement from the holder of such lien, showing the correct balance due.

14. SELLER WARRANTIES. The Seller represents and warrants that, to the best of the Seller's knowledge and belief, there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks or private burial sites at, upon or within the property other than as set forth on the Ground Water Hazard Statement. The Seller has done nothing to contaminate the property with hazardous waste or substances. Additionally, the Seller represents and warrants that the property is not subject to any local, county, municipal, state or federal judicial administrative action, investigation or order concerning use or environmental hazards.

15. STORM WATER DISCHARGE COMPLIANCE AND INDEMNIFICATION. The NPDES Addendum to Purchase Agreement relating to storm water discharge compliance is incorporated into this Purchase Agreement as though fully set forth herein. Buyer agrees to notify its agents, successors, assigns, heirs and/or contractors and sub-contractors of the terms of the NPDES Addendum and to require their compliance with the terms of the NPDES Addendum. Buyer further agrees to defend, indemnify and hold harmless Seller from and against any and all claims, penalties, liabilities, damages and costs (including reasonable attorney fees) of Buyer related to or arising out of Buyer's use or ownership of, or construction on, the Real Estate. The covenants and provisions of this Section shall survive closing.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The parties, by their execution of this Agreement, submit to the jurisdiction of the courts of the State of Iowa and agree that venue shall be in Hamilton County, Iowa.

17. SURVIVAL. The respective agreements, duties, warranties, terms, conditions and representations of the parties hereunder shall survive Closing and shall not be merged into the Warranty Deed or any other agreement or document.

18. CONSTRUCTION AGAINST PARTY DRAFTING. The parties to this Agreement acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the parties and their respective legal counsel. The parties agree that the fact that one party or the other may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the term of this Agreement, be held or interpreted against such party.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. GENERAL PROVISIONS/COUNTERPARTS. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

22. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

23. TIME FOR ACCEPTANCE. If this offer is not accepted by Seller on or before April 16, 2019, it shall become void and all payments shall be repaid to the Buyer.

24. NOTICE. Any notice required under this Agreement shall be deemed given when it is received in writing either by hand delivery or by certified mail return receipt requested. Persons designated for receipt of any notice for the purpose of this Agreement shall be Seller and Buyer at the addresses set forth below.

25. CERTIFICATION. Buyer and Seller each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person,

group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

26. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.



Buyer

3.18.19

Date

By: J. Larson Homes, LLC
EIN:

Address:

Seller

Date

By: City of Webster City, Iowa
EIN:

Address:

See Attachment

ADDENDUM TO PURCHASE AGREEMENT

**Lots to Purchase in Brewer Creek Estates
Webster City**

Webster City Lots in Brewer Creek

		Lot	
826	crestview	Webster City, Ia	16
829	crestview	Webster City, Ia	1
830	crestview	Webster City, Ia	15
901	crestview	Webster City, Ia	2
902	crestview	Webster City, Ia	14
905	crestview	Webster City, Ia	3
906	crestview	Webster City, Ia	13
909	crestview	Webster City, Ia	4
910	crestview	Webster City, Ia	12
913	crestview	Webster City, Ia	5
914	crestview	Webster City, Ia	11
918	crestview	Webster City, Ia	10
922	crestview	Webster City, Ia	9
823	Lewis	Webster City, Ia	17
909	Lewis	Webster City, Ia	21
913	Lewis	Webster City, Ia	22
917	Lewis	Webster City, Ia	23
921	Lewis	Webster City, Ia	24
925	Lewis	Webster City, Ia	25
929		Webster City, Ia	26
931	Kamen	Webster City, Ia	27
1001	Kamen	Webster City, Ia	28
1005	Kamen	Webster City, Ia	29
2504	Kamen	Webster City, Ia	30
2500	Kamen	Webster City, Ia	31
2501	Kamen	Webster City, Ia	32
1000	New castle	Webster City, Ia	34
1004	New castle	Webster City, Ia	35
1001	New castle	Webster City, Ia	33
2509	N Terrace	Webster City, Ia	8
2505	N Terrace	Webster City, Ia	7
2501	N Terrace	Webster City, Ia	6
1009	FairMeadow Drive	Webster City, Ia	1
1101	110 FairMeadow Drive	Webster City, Ia	2
1105	FairMeadow Drive	Webster City, Ia	3
1109	FairMeadow Drive	Webster City, Ia	4
1113	FairMeadow Drive	Webster City, Ia	5
1204	FairMeadow Drive	Webster City, Ia	10
1200	FairMeadow Drive	Webster City, Ia	11
1116	FairMeadow Drive	Webster City, Ia	12
1112	FairMeadow Drive	Webster City, Ia	13
1108	FairMeadow Drive	Webster City, Ia	14
1104	FairMeadow Drive	Webster City, Ia	15

5th

13

1100 FairMeadow Drive
1010 FairMeadow Drive

Webster City, Ia
Webster City, Ia

16
17



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: March 27, 2019

RE: 2018-19 Electrical Underground Conversion Project

SUMMARY: The 2018-19 Electrical Conversion Project was bid. The project consisted of converting the overhead system to an underground distribution (URD) system within 2 areas (see attached map).

The contracts will consist of 2 separate parts (one for construction and one for furnishing materials):

1. The Construction contract will be for the lowest bid to perform the work, and
2. The Furnishing Materials contract will be for the lowest bid or bidders to supply the materials.

PREVIOUS COUNCIL ACTION: The project was approved in the FY 18-19 CIP. Council authorized P& E Engineering to design the project.

BACKGROUND/DISCUSSION: The project converts the overhead electrical to URD as part of our URD 25 Year Plan. The project will not only alleviate overhead outage problems ranging from old copper wire lines needing replacement, to weather influences, to animals climbing, resulting in costly maintenance and repairs, but will also help towards obtaining our goal of converting the overhead to URD.

The bid letting was held March 20, 2019 at 3 pm in City Hall. Plans were on the Plan Room Websites, plus sent to 12 individual contractors.

Engineers estimate for the construction part of the project was \$802,000.00. The estimate for the furnishing materials was \$137,000.00. Bids received are as follows:

For Construction of the Project:

Name and City, State of Contractor
NO Bids received.

Amount of Proposal
-0-

For Furnishing Materials for the Project:

Name and City, State of Contractor

Amount of Proposal

RESCO
Corey Kluesner
933 SE Shurfine Dr.
Ankeny, IA 50021
515-964-7664
ckluesner@resco1.com

\$86,935.45

Wesco Distribution
Bill Julander
2301 Fleur Dr.
Des Moines, IA 50321
515-244-8611
wjulander@wesco.com

\$52,216.38

Amount of Proposal

Furnishing Materials quoted

\$139,151.83

FINANCIAL IMPLICATIONS: Funding for the project would be from Electric Utility funds.

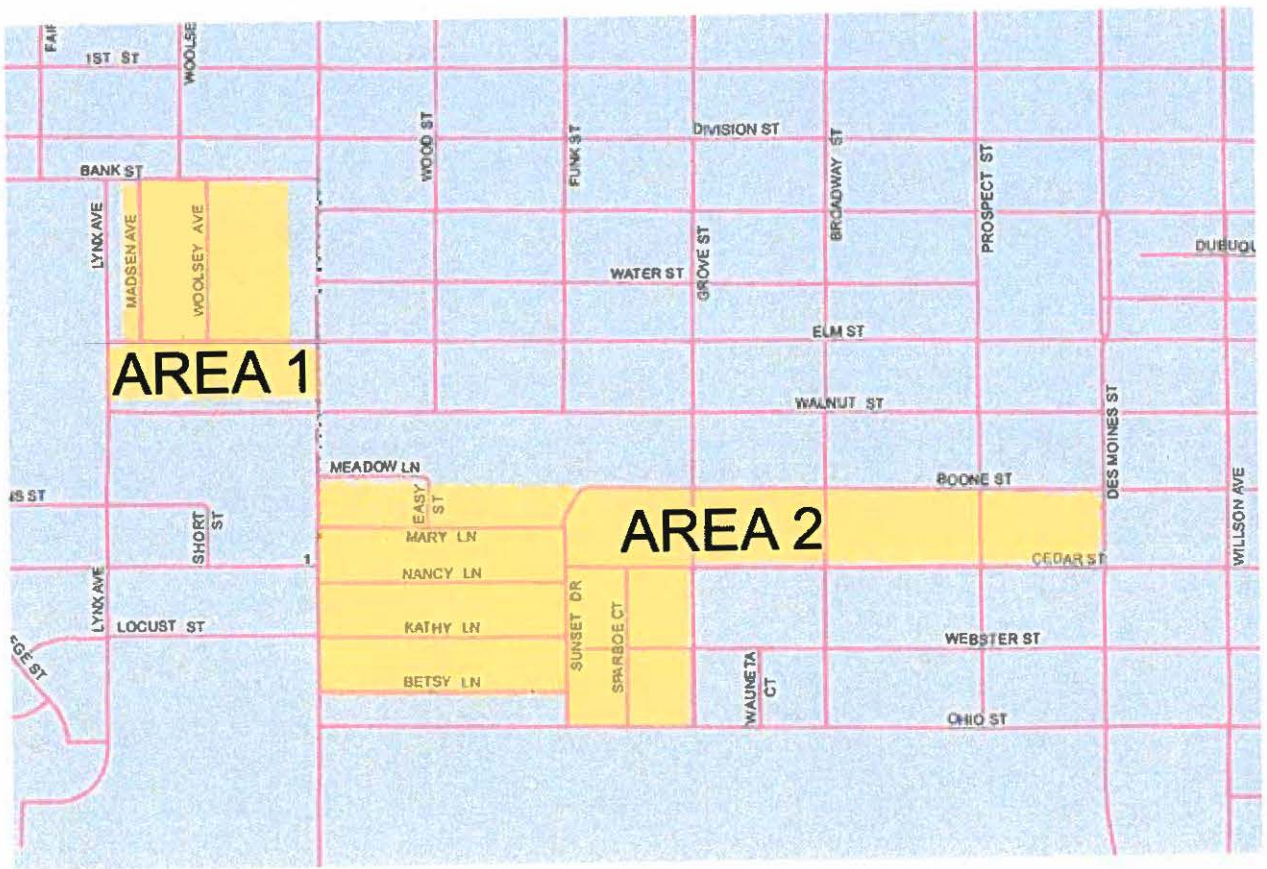
RECOMMENDATION:

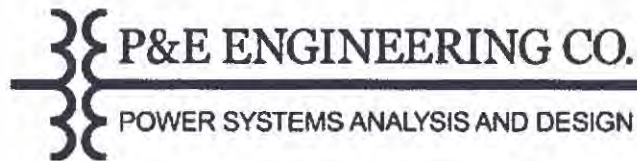
1. Staff recommends the 2018-19 Electrical Underground Conversion Project **Furnishing Materials** be purchased as described in the materials plans and specifications and award the contracts in the amounts as shown to: Wesco- \$52,216.38; RESCO - \$86,935.45. Total lowest material amount is \$139,151.83.
2. No bids were received for the Construction portion of the project thus, Council should cancel the Public Hearing by motion.
3. Staff further recommends the Construction portion of the project be rebid with a new Public Hearing set for May 6, at 6:05 p.m.

Note Engineer's attached letters of recommendation and opinion of probable cost.

ALTERNATIVES: Not a lot of options available when no bids are received.

CITY MANAGER COMMENTS: I concur with Ken's recommendations to the City Council.





Richard D. Kline, P.E. Timothy G. Ernst, P.E.
Jared A. Kline, P.E. Mark C. Reisinger, P.E.

245 S. 5th St., PO Box 620, Carlisle, IA 50047
p. 515-989-3083 f. 515-989-3138 pe@peengr.com

March 25, 2019

Mr. Ken Wetzler
Webster City
400 2nd St.
Webster City, IA 50595

Dear Ken:

The following opinion of probable cost is my best estimate of the value of the bids that I anticipate you will receive for the construction contract for the re-bid of the 2018-2019 Electrical Underground Conversion Project. This estimate is intended to cover the labor and material for the work that is included in the construction contract base bid. It does not include the installation of any additional service laterals to customers that choose to install new meter sockets to allow the installation of underground service as part of the project. The scope of the re-bid contract covers only Areas 1 and 2 of the original project.

Construction Installation Contract \$802,000.

Please note that I have no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that this opinion of probable cost is made solely on the basis of my professional judgment and experience. I do not make any warranty, express or implied, that the bids will not vary from this opinion of probable cost.

Sincerely,

Allan Powers, P.E.

cc: Mr. Adam Dickinson

March 26, 2019

Mr. Ken Wetzler
City of Webster City
400 Second St.
Webster City, IA 50595

Dear Ken:

Bids were received at 3:00 PM on March 20, 2019 for furnishing materials and for the installation contract for the revised 2018-19 Electrical Underground Conversion Project. Three bids were received for furnishing materials, but no bids were received for the installation contract.

Material Purchase

Bids were received from RESCO in Ankeny and from Wesco in Des Moines for all of the items. Although Graybar submitted bids for secondary cable and transformers, the items that they quoted did not meet the specifications and were not considered in the evaluation of the bids. The bids are evaluated and can be awarded separately on a line item basis, except for certain materials that were grouped together for the purpose of determining the low bid. The attached sheet shows the bid prices for each item. My recommendation for purchasing each line item is shown by tan shading, with additional explanation in the far right hand column.

The estimated value of the purchase contract was \$137,000. The total of the low bids for all of the items quoted was \$139,127.80, or about 1.5% higher than the estimate. The value of the recommended purchase from each supplier is as follows.

Wesco	\$52,216.38
RESCO	\$86,935.45
Graybar	\$0.00

Total	\$139,151.83
-------	--------------

I recommend purchasing the materials, even though the construction contract will not be awarded at this time. The materials required for the project will be the same regardless of when the installation is completed, and it is likely that the cost will increase if the purchase is delayed.

March 25, 2019
Mr. Ken Wetzler

Page 2 of 2

Installation Contract

No bids were received for the installation contract. I have talked to most of the contractors that declined to bid. While there were a variety of reasons given for not bidding, most were related to their current work load and other scheduling issues. One contractor was concerned about working on the rear lot lines, one intended to bid but was not able to get his submittals completed in time, and one had their estimator leave without finishing the bid.

I have also talked to 12 additional contractors from throughout the Midwest. Most of these have worked for other municipal or REC utilities in the area, while some are working primarily for MidAmerican Energy, Alliant, or the G&T coops. Most of these contractors are interested in the project, but many are not likely to bid because of scheduling issues. Of all of the contractors that I have talked to, five have indicated that they are reasonably likely to bid the project when it is re-issued.

I recommend rebidding the project, with the same scope but with a delayed completion date of Dec. 20, 2020. This will give the contractors two full construction seasons to work on the project, and should alleviate some of the concerns about scheduling.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allan Powers".

Allan Powers

Webster City
2018-2019 Electrical Underground Conversion Project
Material Bid Tabulation

Line	Item Number	Quantity	U/M	Description	Specified Manufacturer and Cat. No.	Quoted Manufacturer and Cat. No.	Quantity to be Supplied	Quoted Unit Price			Quoted Total Line Item Price			Cost for Recommended Purchase	Recommendation
								Graybar	RESCO	Wesco	Graybar	RESCO	Wesco		
1	05520	6,800	ft	Cable, 4/0-4/0-2/0 Al URD TX, 600V, per specifications	Sweetbriar	Nehring	6,800	\$1.32	\$1.60	\$1.38	8,960.43	10,880.00	9,248.00	9,248.00	Purchase low bid from Wesco; cable quoted by Graybar does not meet the specification.
2	05520 Alternate								\$1.74						
3	05523	9,000	ft	Cable, 350-350-4/0 Al URD TX, 600V, per specifications	Wesleyan	CME	9,000	\$2.28646	\$2.65	\$2.17	20,578.14	23,850.00	19,530.00	19,530.00	Purchase low bid from Wesco; cable quoted by Graybar does not meet the specification.
4	05523 Alternate								\$2.80						
5	05612	14,000	ea	Cable, 15kV, #1/0 solid Al, 220 mil, per specifications, with approximately 3500 ft per reel		Prysmian/General Cable	14,000 +/-5%		\$2.00	\$2.07		28,000.00	29,036.00	28,000.00	Purchase low bid from RESCO
6	05612 Alternate								\$2.46						
7	14702	102	ea	Connector, stud, sec, 5/8", 6x 350 kcmil	T&B C5W6350-SLC				\$14.02	\$13.58		1,430.04	1,224.00	1,224.00	Purchase alternate item proposed by Wesco
8	14702 Alternate					Hubbell/CMC NSSC350-6I-SL				\$12.00					
9	18002	6	ea	Arrester, surge, 8.4 kV MCOV, dist class, w/o XA bkt	Cooper URT1005-0A1A-1A1A					\$43.86		165.90	177.24	165.90	Purchase alternate item proposed by RESCO
10	18002 Alternate					Hubbell PDV-100, 213709-7314			\$27.65	\$29.54					
11	18303	3	ea	Arrester, surge, 8.4 kV MCOV, 15 kV elbow	T&B 173ESA-10				\$57.21	\$62.56		171.63	168.96	168.96	Purchase alternate item proposed by Wesco
12	18303 Alternate					Hubbell 215ELA10				\$56.32					
13	20021	6	ea	Cutout, 100 A, 15 kV non-load break, polymer, w/o XA bkt	S&C 89021R10-P-D					\$75.72		465.90	413.82	413.82	Purchase alternate item proposed by Wesco
14	20021 Alternate					ABB X1JCANAM11 Elastimold 1601A4			\$77.65	\$68.97					
15	40050	68	ea	Insert, 200 amp load break, 15 kV	Elastimold 1601A4				\$28.51	\$24.01		1,938.68	1,632.88	1,632.88	Purchase low bid from Wesco
16	40050 Alternate														
17	40070	3	ea	Stand off bushing, insulated, 200 amp, 15 kV	Elastimold 161SOP				\$34.92	\$32.74		104.76	98.22	98.22	Purchase low bid from Wesco
18	40070 Alternate														
19	40102	6	ea	Terminator, 15kV, 1/0 Sol, with stem connector	3M 7652-S-4 w/ SC0001	3M 7652-S-4 w/ SC0001			\$83.17	\$85.59		499.02	513.54	499.02	Purchase low bid from RESCO
20	40102 Alternate														
21	40317	68	ea	Elbow, 200 amp, 15 kV, 1/0 Sol 220 mils, no test point, with integral jacket seal	Elastimold 161LRS-85230	Elastimold 161LRS-85230			\$28.51	\$28.66		1,938.68	1,948.88	1,938.68	Purchase low bid from RESCO
22	40317 Alternate														
23	52313	6	ea	Transformer, 1 ph pad mtd, 7.62 kV-240/120V, 25kVA, per specification		ERMCO		\$1,579.22	\$1,249.00	\$2,145.00	9,475.32	7,494.00	12,870.00	7,494.00	Purchase low bid from RESCO; Transformers quoted by Graybar do not meet specifications.
24	52313 Alternate								\$1,270.70						
25	52315	21	ea	Transformer, 1 ph pad mtd, 7.62 kV-240/120V, 50kVA, per specification		ERMCO		\$1,776.62	\$1,467.40	\$2,362.00	37,309.02	30,815.40	49,602.00	30,815.40	Purchase low bid from RESCO

Notes:

1) All prices to be quoted exclusive of Iowa Sales and Use Taxes. Taxes are to be added at the appropriate rate as prescribed by law as a separate line item on all invoices submitted for payment.

RESOLUTION NO. 2019 - ____

**FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS
AND FORM OF CONTRACT AND ESTIMATE OF COST
FOR FURNISHING MATERIALS FOR THE
2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

WHEREAS, this Council has heretofore approved plans, specifications and form of contract for the furnishing materials for the 2018-19 Electrical Underground Conversion Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for the furnishing materials purchase for the 2018-19 Electrical Underground Conversion Project and the taking of bids therefor; and

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the furnishing materials for the 2018-19 Electrical Underground Conversion Project, and no objections were provided.

NOW THEREFORE IT IS RESOLVED by the Council of Webster City, Iowa, as follows:

That the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby finally approved and the prior action of the Council approving them is hereby finally confirmed, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 - _____

**AWARDING CONTRACT FOR FURNISHING MATERIALS FOR THE
2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required by law, bids and proposals were received by this Council for furnishing materials for the 2018-19 Electrical Conversion Project; and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The bid for the project submitted by the following contractor(s) is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received from each supplier, such bid being as follows:

<u>NAME AND ADDRESS OF CONTRACTOR</u>	<u>AMOUNT OF BID</u>
Wesco Distribution Inc., Des Moines Iowa	\$52,216.38
RESCO, Ankeny, Iowa	<u>\$86,935.45</u>
Materials lowest total Bid	\$139,151.83

SECTION 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the project.

SECTION 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 - _____

**PROVIDE FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS
AND PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF
2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

WHEREAS, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the 2018-19 Electrical Underground Conversion Project (Construction), (and is sometimes hereinafter referred to as the Project), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications and form of contract and estimate of cost for the Project and to advertise for sealed bids for the Project;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

Section 1. The detailed plans and specifications, notice of hearing and estimate of cost referred to in the preamble hereof be and the same are hereby approved.

Section 2. The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 5% of the amount of the proposal.

Section 4. Sealed proposals will be received by the City Clerk of Webster City, at the Council Chambers of the City Council, in the City Hall of said City, until 3:00 p.m. on the 29th day of April, 2019, for the 2018-19 Electrical Underground Conversion Project (Construction), as described in the plans and specifications therefor now on file in the office of the City Clerk. Proposals will be opened by City Staff appointed by the City Council as provided by Section 384.101, Code of Iowa.

Section 5. The 6th day of May, 2019, at 6:05 o'clock p.m. at the City Hall, Webster City, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

Section 6. The City Clerk is hereby authorized and directed to give notice of the aforementioned hearing and letting by publication of such notices in a newspaper of general circulation in the City, which publication shall be made not less than four nor more than twenty days prior to the time of the said hearing, all in conformity with Chapters 362, 384, and 26 of the Code of Iowa. The said notice shall be in the form substantially as attached to this resolution.

Section 7. All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF "2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT", IN AND FOR THE CITY OF WEBSTER CITY, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received at the office of the City Clerk in City Hall, 400 Second Street, Webster City, Iowa, 50595, until 3:00 o'clock p.m. on the 29th day of April, 2019 for:

Construction of "2018-19 Electrical Underground Conversion Project", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the City Clerk, Webster City, Iowa.

Proposals received will be opened, read aloud, tabulated, and referred to the City Council for consideration at 6:05 p.m. on the 6th day of May, 2019. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above, in the City Council Chambers at Webster City Hall, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials (other than materials to be provided by Owner) for installing underground electric facilities, including conduit, cable (600 volt and 15kV class), transformers, pedestals, and related items in accordance with the contract documents.

The Proposal shall be made out on the form furnished by the City of Webster City and obtained from P&E Engineering Co., and must be accompanied in a separate sealed envelope by either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 5% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 5% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of bid amount.

The bid security shall be made payable to the City Clerk of the City of Webster City, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The City will accept bid bond forms that meet the Requirements of Iowa Code, Section 26.8.

Contractors and subcontractors shall include all applicable taxes in the bid amount. The City is not exempt from State of Iowa Sales and Use tax for materials that are incorporated into an electric utility project.

Bidders shall not be permitted to withdraw their bids for a period of sixty (60) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa and to Iowa domestic labor.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa and to submit that form with the bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor has the option to commence work at any time after the Notice to Proceed is issued. All work must be completed on or before December 20th, 2020.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Owner and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of two (2) years after completion and acceptance by the Owner.

Plans and specifications governing the construction of the proposed improvements have been prepared by P&E Engineering Co., which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the City Clerk and at the offices of P&E Engineering Co., and may be examined by the bidders.

Plans and specifications may be obtained from P&E Engineering Co., by contacting Al Powers at 515-979-7496 (cell) or by email at arpowers@peengr.com. Bidding documents may be obtained electronically at no cost. A single copy of the Bidding documents in paper form may also be obtained at no cost from the Engineer.

Published upon order of the City Council of the City of Webster City, Iowa.

CITY OF WEBSTER CITY, IOWA

Attest: /s/ Karyl K. Bonjour
City Clerk



MEMORANDUM

TO: Interim City Manager
Mayor and City Council

FROM: Planning Director

DATE: March 26, 2019

RE: Third Readings of Ordinance Amending Chapter 55, General Provisions,
and Ordinance Repealing Chapter 141, Junk and Junk Vehicles.

SUMMARY: As already mentioned, meetings have taken place between the Police Department, Inspection Department, City Attorney and Interim City Manager regarding the abundance of junk vehicles around the community.

PREVIOUS COUNCIL ACTION: The City Council approved the first reading of these ordinances on March 4, 2019. Second readings were approved at the March 18th meeting.

BACKGROUND/DISCUSSION: With attempts to make headway with the nuisances in Webster City and create a more streamlined procedure, City staff has joined forces. After meetings with the Police Chief, Inspection Department, City Attorney and Interim City Manager, it has been decided that the Police Department will maintain their current policies with junk vehicles on **public** property, and the Inspection Department will now pursue those on **private** property. This is the first step in addressing this matter. We will then need to come up with a plan on storage and disposal after we have the vehicles in our possession.

When going through our Municipal Code regarding nuisances and junk vehicles, it was noticed that Chapters 55 and 141 are repetitive and similar in many areas. Therefore, Chapter 55 has been amended to include items from Chapter 141, and Chapter 141 will be deleted, in its entirety, with the attached ordinances.

FINANCIAL IMPLICATIONS: N/A

RECOMMENDATION: Approve the third reading of the attached Ordinances.

CITY MANAGER COMMENTS: I recommend the City Council approve this third reading.

ORDINANCE NO. 2019-_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WEBSTER CITY, IOWA, 1996, BY AMENDING
CHAPTER 55 TITLE II COMMUNITY PROTECTION: GENERAL
PROVISIONS**

BE IT ENACTED by the City Council of the City of Webster City, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 55: General Provisions of the Code of Ordinances of the City of Webster City, Iowa, 1996, is hereby repealed in part and the following adopted in lieu thereof:

55.01(4). "Inoperable condition" means that the vehicle does not have substantial potential use consistent with its usual function, and includes a vehicle that (a) has a missing or defective part that is necessary for normal operation of the vehicle, or (b) is stored on blocks, jacks or other supports, or elevated in any other way, or (c) has not had a current vehicle license for at least three (3) months, or (d) which cannot be immediately started and moved under its own power, as demonstrated by the owner to a police officer, or its designee.

55.01(5). "Junk" means old or scrap ferrous or non-ferrous metal, including but not limited to iron, steel, brass and copper, rope, rags, batteries, paper, trash, rubber, including tires, debris, waste or junked, dismantled or wrecked motor vehicles or parts of motor vehicles.

55.01(6). "Junk vehicle" means any vehicle licensed, unlicensed or legally placed in storage with the County Treasurer, stored within the corporate limits of the City and which has any of the following characteristics:

G. Storage. Any vehicle used as storage for items such as rags, old rope, batteries, paper, trash bags, machinery, mechanical parts, scrap housing goods, dead plant material or any similar material.

For the purpose of this subsection, "stored" shall not include vehicles situated on the premises of operating auto body shops, vehicle repair shops, service stations or similar commercial businesses, as long as the vehicle does not stay on the premises for more than thirty (30) days.

55.01(11) "Property" means either private or public real property within the corporate limits of the City.

55.01(12) "Side yard corner lots" means the yard area adjacent to the street right-of-way on a corner lot extending from the front yard along the side of the structure to the rear property line.

55.01(13) "Structure" means full enclosed building that does not allow the contents to be viewed from the outside. A structure does not include a car cover or tarp.

55.01(14) "Trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that only tongue weight rests upon the towing vehicle.

55.01(15) "Travel trailer" means a vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and designed to permit the vehicle to be used as a place of human habitation by one or more persons. The vehicle may be up to eight (8) feet six (6) inches in width and its overall length shall not exceed forty-five (45) feet unless width and length are in conflict with Chapter 321, Code of Iowa. Such a vehicle shall be customarily or ordinarily used for vacation or recreational purposes and not used as a place for human habitation. If any such vehicle is used in this State as a place for human habitation for more than ninety (90) consecutive days in one location, it shall be classed as mobile home regardless of the size limitations herein provided. "Travel trailer" does not include a vehicle that is so designed as to permit it to be towed exclusively by a motorcycle.

55.01(16) "Unlicensed" means any vehicle which is not displaying a valid current license as required by the laws of the State of Iowa.

55.01(17) "Vehicle" means every device in, upon or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and includes without limitation a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

55.01(18) "Vital component parts" means those parts of the motor vehicle that are essential to the mechanical functioning of the vehicle, including but not limited to, the motor, drive train and wheels.

55.01(19) "Weeds" means noxious or other otherwise, untended vines, brush and scrub bushes, grass and other similar vegetation.

55.02(1) Abandoned Vehicles and Junk Vehicles. Abandoned vehicles and junk vehicles are declared to be a public nuisance creating a hazard to the health and safety of the public because they invite plundering, create fire hazards, attract vermin and present physical dangers to the safety and well being of children and other citizens. The accumulation and outside storage of such vehicles is in the nature of rubbish, litter and unsightly debris and is a blight on the landscape and a detriment to the environment. If any abandoned vehicle or junk vehicle is stored upon private property in violation hereof, the owner or person in control of the property upon which it is stored shall be prima facie liable for said violation.

55.02A EXCEPTIONS TO DECLARATION OF NUISANCES. The provisions of this chapter do not apply to any junk or junk vehicle stored within:

1. Structure: A garage or other enclosed structure; or
2. Salvage Yard. An auto salvage yard or junk yard lawfully operating within the City, in accordance with the Code of Iowa and the Code of Ordinances of the City of Webster City, Iowa.

55.03 NUISANCES PROHIBITED. The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in Chapter 56 of this Code of Ordinances, or may be subject to a Municipal Infraction as provided for in Chapter 9 of this Code of Ordinances.

55.06 APPLICABILITY. The requirements in Sections 55.04 and 55.05 shall apply to the administration of any nuisance as defined in this Code of Ordinances, including those described in Chapter 55 (General Provisions), 56 (Administrative Procedure), 57 (Destruction of Noxious Weeds and Mowing of Grass), 58 (Chronic Nuisances) 128 (Signs), 140 (Abandoned Vehicles), 142 (Tree and Shrubbery), 143 (Real Property Abandonment and Vacancy) and 185 (Regulations).

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and adopted this _____ day of _____, 2019.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

ORDINANCE NO. 2019- _____

**AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF
THE CITY OF WEBSTER CITY, IOWA, 1996, BY REPEALING
CHAPTER 141 PERTAINING TO JUNK AND JUNK VEHICLES**

BE IT ENACTED by the City Council of the City of Webster City, Iowa, as follows, to-wit:

SECTION 1. SECTION REPEALED. Chapter 141 of the Code of Ordinances of the City of Webster City, Iowa, 1996, pertaining to Junk and Junk Vehicles is hereby repealed.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this _____ day of _____, 2019.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: March 27, 2019

RE: 2nd Reading of Chapters 99 and 101 Wastewater User Compliance

SUMMARY: The attached ordinances for the second reading are applicable to entities discharging wastewater into the City's sewers that would require IDNR NPDES permits or a treatment agreement with the City. The termination provision is removed from Chapter 99 and inserted into Chapter 101.

PREVIOUS COUNCIL ACTION: Council amended Chapter 99 on October 1, 2018 with Ordinance No. 2018-1817. Council approved the first reading of both of the proposed ordinances on March 18, 2019.

BACKGROUND/DISCUSSION: Chapter 101 creates a method of enforcement of wastewater discharge violations. It also provides the wastewater discharge violator a means to "have their day in court" via a hearing before the Council, and provides the methods of notification to violators.

FINANCIAL IMPLICATIONS: None.

RECOMMENDATION: Staff recommends approving the second reading of Chapter 99 to be amended and Chapter 101 be added.

ALTERNATIVES: The City Council could change or not adopt the attached ordinances.

CITY MANAGER COMMENTS: I recommend the City Council approve the second readings.

ORDINANCE NO. 2019- _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF WEBSTER CITY, IOWA, 1996, BY AMENDING
CHAPTER 99 PERTAINING TO SEWER RENTAL**

BE IT ENACTED by the City Council of the City of Webster City, Iowa, as follows, to-wit:

SECTION 1. SECTION REPEALED. Chapter 99.10 **Right to Terminate**, of the Code of Ordinances of the City of Webster City, Iowa, 1996, pertaining to termination of a user's wastewater discharge, is hereby repealed.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this _____ day of _____, 2019

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

ORDINANCE NO. 2019 –

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 1996, BY ADDING CHAPTER 101 PERTAINING TO INDUSTRIAL SEWER USER COMPLIANCE ENFORCEMENT

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA, AS FOLLOWS TO WIT:

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of Webster City, Iowa, 1996 is amended by adding new Chapter 101 entitled Industrial Sewer User Compliance Enforcement, which is hereby adopted to read as follows:

CHAPTER 101

**INDUSTRIAL SEWER USER
COMPLIANCE ENFORCEMENT**

101.01 Definitions
101.02 Applicability
101.03 Publication of Users in Noncompliance

101.04 Administrative Enforcement Remedies
101.05 Other Remedies
101.06 Affirmative Defenses to Discharge Violations

101.01 DEFINITIONS. This chapter hereby adopts and incorporates all definitions found in Chapter 95 through 99, except to the extent the following additional terms are defined:

1. “CBOD” means Carbonaceous 5-Day Biochemical Oxygen Demand as measured by the test method set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.
2. “FOG” and “Oil Grease” mean Fats, Oil, and Grease as set forth in EPA Method 1664, Revision A (N-Hexane Extractable Material).
3. “IDNR” refers to the Iowa Department of Natural Resources.
4. “Industrial user” means an individual, partnership, business, corporation or entity who contributes wastewater in an amount or strength of which is greater than normal domestic sewage.
5. “NPDES” means National Pollutant Discharge Elimination System.
6. “Pass through” means the movement of an environmental pollutant that is not affected by the treatment technologies in place at the POTW which would cause the City to be in violation of its NPDES discharge permit.
7. “POTW” means publicly owned treatment works.

8. "TKN" means Total Kjeldahl Nitrogen as measured by the test method set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.

9. "TSS" means Total Suspended Solids as measured by the test method set forth on the latest edition of Standard Methods for the Examination of Water and Wastewater.

101.02 APPLICABILITY. This chapter applies to any industrial user which discharges wastewater into the City's sewer system under the compliance criteria of an IDNR NPDES permit or a City Wastewater Treatment Agreement (DNR Form 31) or an Agreement for Wastewater Services.

101.03 PUBLICATION OF USERS IN NONCOMPLIANCE. The City Manager may publish one time annually, in the largest local daily newspaper, the names of industrial users found by the City, in accordance with this chapter, to be in significant noncompliance. "Significant noncompliance" means:

1. Chronic violations of wastewater discharge limits, defined herein as those in which 66 percent or more of wastewater measurements obtained from representative samples collected at the permitted discharge point in accordance with accepted sampling protocols, during a six-month period, exceed, by an amount greater than the range of error of the measurement technique, the daily maximum limit for the same pollutant parameter;

2. Technical review criteria (TRC) violations, defined herein as those in which 33 percent or more of wastewater measurements obtained from representative samples collected at the permitted discharge point, in accordance with accepted sampling protocols, for each pollutant parameter during a six-month period equals or exceeds the product of the daily maximum limit multiplied by the applicable criteria (1.4 for CBOD, TSS, FOG, and 1.2 for all other pollutants other than pH);

3. Any other discharge violations that the City can document, based on recognized scientific methodology, which caused (alone or in combination with other discharges) major interference for the POTW or pass through, including endangering the health of POTW personnel or the general public;

4. Any discharge of a pollutant that has caused endangerment to the public or to the environment and has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;

5. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction or attaining final compliance, unless such noncompliance has been waived by the City or the City has interfered in the industrial user's ability to comply;

6. Failure to provide, within 60 days after the due date required by the City, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.

101.04 ADMINISTRATIVE ENFORCEMENT REMEDIES.

1. **Notices of Violation.** If the City Manager finds based on scientifically reliable data that any industrial user has violated or is violating a wastewater treatment agreement in a material way, the City Manager may issue a notice of violation, and such notice shall be served in person on the managing officer of the industrial user or by certified mail on such person with return receipt received. The notice of violation

must specify the parameters violated, the date and time of the violation, the data upon which the City relies in finding such violation, and the manner in which such data was collected.

2. **Consent Agreements.** The City Manager may enter into consent agreements, consent orders, assurances of voluntary compliance, or other similar documents ("consent agreement") establishing an agreement with any industrial user responsible for any such noncompliance as to which notice is given in a notice of violation. Such agreements shall specify the actions to be taken by the industrial user and the time frame for completion of those actions outlined in the consent agreement. In the event a consent agreement is not entered into within 60 days of the service of notice of violation, the City Manager may seek a compliance order in accordance with subsection 3 below.

3. **Compliance Orders.** In the event a consent agreement is not entered into, or the industrial user fails to comply with the terms of a consent agreement, the City Manager may request the City Council to approve the issuance of a compliance order to the industrial user responsible for the discharge, directing that the industrial user submit a plan of action which will include a schedule for the industrial user to come into compliance. The industrial user shall be notified in writing of any such request at least seven (7) days prior to the Council's consideration of the request by personal service on the managing officer or by certified mail on such person with return receipt requested. The notice shall include the time, date, and location of the meeting at which the request will be considered, the proposed compliance order being requested and the basis therefor, including all data. The industrial user shall have the opportunity to present information and argument at such meeting. In the event a compliance order is issued in the form approved by the Council, and the industrial user does not submit an acceptable plan of action or come into compliance within the agreed upon schedule, the City Manager may seek a cease and desist order pursuant to subsections 4 and 5 below, or request the issuance of a municipal infraction citation pursuant to subsection 6 below.

4. **Cease and Desist Orders.** The City Manager may request that the City Council approve a cease and desist order per the criteria set forth in subsection 3 above, directing the industrial user to cease its failure to comply with a compliance order or desist unlawful discharging of industrial waste to the City's sewer system. Such order shall not be issued until such time as a show cause hearing has been held as set out below in subsection 5 below.

5. **Show Cause Hearings.** The City Manager may order any industrial user that fails to comply with a compliance order to appear before the City Council and show cause why a cease and desist order should not be issued. Notice shall be served on the industrial user specifying the time and place for the meeting, the proposed order, the basis for such action including all data, and a request that the industrial user show cause why this proposed order should not be issued. Such written notice must be served personally at least fourteen (14) days prior to the hearing on the managing officer of the industrial user or by certified mail on such person with return receipt received. The industrial user shall have the opportunity to present information and argument at such hearing. Whether or not the industrial user appears as ordered, immediate enforcement action in the form of a cease and desist order may be issued by the City Council following the hearing date. The industrial user may also request a hearing before the City Council to show cause why a proposed cease and desist order should not be issued, and the City Council shall notify the City Manager and industrial user of any such hearing in the manner set out in this section.

6. **Municipal Infractions.** In the event an industrial user fails to comply with the terms and conditions of a compliance order within the specified period of time, the City Manager may request the City Council

to authorize the issuance of a civil citation for a municipal infraction for an environmental violation. The industrial user shall be notified in writing of any such request at least fourteen (14) days prior to the Council consideration of the request, by personal service on its managing officer or by certified mail on such person with return receipt requested, and such notice shall include the time, date, and location of the meeting at which the request will be considered, the reasons for such action, the proposed action being requested and the basis therefor including supporting data. The industrial user shall have the opportunity to present information and argument at the meeting. In the event the City Council grants the request, which decision must be in writing, the City Manager may issue the citation in accordance with Chapter 9 of this Code of Ordinances.

7. **Administrative Penalty Charges.** An industrial user contributing wastewater to the POTW in excess of the limitations contained within its wastewater discharge agreement may be assessed a penalty charge, based on the schedule and methods of calculating penalties in 99.02.01, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use.

Unpaid penalty charges shall, after sixty (60) calendar days, be assessed an additional penalty of ten percent (10%) for the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month, compounded monthly. Industrial users desiring to dispute such penalty charges must file written request with the City Manager to reconsider the penalty charges along with full payment within thirty (30) days of being notified of the penalty charges. The City Manager shall convene a hearing before the City Council on the matter within thirty (30) days of receiving the request from the industrial user, with notice to be given in writing at least seven (7) days in advance of the hearing in the same manner as provided for in Section 101.04(1). The industrial user may present information and argument at such hearing. The City Council shall issue its decision on any such request within twenty (20) days of such hearing. In the event the industrial user's request results in a full or partial refund, the refund, together with any interest accruing thereto, shall be returned to the industrial user within ten (10) days of the City Council's decision. An industrial user which is denied, in whole or in part, the relief sought in any such request for reconsideration may seek further and additional relief through any and all other remedies available under applicable law. Issuance of an administrative penalty charge shall not be a prerequisite for the City taking any other action against the industrial user; however, if the City elects to impose administrative penalty charges, it cannot also cause a citation for municipal infraction to be issued for the same alleged violations of the industrial user's wastewater treatment agreement. All penalty charges collected under the guidelines of this chapter shall be directed to the operating budget of the City's wastewater treatment plant.

8. **Emergency Service Suspensions.**

A. The City Manager may immediately suspend an industrial user's sewer service at a particular discharge point (after notice to the industrial user's managing officer) when such a suspension: (i) is necessary in order to stop an actual or threatened discharge which, based on data collected in accordance with recognized scientific methodology, presents or causes an imminent substantial endangerment to the health or welfare of the general public or to the environment; or (ii) when the discharge threatens to cause undue, substantial, irreversible damage to the equipment within the City's POTW or harm to its personnel.

B. Any industrial user notified of a suspension shall immediately stop or eliminate its contribution to the sewer system at that discharge point. In the event of an industrial user's failure to

immediately comply with the suspension order, the City Manager shall take such steps as deemed necessary including immediate severance of the designated sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals or the environment. The City Manager shall allow the industrial user to recommence its discharge when industrial user has demonstrated to the City Manager that the period of endangerment has passed. The City Manager must accept or deny the request of the industrial user to recommence its discharge within forty-eight (48) hours of such a request, not accounting for non-working days or holidays. If the City Manager refuses the industrial user's request to recommence discharge, a hearing must be held within forty-eight (48) hours of that refusal before the City Council, not accounting for non-working days or holidays, with notice to be given immediately in the same manner as provided in Section 101.04(1), at which time the City Manager must show cause why suspension must be continued and the industrial user shall have the opportunity to present information and argument. The City Council shall issue its decision on the request to lift the suspension at that hearing, stating the basis therefor. In the event the industrial user's request is granted, the City Manager shall immediately allow the discharge to recommence. In the event the industrial user's request is denied, the industrial user may seek further and additional relief through any and all other remedies available under applicable law.

C. An industrial user that is responsible, in whole or in part, for any discharge which results in the emergency suspension of its sewer service at a particular discharge point shall submit to the City Manager a detailed written statement describing the causes of the harmful condition and the measures taken to prevent any future occurrence prior to any show cause or termination hearing provided for under other sections of this chapter.

D. Nothing in this section shall be interpreted to require a hearing prior to any emergency suspension under this section.

9. **Terminations of Industrial Waste Discharge.** In addition to the circumstances upon which the City may suspend sewer service under Section 101.04(8), any industrial user which commits the violations set forth below may be subject to termination of its wastewater treatment agreement:

A. Violation of a cease and desist order;

B. Refusal of reasonable access to the industrial user's premises for the purpose of inspection, monitoring, or sampling;

C. Falsifying self-monitoring reports; or

D. Failure to pay fees, sewer user charges, or administrative penalty charges within sixty (60) days of written notice of same.

10. **Procedures for Termination of Industrial Waste Discharge.** The City may terminate an industrial user's wastewater treatment agreement pursuant to Section 101.04 (9) based on the following procedures:

A. The City shall issue a written notice to the industrial user a minimum of twenty (20) days prior to the date set for a hearing before the City Council. Such notice shall notify the industrial user of the time, date, and place of hearing, the purpose for the hearing, the proposed action, and the basis for such

proposed action including the information upon which the City relies in proposing such action. Such written notice shall be served in the same manner as provided for in Section 101.04(1).

B. If after such hearing, the City Council makes a finding in writing based on substantial evidence that actions subject to the termination of industrial waste discharge under Section 101.04(9) have occurred as alleged and are not remedied as of the time of such hearing or to be remedied within a reasonable period thereafter, the City Council may direct the City Manager to terminate the industrial user's wastewater treatment agreement subject to the requirements set forth below. The City Council shall set out its decision and the basis therefor in writing.

C. Written notice of the City Council's decision shall be served on the managing officer of the industrial user by registered mail, return receipt requested, or by personal service. If termination is ordered, the effective date of such termination can be no sooner than forty-five (45) days after the date of receipt of the notice by the industrial user. At any time, the industrial user may challenge that decision through any and all remedies available to it under applicable law.

D. In the event of termination of the industrial user's wastewater treatment agreement, the agreement shall be reinstated once the industrial user has provided information to the City Manager that the user has remedied the circumstances which resulted in the City's decision to terminate. The City Manager must accept or deny the request within forty-eight (48) hours, not accounting for non-working days or holidays. If the City Manager refuses to reinstate, a hearing must be held within forty-eight (48) hours of that refusal before the City Council, not accounting for non-working days or holidays, at which time the City Manager must show cause why termination must be continued. The procedures shall be in accordance with those set out in Section 101.04(8)(B) to the extent applicable.

101.05 OTHER REMEDIES. In addition to other remedies provided for in Chapter 99, including but not limited to in Section 99.09, an industrial user may be charged by the City for all or part of any administrative penalty or fine imposed on the City by a State or Federal agency for violations of the City's obligations, but only to the extent the City proves based on scientifically reliable data that the City's violation was caused by the industrial user's unlawful discharges. The remedies provided in Chapter 101 shall not be exclusive, and the City may pursue other remedies, as are authorized by applicable law, against any persons violating the provisions in this chapter, including injunctive relief.

101.06 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS. In addition to any and all other defenses that an industrial user may have to any action undertaken pursuant to this chapter, an industrial user may assert the following affirmative defenses. Proof of any such affirmative defense shall be a bar against any and all action by the City pursuant to this chapter.

1. Upset. For the purpose of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with discharge limits because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, lack of preventative maintenance, or careless or improper operation. An upset shall constitute an affirmative defense if the following requirements are met:

A. An upset occurred and the industrial user has reasonably identified the causes of the upset;

B. The industrial user's facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

C. The industrial user submitted the following information to the City Manager as soon as possible following the upset:

- (1) A description of the upset and reasonable cause of noncompliance;
- (2) The period of noncompliance, including dates and times;
- (3) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

2. Prohibited Discharge Standards. An industrial user shall have an affirmative defense to any action brought against it pursuant to this chapter if it can prove that it did not know or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause major interference with the City's POTW.

3. Bypass. For the purpose of this section, "bypass" means the intentional diversion of waste streams from any portion of an industrial user's treatment system; and "severe property damage" means substantial physical damage to property, damage to the treatment facility which causes it to become inoperable, or substantial and permanent loss of natural resources, which can reasonably be expected to occur in the absence of the bypass. Bypass is an affirmative defense to actions under this chapter only in the following limited circumstances:

- A. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- B. There were no feasible alternatives to bypass; and
- C. Catastrophic failure of primary equipment and backup systems occurred due to unforeseen causes or natural disasters; or
- D. Upon prior written notice to the Superintendent, bypass occurs for the purpose of essential maintenance to assure efficient operation of treatment equipment.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this ____ day of _____, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2019 -

**RESOLUTION REPEALING RESOLUTION NO. 2019-005 BY CHANGING TIME FOR
REGULAR MEETINGS OF THE CITY COUNCIL FOR 2019**

WHEREAS, the Code of Ordinances of the City of Webster City, 1996, Chapter 17, Section 17.04, paragraph 1 states the time and place of the regular meetings of the Council shall be fixed by resolution of the Council; and,

WHEREAS Resolution No. 2019-005 adopted January 7, 2019 set the first and third Mondays of each month for regular meetings of the Council

WHEREAS, it is the desire of the City Council to change the time of regular meetings of the Council to 6:00 p.m.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa as follows:

That the first and third Mondays of each month, except for Tuesday, September 3rd (Labor Day Holiday) be set at 6:00 p.m. at City Hall for regular meetings of the City Council for the year 2019.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

MEMORANDUM

TO: Mayor & City Council

FROM: Kent Harfst, Interim City Manager/
Recreation & Public Grounds Director

DATE OF MEMO: March 27, 2019

RE: Request for Agreement/Proposal for Engineering Services for the Wilson
Brewer Site Improvement Project and Courthouse Project

SUMMARY: Approximately 80 years ago the City of Webster City established Wilson Brewer Park with the understanding the City would maintain the park. Since then the different buildings and site itself have deteriorated and needs to have improvements made. This phase would be for the City Council approving the agreements/proposals for the site/grounds and the renovation of the courthouse. While the Committee has not raised all of the money necessary for these two improvements, they need to have the plans completed to be prepared once the funds are raised.

PREVIOUS COUNCIL ACTION:

The past few years the City Council has been working with the Historical Committee on the improvements of the park. There have been many Council meetings in which this has been discussed.

BACKGROUND/DISCUSSION:

This past few years the Historical Committee has been working very hard to improve the buildings and the appearance of the grounds. Currently both log cabins are being renovated and will be assembled at their new location in the park sometime this summer. The funding of the log cabins' project has been secured (additional donations for the cabins are always appreciated).

The future phases of the park improvements include: the site/grounds improvements; the renovation of the courthouse; the renovation of the Harmony Center School; the renovation of the Illinois Central Railroad Depot. Not all of the money is raised for these improvements, but it is important for the design and specifications be completed so an accurate cost estimate is completed as well as making the phases ready to start once funding is secured.

FINANCIAL IMPLICATIONS:

The estimated cost for Schlotfeldt Engineering for the preparing of plans and specifications for the Wilson Brewer Site Improvement Project is \$36,500.00. In addition, the estimated cost for Schlotfeldt Engineering for the preparing of plans and specifications for the Courthouse Project is \$20,500.00. Both of these expenses will be paid for from donations that are currently held in the account of the Enhance Hamilton

County Foundation Account coordinated by Darcy Swon. These funds will be transferred to the City, with the City writing the check to Schlottfeldt Engineering.

RECOMMENDATION:

I recommend the City Council approve both resolutions authorizing the Mayor and City Clerk to enter into an agreement/proposal with Schlottfeldt Engineering for design of the site improvements and design of the improvements needed at the courthouse at Wilson Brewer Park.

ALTERNATIVES:

The City Council can choose to not approve the resolutions or delay with modifications of the agreement/proposal.

Attachments

RESOLUTION NO. 2019 - ____

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT/PROPOSAL FOR
ENGINEERING SERVICES WITH SCHLOTFELT ENGINEERING INC., WEBSTER
CITY, IOWA, FOR THE WILSON BREWER SITE IMPROVEMENT PROJECT**

WHEREAS, Wilson Brewer Historic Park Committee desires to make improvements to within the Wilson Brewer Park Site, as indicated in their master Wilson Brewer Park Improvement Plan; and,

WHEREAS, an agreement/proposal has been negotiated with Schlotfeldt Engineering Inc., Webster City, Iowa to perform the project engineering services; and,

WHEREAS, the City Council has reviewed said form of agreement/proposal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement/proposal with Schlotfeldt Engineering Inc., Webster City, Iowa, providing for engineering services of the Wilson Brewer Site Improvement Project.

BE IT FURTHER RESOLVED that said agreement/proposal is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

March 5, 2019

Mr. Kent Harfst
City of Webster City
PO Box 217
Webster City, Iowa 50595

Dear Kent,

Enclosed is our estimated fee proposal for preparing plans and specifications for the Wilson Brewer Site Improvement Project.

Our proposal includes:

- Additional topographical survey (west side of depot).
- Prepare cost estimate for the project.
- Prepare plans based on recent trail layout plan.
- Prepare specifications including bid documents for the project.
- Prepare notices and advertisements to allow solicitation of contractors for the project.
- Review bids after bid letting and process contracts for the successful bidder.
- Review intermittent and final pay estimates and project progress.
- Perform construction staking.
- Perform a final inspection and punch list for the project.

The improvements for the project will generally follow the following scope:

- Construction of trails through the park from Des Moines Street to the east property line of the park.
- Construct ADA access ramps for:
 - Court House
 - Depot
 - Mulberry Church
 - School
- Site grading of former cabin area to improve drainage.
- Construct rail siding for the caboose.

Proposed Fees:

The proposed fee to complete the work as outlined above is \$36,500.

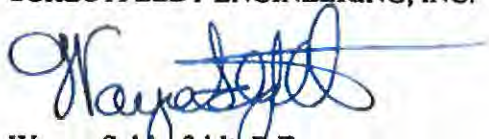
Additional services would be performed based on the schedule below.

<u>Services:</u>	<u>Units:</u>	<u>Rates:</u>
Principal Engineer	Hrs.	\$122.00
Land Surveyor	Hrs.	\$115.00
Survey Crew Chief	Hrs.	\$104.25
Engineering Tech II	Hrs.	\$90.75
Engineering Tech I	Hrs.	\$72.50
Field Technician	Hrs.	\$58.00
GPS/Total Station	Hrs.	\$45.00
Standard Proctor Test	Ea.	\$100.00
Compressive Concrete Test Cylinder (4x8)	Ea.	\$20.00

If you should have any questions, please do not hesitate to call.

Sincerely,

SCHLOTFELDT ENGINEERING, INC.



Wayne Schlotfeldt, P.E.

WTS/dc

This agreement/proposal is hereby approved by the City Council this 1st day of April, 2019.

Karyl K. Bonjour, City Clerk

John Hawkins, Mayor

RESOLUTION NO. 2019 - ____

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT/PROPOSAL FOR ENGINEERING SERVICES
WITH SCHLOTFELDT ENGINEERING INC., WEBSTER CITY, IOWA,
FOR THE WILSON BREWER COURTHOUSE PROJECT**

WHEREAS, Wilson Brewer Historic Park Committee desires to make improvements to the Courthouse in Wilson Brewer Park, as indicated in their master Wilson Brewer Park Improvement Plan; and,

WHEREAS, an agreement/proposal has been negotiated with Schlotfeldt Engineering Inc., Webster City, Iowa to perform the project engineering services; and,

WHEREAS, the City Council has reviewed said form of agreement/proposal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that the Mayor and City Clerk are hereby authorized and directed to enter into an agreement/proposal with Schlotfeldt Engineering Inc., Webster City, Iowa, providing for engineering services of the Wilson Brewer Courthouse Project.

BE IT FURTHER RESOLVED that said agreement/proposal is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

March 5, 2019

Mr. Kent Harfst
City of Webster City
PO Box 217
Webster City, Iowa 50595

Dear Kent,

Enclosed is our estimated fee proposal for preparing specifications for the Wilson Brewer Courthouse Project.

Our proposal includes:

- Prepare cost estimate for the project.
- Prepare plans and specifications for the structural changes and improvements as outlined in our previous reports and layouts.
- Prepare specifications including bid documents for the project.
- Prepare notices and advertisements to allow solicitation of contractors for the project.
- Review bids after bid letting and process contracts for the successful bidder.
- Review intermittent and final pay estimates and project progress.
- Perform a final inspection and punch list for the project.

The improvements for the building will generally follow the following scope:

- Construct ADA accessible front entrance doors.
- Improve site drainage including new window wells, as needed.
- Replace damaged siding (spot repair).
- Install climate control for the building.
- Replace existing windows with new energy efficient windows.
- Resurface wood floors on the first and second floors.
- Install new interior lighting.
- Replace existing wood entrance doors with insulated steel doors.
- Improve attic insulation and ventilation.
- Repair basement block grout and repair basement windows.
- Removal of first floor partition walls.

Proposed Fees:

The proposed fee to complete the work as outlined above is \$20,500.

Additional services would be performed based on the schedule below.

<u>Services:</u>	<u>Units:</u>	<u>Rates:</u>
Principal Engineer	Hrs.	\$122.00
Land Surveyor	Hrs.	\$115.00
Survey Crew Chief	Hrs.	\$104.25
Engineering Tech II	Hrs.	\$90.75
Engineering Tech I	Hrs.	\$72.50
Field Technician	Hrs.	\$58.00

I did want to remind you that we have made some assumptions regarding the roof. Since we are not able to do the design for the corrective improvements until that space is opened up, there may be some additional work that we don't know about at this stage.

Sincerely,

SCHLOTFELDT ENGINEERING, INC.



Wayne Schlutfeldt, P.E.

WTS/dc

This agreement/proposal is hereby approved by the City Council this 1st day of April, 2019.

Karyl K. Bonjour, City Clerk

John Hawkins, Mayor



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Matt Alcazar, Engineering Tech/Project Coordinator

DATE: March 27, 2019

RE: Street Lane Striping Services

SUMMARY: This project includes all labor and equipment needed for painting the traffic lanes on the streets including all associated appurtenances together with related subsidiary and incidental work.

Proposals for the Street Lane Striping Services were sent to four contractors and one proposal was received for the Street Lane Striping Services.

Iowa Plains Signing, Inc. - cost not to exceed \$12,000 per year for 3 years.

PREVIOUS COUNCIL ACTION: January 21, 2019 Council approved obtaining proposals for street lane striping services.

BACKGROUND/DISCUSSION:

Previously the Public Works Department has entered into one year contracts to perform this service. City Staff determined it would be better to obtain bids for a three year period.

FINANCIAL IMPLICATIONS: Funds for these services come from the Street Department operations budget with a do not exceed \$12,000 amount per year.

RECOMMENDATION: I recommend the Street Lane Striping Services be completed as described above and award the contract to Iowa Plains Signing, Inc., Slater, Iowa for the full base proposal of \$0.09/ft. for three years, not to exceed \$12,000 per year.

ALTERNATIVES: The City Council could choose to delay all or a portion of the project or develop other alternatives for the Street Lane Striping Services. Council could also direct City Staff to only do a one year contract.

CITY MANAGER COMMENTS: I also recommend the City Council award the contract to Iowa Plains Signing, Inc.

RESOLUTION NO. 2019 - ____

**AWARDING CONTRACT AND AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A THREE YEAR AGREEMENT WITH IOWA PLAINS SIGNING, INC.,
SLATER, IOWA FOR STREET (TRAFFIC) LANE STRIPING SERVICES**

WHEREAS, pursuant to the Purchasing Policy for the City of Webster City, Iowa, dated February 19, 2007, requests for proposals were solicited for three (3) year Street (Traffic) Lane Striping Services; and,

WHEREAS, the proposal received from Iowa Plains Signing, Inc., Slater, Iowa has been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The proposal for the project submitted by the following contractor is fully responsive to the request for proposal for the project, and is the lowest responsible bid received, such bid being as follows:

NAME AND ADDRESS OF CONTRACTOR

AMOUNT OF BID

Iowa Plains Signing, Inc., Slater, Iowa

not to exceed \$12,000
(each year)

SECTION 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, subject to the terms of the agreement, the request for proposal, and the terms of the bidder's written proposal

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written agreement with said contractor for the project.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and Iowa Plains Signing, Inc., Slater, Iowa. For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work. Professional shall perform in a competent and Professional manner the Scope of Work as set forth in **Exhibit "A"** attached hereto and by this reference incorporated herein for professional services in connection included Request for Proposal.

2. Completion. Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than **June 15, 2022**. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Liquidated damages Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set for in the agreement.

In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

4. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The unit prices for work performed by Professional shall not exceed those unit prices set forth in **Exhibit "A"** appended hereto. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

5. Non-Assignability. Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the

Professional of any of the responsibilities or obligations under this agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any sub-professionals officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-professional.

6. Termination. The Professional or the City may terminate this Agreement, without specifying the reason therefore, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

7. Professional Staff Change Procedure: The Professional shall notify the City of the loss of consultant staff in writing and the effects it will have on current projects and the City interests. The Professional shall find mutually agreed replacement of staff within ninety days and having like expertise, other employed staff, new staffing, or contractual relationship. Failure to provide agreed replacement, allows the City at its discretion to terminate this contract, in full or in part, with no obligation to pay the Professional from the date of loss of consultant staff.

8. Covenant Against Contingent Fees. The Professional warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Professional, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract

9. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and sub-professionals during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment

Insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

10. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Professional error, mistake, negligence, or other fault of the Professional, any sub-professional of the Professional, or any officer, employee, representative, or agent of the Professional or of any sub-professional of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any sub-professional of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

11. Professional's Insurance Requirements

- A Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- B. The Professional shall purchase and maintain such insurance as will protect the Professional from claims set forth below which may arise out of or result from the Professional's operations under the contract, whether such operations be by the Professional or by any sub-Professional or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- C. The insurance to be maintained by Professional shall be written as follows:
 - 1. Workers Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below

B. Employers Liability

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each accident
Bodily Injury by disease.	\$500,000 policy limit

The Workers Compensation policy shall include a waiver of *subrogation clause* infavor of the owner.

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for anyone fire)	\$ 100,000
Medical Damage Limit (anyone person)	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement
 - b. Personal and Advertising Injury.
 - c. Operations by independent Professionals.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. Umbrella/Excess Insurance- at Professional's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.

5. Additional Insured — The Professional will include the City or Utility as additional insured on all policies except Workers' Compensation as respects all work performed.
6. Insurance Certificates — Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
7. The following clauses will be added to all liability coverages:

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

D. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Professional each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to Professional's equipment, tools and other personal property as well as automobiles.

- E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.
- F. The certificate of insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not

be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

- G. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

12. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

13. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

14. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Manager
City of Webster City
P. O. Box 217,400 Second Street
Webster City, IA 50595

Professional:
Iowa Plains Signing, Inc.
P.O. Box 654
1110 West 6'h Ave.
Slater, Ia. 50244

15. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

16. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance

by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

17. Execution of Agreement by City.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This agreement shall be governed by the laws of the State of Iowa as from time to time in effect.

INWITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGE]

ATTESTED BY:

City Clerk, Karyl Bonjour

CITY OF WEBSTER CITY, IOWA:

By: _____

Mayor, John Hawkins

Date: _____

PROFESSIONAL:

WITNESSED BY:

By: _____

Title:



Public Works Department
P.O. Box 217
400 Second Street
Webster City, IA 50595
(515) 832-9139
Fax (515) 832-9153

REQUEST FOR QUOTES STREET LANE STRIPING SERVICES

General. The City of Webster City (hereinafter referred to as "City"), seeks quotes from qualified professional firms (hereinafter referred to as "Contractor") to provide the following services:

1. Striping of longitudinal lines for traffic control

Scope of Services. Contractor shall provide all labor, tools, materials, equipment and transportation necessary to stripe longitudinal lane lines, both white and yellow, including, but not limited to, double-yellow, solid lines, skip lines, and fog lines. All work shall include paint, glass beads and application rates in conformance with SUDAS Specifications and Iowa DOT Specifications. City will supply all maps for striping locations.

Payment will be made per linear foot and include the 'skip' area of the lane line when applicable. Line types shall include:

1. Double Yellow Centerline
2. Single Yellow Centerline
3. Yellow Skip Centerline
4. White Skip Lane Line
5. White Solid Line (right roadway edge or turn lanes)

The City intends to enter into a 3-year contract with the selected firm, all in the best interest of the City as determined by the quoted prices submitted. Payment for services shall be as invoiced at the time of work. The City will determine the blocks to be striped.

It is anticipated that the City will paint approximately 110,000 feet of striping per budget year.

All work shall be performed in accordance with City Standards.

License Requirements. All bidders submitting quotes per this request shall have and maintain for the duration of the project, the appropriate license(s) as required by state law. Questions regarding licensing requirements shall be directed to the City's Inspection Department.

Insurance Requirements. All bidders submitting quotes per this request shall have and maintain for the duration of the project, the appropriate insurance(s) as required by state law. Questions regarding insurance requirements shall be directed to the City's Risk Manager.

1. **Indemnification.** The Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers and self-insurance pool from and against all liabilities, claims and demands on account of injury, loss or damage including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence or other fault of the Contractor, any subcontractor or sub-professional of the Contractor, or any officer agent, employee or representative of the Contractor or of any subcontractor or sub-professional of the Contractor, or which arises out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or

sub-professional of the Contractor. The Contractor agrees to investigate, handle, respond to, provide defense for and defend against any such liabilities, claims or demands at the sole expense of the Contractor, or at the option of the City agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liabilities, claims or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its officers, its employees or other third parties, the City shall reimburse the Contractor for the portion of the judgment not attributable to negligence of the Contractor, omission, or other fault of the City, its officers or employees.

2. Contractor's Insurance Requirements.

A. The Contractor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liabilities, claims, demands and other obligations assumed by the Contractor pursuant to requirements herein. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liabilities, claims, demands or other obligations assumed herein by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

B. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by and subcontractor or sub-professional, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

C. The insurance to be maintained by the Contractor shall be written as follows:

1. Workers' Compensation and Employers Liability Insurance. The Contractor shall secure and maintain this insurance throughout its performance of work under this Agreement as prescribed by Iowa law or the minimum limits shown below:

a. Iowa Benefits Statutory

b. Employers Liability

Bodily Injury by accident \$500,000 each accident

Bodily Injury by disease \$500,000 each accident

Bodily Injury by disease \$500,000 policy limit

c. The Workers' Compensation policy shall include a waiver of subrogation clause in favor of the City.

2. Commercial General Liability Insurance. The Contractor shall secure and maintain this insurance throughout its performance of work under this Agreement with the combined single limits shown below covering bodily injury, property damage and personal injury:

General Aggregate Limit \$2,000,000

Products - Completed Operations Aggregate Limit \$2,000,000

Personal and Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

Fire Damage Limit (for any one fire) \$100,000

Medical Damage Limit (any one person) \$5,000

This insurance must include the following features:

a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate 'Per Project Endorsement.'

b. Personal and Advertising Injury.

c. Operations by Independent Contractors.

d. Contractual Liability coverage.

e. Coverage for property damage underground or property damaged by explosion or collapse (XCU).

3. Automobile Liability Insurance. The Contractor shall secure and maintain this insurance throughout its performance of work under this Agreement covering all owner, non-owner, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.

"EXHIBIT A"

4. Contractor Liability Insurance. The Contractor shall secure and maintain this insurance throughout its performance of work under this Agreement in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
5. Umbrella/Excess Insurance. At the Contractor's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
6. Additional Insured. The Contractor will include the City as additional insured on all policies except Workers' Compensation and professional liability as respects all work performed.
7. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be acceptable to the City. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of this Agreement.
8. The following clauses will be added to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- D. Subrogation. To the extent that such insurance is in force and collectible and to the extent permitted by law, the City and the Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to the Contractor's equipment, tools and other personal property as well as vehicles.
- E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Each policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- F. The Certificate of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of work under the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- G. Failure on the part of the Contractor to produce or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due the Contractor from the City.
- H. The City reserves the right to request and receive a certified copy of any policy and endorsement thereto.
- I. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, or any other rights, immunities and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

Selection Process. Selection of a Contractor shall be made using the overall bid prices for striping work, as detailed herein. The City reserves the right to select the proposal that performs all work necessary in the best interest of the City.

"EXHIBIT A"

Schedule of Work. All work is to be completed as scheduled with the City after award of the contract. All work will begin after May 1st (weather pending) and completed by June 15th of each year.

Submission of Quote. Quote shall be submitted no later than **4:00 pm, February 25, 2019**, on the appropriate form via email, fax, mail or hand delivery to:

Ken Wetzler, Public Works Director
City of Webster City
400 Second Street
P.O. Box 217
Webster City, Iowa 50595

Email: kwetzler@webstercity.com
Fax: 515-832-9153
Phone: 515-832-9139

Quote shall include:

1. The Quote sheet attached herewith for basic services; and
2. The State Bidders Status Form
3. The appropriate insurance endorsements, verifications and requirements as stated herein.

"EXHIBIT A"

WEBSTER CITY, IOWA PUBLIC WORKS DEPARTMENT

QUOTE FOR STREET LANE STRIPING SERVICES

Quantity	Description	Unit Price
1 Per Foot	Double Yellow Centerline for the unit price of	\$ <u>.09</u>
2 Per Foot	Solid Yellow Centerline for the unit price of	\$ <u>.09</u>
3 Per Foot	Yellow Skip Centerline for the unit price of	\$ <u>.09</u>
4 Per Foot	White Skip Lane Line for the unit price of	\$ <u>.09</u>
5 Per Foot	White Solid Line for the unit price of	\$ <u>.09</u>

Contractor Name: Iowa Plains Signing, Inc

Address: 1110 W. 6th Ave PO Box 654
Ad Slater, IA 50244

Telephone: 515-685-3536

Signature: Tom Luata

Title: Estimator

Dated: 2-22-19



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Matt Alcazar, Project Coordinator

DATE: March 27, 2019

RE: Amendment #8 to the On-Call Paving Specialist Agreement for the
2019 Water Main Repair Project

SUMMARY: Attached is Amendment No. 8 to the Agreement for the On-Call Paving Specialist Agreement with Snyder & Associates, Inc., which was approved on February 6, 2017 and extended for the term of one year with Amendment No. 7 approved on March 4, 2019. This Amendment is for design and construction administration work on the 2019 Water Main Repair Project.

This Scope of Services is for the preliminary and final design, topographic survey, utility coordination, plan preparation, contract documents, bid assistance services, and construction services for the 2019 Water Main Repair Project.

The locations for the water main repairs were determined by the City and the City's budget amount. The project will include four (4) locations for the Base Bid and three (3) locations for Alternate Bids at locations identified below:

Base Bid:

1. Beach Street and Walnut Street
2. Beach Street and Meadow Lane
3. Beach Street and Mary Lane
4. Beach Street and Nancy Lane

Alternate Bid:

1. West Avenue and Second Street
2. Superior Street and Third Street
3. Bank Street and Seneca Street

PREVIOUS COUNCIL ACTION: The City Council approved an Agreement with Snyder & Associates, Inc. on February 6, 2017 to provide for On-Call Paving Specialist Services; approved Amendments #1 thru 6 for ongoing construction projects; and approved Amendment No. 7 extending the agreement for a term of one year on March 4, 2019,

BACKGROUND/DISCUSSION: This Amendment, reviewed by staff, sets forth the scope of work and the not to exceed costs to provide the design services and construction services for the City's 2019 Water Main Repair Project. Work on the design phase will begin upon approval of this Amendment, with construction anticipated to start in early summer of 2019.

FINANCIAL IMPLICATIONS: Funds for this will be from Water Funds authorized by Council as established in the CIP budgeting process. The not to exceed fee for design and construction administration work associated with the 2019 Water Main Repair Project is \$36,200.

RECOMMENDATION: It is recommended that the City Council approve Amendment No. 8 for the 2019 Water Main Repair Project, authorize the City Manager to execute the Amendment; and authorize the engineer and City staff to proceed with the design and bid letting phases of the project. Staff will seek Council approval for award of a construction contract prior to the start of construction.

ALTERNATIVES: If Council chooses, they can:

1. Request staff to re-evaluate the scope of the project and seek other alternatives.

CITY MANAGER COMMENTS: I also recommend the City Council approve Amendment No. 8 for the 2019 Water Main Repair Project.

RESOLUTION NO. 2019 –

**AUTHORIZING ENTERING INTO AMENDMENT NO. 8
TO THE ON-CALL PAVING SPECIALIST AGREEMENT WITH
SNYDER AND ASSOCIATES, INC., ANKENY, IOWA
FOR ENGINEERING SERVICES IN CONNECTION WITH
THE 2019 WATER MAIN REPAIR PROJECT**

WHEREAS, the City of Webster City entered into an On-Call Paving Specialist Agreement on February 6, 2017 with Snyder and Associates, Inc., Ankeny, Iowa for engineering services and approved Amendment No. 7 on March 4, 2019, extending engineering services for the term of one year; and

WHEREAS, the City of Webster City now desires to enter into Amendment No. 8 with Snyder and Associates, Inc., Ankeny, Iowa, for engineering services in connection with the 2019 Water Main Repair Project; and

WHEREAS, the City Council has reviewed said form of amendment.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa to enter into Amendment No. 8 to the On-Call Paving Specialist Agreement for the 2019 Water Main Repair Project with Snyder and Associates, Inc., Ankeny, Iowa, to provide engineering services for the preliminary and final design, topographic survey, utility coordination, plan preparation, contract documents, bid assistance services, and construction services for the 2019 Water Main Repair Project, and authorize the City Manager to execute the amendment.

BE IT FURTHER RESOLVED that said Amendment No. 8 is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 8 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

This Amendment to the Agreement for Engineering Services is made and entered into on the date hereinafter stated under City's signature, between the City of Webster City ("City"), Iowa, and Snyder & Associates, Inc. ("Professional").

For work on the On-Call Street Paving Specialist, the parties agree as follows:

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the scope of work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the Agreement. All provisions of the Agreement shall remain in full force and effect.

CITY OF WEBSTER CITY, IOWA

Kent Harfst, Interim City Manager

Dated: March 18, 2019

SNYDER & ASSOCIATES, INC.

EXHIBIT “A” SCOPE OF WORK

To accomplish the City’s mission of providing quality street, alley, electric, water, wastewater, and storm water services for its customers, it owns and maintains streets and alleys with appurtenant structures, electric facilities with appurtenant structures, water treatment and distribution systems, wastewater collection and treatment systems and storm water collection systems within public rights-of-way.

I. GENERAL

This Scope of Services is for the preliminary and final design, plan preparation, contract documents, bid assistance services, and construction services for the **2019 Water Main Repair Project**. The locations for the water main repairs were determined by the City and the City’s budget amount. The project will include four (4) locations for the Base Bid and three (3) locations for Alternate Bids at locations identified below:

Base Bid:

1. Beach St and Walnut St
2. Beach St and Meadow Ln
3. Beach St and Mary Ln
4. Beach St and Nancy Ln

Alternate Bid:

1. West Ave and 2nd St
2. Superior St and 3rd St
3. Bank St and Seneca St

The Professional will prepare a staging plan to limit street and driveway closures and reduce inconveniences for the public, however, water main work may require full closures and detour. The scope of the Project will be adjusted to meet the City’s available budget and prioritization.

The project scope does not include replacement of utilities, acquiring construction easements, or obtaining railroad permits.

II. BASIC SERVICES

A. PROJECT DEVELOPMENT

An initial project meeting was held with the representatives of the City to establish lines of communication regarding elements of the scope and schedule, set design parameters for the Project and review replacement locations. Additional meetings may be held for the purpose of reviewing design, coordinating with design professionals for other projects in the area, and reviewing budget considerations as the Project progresses.

B. PROJECT ADMINISTRATION

For the duration of the project, the Professional will confer with the City for the purpose of accomplishing the following:

1. The Professional shall work with the City to develop a schedule for the project. Anticipated preliminary schedule is outlined in Exhibit "B".
2. To obtain from the City, as necessary, approvals and policy decisions regarding the project.
3. The Professional will provide to the City a monthly project status report. This written report will be submitted in such a way that is suitable for the use as a City Council information item. Accompanying this report at monthly intervals, the Professional will submit a certified invoice for allowable cost incurred for the performance of the project agreement. Invoice statements will be based on actual cost incurred by the Professional per invoice period. All invoices will be documented, detailing the work performed by the Professional during the invoice period.

C. DESIGN, PLANS, AND CONTRACT DOCUMENTS

The Professional will design and prepare plan documents for review, comment and coordination. The plans will address significant project features such as pavement, water main repairs, traffic control and other design issues that would affect the limits of construction. It is anticipated the work will be confined in the right-of-way and no easement acquisitions will be required. One meeting is anticipated to be held with the City to review the design.

The Professional will prepare plans for bidding in accordance with the City's process. Plan sets will include construction details, layout information, tabulations, and quantities. Production will include submittal of final plans, and contract documents for review and approval. All plans will be created on bond paper, with an 11" x 17" size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

This Project will be let by the City and the Professional shall supply the necessary documents for this process. The Professional shall prepare the final special provisions to be included in the contract documents. Also included in the special provisions will be working day and liquidated damage requirements.

The Professional will prepare final cost opinion based on the final plans. Opinions of probable construction cost prepared by the Professional represent the best judgment of a design professional familiar with the construction industry. It is recognized, however, that the Professional has no control over the cost of labor, materials or equipment over the Contractor's methods of determining bid prices, or over the competitive bidding or market conditions. Accordingly, the Professional does not guarantee that any actual cost will not vary from any cost opinion prepared by the Professional.

A summary of the anticipated Engineering Services for the Project design are as follows:

1. Water main layout for repairs
2. Traffic Control Plan for each site
3. Project quantities for bidding
4. Generation for Check Plans for review by the City

5. Generation of final construction plans based on City input
6. Generate Project Contract Documents
7. Cost Estimate

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contracts, the Professional shall perform the following administrative services during construction of the Project:

1. During the construction phases, the Professional shall specify the testing of materials and administrative procedures as per the City's requirements and as directed by the Professional.
2. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the Contractor and City, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
3. Site Observation - The Professional shall visit the construction site, at such times and with such frequency deemed necessary to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
4. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Nonconformance - The Professional shall notify the City of any known work which does not conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
6. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
7. Change Orders - The Professional shall prepare change orders for approval of the City.
8. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
9. During the Construction Services Phase, the Project Manager shall confer with the City to report Project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
10. If the Contractor exceeds the estimated working days in completing construction of the Project for any of the Project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and amended by the parties to this Agreement.
11. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Professional. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

B. CONSTRUCTION OBSERVATION

The Professional will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Professional to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the Project during the construction periods, including the following:

1. Setting and/or checking of lines and grades required during construction.
2. Observation of the work for general compliance with plans and specifications.
3. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
4. Resident Services provide the City with representation at the job site during the Construction Phases of the Project which results in increasing the probability that the Project will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.
5. The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to City requirements. Concrete field air and slump tests required will be completed by the Resident Engineer or Construction Observer. Moisture and density control tests will be required by the Contractor. Assurance sampling, testing and source inspection required is not expected to be provided by the Professional. All material testing and inspection shall be provided either by the Professional or by the construction contractor with review for acceptance or denial by the Professional.

IV. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the Professional could perform upon request.

1. Assessment Plats and Schedules
2. Easement Plats and/or Acquisition Plats
3. Right-of-way services
4. Submittal fees and/or permit fees to any and all regulatory agencies.
5. Soil borings and geotechnical investigation
6. Subsurface utility investigation
7. Franchise utility services, such as electrical, telephone, fiber optic and gas services
8. Client requested major revisions
9. Wetland delineation, or determination, or mitigation
10. As-built documents other than specified

All work is on an "as needed" basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as 'lump sum,' 'not to exceed,' or performed on a 'time and materials' basis, as mutually agreed and detailed in Exhibit "C."

Responsible persons assigned to this project shall be:

City – Ken Wetzler

Professional – Jeremy Purvis

EXHIBIT "B"

COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City, and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate a Summer 2019 bid letting. The project will be bid in May or June 2019, and the contractor will commence work between August and September 2019. The work shall be completed approximately 2 months after construction commences.

The anticipated preliminary schedule for the 2019 Water Main Repair Project is as follows:

<u>Task</u>	<u>Completion Date</u>
City Council Approve Contract	April 1, 2019
Complete Design and Plans	May 17, 2019
Meeting with City to Review Plans	May 24, 2019
Complete Final Plans and Contract Docs	May 31, 2019
City Council set Letting and Hearing Dates	June 10, 2019
Bid Letting	July 1, 2019
Memo – Engineer Letter of Recommendation	July 2, 2019
City Council Review Bids Received / Contract Award	July 8, 2019
Preconstruction Meeting	August 2019
Start Construction	August – September 2019
End Construction	2 months after starting

Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

All other incidental completion dates required to complete work under this Agreement shall be adhered to as stipulated.

EXHIBIT "C"
PAYMENT

COMPENSATION

Below is a table summarizing the Professional's fees for the scope of services outlined in this Exhibit "A". Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional's 2018-2019 Standard Fee Schedule contained in Exhibit "D" of this Amendment No. 8 to the Agreement for Professional Services.

BASIC SERVICES

Project Development	\$1,200
Project Management	\$3,100
Design, Plans and Contract Documents	\$16,200
Bid Letting Services	<u>\$2,700</u>
Subtotal	\$23,200

CONSTRUCTION SERVICES

Construction Administration	\$5,500
Construction Observation	<u>\$7,500</u>
Subtotal	\$13,000

Amendment No. 8 Total	\$36,200
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EXHIBIT "D"

SNYDER & ASSOCIATES, INC. 2019-20 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$208.00	/hour
Principal I	\$197.00	/hour
Senior	\$177.00	/hour
VIII	\$163.00	/hour
VII	\$155.00	/hour
VI	\$148.00	/hour
V	\$138.00	/hour
IV	\$128.00	/hour
III	\$116.00	/hour
II	\$106.00	/hour
I	\$93.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	\$125.00	/hour
Senior	\$119.00	/hour
VIII	\$111.00	/hour
VII	\$103.00	/hour
VI	\$92.00	/hour
V	\$82.00	/hour
IV	\$76.00	/hour
III	\$64.00	/hour
II	\$56.00	/hour
I	\$48.00	/hour
Administrative		
II	\$64.00	/hour
I	\$52.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council
FROM: Matt Alcazar, Engineering Tech/Project Coordinator
DATE: March 27, 2019
RE: Amendment #5 to Agreement for the On-Call Bridge Inspection and
Underground Utility Distribution Systems

SUMMARY: Attached is Amendment No. 5 to the Agreement which was approved on March 20, 2017 for the On-Call Bridge Inspection and Underground Utility Distribution Systems with WHKS & Co., Ames, Iowa. This Amendment is to extend the current agreement with WHKS & Co. for the term of one year.

WHKS & Co. has been the On-Call Bridge Inspection and Underground Utility Distribution Systems Engineer for design and construction services in conjunction with the approved CIP Bridge Inspections and Underground Utility Distribution Systems.

PREVIOUS COUNCIL ACTION: Council awarded a 2 year contract to WHKS & Co. March 20, 2017.

BACKGROUND/DISCUSSION: This Agreement for On-Call Bridge Inspection and Underground Utility Distribution Systems is for completing estimates for the CIP and for the Design and Construction of the projects approved by Council in the CIP.

FINANCIAL IMPLICATIONS: The yearly inspections of water, sanitary, and storm improvement projects will be affected by the hiring of WHKS & Co. These billing rates will affect the cost for the estimates for future projects included in the CIP and the actual design and construction phases of each project. Rates are established in the Amendment. Funds will be from the departments' budgets.

RECOMMENDATION: It is recommended that the Council approve Amendment No. 5 to extend the current Agreement with WHKS & Co. for the term of one year, and authorize the City Manager to execute the Amendment.

ALTERNATIVES: If Council does not approve and execute this Amendment, they can:

1. Request staff to re-advertise for consultant services. This would delay the design phase of the upcoming certain projects and could affect the desired timeframe for construction.
2. Not approve this Amendment. All current work being performed by WHKS would cease at this time until further direction by Council.

CITY MANAGER COMMENTS: I also recommend the City Council approve Amendment No. 5 as mentioned above.

RESOLUTION NO. 2019 – ____

**AUTHORIZING ENTERING INTO AMENDMENT NO. 5
TO THE ON-CALL BRIDGE INSPECTION AND
UNDERGROUND UTILITY DISTRIBUTION SYSTEMS AGREEMENT
OF MARCH 20, 2017 WITH WHKS & CO., AMES, IOWA
TO EXTEND ENGINEERING SERVICES FOR THE TERM OF ONE YEAR**

WHEREAS, the City of Webster City entered into an On-Call Bridge Inspection and Underground Distribution System Agreement with WHKS & Co., Ames, Iowa on March 20, 2017; and

WHEREAS, the City of Webster City now desires to enter into Amendment No. 5 to said agreement to extend engineering services for the term of one year; and

WHEREAS, the City Council and City Staff have reviewed said form of Amendment No. 5.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa to enter into Amendment No. 5 to the On-Call Bridge Inspection and Underground Distribution System Agreement with WHKS & Co., Ames, Iowa, to provide engineering services for the preliminary and final design, topographic survey, utility coordination, plan preparation, contract documents, bid assistance services, and construction services for projects, and authorize the City Manager to execute the amendment.

BE IT FURTHER RESOLVED that said Amendment No. 5 is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AMENDMENT #5 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS the City of Webster City hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", executed a Professional Services agreement dated March 20, 2017 for (On Call) Bridge Inspection and Underground Utility Distribution Systems Engineering, and

WHEREAS, the Client has requested WHKS to perform continued services as part of Amendment #5 to the original agreement, and

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Amendment and the original Agreement.

Scope of Services

WHKS shall continue to provide the services described in the original Agreement.

This amendment is for a one-year renewal as noted in Article 17, Item e of the original Agreement. This amendment shall be in full force and effect until March 30, 2020 upon which the Client may choose to renew this agreement again.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly per the attached Exhibit A. Exhibit A to be revised annually

Executed this _____ day of _____, 2019

City of Webster City

By: _____

Printed Name: _____

Title: _____

WHKS & co.

By: _____

Printed Name: Derek J. Thomas, P.E.

Title: Principal

Exhibit A

WHKS & Co. 2019 Fee Schedule and Method of Payment

City of Webster City

Schedule of Hourly Billing Rates – Effective January 1, 2019

Project Manager	\$ 141.00
Construction Manager	\$ 102.00
Bridge Inspection Manager	\$ 126.00
Principal	\$ 195.00
Project Engineer	\$ 130.00
Design Engineer	\$ 107.00
Land Surveyor	\$ 146.00
Survey Crew (2-person)	\$ 171.00
*Engineering Tech IV	\$ 123.00
*Engineering Tech III	\$ 97.00
*Engineering Tech II	\$ 85.00
*Engineering Tech I	\$ 76.00
*Clerical	\$ 71.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

***NOTE:** *Time and a half pay applies for overtime, if applicable*



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Matt Alcazar, Engineering Tech/Project Coordinator

DATE: March 27, 2019

RE: Spray Injection Patching Service Extension

SUMMARY: This project includes all labor needed for rehabilitation of the existing streets including all associated appurtenances together with related subsidiary and incidental work.

Proposal was only sent to one contractor because no other contractors were found that provide the same service. One proposal was received for the Spray Injection Patching Service. See attached Proposal for Service.

The Pavement Doctor holds the current contract at a cost of not to exceed \$15,000 per year for 3 years.

PREVIOUS COUNCIL ACTION: April 18, 2016 Council approved a three (3) year contract to The Pavement Doctor with the option to extend for two one year extensions.

BACKGROUND/DISCUSSION: City Staff has determined that the Quote provided by The Pavement Doctor, Fort Dodge, Iowa is a fair and reasonable price per ton.

FINANCIAL IMPLICATIONS: Funds will be from the Street Department operations budget with a do not exceed amount of \$15,000 per year.

RECOMMENDATION: I recommend the Spray Injection Patching Service be completed as described above and that the City Council award the contract to The Pavement Doctor, Fort Dodge, Iowa for the full base proposal of \$250.00/ton, not to exceed \$15,000, for fiscal year 2019/2020.

ALTERNATIVES: The City Council could choose to delay all or a portion of the project or develop other alternatives for the Spray Injection Patching Service. Council could also direct City Staff to seek Proposals for a new 3 year contract.

CITY MANAGER COMMENTS: I concur with Matt's recommendation to the City Council as listed above.

RESOLUTION NO. 2019 - ____

**AWARDING CONTRACT AND AUTHORIZING THE MAYOR AND CITY CLERK
TO EXTEND THE CURRENT THREE YEAR AGREEMENT WITH
THE PAVEMENT DOCTOR, FORT DODGE, IOWA
FOR A SPRAY INJECTION PATCHING PROGRAM FOR THE TERM OF ONE YEAR**

WHEREAS, pursuant to the Purchasing Policy for the City of Webster City, Iowa, dated February 19, 2007, requests for proposals were solicited for a three (3) year Spray Injection Patching Program; and,

WHEREAS, the proposal received from The Pavement Doctor, Fort Dodge, Iowa has been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1. The proposal for the project submitted by the following contractor is fully responsive to the request for proposal for the project, and is the lowest responsible bid received, such bid being as follows:

NAME AND ADDRESS OF CONTRACTOR

AMOUNT OF BID

The Pavement Doctor, Fort Dodge, Iowa

not to exceed \$15,000
(each year)

SECTION 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, subject to the terms of the agreement the request for proposal, and the terms of the bidder's written proposal.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to enter into a written agreement with said contractor for the project.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

ATTN: Matt Alcazar

The Pavement Doctor

1703 Central Ave. • Fort Dodge, IA 50501

515-576-8267 • Cell: 515-571-1691

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO <i>City of Webster City</i>	PHONE <i>515-832-9153</i>	DATE <i>3/21/19</i>
STREET <i>P.O. Box 217</i>	JOB NAME	
CITY, STATE AND ZIP CODE <i>Webster City, IA 50595</i>	JOB LOCATION	
AUTHORIZED BUYER <i>Matt Alcazar</i>		JOB PHONE

We hereby submit specifications and estimates for:

*Furnish labor and materials for spray injection
patching of city streets combining CAS² hot
emulsion and $\frac{3}{8}$ " aggregate.*

Cost - \$250⁰⁰ / ton (city furnishes aggregate)

** Price valid for calendar year 2020*

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ dollars (\$_____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Brian Res...

Note: This proposal may be
withdrawn by us if not accepted within 90 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____



MEMORANDUM

TO: Kent Harfst, Interim City Manager
Mayor and Council

FROM: Matt Alcazar, Engineering Tech/Project Coordinator

DATE: March 27, 2019

RE: Wastewater & Storm Sewer Services

SUMMARY: This project includes all labor and equipment needed for cleaning, televising, root cutting, tap trimming, root treatment, and on-call services for wastewater and storm sewer mains throughout the city including all associated appurtenances together with related subsidiary and incidental work.

The request for quotes was sent to seven contractors, three proposals were received for the Wastewater and Storm Sewer Services. We interviewed three of the firms that submitted quotes and at the conclusion of the interview process City Staff felt that Accu Jet was the best option for the needs of the City at this time.

Accu Jet, was selected by City Staff to provide a number of services including on-call services as needed per year for 3 years.

PREVIOUS COUNCIL ACTION: January 21, 2019 Council approved obtaining proposals from Sanitary and Storm Sewer Services contractors.

BACKGROUND/DISCUSSION: City Staff was presented with the option of continuing to do one year contracts or request council to approve a three year contract. City Staff has opted to request that council approve the three year contract. Staff feels that the quote provided by Accu Jet, Perry, Iowa is a fair and reasonable price. See Attached Quote.

FINANCIAL IMPLICATIONS: Funds will be from the Street Department operations budget with \$94,000 for sanitary sewer and \$25,000 for storm sewer work, which is scheduled, plus any on-call service as needed provided by Accu Jet per year.

RECOMMENDATION: I recommend the Wastewater and Storm Sewer Services be completed as described above and to award the contract to Accu Jet, Perry, Iowa for the rates submitted by Accu Jet for the term of three years.

ALTERNATIVES: The City Council could choose to delay all or a portion of the project or develop other alternatives for the Wastewater and Storm Sewer Services. Council could also direct City Staff to only do a one year contract.

CITY MANAGER COMMENTS: I also recommend the City Council award the contract to Accu Jet.

RESOLUTION NO. 2019 - ____

**AWARDING CONTRACT AND AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A THREE YEAR AGREEMENT WITH ACCU JET, PERRY, IOWA
PROVIDING FOR SANITARY AND STORM SEWER SERVICES**

WHEREAS, the City of Webster City has an ongoing sewer maintenance program; and,

WHEREAS, pursuant to the Purchasing Policy for the City of Webster City, Iowa, dated February 19, 2007, requests for proposals were solicited from sewer cleaning and televising contractors, which included labor and equipment for cleaning, televising, root cutting, tap trimming, root treatment and on-call services for sanitary and storm sewer services throughout the city; and,

WHEREAS, Accu Jet, Perry, Iowa submitted a proposal and the proposal has been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project; and,

WHEREAS, the City Council has reviewed said agreement and desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Webster City, Iowa as follows:

SECTION 1. The proposal for the project submitted by the contractor is fully responsive to the request for proposal for the project, and that the contract be awarded to Accu Jet, Perry, Iowa at the total estimated cost set out in their proposal in Exhibit A of the agreement.

SECTION 2. The Mayor and City Clerk are hereby authorized and directed to enter into a written agreement with Accu Jet, Perry, Iowa.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 1st day of April, 2019.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and Accu Jet, Perry Iowa.

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work. Professional shall perform in a competent and Professional manner the Scope of Work as set forth in Exhibit "A" attached hereto and by this reference incorporated herein for professional services in connection included Request for Proposal.

2. Completion. Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than June 30, 2021. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Liquidated damages Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set for in the agreement.

In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

4. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The unit prices for work performed by Professional shall not exceed those unit prices set forth in Exhibit "A" appended hereto. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

5. Non-Assignability. Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the

Professional of any of the responsibilities or obligations under this agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any sub-professionals officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-professional.

6. Termination. The Professional or the City may terminate this Agreement, without specifying the reason therefore, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

7. Professional Staff Change Procedure: The Professional shall notify the City of the loss of consultant staff in writing and the effects it will have on current projects and the City interests. The Professional shall find mutually agreed replacement of staff within ninety days and having like expertise, other employed staff, new staffing, or contractual relationship. Failure to provide agreed replacement, allows the City at its discretion to terminate this contract, in full or in part, with no obligation to pay the Professional from the date of loss of consultant staff.

8. Covenant Against Contingent Fees. The Professional warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Professional, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract

9. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and sub-professionals during the performance of this contract Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment

insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

10. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Professional error, mistake, negligence, or other fault of the Professional, any sub-professional of the Professional, or any officer, employee, representative, or agent of the Professional or of any sub-professional of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any sub-professional of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

11. Professional's Insurance Requirements

- A Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- B. The Professional shall purchase and maintain such insurance as will protect the Professional from claims set forth below which may arise out of or result from the Professional's operations under the contract, whether such operations be by the Professional or by any sub-Professional or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- C. The insurance to be maintained by Professional shall be written as follows:
 - 1. Workers Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below

A Iowa Benefits Statutory

B. Employers Liability

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each accident
Bodily Injury by disease.	\$500,000 policy limit

The Workers Compensation policy shall include a waiver of
subrogation clause in favor of the owner.

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement
 - b. Personal and Advertising Injury.
 - c. Operations by independent Professionals.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. Umbrella/Excess Insurance- at Professional's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.

5. Additional Insured — The Professional will include the City or Utility as additional insured on all policies except Workers' Compensation as respects all work performed.
6. Insurance Certificates — Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
7. The following clauses will be added to all liability coverages:

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

D. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Professional each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to Professional's equipment, tools and other personal property as well as automobiles.

- E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional Insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.
- F. The certificate of insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not

be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

- G. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

12. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

13. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

14. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Manager
City of Webster City
P. O. Box 217,400 Second Street
Webster City, IA 50595

Professional:
Accu Jet LLC.
12155 J Avenue
Perry, Ia. 50220

15. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

16. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance

by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

17. Execution of Agreement by City.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This agreement shall be governed by the laws of the State of Iowa as from time to time in effect.

INWITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGE]

ATTESTED BY:

CITY OF WEBSTER CITY, IOWA:

By: _____


City Clerk, Karyl Bonjour

Mayor, John Hawkins

Date: _____

PROFESSIONAL:

WITNESSED BY:



By: 

Title: President Date: 3/12/19

**WEBSTER CITY, IOWA
PUBLIC WORKS DEPARTMENT**

"EXHIBIT A"

**QUOTE FOR
SANITARY AND STORM SEWER SERVICES
FOR CLEANING, ROOT CUTTING, VIDEO CAMERA AND ROOT TREATMENT WORK**

Guaranteed prices to the City for services on a 3-year contract are as follows:

Item	Description	Unit	Unit Price
1	Clean 6" - 12" Sewer	Linear Foot	0.73
2	Clean 15" - 20" Sewer	Linear Foot	0.78
3	Clean 21" - 36" Sewer	Linear Foot	0.83
4	Televis 6" - 12" Sewer	Linear Foot	0.93
5	Televis 15" - 20" Sewer	Linear Foot	0.93
6	Televis 21" - 36" Sewer	Linear Foot	0.93
7	Inspection Reversal Reset	Each	45.00
8	Root Cutting 6" - 21" Sewer	Linear Foot	1.15
9	Root Cutting 24" - 36" Sewer	Linear Foot	1.15
10	Cleaning Crew Per Diem (Per Person)	Each	30.00
11	Televising Crew Per Diem (Per Person)	Each	30.00
12	Root Cutting Crew Per Diem (Per Person)	Each	30.00
13	Tap Trimming	Hour	375.00
14	Specialty Cleaning (Jet/Vac)	Hour	260.00
15	Root Treatment 6" - 12" Sewer	Linear Foot	465.00
16	Root Treatment 15" - 20" Sewer	Linear Foot	500.00
17	Root Treatment 21" - 36" Sewer	Linear Foot	515.00

Contractor Name: ACCUJET LLC

Signature: 

Address: 12155 J AVE

Title: President

PERRY, IA 50220

Dated: 3/8/16

Telephone: 515-360-8582



MEMORANDUM

TO: City Manager
Mayor and Council

FROM: Kirby L. Winter, Information Technology Director

DATE: March 18, 2017

RE: New Phone System Purchase for all City Offices.

SUMMARY: The purchase of this new IP based phone system will update the City phone system that is long overdue for replacement. With the completion of the fiber project which has all City Offices on the City's fiber network allows the purchase of a totally integrated system. I sent out an RFP to three different telecom vendors. All three provided quotes.

PREVIOUS COUNCIL ACTION: Approved budget for 2018-19 for \$19,719.00. For City Hall phones only.

BACKGROUND/DISCUSSION: The current phone system is very antiquated to say the least. All other offices outside of City Hall phones need replaced also. The phone system that we are looking at is IP based. With all City Offices now attached to the City's fiber network we only need one phone system. This new phone system will provide necessary communication to all City locations. With this new system being IP based the City can now also manage the system and make appropriate changes as needed vs calling for paid service. The Police Department and Fire Department will be the only two dedicated fax lines. Through consolidating and eliminating other dedicated fax lines there will be an additional cost saving \$115.00/mo. The quote from CPI Telecom was \$41,754.51 for equipment and \$814.00 a month for connectivity, Advanced systems came in at \$25,377.26 for equipment and approximately \$804.00 a month for connectivity, River City was 29,572.00 for equipment and they worked with Kurtz Communications for the connectivity portion of the bid which was \$734.87 a month.

FINANCIAL IMPLICATIONS: The cost of the upgraded phone system was budgeted at \$19,719.00. This quote and budget were for City Hall, PD, and Utility office phones only. The fiber network was not finished with no definite time frame of being finished at time of budget deadlines. It is recommended by the New Phone Committee to accept River City's quote. River City's monthly connection fee of \$734.87 is lower than the other bids and will make their bid cheaper over time also. The committee felt River City had a firm grasp on what the City truly needed and wasn't cutting features to win the bid. River City has supported the City of Webster City for several years with excellent support and relations. The IT department will wait until next fiscal year to purchase a new server thus providing \$11,000.00 towards the new phone system if need be. Our current monthly phone bill is approximately \$1,320.00 per month. By purchasing new IP Phone system our monthly charges will drop to \$734.87 per month for a cost savings of approximately \$585 per month, \$7,020.00 annually. All changes or updates are currently provided

on a pay per incident fee. With the new IP Phone system updates and management system will allow changes to be made by city personnel.

The break down for payment will be as follows;

100-41-16-5420-513 – General – 15% - \$4,435.80

601-41-16-5420-513 – Electric - 55% - \$16,264.60

602-41-16-5420-513 – Water – 15% - \$4,435.80

603-41-16-5420-513 – Sewer – 15% - \$4,435.80

RECOMMENDATION: Recommend accepting River City Communications Inc. quote for \$29,572.00, along with the monthly bill to KURTZ Communications, Inc. of \$734.87. This will be monthly cost savings of approximately \$585 with annual savings of \$7,020.00. This new data line for phones may also be used as a secondary internet connection in case of emergencies.

CITY MANAGER COMMENTS: I also recommend the City Council accept River City Communications quote along with the monthly bill to KURTZ Communication.

RIVER CITY COMMUNICATIONS INC.820 SOUTH PENNSYLVANIA AVE.
MASON CITY, IA 50401(641) 424-0164
FAX (641) 423-9946**PROPOSAL****8144**TO CITY OF WEBSTER CITY
400 SECOND ST.
WEBSTER CITY IA 50595-

ATTN: KIRBY WINTER

544

PHONE	515-832-9151	DATE	02/20/2019
JOB NAME/LOCATION	16:52:58		
JOB NUMBER	757	JOB PHONE	641-424-0164

We hereby submit specifications and estimates for:

AVAYA IP OFFICE
ONE YEAR WARRANTY

Equipment to be installed:

00-00-765895	1	IPO 500V2 CONTROL UNIT WITH 6 PORT VM	\$ 1,440.00	\$ 1,440.00
00-00-765434	1	IPO LICENSE R10 ESSENTIAL SD CARD	\$ 510.00	\$ 510.00
00-00-564879	2	IPO MOUNTING KIT	\$ 64.00	\$ 128.00
00-00-789587	2	IPO 500V2 COMBINATION CARD 6X2X4	\$ 472.00	\$ 944.00
00-00-734346	1	IPO DIGITAL 30	\$ 2,150.00	\$ 2,150.00
00-00-745443	38	9508 DIGITAL PHONE	\$ 218.00	\$ 8,284.00
00-00-747758	20	9608G IP PHONE WITH POWER	\$ 254.00	\$ 5,080.00
00-00-732256	20	IP LICENSE	\$ 36.00	\$ 720.00
00-00-774034	1	IPO 500 T1/PRI CARD (8 CHANNELS)	\$ 590.00	\$ 590.00
00-00-784469	8	ADDITIONAL 2 CHANNELS	\$ 278.00	\$ 2,224.00
00-00-584775	1	WIRELESS CONF PHONE WITH WIRED MICS	\$ 1,325.00	\$ 1,325.00
00-00-575033	1	WIRELESS HEADSET WITH ELECTRONIC LIFTER	\$ 364.00	\$ 364.00
08-08-080808	1	HARDWARE AND SURGE PROTECTION	\$ 448.00	\$ 448.00
			\$ 0.00	\$ 0.00
			\$ 0.00	\$ 0.00

Subtotal \$ 24,207.00
\$ 0.00SYSTEM CONFIGURED: 8 LINES, 42 DIGITAL STA.
4 ANALOG STA. AND 6 PORT VOICE MAIL.
WITH A FULL PRI.Labor \$ 5,365.00
Tax 0.0 \$ 0.00

TOTAL ** \$ 29,572.00

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
Twenty nine thousand five hundred seventy two and 00/100 dollars (\$ 29,572.00).

Payment to be made as follows:

If it applies, payment can be handled through a lease purchase agreement or the payment is due at the completion of the work within this proposal.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
SignatureNote: This proposal may be
withdrawn by us if not accepted within30
days.**ACCEPTANCE OF PROPOSAL** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposed Product Description	Qty	Rate	MRC
City Manager/City Clerk Office – 400 Second Street			
Product Description			
1.5M IQ Data Bundle, Internet Port	1	\$ 295.00	\$ 295.00
Adtran Router, Pro Configuration, 24x7 Maintenance	1	Included	Included
IQ SIP Enterprise Sessions (PRI or SIP handoff)	16	\$ 15.00	\$ 240.00
IQ SIP Standard Seats	60	\$ 0.25	\$ 15.00
Business White Pages Listing	6	\$ 1.95	\$ 11.70
Toll Free Number (First TF included at no charge)	1	\$ 1.00	-
Domestic LD and TF on Circuit (first 3000 minutes included)	3000	\$ 0.03	Included
Choice Business Prime Lines: (515) 832-9151 (City Main), (515) 832-9153 (Police Main)	3	\$ 32.00	\$ 96.00
Additional White Page Listing	3	\$ 6.00	\$ 18.00
Access Recovery Charges	3	\$ 4.28	\$ 12.84
Subscriber Line Charge	3	\$ 4.95	\$ 14.85
Long Distance - All Sites			
Domestic Long Distance Usage on IQ SIP (In Minutes)	1343.25	\$ 0.03	Included
Domestic Long Distance Usage on POTS (In Minutes)	278.75	\$ 0.07	\$ 19.51
Long Distance Access Charges	3	\$ 3.99	\$ 11.97
Estimated Monthly Total			\$734.87

Based on 36 month service term. Service term begins at billing commencement.

Pricing is based on carrier prices in effect on date of quote and is subject to change until contracted.

Products or features not specified in quote may require additional fees.

Design changes may affect pricing.

If paper invoice is required, account will be charged a monthly paper invoice fee of \$15 for each account.

Paperless bills can be accessed electronically at no charge.

Amount of free LD minutes included in proposal is based on the amount of lines/sessions ordered.

If LD usage exceeds free minutes the rate will be \$0.03/minute for additional usage on the circuit.

International calls are not included in LD rates.

Estimated monthly totals exclude surcharges and taxes.

If extended wiring is needed, additional charges may apply.

Billing on first invoice will be prorated and some components could bill a month in advance.

Circuit billing will commence within 5 days after loop drop, not at activation.

MEMORANDUM

TO: Mayor and City Council

FROM: Kent Harfst, Interim City Manager/
Recreation & Public Grounds Director

DATE OF MEMO: March 27, 2019

RE: Consider Approval of Zero Turn Mower Specifications

SUMMARY: In the 2019-2020 Capital Equipment Program (CEP) there is money budgeted for a 72 Inch Zero Turn Mower to be primarily used at Graceland Cemetery. This mower will help reduce the amount of time needed to mow all of the large open areas of the cemetery

PREVIOUS COUNCIL ACTION:

Earlier this year the City Council approved this item in the future CEP that begins on July 1, 2019.

BACKGROUND/DISCUSSION:

As you may remember from last spring, the area received a lot of rain and it was very difficult for staff to keep up the mowing within Graceland Cemetery, the city parks, and other city owned property. By having this larger Zero Turn Mower it is hoped to be able to keep up with the mowing (regardless of the weather conditions) at the cemetery. As needed, this mower could be used in the parks after Memorial Day. This would also help save time in areas that have a lot of trees and would reduce the amount of trimming needed.

FINANCIAL IMPLICATIONS:

There is \$12,500.00 budgeted for the purchase of this mower. While it is not budgeted until July 1, I have spoken with the Finance Director and she is okay with the early purchase since the CEP is not reported to the state. As a result, there would not have to be a budget amendment for this early purchase.

RECOMMENDATION:

Authorize the Public Grounds Department to seek bids for a 72 Inch Zero Turn Mower and authorization to purchase if not exceeding \$12,500.

ALTERNATIVES:

If the City Council chooses to not authorize staff to seek bids, some alternatives include:

1. Rewrite specifications as directed by the City Council.
2. Delay seeking bids until later in the new fiscal year. There is a concern the price of steel will be increasing and cause the mower to increase in price as well.

Attachment: 72 Inch Zero Turn Commercial Mower Specifications

CITY OF WEBSTER CITY
P. O. Box 217
WEBSTER CITY, IOWA 50595
Phone 515-832-9123 Fax 515 832-9124

72" Zero Turn Commercial Mower

CATEGORIES

SPECIFICATION GUIDE LINES

PROPOSED

Models:

Gravely Pro-Turn 272 - 72" Zero Turn Commercial Mower
 Gravely Pro-Turn 472 - 72" Zero Turn Commercial Mower
 Cub Cadet Pro Z 972 L KW - 72" Zero Turn Commercial Mower
 John Deere Z960M - 72" Zero Turn Commercial Mower

Specifications:

Engine System:

Engine: Yamaha
 Forced Air cooled V-Twin 4 Cycle Vertical Shaft OHV
 Type: Gasoline Engine
 Air Cleaner: Heavy Duty Air Cleaner
 Horsepower: 30-35 hp
 Displacement: 824 cc
 Battery Voltage: 25 amp
 Starter: Electric
 Charge System: 12 Volt

Engine Deck/Frame:

Fuel: Unleaded -gas
 Fuel Tank Capacity: 10-14 gallons
 Drive Wheels / Tires: 24 x 12 - 12 Radial Turf Tires
 Lever operated parking brake prevents operation w/parking brake engaged.
 Parking Brake: Heavy duty 1.5" x 3.0" tubular frame
 Frame: Steel w/extrusions to prevent slipping, w/2 mounted rubber isolators to reduce vibration
 Foot Plate:

Drive System:

Type: Integrated pump and wheel motor transmissions
 Transmissions: Hydro-Geat ZT-5400
 Large diameter, adjustable control arms w/isolators to reduce vibration from the frame
 Steering/Travel Control: Self-adjusting, self-tightening
 Transmission Belt Idler: Lever actuated wet disc brake, internal to transmission, assures maximum brake holding capacity
 Brakes: Tough 1.375 inch shaft for maximum strength
 Axles:

Instrument Panel:	Mounted on right side of the operator, key switch, throttle, BBC switch, fuel gauge, hour meter	
Forward Speed Range:	0-13 mph	
Reverse Speed Range:	0-6 mph	
<u>Cutting Deck:</u>		
Type:	Floating, adjustable, anti-scalping	
Cutting Width:	72"	
Cutting Height:	1 - 5.5" in 1/4" increments	
Cutting Height Adjustment:	Foot-operated pedal adjustment from operator's seat, dial height of cut makes it easy to change cutting height by simply rotating the dial to the desired height of cut	
Deck Construction:	7-gauge steel with .25 inch spindle reinforcement	
Blade Engagement:	Ogura GT3.5 Electirc Clutch	
Blade Number:	3 - 24.5"	
Blade Tip Speed:	18,000-18,300 fpm	
Number of Spindles:	3	
Spindle Material:	Heavy-duty spindle shaft, w/forged aluminum housing, ball bearings, maintenance free design	
Spindle Pulleys:	Split steel design for strength and durability	
Constant Belt Tension System:	CBT system - ensures constant belt tension and consistent blade tip speed	
Cutter Deck Belts:	V-Belt	
<u>Misc.:</u>		
Seat:	Full Air Ride Suspension and Seat Isolators	
ROPS:	Foldable	
<u>Additional:</u>		
Mulching Kit:	Standard	

Warranty

List Plan

Basic	5 Year / 1500 Hour Limited Commercial / No Hour Limit First Two Years
Deck Shell & Frame	Lifetime Deck Shell and Frame

Please submit a full list of options of your bid that may not be on this list. Any deviations from the specifications must be listed and detailed.

The City of Webster City reserves the right to waive compliance on minor technicalities on this specification; to reject any or all bids; and to accept any bid which, in the opinion of the City, is in the best interest of the City.

For more information please call @515-832-9125 ask for Lanny, Breanne or Brian or Email at blesher@webstercity.com

TOTAL PURCHASE PRICE

PURCHASE PRICE WITH NO TRADE

Bidder's Signature

Dealer Name

Sales Rep Name

Address

City

State

Zip Code

Phone

Fax

805 Des Moines Street
Webster City, IA 50595
(515) 832-2885
(515) 832-2515 fax



GROVES & CHIZEK LAW OFFICE

Gary J. Groves
gary@groveslaw.net

Zachary S. Chizek
zach@groveslaw.net

March 26, 2019

TO: Members of the City Council

RE: Summary of Professional Services for March 2019.

Dear Council Members:

Outlined below is a summary of professional services I have provided for the City of Webster City as City Attorney for the month of March 2019. The main issues I addressed this past month were (a) prepared amendments to various Code sections, including Chapter 99 and 101 related to wastewater, (b) worked with the City's Engineer and Mary Ann's on their new wastewater treatment agreement, (c) worked with the City's Planning Director and a developer for the purchase of lots in Brewer Creek Estates 5th and 6th Addition, and (d) prepared for the City's abandonment case related to 1014 Elm Street.

In regards to our Municipal Code, I have prepared amendments to Chapter 99 and 101 regarding penalties and steps to address violations of our wastewater discharge agreements with various industries in town. This has been completed at the request of the City's Engineer for our wastewater plant, Greg Sindt. These were presented to you, the City Council, at the last council meeting for a first reading.

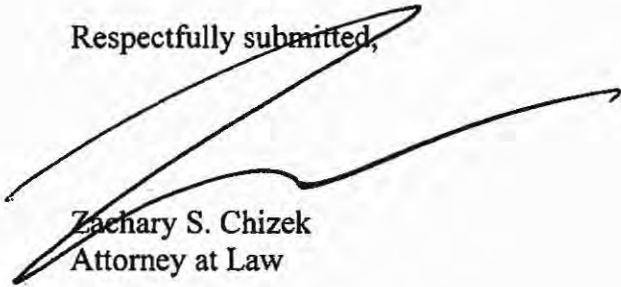
In regards to Mary Ann's new wastewater treatment agreement, Mary Ann's was requesting additional flow capacity from the City for which the City's Engineer, Greg Sindt, believed to be within our current plant's design capacity. Said Agreement has been submitted to the DNR for review.

In regards to Brewer Creek Estates 5th and 6th Addition, I've been working with the City's Planning Director, Karla Wetzler, and a potential developer on a purchase agreement for a number of lots located in these additions. Said purchase agreement will come before Council on the April 1st agenda as a public hearing for which the Council will be able to review and potentially approve said agreement.

Finally, in regards to 1014 Elm Street, we went to court two weeks ago, at which time the City was requesting that the court deem the property abandoned and give title to the property to the City. The Court ruled that although we, as the City, proved our case, that the Court would give the property owner until April 15, 2019 to bring the property up to full compliance with the City's building code in order for the property owner to retain title. We will continue to monitor the property until said date to see if the property owner complies.

If you have any questions regarding any of the above summary please do not hesitate to contact me.

Respectfully submitted,



Zachary S. Chizek
Attorney at Law