

**AGENDA**  
**Regular City Council Meeting**  
**CITY HALL**  
**Webster City, Iowa**  
**November 4, 2019**  
**6:00 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 (**no more than five minutes per person**)

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**

- a. **Proclamation** by Mayor on Veterans Appreciation Days

**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 October 21, 2019
2. **Resolution** on **Payroll** for the period ending October 26, 2019 and paid on November 1, 2019.
3. **Resolution** on **Bills**    **Fund List**

**C. GENERAL AGENDA**

1. Acknowledgement by Mayor of letter received from the Webster City High School Cross Country Team on "Planting A Tree" in remembrance of Kent Harfst.    **LETTER**
2. **COUNCIL MEMORANDUM:**    **Resolution** establishing a Nuisance at 1403 Superior Street and ordering the abatement thereof within 30 days.    **REQUEST**    **DOCUMENTS**

**COUNCIL MEMORANDUM:**

3. **Resolution** authorizing Cigarette/Tobacco/Nicotine/Vapor Permit – AA Tobacco Outlet, 641 Second Street.  
*(change of ownership)*
4. Recommend approval for issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following:
  - a    **NEW Class C Beer Permit and Sunday Sales -**  
AA Tobacco Outlet, 641 Second Street. *(change of ownership)*

5. **COUNCIL MEMORANDUM:** **Resolution** providing for **Notice** of Hearing on proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2019 Building Demolition Project.
6. **COUNCIL MEMORANDUM:** Request from Engineering Tech/Project Coordinator to seek bids for 2020 Line Clearance Tree Trimming and Removal Services Project.

**COUNCIL MEMORANDUM:**

7. **Resolution** accepting and approving the **Dedication** of Public Streets and Utilities in Brewer Creek Estates 5<sup>th</sup> Addition in Webster City, Iowa.
8. **Resolution** accepting and approving the **Dedication** of Public Streets and Utilities in Brewer Creek Estates 6<sup>th</sup> Addition in Webster City, Iowa.
9. **COUNCIL MEMORANDUM:** **Resolution** of Support and Commitment of Funds for DHQ Investments, LLC, Polk City, Iowa. **REQUEST**
10. **COUNCIL MEMORANDUM:** Motion on request from Street Supervisor to request bids for Tree Grinding Services at the Tree/Brush Drop-Off Site and approval to award the contract if the bids come in under the budgeted amount.
11. **COUNCIL MEMORANDUM:** **Resolution** accepting and executing of the Easement for the 2018-2019 Electrical Underground Conversion Project. **EASEMENT**
12. **COUNCIL MEMORANDUM:** **Resolution** authorizing the Mayor and City Clerk to enter into an Agreement for Engineering Services with P & E Engineering Co., Carlisle, Iowa, for the 2020 Electrical Underground Conversion Project. **AGREEMENT**
13. **COUNCIL MEMORANDUM:** **Resolution** authorizing the Mayor and City Clerk to enter into an Agreement for Engineering Services with Bolton & Menk, Inc., Ames, Iowa, for the Wastewater Treatment Facility Improvement Project. **AGREEMENT**

**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. [Memo](#) from Finance Director on United States Department of Agriculture (USDA) Revolving Loan Fund Checking Account
2. [City Attorney](#) Report/Update 10-30-19
3. Update by City Manager:
  - a. Staff changes for Recreation and Public Grounds Department.
  - b. Update on Community Development Block Grant (CDBG) eligibility funding.

**F. ADJOURN**

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

## **PROCLAMATION**

### **VETERANS APPRECIATION DAYS – NOVEMBER 4 to 11, 2019**

**WHEREAS**, tens of millions of Americans have served in the Armed Forces of the United States during the past century with a large number of veterans residing in Webster City and Hamilton County; and,

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and,

**WHEREAS**, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principals of freedom and democracy; and,

#### **NOW, THEREFORE:**

I, John Hawkins, Mayor of the City of Webster City, Iowa do hereby proclaim November 4 – 11, 2019 as Veterans Appreciation Days in Webster City, Iowa and hereby commend the observance to the citizens of our community urging all citizens to honor our veterans and rededicate themselves to the preservation of our liberties under the Constitution;

and,

I urge all citizens to pause for a moment of silence this year at the 11th hour on the 11th day of the 11th month in remembrance of the end of World War I in 1918.

Signed this 4<sup>th</sup> day of November, 2019

John Hawkins Mayor  
City of Webster City, Iowa

**CITY COUNCIL MEETING MINUTES**  
**Webster City, Iowa    October 21, 2019**

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on October 21, 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 Talbot and seconded by Miller 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 Logan Welch shared information from Emily Loughry (YSS) that they are seeking Community Volunteers for a 4<sup>th</sup>/5<sup>th</sup> Grade Mentoring Program. Those interested are encouraged to contact at YSS, the Webster City Community School District or City Offices for more information.

**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 October 7, 2019 Regular Meeting Minutes be approved.
2.     That Resolution No. 2019-175 approving Payroll for the period ending October 12, 2019, and paid on October 18, 2019 in the amount of \$182,762.37 be passed and adopted.
3.     That Resolution No. 2019-176 approving Bills paid in the amount of \$3,006,678.64 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 Welch and seconded by Talbot that the issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following be approved:

- a.     NEW Class C Beer Permit and Sunday Sales  
       AA Tobacco Outlet - 641 Second Street

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

2.     It was moved by Welch and seconded by Talbot that the Planning & Zoning Commission Minutes of October 14, 2019 be accepted and placed on file.

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

3.     It was moved by Miller and seconded by McKinney that request from Arts R Alive to approve locating the Dan Perry sculpture labeled "Nexus" at the Northeast corner of West Twin Park be approved.

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

Janet Adams, member of Arts R Alive, was present to answer any questions of Council.

**City Council Meeting Minutes, October 21, 2019**

4. It was moved by McKinney and seconded by Welch that Resolution No. 2019-177 accepting and executing of the Easement from 909 Seneca Street, Mark R. Trueblood and Sara L. Trueblood, to consent to Webster City crossing 909 Seneca Street with Electrical lines to 905 Seneca Street, Webster City, Iowa be passed and adopted.

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

5. It was moved by McKinney and seconded by Miller that the First Reading of a proposed Ordinance, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Modifying Division 4 of Chapter 50, Section 50-243, Pertaining to Flood Plain Areas by Adding the Definitions of "Factory-Built Home" and "Factory-Built Home Park" be approved.

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

It was moved by Welch and seconded by McKinney that the Second and Third readings of a proposed Ordinance, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Modifying Division 4 of Chapter 50, Section 50-243, Pertaining to Flood Plain Areas by Adding the Definitions of "Factory-Built Home" and "Factory-Built Home Park" **be waived**.

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

It was moved by Welch and seconded by McKinney that **Ordinance No. 2019-1832**, an ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Modifying Division 4 of Chapter 50, Section 50-243, Pertaining to Flood Plain Areas by Adding the Definitions of "Factory-Built Home" and "Factory-Built Home Park" be passed and adopted.

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

Ken Wetzler, Public Works Director explained the amendment to Council.

6. It was moved by Welch and seconded by Miller that Resolution No. 2019-178 accepting work, approving Change Order No. 3 and Pay Request No. 5 in the amount of \$38,162.83 and retainage of \$27,700.64 in 30 days to Heartland Asphalt Inc., Mason City, Iowa for completion of contract for the 2019 Street Improvements Project be passed and adopted.

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

Wetzler informed Council that this will close out the 2019 Street Improvements Project.

7. It was moved by Talbot and seconded by Miller that request from Line Department Supervisor to purchase a 3M Dynatel Cable Locator & Fault Finder from WESCO Distribution, Des Moines, Iowa in the amount of \$4,300.00 be approved.

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

Wetzler informed Council that this bid came in under the budgeted amount of \$5,000.00.

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

It was moved by Welch and seconded by McKinney that the following items (1-5) be accepted and placed on file:

1. The September 2019 Financial Reports including Finance-Treasurer Report, Bank Reconciliation Report, Investment Summary, Receipts, Availa Public Fund, Availa Public Funds Checking (2);
2. The September 2019 City Manager Reports including Electric, Wastewater, Water, Electric Year-to-Date, Water Year-to-Date and Inspection Report;

**City Council Meeting Minutes, October 21, 2019**

3. The September 2019 Police Department Report;
  4. The September 2019 Fire Department Report; and
  5. The Hamilton County Solid Waste Commission October Agenda Packet
- ROLL CALL: McKinney, Miller, Talbot, Welch and Hawkins voting aye.

**COUNCIL COMMITTEE REPORTS**

None brought forth.

**OTHER REPORTS AND RECOMMENDATIONS**

None brought forth.

It was moved by Talbot and seconded by Miller that the Council Adjourn.

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

The October 21, 2019 Regular City Council Meeting stood adjourned at 6:13 p.m.

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John Hawkins, Mayor

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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 October 26, 2019 and paid on  
November 1, 2019 aggregating the sum of \$167,178.69 herewith presented,  
be and the same is hereby approved.

Passed and adopted this 4<sup>th</sup> day of November, 2019.

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**John Hawkins, Mayor**

**ATTEST:**

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**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.	1,458.40	80.00	.00	.00	.00	.00	.00	.00	.00	606.01
Total BUILDING:											
		1	1,458.40	80.00	.00	.00	.00	.00	.00	.00	606.01
11183	HAWKINS, JOHN C.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	109.71
11184	MCKINNEY, MATTHEW L.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
11186	MILLER, BRIAN S.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.35	.00
11188	TALBOT, JAMES M.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.35	.00
11185	WELCH, LOGAN A.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
Total CITY COUNCIL:											
		5	520.00	.00	.00	.00	.00	520.00	.00	184.70	294.23
60722	CHELESVIG, BETH A.	2,886.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,881.19
61220	HENDERSON, LINDSAY E.	2,352.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,730.39
20030	SHERIDAN, DAVID JEFFREY	4,598.20	80.00	.00	.00	.00	.00	.00	175.00	.00	3,155.46
60003	SMITH, ELIZABETH A.	2,034.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,357.34
Total CITY MANAGER:											
		4	11,871.80	320.00	.00	.00	.00	.00	175.00	.00	8,124.38
30980	STRONER, BRIAN M.	2,607.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,818.20
Total ENVIRONMENTAL/SAFETY:											
		1	2,607.20	80.00	.00	.00	.00	.00	.00	.00	1,818.20
61164	BONJOUR, KARYL K.	2,092.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,370.32
61180	GRIMSHAW, STACY M.	1,500.01	80.00	.00	.00	.00	.00	.00	.00	.00	912.62
61190	NERLAND, DEDRA R.	1,540.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,076.10
61163	PEVESTORF, ELIZABETH J.	1,770.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,282.98
30329	WOLFGRAM, DOREEN A.	2,880.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,979.72
Total FINANCE OFFICE:											
		5	9,783.21	400.00	.00	.00	.00	.00	.00	.00	6,621.74
40857	DOOLITTLE, KENDALL J.	80.00	.00	.00	.00	.00	.00	80.00	.00	68.59	.00
41263	ESTLUND, JEROMY J.	2,227.20	112.00	.00	.00	.00	.00	.00	76.80	.00	1,507.58
41410	FEICKERT, BRENT R.	588.00	36.00	.00	.00	.00	.00	84.00	.00	.00	495.98
41395	FEICKERT, DAKOTA L.	840.00	56.00	.00	.00	.00	.00	56.00	.00	.00	623.08
41038	FERGUSON, WILLIAM M.	90.00	.00	.00	.00	.00	.00	90.00	.00	77.16	.00
41300	FOX, JEFFREY A.	70.00	.00	.00	.00	.00	.00	70.00	.00	.00	64.64
41438	FRAKES, JUSTIN M.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41260	FRAZIER, LOGAN W.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41431	HARTNETT, JORDAN T.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
40971	HAYES, BRANDON W.	2,650.88	112.00	.00	.00	.00	.00	.00	331.36	.00	1,912.66
41445	HAYES, HARRISON W.	140.00	.00	.00	.00	.00	.00	140.00	.00	129.29	.00
41441	HAYES, HUNTER W.	50.00	.00	.00	.00	.00	.00	50.00	.00	46.17	.00
40031	HOLST, RONALD W	130.00	.00	.00	.00	.00	.00	130.00	.00	110.46	.00
41192	JESSEN, PHILLIP N.	252.00	12.00	.00	.00	.00	.00	84.00	.00	203.15	.00
41460	LEHMAN, MICHEAL L.	50.00	.00	.00	.00	.00	.00	50.00	.00	.00	41.17
41200	MADSEN, TODD M	140.00	.00	.00	.00	.00	.00	140.00	.00	.00	119.04
41377	RATCLIFF, BRETT D.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41434	SCHRECK, JON C.	28.00	.00	.00	.00	.00	.00	28.00	.00	.00	24.00
41219	SOWLE JR., ANDREW W.	3,327.48	128.00	.00	.00	657.28	.00	.00	369.72	.00	2,266.68
41400	STANSFIELD, CHARLES T.	2,842.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,941.10

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
41436	STENSLAND, CALEB W.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41029	STEWART, EARL L.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41088	TOLLE, PAUL A.	130.00	.00	.00	.00	.00	.00	130.00	.00	110.46	.00
41216	WEINSCHENK, KENRIC J	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
41213	WILLIAMS, ZACHARY W.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.30
41340	YOUNGDALE, COLE C.	70.00	.00	.00	.00	.00	.00	70.00	.00	64.64	.00
41270	ZEHNER, DONALD F.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
<b>Total FIRE DEPARTMENT:</b>											
		27	14,145.96	536.00	.00	.00	657.28	.00	1,642.00	777.88	9,344.22
61235	SIMPSON, CORY L.	1,680.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,169.39
<b>Total INSPECTION:</b>											
		1	1,680.00	80.00	.00	.00	.00	.00	.00	.00	1,169.39
31210	BARNES, DERRICK S.	2,105.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,427.50
31185	CASEY, DANA R.	2,608.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,779.61
31190	DAYTON, BRYAN K.	2,589.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,802.34
30678	DICKINSON, ADAM L.	3,088.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,068.36
31208	HUGHES, NATHAN R.	2,105.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,463.47
31184	MOURTON, RUSSELL E.	2,608.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,463.69
31186	ORTON, RYAN D.	2,608.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,685.92
30918	PARKHILL, MARTY E.	3,124.88	88.00	.00	.00	.00	.00	.00	.00	.00	2,136.46
31077	PETERSBURG, RYAN W.	2,840.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,622.16
<b>Total LINE DEPARTMENT:</b>											
		9	23,678.49	728.00	.00	.00	.00	.00	.00	.00	15,449.51
30976	MADSEN, TODD M.	1,670.75	81.00	.00	30.75	.00	.00	.00	.00	.00	1,204.46
31188	PASCHKE, RODNEY A.	1,735.36	88.00	.00	.00	.00	.00	.00	.00	.00	1,241.51
<b>Total METER DEPARTMENT:</b>											
		2	3,406.11	169.00	.00	30.75	.00	.00	.00	.00	2,445.97
60421	WETZLER, KARLA J.	2,669.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,924.31
<b>Total PLANNING/ZONING:</b>											
		1	2,669.60	80.00	.00	.00	.00	.00	.00	.00	1,924.31
40540	ARENDS, PEGGY J.	2,266.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,398.89
41435	ARONSON, ALISSA A.	1,914.74	92.50	.00	240.34	.00	150.80	.00	.00	.00	1,362.03
41360	DURNELL, KAYCE J.	1,915.47	93.00	.00	283.35	.00	113.34	.00	.00	.00	1,355.53
41390	NOWELL, TANNER J.	2,119.86	96.00	.00	339.66	.00	150.96	104.44	.00	.00	1,485.26
41074	SCHULZ, RHONDA F.	1,733.88	81.00	.00	31.83	.00	.00	.00	.00	.00	1,107.58
41207	WINDSCHITL, JOAN E.	1,846.34	84.75	.00	149.91	.00	.00	.00	.00	.00	1,175.48
<b>Total POLICE DEPARTMENT-D:</b>											
		6	11,796.69	527.25	.00	1,045.09	.00	415.10	104.44	.00	7,884.77
41430	BASINGER, RYAN A.	2,139.04	84.00	.00	.00	.00	.00	.00	.00	.00	1,577.29
41191	HOUGE, CLINTON J.	3,002.10	98.00	586.74	.00	.00	.00	.00	.00	.00	2,096.14
41453	LEHMAN, MICHEAL L.	3,240.18	108.00	455.94	.00	607.92	.00	.00	.00	.00	2,444.49
41485	LOWE, ANDREW T.	2,078.88	84.00	.00	.00	.00	.00	.00	.00	.00	1,433.48
41230	MCKINLEY, ERIC K.	2,469.96	84.00	.00	.00	.00	.00	.00	.00	.00	1,786.63
41110	MORK, SHILOH B.	3,019.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,000.97

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
41225	PRITCHARD, BRANDON D.	2,876.28	96.00	497.52	.00	.00	.00	.00	.00	.00	2,021.85
41426	ROSE, DYLAN M.	3,386.88	111.00	570.60	.00	608.64	.00	.00	.00	.00	2,386.91
41450	THUMMA, STEVEN L.	2,596.46	96.00	455.94	.00	.00	.00	.00	.00	.00	1,475.82
<b>Total POLICE DEPARTMENT-O:</b>		<b>9</b>	<b>24,808.98</b>	<b>841.00</b>	<b>2,566.74</b>	<b>.00</b>	<b>1,216.56</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>17,223.58</b>
81291	ASKLUND, ANTHONY T.	847.00	60.50	.00	.00	.00	.00	.00	.00	.00	680.10
50891	BAUER, LANNY R.	2,330.11	81.00	.00	42.89	.00	.00	.00	.00	.00	1,580.59
81672	CRYSTAL, EVERETT T.	942.00	78.50	.00	.00	.00	.00	.00	.00	.00	813.43
70980	HARMS, BRIAN K.	1,546.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,124.19
81670	HILPIPPE, CHRIS D.	228.00	19.00	.00	.00	.00	.00	.00	.00	.00	206.55
70975	LESHER, BREANNE M.	1,797.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,229.20
81617	OLSON, NICHOLAS L.	747.25	61.00	.00	.00	.00	.00	.00	.00	561.05	.00
81662	VASQUEZ, MICHAEL R.	741.13	60.50	.00	.00	.00	.00	.00	.00	.00	594.49
<b>Total PUBLIC GROUNDS:</b>		<b>8</b>	<b>9,179.52</b>	<b>520.50</b>	<b>.00</b>	<b>42.89</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>561.05</b>	<b>6,228.55</b>
61200	ALCAZAR, MATTHEW D.	1,957.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,369.26
61068	HISLER, KATHY J.	750.00	50.00	.00	.00	.00	.00	.00	.00	.00	548.10
20025	WETZLER, KENNETH L.	3,268.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,989.16
<b>Total PUBLIC WORKS:</b>		<b>3</b>	<b>5,976.41</b>	<b>210.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>3,906.52</b>
81653	BINDER, MEREDITH K.	31.50	3.50	.00	.00	.00	.00	.00	.00	29.09	.00
81679	CROY, BRYNNA N.	135.63	15.50	.00	.00	.00	.00	.00	.00	124.25	.00
81674	CRUTCHER, JACIE M.	91.88	10.50	.00	.00	.00	.00	.00	.00	84.85	.00
81488	DINGMAN, DARLENE L.	273.00	26.00	.00	.00	.00	.00	.00	.00	234.94	.00
81669	DRAEGER, MAKAYLEE M.	114.13	13.50	.00	.00	.00	.00	.00	.00	.00	104.40
81684	DRAEGER, MALLORY L.	202.13	24.50	.00	.00	.00	.00	.00	.00	178.07	.00
81492	FLAWS, ASHLEY R.	33.75	3.00	.00	.00	.00	.00	.00	.00	29.05	.00
81575	FLAWS, HALEY M.	60.50	5.50	.00	.00	.00	.00	.00	.00	55.87	.00
70100	FLAWS, LARRY J.	2,120.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,387.82
81649	GALLETINE, MORGAN R.	140.00	16.00	.00	.00	.00	.00	.00	.00	128.29	.00
81688	GARDALEN, ALEXIS R.	136.56	16.25	.00	.00	.00	.00	.00	.00	125.11	.00
70107	GLASCOCK, MARK A.	1,545.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,039.58
81359	HARFST, BRADY M.	776.75	59.75	.00	.00	.00	.00	.00	.00	.00	581.12
81604	JUDKINS, TUCKER O.	73.00	8.00	.00	.00	.00	.00	.00	.00	67.41	.00
81637	LASOURD, LINCOLN P.	13.88	1.50	.00	.00	.00	.00	.00	.00	12.82	.00
81376	LEHMAN, ESTHER L.	41.00	4.00	.00	.00	.00	.00	.00	.00	37.87	.00
81651	LINDSTROM, SARAH J.	91.00	10.00	.00	.00	.00	.00	.00	.00	84.04	.00
81479	MC KENZIE, JERRY L.	700.00	56.00	.00	.00	.00	.00	.00	.00	.00	445.43
81594	MCBURNEY, SONYA L.	612.88	52.50	.00	.00	.00	.00	.00	.00	466.52	.00
81648	MCCOLLOUGH, JENNIFER K.	126.75	13.00	.00	.00	.00	.00	.00	.00	116.05	.00
81673	MCKEE, BRONWYN E.	111.38	13.50	.00	.00	.00	.00	.00	.00	102.85	.00
81585	MITCHELL, MCKENNA K.	208.13	18.50	.00	.00	.00	.00	.00	.00	192.21	.00
81689	NELSEN, DENISE L.	735.88	50.75	.00	.00	.00	.00	.00	.00	.00	584.73
81665	PRUISMANN, LINDA A.	826.58	53.50	.00	.00	.00	.00	.00	.00	.00	616.40
81470	SPELLMEYER, WILLIAM C.	391.50	29.00	.00	.00	.00	.00	.00	.00	303.92	.00
81675	STANLEY, KYZER R.	202.00	24.00	.00	.00	.00	.00	.00	.00	177.97	.00
81245	TRUJILLO, MONICA M.	69.00	6.00	.00	.00	.00	.00	.00	.00	.00	59.38
81583	VOGELBACHER, SARAH A.	29.25	3.00	.00	.00	.00	.00	.00	.00	.00	27.02
81643	WHITEHILL, AUDRIANA G.	164.25	18.25	.00	.00	.00	.00	.00	.00	147.88	.00
81650	WILLSON, JACOB B.	103.50	11.50	.00	.00	.00	.00	.00	.00	94.58	.00

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
<b>Total RECREATION:</b>											
		30	10,161.41	727.00	.00	.00	.00	.00	.00	2,793.64	4,845.88
51187	BAHRENFUSS, BRANDON D.	2,880.04	86.00	.00	291.24	.00	.00	.00	.00	.00	1,976.38
51178	DOOLITTLE, DAN L	1,078.00	49.00	.00	.00	.00	.00	.00	.00	.00	830.09
51189	MACRUNNEL, MATTHEW A.	1,768.55	81.00	.00	32.55	.00	.00	.00	.00	.00	1,259.18
51200	MCKIBBAN, JACOB D.	1,764.48	81.00	.00	32.48	.00	.00	.00	.00	.00	1,252.88
31195	PETERSON, RICK E.	1,917.53	88.00	.00	.00	.00	.00	.00	.00	.00	1,321.72
51190	RATCLIFF, BRETT D.	1,900.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,251.11
51195	RODEN, JACOB J.	1,732.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,184.33
51184	WILLIAMS, ZACHARY W.	2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,418.34
51124	ZIEGENBEIN, TIMOTHY L.	2,180.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,441.30
<b>Total STREET DEPARTMENT:</b>											
		9	17,302.20	705.00	.00	356.27	.00	.00	.00	.00	11,935.33
30772	DINGMAN, CHAD M	2,311.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,697.26
30977	JACKSON, JEFFREY S.	2,063.60	88.00	.00	.00	.00	.00	.00	.00	.00	1,393.57
31179	WEST, JOHN A.	1,872.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,336.38
<b>Total WASTEWATER:</b>											
		3	6,247.36	256.00	.00	.00	.00	.00	.00	.00	4,427.21
31189	CHAMBERS, TODD A.	2,132.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,421.06
31191	DANIELSON, TIMOTHY E.	3,512.23	91.00	.00	170.87	.00	.00	.00	.00	.00	2,395.23
30358	JOHNSTON, GEORGE A.	2,080.32	88.00	.00	.00	.00	.00	.00	.00	.00	1,302.85
31215	KNOWLES, NICHOLAS A.	2,160.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,473.53
<b>Total WATER PLANT:</b>											
		4	9,885.35	339.00	.00	170.87	.00	.00	.00	.00	6,592.67
<b>Grand Totals:</b>											
		128	167,178.69	6,598.75	2,566.74	1,645.87	1,873.84	415.10	2,266.44	952.88	4,404.72

**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 \$ 505,787.82 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 4<sup>th</sup> day of November, 2019.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>AGSOURCE LABORATORIES (4458)</b>							
2019091210	2	Invoice	INDOOR POOL WATER TESTING	09/30/2019	25.50	04/20	100-22-42-5233-318
2019091210	3	Invoice	INDOOR POOL WATER TESTING	09/30/2019	25.50	04/20	100-22-42-5233-299
Total 2019091210839:					.00		
Total AGSOURCE LABORATORIES (4458):					.00		
<b>SPORTS WORLD (894)</b>							
092519	2	Invoice	5TH/6TH VB SHIRTS	09/25/2019	399.00	04/20	100-22-42-5233-318
092519	3	Invoice	5TH/6TH VB SHIRTS	09/25/2019	399.00	04/20	100-22-42-5222-318
092519	4	Invoice	3RD/4TH VB SHIRTS/COACHES SHIRTS	09/25/2019	288.00	04/20	100-22-42-5233-318
092519	5	Invoice	3RD/4TH VB SHIRTS/COACHES SHIRTS	09/25/2019	288.00	04/20	100-22-42-5222-318
Total 092519:					.00		
Total SPORTS WORLD (894):					.00		
Total 10/21/2019:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>CITY OF WEBSTER CITY-USDA REVOLVING LOAN (6922)</b>							
OCT19	1	Invoice	TRANS MONTHLY USDA GRANT PYMT	10/15/2019	3,000.00	04/20	240-23-36-5393-213
Total OCT19:					3,000.00		
Total CITY OF WEBSTER CITY-USDA REVOLVING LOAN (6922):					3,000.00		
Total 10/24/2019:					3,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>HEARTLAND ASPHALT INC. (5799)</b>							
PYMT #5	1	Invoice	CONTRACTOR - 2019 ST IMP PROJ-PYMT #5	09/27/2019	36,162.83	04/20	525-23-30-5310-299
Total PYMT #5:					36,162.83		
Total HEARTLAND ASPHALT INC. (5799):					36,162.83		
<b>HERITAGE WOODWORKS, INC. (6761)</b>							
EST NO 10	1	Invoice	2018 WILSON BREWER PARK CABIN DISMA	10/11/2019	18,302.70	04/20	534-23-42-5221-299
Total EST NO. 10:					18,302.70		
Total HERITAGE WOODWORKS, INC. (6761):					18,302.70		
Total 10/25/2019:					54,465.53		



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>RUAN, INCORPORATED (6862)</b>							
37391	1	Invoice	T10610 - MONTHLY VEHICLE LEASE	10/30/2019	1,547.23	04/20	100-41-21-5110-515
37391	2	Invoice	T10611 - MONTHLY VEHICLE LEASE	10/30/2019	1,212.49	04/20	100-41-21-5110-515
37391	3	Invoice	T10612 - MONTHLY VEHICLE LEASE	10/30/2019	1,230.61	04/20	100-41-21-5110-515
Total 37391:					3,990.33		
Total RUAN, INCORPORATED (6862):					3,990.33		
Total 10/30/2019:					3,990.33		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>ACCU JET SEWER AND DRAIN CLEANING (5369)</b>							
4536	1	Invoice	CLEAN & TELEWISE STORM SEWERS	10/21/2019	23,354.13	05/20	204-23-30-5330-299
Total 4536:					23,354.13		
4559	1	Invoice	CLEAN & TELEWISE SANITARY SEWERS	10/28/2019	1,643.52	05/20	603-23-71-5673-229
Total 4559:					1,643.52		
Total ACCU JET SEWER AND DRAIN CLEANING (5369):					24,997.65		
<b>ADVANCED SYSTEMS, INC. (18)</b>							
707989	1	Invoice	COPIER-CANON/R C350IF	10/18/2019	7.59	05/20	100-24-14-5435-225
707989	2	Invoice	COPIER-CANON/R C350IF	10/18/2019	54.81	05/20	601-23-80-5931-225
707989	3	Invoice	COPIER-CANON/R C350IF	10/18/2019	16.87	05/20	602-23-80-5931-225
707989	4	Invoice	COPIER-CANON/R C350IF	10/18/2019	5.06	05/20	603-23-80-5931-225
Total 707989:					84.33		
Total ADVANCED SYSTEMS, INC. (18):					84.33		
<b>AHLERS &amp; COONEY, P.C. (22)</b>							
773154	1	Invoice	LEGAL SERVICES/LABOR RELATIONS	10/25/2019	9.00	05/20	100-24-13-5460-212
773154	2	Invoice	LEGAL SERVICES/LABOR RELATIONS	10/25/2019	22.74	05/20	601-24-13-5460-212
773154	3	Invoice	LEGAL SERVICES/LABOR RELATIONS	10/25/2019	6.63	05/20	602-24-13-5460-212
773154	4	Invoice	LEGAL SERVICES/LABOR RELATIONS	10/25/2019	6.63	05/20	603-24-13-5460-212
Total 773154:					45.00		
Total AHLERS & COONEY, P.C. (22):					45.00		
<b>ARKLAND TIRE (2313)</b>							
00052311	1	Invoice	MOUNT & BALANCE 4 TIRES	10/24/2019	100.00	05/20	602-23-61-5935-227
Total 00052311:					100.00		
Total ARKLAND TIRE (2313):					100.00		
<b>ARNOLD MOTOR SUPPLY (68)</b>							
26NV022217	1	Invoice	CASE RV ANTIFREEZE	10/21/2019	23.94	05/20	100-22-42-5210-318
Total 26NV022217:					23.94		
Total ARNOLD MOTOR SUPPLY (68):					23.94		
<b>AVAILA BANK (6318)</b>							
102919	1	Invoice	FULLER HALL PRINCIPAL PYMT	10/29/2019	4,811.71	05/20	300-22-98-5295-910
102919	2	Invoice	FULLER HALL INTEREST PYMT	10/29/2019	4,342.59	05/20	300-22-98-5295-911
Total 102919:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
<b>BAKER, MICHELLE (6927)</b>							
611782214	1	Invoice	CUSTOMER DEPOSIT REFUND	10/29/2019	76.37	05/20	601-21011
Total 611782214:					76.37		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total BAKER, MICHELLE (6927):					76.37		
<b>BERT GURNEY &amp; ASSOCIATES, INC (6241)</b>							
6861	1	Invoice	START-UP DAYBIN LEVEL INDICATORS (LIM	10/11/2019	1,250.00	05/20	602-23-61-5935-870
Total 6861:					1,250.00		
Total BERT GURNEY & ASSOCIATES, INC (6241):					1,250.00		
<b>BLACK HILLS ENERGY (3466)</b>							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	10/22/2019	52.61	05/20	100-23-42-5371-234
Total 2074931097 10/22/19:					52.61		
4752063290	1	Invoice	GAS UTILITY/DEPOT	10/16/2019	87.65	05/20	100-22-42-5221-234
Total 4752063290 10/16/19:					87.65		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	10/16/2019	104.54	05/20	100-22-42-5233-234
Total 5470636360 10/16/19:					104.54		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	10/16/2019	64.76	05/20	100-21-22-5140-234
Total 5542531803 10/16/19:					64.76		
6886529163	1	Invoice	GAS UTILITY/OD POOL	10/23/2019	33.75	05/20	100-22-42-5242-234
Total 6886529163 10/23/19:					33.75		
7824805624	1	Invoice	GAS UTILITY/WWTP	10/23/2019	491.93	05/20	603-23-70-5642-234
Total 7824805624 10/23/19:					491.93		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	10/16/2019	76.71	05/20	100-22-42-5280-234
Total 8081102404 10/16/19:					76.71		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	10/23/2019	39.71	05/20	204-23-30-5310-234
Total 9634407409 10/23/19:					39.71		
Total BLACK HILLS ENERGY (3466):					951.66		
<b>BOMGAARS (6165)</b>							
62520617	1	Invoice	TK#29, HAMMER-STR JAW-PRY BAR SET-VI	10/14/2019	142.82	05/20	204-23-30-5310-311
62520617	2	Invoice	WOOD SHIMS-PENCIL & SHARPENER-PAINT	10/14/2019	26.42	05/20	204-23-30-5310-318
Total 62520617:					169.24		
62521241	1	Invoice	D-HANDLE SHOVEL-TAPE MEASURE-KEYLE	10/16/2019	85.92	05/20	204-23-30-5310-318
Total 62521241:					85.92		
62521603	1	Invoice	PORTO-POWE TOOL-PROPANE TORCH K/T-	10/17/2019	194.97	05/20	603-23-70-5642-311
62521603	2	Invoice	BRUSH	10/17/2019	8.99	05/20	603-23-70-5642-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62521603:					203.96		
62521934	1	Invoice	RV ANTIFREEZE + HOWE'S CONDITIONER	10/18/2019	18.96	05/20	602-23-61-5642-318
Total 62521934:					18.96		
62522883	1	Invoice	PLIERS AND GLOVES	10/21/2019	14.49	05/20	601-23-80-5905-318
62522883	2	Invoice	PLIERS AND GLOVES	10/21/2019	14.49	05/20	602-23-80-5903-318
Total 62522883:					28.98		
62525208	1	Invoice	STAPLE GUN/STAPLES	10/28/2019	14.48	05/20	100-21-18-5190-318
Total 62525208:					14.48		
63359444	1	Invoice	BULK BOLTS	10/16/2019	3.60	05/20	603-23-70-5642-318
Total 63359444:					3.60		
63359617	1	Invoice	DRILL BITS-SOLID PUNCH-TAP	10/17/2019	25.05	05/20	603-23-70-5642-311
63359617	2	Invoice	EYE BOLT	10/17/2019	5.99	05/20	603-23-70-5642-318
Total 63359617:					31.04		
Total BOMGAARS (5165):					556.18		
<b>BONJOUR, KARYL (2357)</b>							
101619	1	Invoice	MIL EXP/IMFOA FALL CONFERENCE	10/16/2019	7.96	05/20	100-24-14-5436-232
101619	2	Invoice	MIL EXP/IMFOA FALL CONFERENCE	10/16/2019	57.46	05/20	601-23-80-5926-232
101619	3	Invoice	MIL EXP/IMFOA FALL CONFERENCE	10/16/2019	17.68	05/20	602-23-80-5926-232
101619	4	Invoice	MIL EXP/IMFOA FALL CONFERENCE	10/16/2019	5.30	05/20	603-23-80-5926-232
Total 101619:					88.40		
Total BONJOUR, KARYL (2357):					88.40		
<b>BORDER STATES INDUSTRIES INC (6530)</b>							
918788740	1	Invoice	QUOTE 092319 AWARDED MATERIALS	10/23/2019	731.77	05/20	601-23-52-5588-318
918788740	2	Invoice	QUOTE 092319 AWARDED MATERIALS	10/23/2019	797.69	05/20	601-23-52-5935-871
Total 918788740:					1,529.46		
Total BORDER STATES INDUSTRIES INC (6530):					1,529.46		
<b>BURT, MARY LOUISE (1567)</b>							
102519	1	Invoice	YOGA CLASS INSTRUCTOR	10/25/2019	642.00	05/20	100-22-42-5233-299
Total 102519:					642.00		
Total BURT, MARY LOUISE (1567):					642.00		
<b>CAPITAL SANITARY SUPPLY (6096)</b>							
C292349	1	Invoice	PAPER TOWELS	10/16/2019	44.87	05/20	601-23-52-5588-318
Total C292349:					44.87		
C292385	1	Invoice	OPERATING SUPPLIES	10/16/2019	192.35	05/20	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>Total C292385:</b>					<b>192.35</b>		
C292755	1	Invoice	PAPER TOWELS/KLEENEX	10/23/2019	25.06	05/20	100-24-36-5480-318
C292755	2	Invoice	PAPER TOWELS/KLEENEX	10/23/2019	17.91	05/20	601-23-36-5480-318
C292755	3	Invoice	PAPER TOWELS/KLEENEX	10/23/2019	14.32	05/20	602-23-36-5480-318
C292755	4	Invoice	PAPER TOWELS/KLEENEX	10/23/2019	14.32	05/20	603-23-36-5480-318
C292755	5	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-21-22-5140-316
C292755	6	Invoice	COPY PAPER	10/23/2019	5.76	05/20	204-23-30-5310-316
C292755	7	Invoice	COPY PAPER	10/23/2019	5.76	05/20	603-23-70-5921-316
C292755	8	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-23-42-5371-316
C292755	9	Invoice	COPY PAPER	10/23/2019	5.76	05/20	602-23-61-5921-316
C292755	10	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-21-18-5190-316
C292755	11	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-23-43-5361-316
C292755	12	Invoice	COPY PAPER	10/23/2019	5.76	05/20	601-24-16-5921-316
C292755	13	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-22-42-5233-316
C292755	14	Invoice	COPY PAPER	10/23/2019	5.76	05/20	601-23-52-5921-316
C292755	15	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-21-21-5110-316
C292755	16	Invoice	COPY PAPER	10/23/2019	5.76	05/20	100-24-18-5470-316
C292755	17	Invoice	COPY PAPER	10/23/2019	5.19	05/20	100-24-12-5430-316
C292755	18	Invoice	COPY PAPER	10/23/2019	10.38	05/20	602-23-81-5921-316
C292755	19	Invoice	COPY PAPER	10/23/2019	1.73	05/20	603-23-81-5921-316
C292755	20	Invoice	COPY PAPER	10/23/2019	17.30	05/20	601-23-81-5921-316
C292755	21	Invoice	COPY PAPER	10/23/2019	3.11	05/20	100-24-14-5435-316
C292755	22	Invoice	COPY PAPER	10/23/2019	6.92	05/20	602-23-80-5921-316
C292755	23	Invoice	COPY PAPER	10/23/2019	2.08	05/20	603-23-80-5921-316
C292755	24	Invoice	COPY PAPER	10/23/2019	22.49	05/20	601-23-80-5921-316
C292755	25	Invoice	COPY PAPER	10/23/2019	1.44	05/20	100-24-30-5380-316
C292755	26	Invoice	COPY PAPER	10/23/2019	1.44	05/20	601-24-30-5380-316
C292755	27	Invoice	COPY PAPER	10/23/2019	1.44	05/20	602-24-30-5380-316
C292755	28	Invoice	COPY PAPER	10/23/2019	1.44	05/20	603-24-30-5380-316
<b>Total C292755:</b>					<b>215.69</b>		
<b>Total CAPITAL SANITARY SUPPLY (6096):</b>					<b>452.91</b>		
<b>CASADY BROTHERS IMP. (145)</b>							
57520W	1	Invoice	WINDOW FOR KUBOTA MOWER #33	10/16/2019	472.07	05/20	100-22-42-5210-314
<b>Total 57520W:</b>					<b>472.07</b>		
<b>Total CASADY BROTHERS IMP. (145):</b>					<b>472.07</b>		
<b>CEMSTONE CONCRETE MATERIALS, LLC (6320)</b>							
C2106974	1	Invoice	CONCRETE - STORM UPDATES	09/30/2019	580.00	05/20	204-23-30-5330-318
<b>Total C2106974:</b>					<b>580.00</b>		
C2112901	1	Invoice	CONCRETE - STORM UPDATES FAIRMEADO	10/09/2019	642.91	05/20	602-23-62-5662-318
C2112901	2	Invoice	CONCRETE - STORM UPDATES FAIRMEADO	10/09/2019	316.67	05/20	204-23-30-5330-318
C2112901	3	Invoice	CONCRETE - 3yds ART-N-PARK	10/09/2019	461.67	05/20	100-22-42-5210-318
<b>Total C2112901:</b>					<b>1,421.25</b>		
<b>Total CEMSTONE CONCRETE MATERIALS, LLC (6320):</b>					<b>2,001.25</b>		
<b>CENTRAL IOWA BLDG SUPPLY (1298)</b>							
10080008	1	Invoice	REBAR - ART/PARK W TWIN	10/09/2019	12.00	05/20	100-22-42-5210-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 10080008:					12.00		
10080024	1	Invoice	STORM SEWER INTAKE MATERIAL	10/09/2019	20.25	05/20	204-23-30-5330-318
Total 10080024:					20.25		
10080122	1	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	4.97	05/20	100-21-21-5110-318
10080122	2	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	.47	05/20	100-21-22-5140-318
10080122	3	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	.70	05/20	100-22-42-5210-318
10080122	4	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	2.84	05/20	100-23-42-5371-318
10080122	5	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	5.21	05/20	204-23-30-5310-318
10080122	6	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	5.44	05/20	601-23-52-5588-318
10080122	7	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	.95	05/20	602-23-61-5642-318
10080122	8	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	1.66	05/20	602-23-62-5662-318
10080122	9	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	.71	05/20	603-23-70-5642-318
10080122	10	Invoice	MATERIALS FOR REPAIR @ FUEL ISLAND	10/15/2019	.71	05/20	603-23-71-5662-318
Total 10080122:					23.66		
10080203	1	Invoice	FABRICATE SANITARY SEWER LID TO FIT	10/21/2019	166.90	05/20	603-23-71-5662-299
Total 10080203:					166.90		
10080216	1	Invoice	SHELVING FOR DEPOT	10/21/2019	244.56	05/20	100-22-42-5221-318
Total 10080216:					244.56		
Total CENTRAL IOWA BLDG SUPPLY (1298):					467.37		
<b>CENTRAL IOWA DISTRIBUTING, INC (153)</b>							
186458	1	Invoice	RED MARKING PAINT + AIR FRESHNER	10/15/2019	140.00	05/20	601-23-52-5588-318
Total 186458:					140.00		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					140.00		
<b>CENTURY LINK (4614)</b>							
1478444887	1	Invoice	TELEPHONE SERVICE	10/11/2019	9.71	05/20	100-24-12-5430-230
1478444887	2	Invoice	TELEPHONE SERVICE	10/11/2019	19.41	05/20	602-23-81-5921-230
1478444887	3	Invoice	TELEPHONE SERVICE	10/11/2019	32.35	05/20	601-23-81-5921-230
1478444887	4	Invoice	TELEPHONE SERVICE	10/11/2019	3.24	05/20	603-23-81-5921-230
1478444887	5	Invoice	TELEPHONE SERVICE	10/11/2019	5.81	05/20	100-24-14-5435-230
1478444887	6	Invoice	TELEPHONE SERVICE	10/11/2019	12.94	05/20	602-23-80-5921-230
1478444887	7	Invoice	TELEPHONE SERVICE	10/11/2019	3.89	05/20	603-23-80-5921-230
1478444887	8	Invoice	TELEPHONE SERVICE	10/11/2019	42.06	05/20	601-23-80-5903-230
1478444887	9	Invoice	TELEPHONE SERVICE	10/11/2019	35.59	05/20	100-24-30-5380-230
1478444887	10	Invoice	TELEPHONE SERVICE	10/11/2019	12.94	05/20	100-24-18-5470-230
1478444887	11	Invoice	TELEPHONE SERVICE	10/11/2019	16.18	05/20	100-21-18-5190-230
1478444887	12	Invoice	TELEPHONE SERVICE	10/11/2019	32.12	05/20	204-23-30-5320-230
1478444887	13	Invoice	TELEPHONE SERVICE	10/11/2019	75.41	05/20	100-21-22-5140-230
1478444887	14	Invoice	TELEPHONE SERVICE	10/11/2019	75.41	05/20	100-23-42-5371-230
1478444887	15	Invoice	TELEPHONE SERVICE	10/11/2019	75.41	05/20	601-23-52-5588-230
1478444887	16	Invoice	TELEPHONE SERVICE	10/11/2019	75.41	05/20	100-22-42-5233-230
1478444887	17	Invoice	TELEPHONE SERVICE	10/11/2019	75.41	05/20	204-23-30-5310-230
1478444887	18	Invoice	TELEPHONE SERVICE	10/11/2019	75.40	05/20	603-23-70-5642-230
1478444887	19	Invoice	TELEPHONE SERVICE	10/11/2019	75.40	05/20	602-23-61-5642-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1478444887:					754.09		
832-1933 10/	1	Invoice	FIRE DEPT FAX LINE	10/22/2019	62.35	05/20	100-21-22-5140-230
Total 832-1933 10/22/19:					62.35		
832-2525 10/	1	Invoice	PHONE SERVICE-SENIOR CENTER	10/22/2019	128.26	05/20	100-22-42-5280-230
Total 832-2525 10/22/19:					128.26		
832-9166 10/	1	Invoice	PHONE SERVICE - POLICE DEPT	10/22/2019	339.77	05/20	100-21-21-5110-230
Total 832-9166 10/22/19:					339.77		
832-9190 10/	1	Invoice	PHONE SERVICE-OD POOL	10/22/2019	54.25	05/20	100-22-42-5242-230
Total 832-9190 10/22/19:					54.25		
Total CENTURY LINK (4614):					1,338.72		
<b>CHIZEK LAW OFFICE (5715)</b>							
102119	1	Invoice	COST ADVANCED/MISC SERVICES	10/21/2019	77.15	05/20	100-21-18-5190-210
102119	2	Invoice	COST ADVANCED/MISC SERVICES	10/21/2019	47.95	05/20	100-21-18-5190-221
102119	3	Invoice	COST ADVANCED/MISC SERVICES	10/21/2019	94.00	05/20	100-21-18-5190-212
Total 102119:					219.10		
102919	1	Invoice	CITY ATTORNEY FEES/NOVEMBER 2019	10/29/2019	1,083.33	05/20	100-24-13-5460-212
102919	2	Invoice	CITY ATTORNEY FEES/NOVEMBER 2019	10/29/2019	2,979.17	05/20	601-24-13-5460-212
102919	3	Invoice	CITY ATTORNEY FEES/NOVEMBER 2019	10/29/2019	677.08	05/20	602-24-13-5460-212
102919	4	Invoice	CITY ATTORNEY FEES/NOVEMBER 2019	10/29/2019	677.07	05/20	603-24-13-5460-212
Total 102919:					5,416.65		
Total CHIZEK LAW OFFICE (5715):					5,635.75		
<b>CITY OF WEBSTER CITY (176)</b>							
102519	1	Invoice	CITY UTILITIES	10/25/2019	594.07	05/20	100-24-36-5480-233
102519	2	Invoice	CITY UTILITIES	10/25/2019	424.34	05/20	601-23-36-5480-233
102519	3	Invoice	CITY UTILITIES	10/25/2019	339.47	05/20	602-23-36-5480-233
102519	4	Invoice	CITY UTILITIES	10/25/2019	339.46	05/20	603-23-36-5480-233
102519	5	Invoice	CITY UTILITIES	10/25/2019	908.30	05/20	100-21-22-5140-233
102519	6	Invoice	CITY UTILITIES	10/25/2019	446.45	05/20	204-23-30-5310-233
102519	7	Invoice	CITY UTILITIES	10/25/2019	846.96	05/20	100-21-30-5120-233
102519	8	Invoice	CITY UTILITIES	10/25/2019	184.73	05/20	602-23-62-5662-233
102519	9	Invoice	CITY UTILITIES	10/25/2019	738.39	05/20	603-23-71-5662-233
102519	10	Invoice	CITY UTILITIES	10/25/2019	12,036.46	05/20	603-23-70-5642-233
102519	11	Invoice	CITY UTILITIES	10/25/2019	10,191.80	05/20	100-21-30-5160-233
102519	12	Invoice	CITY UTILITIES	10/25/2019	363.73	05/20	100-22-42-5221-233
102519	13	Invoice	CITY UTILITIES	10/25/2019	314.62	05/20	100-22-42-5210-233
102519	14	Invoice	CITY UTILITIES	10/25/2019	27.36	05/20	100-22-42-5210-233
102519	15	Invoice	CITY UTILITIES	10/25/2019	394.21	05/20	100-22-42-5222-233
102519	16	Invoice	CITY UTILITIES	10/25/2019	4,110.80	05/20	100-22-42-5233-233
102519	17	Invoice	CITY UTILITIES	10/25/2019	402.21	05/20	100-23-42-5371-233
102519	18	Invoice	CITY UTILITIES	10/25/2019	7,276.72	05/20	602-23-60-5601-233
102519	19	Invoice	CITY UTILITIES	10/25/2019	161.74	05/20	601-23-51-5566-233
102519	20	Invoice	CITY UTILITIES	10/25/2019	166.64	05/20	601-23-52-5588-233

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
102519	21	Invoice	CITY UTILITIES	10/25/2019	161.74	05/20	601-23-52-5586-233
102519	22	Invoice	CITY UTILITIES	10/25/2019	150.72	05/20	100-22-42-5242-233
102519	23	Invoice	CITY UTILITIES	10/25/2019	2,260.35	05/20	602-23-61-5642-233
102519	24	Invoice	CITY UTILITIES	10/25/2019	242.27	05/20	100-23-43-5361-233
102519	25	Invoice	CITY UTILITIES	10/25/2019	706.20	05/20	100-22-42-5280-233
102519	26	Invoice	CITY UTILITIES	10/25/2019	361.24	05/20	100-21-22-5140-233
Total 102519:					44,150.98		
102519	PLA	1 Invoice	CITY UTILITIES/PLAZA	10/25/2019	43.26	05/20	601-23-36-5393-233
102519	PLA	2 Invoice	CITY UTILITIES/PLAZA	10/25/2019	43.25	05/20	100-23-36-5393-233
Total 102519 PLAZA:					86.51		
102519	SHE	1 Invoice	UTILITIES/WEST TWIN SHELTER	10/25/2019	73.66	05/20	100-22-42-5222-233
Total 102519 SHELTER:					73.66		
102519	WEL	1 Invoice	CITY UTILITIES/Well #8	10/25/2019	897.80	05/20	602-23-60-5601-233
Total 102519 WELL #8:					897.80		
Total CITY OF WEBSTER CITY (176):					45,208.95		
<b>CORN BELT POWER COOP, INC. (197)</b>							
13881	1	Invoice	TAPE READINGS & REPORTS	10/14/2019	40.00	05/20	601-23-51-5566-299
Total 13881:					40.00		
Total CORN BELT POWER COOP, INC (197):					40.00		
<b>COUNSEL OFFICE &amp; DOCUMENT (3996)</b>							
34AR425289	1	Invoice	LEASE AGREEMENT & COPY CHARGE-STRE	10/10/2019	37.79	05/20	204-23-30-5310-225
Total 34AR425289:					37.79		
34AR425833	1	Invoice	COPIER-RICOH/RICSP5300DN	10/14/2019	6.90	05/20	100-24-14-5435-225
34AR425833	2	Invoice	COPIER-RICOH/RICSP5300DN	10/14/2019	49.77	05/20	601-23-80-5931-225
34AR425833	3	Invoice	COPIER-RICOH/RICSP5300DN	10/14/2019	15.31	05/20	602-23-80-5931-225
34AR425833	4	Invoice	COPIER-RICOH/RICSP5300DN	10/14/2019	4.59	05/20	603-23-80-5931-225
Total 34AR425833:					76.57		
Total COUNSEL OFFICE & DOCUMENT (3996):					114.36		
<b>CULLIGAN FORT DODGE (207)</b>							
102019	1	Invoice	AIRPORT-SOFT WATER SERVICE	10/20/2019	131.51	05/20	205-23-45-5372-299
Total 102019:					131.51		
Total CULLIGAN FORT DODGE (207):					131.51		
<b>DAILY FREEMAN JOURNAL, INC. (211)</b>							
5433	1	Invoice	ORD 2019-1831/NO PARKING DM ST	10/17/2019	28.58	05/20	100-24-14-5435-210
Total 5433:					28.58		



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total DAILY FREEMAN JOURNAL, INC. (211):					28.58		
<b>DON'S PEST CONTROL (3349)</b>							
35418	1	Invoice	PEST CONTROL	10/14/2019	44.00	05/20	602-23-61-5651-299
Total 35418:					44.00		
Total DON'S PEST CONTROL (3349):					44.00		
<b>DOOLITTLE OIL COMPANY, INC. (243)</b>							
37101	1	Invoice	HYDRAULIC & PENATRATING OIL	10/18/2019	155.90	05/20	603-23-70-5935-315
Total 37101:					155.90		
Total DOOLITTLE OIL COMPANY, INC. (243):					155.90		
<b>ELECTRONIC ENGINEERING-D M (260)</b>							
550003634-1	1	Invoice	RADIO REPAIR - 977TLN2463	10/15/2019	339.70	05/20	601-23-52-5930-299
Total 550003634-1:					339.70		
550003665-1	1	Invoice	REPAIR PORTABLE RADIO	10/15/2019	568.00	05/20	100-41-21-5110-515
Total 550003665-1:					568.00		
Total ELECTRONIC ENGINEERING-D M (260):					907.70		
<b>FLAWS, LARRY (303)</b>							
090619	1	Invoice	ENERGY EFFICIENCY REBATE	09/06/2019	75.00	05/20	601-23-36-5930-979
090619	2	Invoice	CORN BELT EE RESIDENTIAL REBATE	09/06/2019	25.00	05/20	601-23-53-5930-979
Total 090619:					100.00		
Total FLAWS, LARRY (303):					100.00		
<b>HAGLUND, CHARLES (6847)</b>							
102919	1	Invoice	JANITORIAL SVCS/SR CTR- NOV 2019	10/29/2019	240.00	05/20	100-22-42-5280-299
Total 102919:					240.00		
Total HAGLUND, CHARLES (6847):					240.00		
<b>HAMILTON COUNTY CLERK OF COURT (369)</b>							
02401 EQCV	1	Invoice	COURT COSTS/WILLIAMS	10/17/2019	235.00	05/20	100-21-18-5190-211
Total 02401 EQCV029606:					235.00		
Total HAMILTON COUNTY CLERK OF COURT (369):					235.00		
<b>HAMILTON COUNTY PUBLIC HEALTH (1866)</b>							
102419	1	Invoice	IMMUNIZATIONS	10/24/2019	75.00	05/20	100-21-21-5110-319
Total 102419:					75.00		
Total HAMILTON COUNTY PUBLIC HEALTH (1866):					75.00		
<b>HAWKINS, INC. (3668)</b>							
4593351	1	Invoice	Chlorine & SODIUM BISULFITE	10/03/2019	2,605.58	05/20	603-23-70-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>Total 4593351:</b>					<b>2,605.58</b>		
4594220	1	Invoice	ALUMINATE	10/08/2019	2,759.14	05/20	602-23-61-5641-318
<b>Total 4594220:</b>					<b>2,759.14</b>		
<b>Total HAWKINS, INC. (3668):</b>					<b>5,364.72</b>		
<b>HEARTLAND ASPHALT INC. (5799)</b>							
PYMT #5+	1	Invoice	CONTRACTOR - 2019 ST IMP PROJ-PYMT #5	09/27/2019	2,000.00	05/20	525-23-30-5310-299
<b>Total PYMT #5+:</b>					<b>2,000.00</b>		
<b>Total HEARTLAND ASPHALT INC. (5799):</b>					<b>2,000.00</b>		
<b>HOLMES MURPHY &amp; ASSOCIATES, LLC (5556)</b>							
517909	1	Invoice	HOLMES MURPHY FEES - NOV 2019	10/15/2019	2,205.00	05/20	902-11215
<b>Total 517909:</b>					<b>2,205.00</b>		
<b>Total HOLMES MURPHY &amp; ASSOCIATES, LLC (5556):</b>					<b>2,205.00</b>		
<b>HOTSY EQUIPMENT COMPANY, INC. (411)</b>							
50276	1	Invoice	POWER WASHER REPAIR	10/16/2019	457.79	05/20	100-24-42-5210-299
50276	2	Invoice	POWER WASHER REPAIR	10/16/2019	457.79	05/20	100-23-42-5371-299
<b>Total 50276:</b>					<b>915.58</b>		
<b>Total HOTSY EQUIPMENT COMPANY, INC. (411):</b>					<b>915.58</b>		
<b>HY-VEE ACCOUNTS RECEIVABLE (424)</b>							
4809350767	1	Invoice	OFFICE SUPPLIES	10/17/2019	5.39	05/20	100-24-12-5430-316
4809350767	2	Invoice	OFFICE SUPPLIES	10/17/2019	14.83	05/20	601-23-81-5921-316
4809350767	3	Invoice	OFFICE SUPPLIES	10/17/2019	3.37	05/20	602-23-81-5921-316
4809350767	4	Invoice	OFFICE SUPPLIES	10/17/2019	3.37	05/20	603-23-81-5921-316
<b>Total 4809350767:</b>					<b>26.96</b>		
<b>Total HY-VEE ACCOUNTS RECEIVABLE (424):</b>					<b>26.96</b>		
<b>inTANDEM (6526)</b>							
2069	1	Invoice	RETAINER/NOVEMBER 2019	10/29/2019	312.00	05/20	100-24-12-5430-299
2069	2	Invoice	RETAINER/NOVEMBER 2019	10/29/2019	1,040.00	05/20	601-23-81-5930-299
2069	3	Invoice	RETAINER/NOVEMBER 2019	10/29/2019	624.00	05/20	602-23-81-5930-299
2069	4	Invoice	RETAINER/NOVEMBER 2019	10/29/2019	104.00	05/20	603-23-81-5930-299
<b>Total 2069:</b>					<b>2,080.00</b>		
<b>Total inTANDEM (6526):</b>					<b>2,080.00</b>		
<b>IOWA ONE CALL (485)</b>							
215804	1	Invoice	ONE CALL SERVICES	10/14/2019	55.10	05/20	601-23-52-5930-299
215804	2	Invoice	ONE CALL SERVICES	10/14/2019	35.30	05/20	602-23-62-5662-299
215804	3	Invoice	ONE CALL SERVICES	10/14/2019	35.30	05/20	603-23-71-5662-299
<b>Total 215804:</b>					<b>125.70</b>		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total IOWA ONE CALL (485):					125.70		
<b>IOWA UTILITIES BOARD (461)</b>							
50325	1	Invoice	FY19 REMAINING ASSESSMENT	10/25/2019	5,773.00	05/20	601-23-52-5930-299
Total 50325:					5,773.00		
Total IOWA UTILITIES BOARD (461):					5,773.00		
<b>ITsavvy LLC (5472)</b>							
01145650	1	Invoice	TRIPP LITE UPS REPLACEMENT BATTERY	10/28/2019	17.46	05/20	100-24-16-5420-317
01145650	2	Invoice	TRIPP LITE UPS REPLACEMENT BATTERY	10/28/2019	64.04	05/20	601-24-16-5921-317
01145650	3	Invoice	TRIPP LITE UPS REPLACEMENT BATTERY	10/28/2019	17.46	05/20	602-24-16-5921-317
01145650	4	Invoice	TRIPP LITE UPS REPLACEMENT BATTERY	10/28/2019	17.46	05/20	603-24-16-5921-317
Total 01145650:					116.42		
Total ITsavvy LLC (5472):					116.42		
<b>LAMPERT'S (564)</b>							
112440	1	Invoice	HARDBOARD SIDING	10/14/2019	20.43	05/20	204-23-30-5310-318
Total 112440:					20.43		
162035	1	Invoice	SHELVING FOR DEPOT	10/21/2019	87.70	05/20	100-22-42-5221-318
Total 162035:					87.70		
89880	1	Invoice	2 BOXES OF FASTENERS	10/10/2019	339.98	05/20	601-23-52-5588-318
Total 89880:					339.98		
Total LAMPERT'S (564):					448.11		
<b>LINCOLN NATL LIFE INSURANCE CO (3031)</b>							
102919	1	Invoice	LIFE INSURANCE PREMIUMS	10/29/2019	1,319.87	05/20	902-11215
Total 102919:					1,319.87		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					1,319.87		
<b>LUBRICATION ENGINEERS, INC (6925)</b>							
IN406169	1	Invoice	GREASE - HI QUINPLEX FOOD MACH. LUBE	10/08/2019	189.22	05/20	602-23-61-5935-315
Total IN406169:					189.22		
Total LUBRICATION ENGINEERS, INC (6925):					189.22		
<b>MARTIN MARIETTA MATERIALS (601)</b>							
27163614	1	Invoice	1 LOAD OF CRUSHER RUN	10/07/2019	89.79	05/20	601-23-52-5588-318
Total 27163614:					89.79		
27242704	1	Invoice	ROCK FOR STREET DEPT LOT	10/14/2019	465.23	05/20	204-23-30-5310-318
27242704	2	Invoice	ROCK FOR STREET DEPT LOT	10/14/2019	141.59	05/20	602-23-62-5662-318
27242704	3	Invoice	ROCK FOR STREET DEPT LOT	10/14/2019	67.43	05/20	603-23-71-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 27242704:					674.25		
Total MARTIN MARIETTA MATERIALS (601):					764.04		
<b>MC FARLAND CLINIC PC (609)</b>							
2665980	1	Invoice	PRE-EMPLOYMENT SCREENING	10/22/2019	1,151.00	05/20	100-21-21-5110-319
Total 2665980:					1,151.00		
Total MC FARLAND CLINIC PC (609):					1,151.00		
<b>MENARDS (622)</b>							
13772	1	Invoice	SUPPLIES & LIGHTING FOR C12 ROOM & SIL	10/21/2019	391.14	05/20	602-23-61-5642-318
Total 13772:					391.14		
13793	1	Invoice	LED LIGHTS	10/21/2019	49.94	05/20	602-23-61-5642-318
Total 13793:					49.94		
Total MENARDS (622):					441.08		
<b>MID COUNTRY MACHINERY (2018)</b>							
R24646	1	Invoice	TROMMEL SCREEN SIFTER RENTAL (1 wk)	10/18/2019	2,260.00	05/20	204-23-30-5310-225
Total R24646:					2,260.00		
Total MID COUNTRY MACHINERY (2018):					2,260.00		
<b>MID IOWA PE3TROLEUM EQUIP LLC (6928)</b>							
1499	1	Invoice	REPAIR FUEL TANK	09/18/2019	1,691.21	05/20	205-23-45-5372-299
Total 1499:					1,691.21		
Total MID IOWA PE3TROLEUM EQUIP LLC (6928):					1,691.21		
<b>MIDAMERICAN ENERGY (629)</b>							
392957403	1	Invoice	BOOSTER STATION ELECTRICITY	10/25/2019	189.58	05/20	602-23-62-5662-237
Total 392957403:					189.58		
Total MIDAMERICAN ENERGY (629):					189.58		
<b>MIDLAND NATIONAL LIFE INS CO (1678)</b>							
101819	1	Invoice	MIDLAND PREMIUM	10/18/2019	50.00	05/20	902-11215
Total 101819:					50.00		
Total MIDLAND NATIONAL LIFE INS CO (1678):					50.00		
<b>MISSISSIPPI LIME COMPANY (652)</b>							
1459289	1	Invoice	QUICKLIME 24.7 T	10/16/2019	4,199.00	05/20	602-23-61-5641-318
Total 1459289:					4,199.00		
1459491	1	Invoice	QUICKLIME 24.350 T	10/17/2019	4,139.50	05/20	602-23-61-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1459491:					4,139.50		
1459926	1	Invoice	QUICKLIME 24.420 T	10/21/2019	4,151.40	05/20	602-23-61-5641-318
Total 1459926:					4,151.40		
Total MISSISSIPPI LIME COMPANY (652):					12,489.90		
<b>MOORE CLEANING SERVICE (2902)</b>							
101919	1	Invoice	REIMB/VACUUM HOSE	10/19/2019	17.71	05/20	100-24-36-5480-226
101919	2	Invoice	REIMB/VACUUM HOSE	10/19/2019	10.12	05/20	601-23-36-5480-226
101919	3	Invoice	REIMB/VACUUM HOSE	10/19/2019	11.39	05/20	602-23-36-5480-226
101919	4	Invoice	REIMB/VACUUM HOSE	10/19/2019	11.39	05/20	603-23-36-5480-226
Total 101919:					50.61		
Total MOORE CLEANING SERVICE (2902):					50.61		
<b>MUNICIPAL SUPPLY, INC. (672)</b>							
0743549-IN	1	Invoice	48=5/8x3/4" SR   100CF WATER METERS + S	10/15/2019	6,589.00	05/20	602-23-62-5935-870
Total 0743549-IN:					6,589.00		
Total MUNICIPAL SUPPLY, INC. (672):					6,589.00		
<b>NAPA AUTO PARTS (677)</b>							
882987	1	Invoice	WORK LIGHT - TK#29	10/14/2019	26.99	05/20	204-23-30-5310-318
Total 882987:					26.99		
882998	1	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	6.40	05/20	100-21-21-5110-318
882998	2	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	.61	05/20	100-21-22-5140-318
882998	3	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	.92	05/20	100-22-42-5210-318
882998	4	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	3.66	05/20	100-23-42-5371-318
882998	5	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	6.71	05/20	204-23-30-5310-318
882998	6	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	7.02	05/20	601-23-52-5588-318
882998	7	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	1.22	05/20	602-23-61-5642-318
882998	8	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	2.14	05/20	602-23-62-5662-318
882998	9	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	.92	05/20	603-23-70-5642-318
882998	10	Invoice	BRASS FITTINGS (FUEL ISLAND)	10/14/2019	.90	05/20	603-23-71-5662-318
Total 882998:					30.50		
883268	1	Invoice	CASE OF RV ANTIFREEZE	10/18/2019	33.48	05/20	100-22-42-5210-318
Total 883268:					33.48		
883417	1	Invoice	GAS/FUEL ADDITIVES + STOCK MATERIALS	10/21/2019	304.31	05/20	204-23-30-5310-314
Total 883417:					304.31		
883653	1	Invoice	HYD HOSE & FITTINGS + LED WORK LIGHT (	10/23/2019	141.38	05/20	204-23-30-5310-314
Total 883653:					141.38		
883719	1	Invoice	STOCK PARTS	10/24/2019	90.74	05/20	204-23-30-5310-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 883719:					90.74		
Total NAPA AUTO PARTS (677):					627.40		
<b>O'REILLY AUTOMOTIVE, INC. (727)</b>							
0357-444730	1	Invoice	WINSHIELD WIPERS FOR DUMP TK	10/23/2019	49.39	05/20	601-23-52-5935-314
Total 0357-444730:					49.39		
Total O'REILLY AUTOMOTIVE, INC (727):					49.39		
<b>P &amp; E ENGINEERING COMPANY (733)</b>							
5379	1	Invoice	Eng svcs - 2018/19 UND ELECTRIC CONVER	10/27/2019	38,896.62	05/20	601-23-52-5588-871
Total 5379:					38,896.62		
Total P & E ENGINEERING COMPANY (733):					38,896.62		
<b>PAGEL WINDOW &amp; DOOR (3594)</b>							
213566	1	Invoice	OFFICE REMODEL PROJECT	10/07/2019	13,660.00	05/20	205-23-45-5372-310
Total 213566:					13,660.00		
Total PAGEL WINDOW & DOOR (3594):					13,660.00		
<b>PATTEN, TYLER (6923)</b>							
1943031004	1	Invoice	CUSTOMER DEPOSIT REFUND	10/17/2019	31.63	05/20	601-21011
Total 1943031004:					31.63		
Total PATTEN, TYLER (6923):					31.63		
<b>PER MAR SECURITY SERVICES (2835)</b>							
2142979	1	Invoice	SECURITY ALARM SERVICE/KYP	10/08/2019	707.64	05/20	100-22-42-5210-299
Total 2142979:					707.64		
2145117	1	Invoice	SECURITY ALARM SERVICE/DEPOT	10/08/2019	696.12	05/20	100-22-42-5221-299
Total 2145117:					696.12		
Total PER MAR SECURITY SERVICES (2835):					1,403.76		
<b>PITNEY BOWES-RESERVE ACCT (758)</b>							
102919	1	Invoice	PREPAID POSTAGE	10/29/2019	3,500.00	05/20	100-11210
Total 102919:					3,500.00		
Total PITNEY BOWES-RESERVE ACCT (758):					3,500.00		
<b>PRINTING SERVICES, INC. (1130)</b>							
675989-0	1	Invoice	SMALL NOTE PADS	09/09/2019	19.58	05/20	100-22-42-5233-316
Total 675989-0:					19.58		
676220-0	1	Invoice	HIGHLIGHTERS	09/12/2019	8.99	05/20	100-22-42-5233-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 676220-0:					8.99		
676845-0	1	Invoice	COPY STAMP/TAPE & DISPENSER	09/30/2019	11.31	05/20	100-21-18-5190-318
676845-0	2	Invoice	COPY STAMP/TAPE & DISPENSER	09/30/2019	4.22	05/20	100-24-12-5430-316
676845-0	3	Invoice	COPY STAMP/TAPE & DISPENSER	09/30/2019	14.07	05/20	601-23-81-5921-316
676845-0	4	Invoice	COPY STAMP/TAPE & DISPENSER	09/30/2019	8.44	05/20	602-23-81-5921-316
676845-0	5	Invoice	COPY STAMP/TAPE & DISPENSER	09/30/2019	1.41	05/20	603-23-81-5921-316
Total 676845-0:					39.45		
677019-0	1	Invoice	BINDER	10/03/2019	4.20	05/20	100-24-12-5430-316
677019-0	2	Invoice	BINDER	10/03/2019	14.00	05/20	601-23-81-5921-316
677019-0	3	Invoice	BINDER	10/03/2019	8.39	05/20	602-23-81-5921-316
677019-0	4	Invoice	BINDER	10/03/2019	1.40	05/20	603-23-81-5921-316
Total 677019-0:					27.99		
677130-0	1	Invoice	BINDER	10/07/2019	3.98	05/20	100-24-12-5430-316
677130-0	2	Invoice	BINDER	10/07/2019	13.26	05/20	601-23-81-5921-316
677130-0	3	Invoice	BINDER	10/07/2019	7.95	05/20	602-23-81-5921-316
677130-0	4	Invoice	BINDER	10/07/2019	1.32	05/20	603-23-81-5921-316
Total 677130-0:					26.51		
C 675663-0	1	Invoice	RETURN FILE FOLDERS	09/13/2019	2.40	05/20	100-24-12-5430-316
C 675663-0	2	Invoice	RETURN FILE FOLDERS	09/13/2019	8.00	05/20	601-23-81-5921-316
C 675663-0	3	Invoice	RETURN FILE FOLDERS	09/13/2019	4.79	05/20	602-23-81-5921-316
C 675663-0	4	Invoice	RETURN FILE FOLDERS	09/13/2019	.80	05/20	603-23-81-5921-316
Total C 675663-0:					15.99		
Total PRINTING SERVICES, INC. (1130):					106.53		
<b>RESCO (812)</b>							
758892-00	1	Invoice	300 KVA PAD MT TRANSFORMER (SECONDA	10/23/2019	9,846.41	05/20	601-23-52-5935-871
Total 758892-00:					9,846.41		
766977-00	1	Invoice	QUOTE 092319 MATERIAL (336 & 1/0 AUTO S	10/23/2019	482.04	05/20	601-23-52-5588-318
Total 766977-00:					482.04		
Total RESCO (812):					10,328.45		
<b>RJ THOMAS MANUFACTURING CO (1760)</b>							
215021	1	Invoice	LIONS PARK-REIMB BY LIONS CLUB \$2,880.	08/30/2019	2,903.00	05/20	100-22-42-5210-318
Total 215021:					2,903.00		
Total RJ THOMAS MANUFACTURING CO (1760):					2,903.00		
<b>SANDRY FIRE SUPPLY (834)</b>							
INV-007673	1	Invoice	2 = 4"x15" COLORS PRO-FLOW (FIRE HYDRA	10/09/2019	481.11	05/20	602-23-62-5662-318
Total INV-007673:					481.11		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total SANDRY FIRE SUPPLY (834):					481.11		
<b>SCOTT, TAHRA (6926)</b>							
100819	1	Invoice	ENERGY EFFICIENCY REBATE-FURNACE	10/08/2019	75.00	05/20	601-23-36-5930-979
100819	2	Invoice	ENERGY EFFICIENCY REBATE-A/C	10/08/2019	75.00	05/20	601-23-36-5930-979
100819	3	Invoice	ENERGY EFFICIENCY REBATE-THERMOSTA	10/08/2019	50.00	05/20	601-23-36-5930-979
100819	4	Invoice	CORN BELT A/C REBATE	10/08/2019	150.00	05/20	601-23-53-5930-979
100819	5	Invoice	CB EE APPLIANCE REBATE-DRYER	10/08/2019	50.00	05/20	601-23-53-5930-979
100819	6	Invoice	CB EE APPLIANCE REBATE-WASHER	10/08/2019	50.00	05/20	601-23-53-5930-979
100819	7	Invoice	CB EE APPLIANCE REBATE-DISHWASHER	10/08/2019	25.00	05/20	601-23-53-5930-979
100819	8	Invoice	CB EE APPLIANCE REBATE-REFRIGERATOR	10/08/2019	25.00	05/20	601-23-53-5930-979
Total 100819:					500.00		
Total SCOTT, TAHRA (6926):					500.00		
<b>SHIMKAT MOTOR COMPANY (865)</b>							
51169	1	Invoice	FLOORMATS	10/17/2019	115.00	05/20	100-22-42-5210-314
Total 51169:					115.00		
Total SHIMKAT MOTOR COMPANY (865):					115.00		
<b>SHIVE-HATTERY, INC. (6758)</b>							
4185370-3	1	Invoice	TRAIL PLAN STUDY	10/23/2019	2,725.00	05/20	100-22-42-5210-212
Total 4185370-3:					2,725.00		
Total SHIVE-HATTERY, INC. (6758):					2,725.00		
<b>SHUBIN, MICKIE (6924)</b>							
092119	1	Invoice	ENERGY EFFICIENCY REBATE	09/21/2019	150.00	05/20	601-23-36-5930-979
092119	2	Invoice	CB EE RESIDENTIAL REBATE/DW	09/21/2019	25.00	05/20	601-23-53-5930-979
092119	3	Invoice	CB EE RESIDENTIAL REBATE/REF	09/21/2019	25.00	05/20	601-23-53-5930-979
Total 092119:					200.00		
Total SHUBIN, MICKIE (6924):					200.00		
<b>SHUTTLEWORTH &amp; INGERSOLL, P.L.C. (6731)</b>							
4389408	1	Invoice	LEGAL FEES - VEROBLUE BANKRUPTCY	10/10/2019	5.40	05/20	100-24-14-5435-212
4389408	2	Invoice	LEGAL FEES - VEROBLUE BANKRUPTCY	10/10/2019	39.00	05/20	601-23-80-5923-212
4389408	3	Invoice	LEGAL FEES - VEROBLUE BANKRUPTCY	10/10/2019	12.00	05/20	602-23-80-5923-212
4389408	4	Invoice	LEGAL FEES - VEROBLUE BANKRUPTCY	10/10/2019	3.60	05/20	603-23-80-5923-212
Total 4389408:					60.00		
Total SHUTTLEWORTH & INGERSOLL, P.L.C. (6731):					60.00		
<b>SNYDER &amp; ASSOCIATES (2951)</b>							
119.0463.01-	1	Invoice	ENG - 2020 ST IMPROV PROJECT #119.0463.	09/30/2019	93,947.16	05/20	525-23-30-5310-212
Total 119,0463.01-4:					93,947.16		
Total SNYDER & ASSOCIATES (2951):					93,947.16		
<b>SONS OF THE AMERICAN LEGION (6892)</b>							
102919	1	Invoice	HOTEL/MOTEL-RD 23-FINAL	10/29/2019	1,428.14	05/20	208-23-36-5393-299



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 102919:					1,428.14		
Total SONS OF THE AMERICAN LEGION (6892):					1,428.14		
<b>STEIN HEATING &amp; COOLING, INC. (5576)</b>							
8532	1	Invoice	CHECKED FURNACE AT FULLER HALL	10/09/2019	103.26	05/20	100-22-42-5233-226
Total 8532:					103.26		
Total STEIN HEATING & COOLING, INC. (5576):					103.26		
<b>STORM FLYING SERVICE, INC. (911)</b>							
102919	1	Invoice	AIRPORT MANAGER FEE - NOV 2019	10/29/2019	3,666.67	05/20	205-23-45-5372-299
Total 102919:					3,666.67		
Total STORM FLYING SERVICE, INC. (911):					3,666.67		
<b>SYNC/AMAZON (6343)</b>							
4477647587	1	Invoice	BLACK TONER	09/19/2019	28.18	05/20	100-22-42-5210-316
4477647587	2	Invoice	BLACK TONER	09/19/2019	28.17	05/20	100-23-42-5371-316
Total 447764758764:					56.35		
4673989856	1	Invoice	WEBCAM/FH	09/09/2019	60.89	05/20	100-22-42-5233-318
Total 467398985646:					60.89		
4685576434	1	Invoice	BRADY LABELS	09/13/2019	12.35	05/20	601-23-52-5588-318
Total 468557643457:					12.35		
5796679594	1	Invoice	MAGENTA TONER	09/16/2019	6.80	05/20	100-24-16-5420-317
5796679594	2	Invoice	MAGENTA TONER	09/16/2019	24.96	05/20	601-24-16-5921-317
5796679594	3	Invoice	MAGENTA TONER	09/16/2019	6.81	05/20	602-24-16-5921-317
5796679594	4	Invoice	MAGENTA TONER	09/16/2019	6.81	05/20	603-24-16-5921-317
5796679594	5	Invoice	MAGENTA TONER	09/16/2019	4.08	05/20	100-24-14-5435-316
5796679594	6	Invoice	MAGENTA TONER	09/16/2019	29.50	05/20	601-23-80-5921-316
5796679594	7	Invoice	MAGENTA TONER	09/16/2019	5.90	05/20	602-23-80-5921-316
5796679594	8	Invoice	MAGENTA TONER	09/16/2019	5.90	05/20	603-23-80-5921-316
Total 579667959447:					90.76		
6449855695	1	Invoice	SUBMERSIBLE WATER PUMP	09/24/2019	395.29	05/20	603-23-70-5642-318
Total 644985569596:					395.29		
6778996877	1	Invoice	PENS FOR OFFICE	10/03/2019	1.64	05/20	100-24-16-5420-318
6778996877	2	Invoice	PENS FOR OFFICE	10/03/2019	6.04	05/20	601-24-16-5930-318
6778996877	3	Invoice	PENS FOR OFFICE	10/03/2019	1.65	05/20	602-24-16-5930-318
6778996877	4	Invoice	PENS FOR OFFICE	10/03/2019	1.65	05/20	603-24-16-5930-318
Total 677899687766:					10.98		
6999743347	1	Invoice	MOURNING BANDS	09/24/2019	40.14	05/20	100-21-21-5110-312

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>Total 699974334748:</b>					<b>40.14</b>		
7436964549	1	Invoice	GREENLEE KEYWAY PUNCH	10/01/2019	227.98	05/20	601-23-52-5588-311
<b>Total 743696454949:</b>					<b>227.98</b>		
7468837446	1	Invoice	YELLOW TONER	09/27/2019	4.73	05/20	100-24-14-5435-316
7468837446	2	Invoice	YELLOW TONER	09/27/2019	34.20	05/20	601-23-80-5921-316
7468837446	3	Invoice	YELLOW TONER	09/27/2019	10.52	05/20	602-23-80-5921-316
7468837446	4	Invoice	YELLOW TONER	09/27/2019	3.16	05/20	603-23-80-5921-316
<b>Total 746883744684:</b>					<b>52.61</b>		
7748766544	1	Invoice	USB SPEAKER FOR TESTING	10/03/2019	2.40	05/20	100-24-16-5420-318
7748766544	2	Invoice	USB SPEAKER FOR TESTING	10/03/2019	8.79	05/20	601-24-16-5930-318
7748766544	3	Invoice	USB SPEAKER FOR TESTING	10/03/2019	2.40	05/20	602-24-16-5930-318
7748766544	4	Invoice	USB SPEAKER FOR TESTING	10/03/2019	2.40	05/20	603-24-16-5930-318
<b>Total 774876654453:</b>					<b>15.99</b>		
8475396834	1	Invoice	DISCHARGE HOSE ASSEMBLY	09/20/2019	45.39	05/20	602-23-62-5662-318
<b>Total 847539683499:</b>					<b>45.39</b>		
8884578468	1	Invoice	SUBMERSIBLE WATER PUMP	09/20/2019	274.97	05/20	602-23-62-5662-318
<b>Total 888457846883:</b>					<b>274.97</b>		
9939633879	1	Invoice	VALVE & COUPLING	09/20/2019	10.09	05/20	602-23-62-5662-318
<b>Total 993963387939:</b>					<b>10.09</b>		
<b>Total SYNC/AMAZON (6343):</b>					<b>1,293.79</b>		
<b>THE AMERICAN BOTTLING CO. (4800)</b>							
3446007781	1	Invoice	POP/BEVERAGES FOR RESALE-FULLER HA	10/17/2019	113.76	05/20	100-22-42-5233-323
<b>Total 3446007781:</b>					<b>113.76</b>		
<b>Total THE AMERICAN BOTTLING CO. (4800):</b>					<b>113.76</b>		
<b>TOLLE AUTOMOTIVE, INC. (3188)</b>							
14451	1	Invoice	STREET #18 TIRE REPAIR	10/16/2019	191.20	05/20	204-23-30-5310-227
<b>Total 14451:</b>					<b>191.20</b>		
<b>Total TOLLE AUTOMOTIVE, INC. (3188):</b>					<b>191.20</b>		
<b>UNITED COOPERATIVE (979)</b>							
04484 & 045	1	Invoice	GAS REPORT	10/25/2019	1,118.54	05/20	100-21-21-5110-315
04484 & 045	2	Invoice	GAS REPORT	10/25/2019	88.90	05/20	100-21-22-5140-315
04484 & 045	3	Invoice	GAS REPORT	10/25/2019	343.42	05/20	204-23-30-5310-315
04484 & 045	4	Invoice	GAS REPORT	10/25/2019	154.03	05/20	603-23-70-5935-315
04484 & 045	5	Invoice	GAS REPORT	10/25/2019	134.80	05/20	602-23-61-5935-315
04484 & 045	6	Invoice	GAS REPORT	10/25/2019	33.70	05/20	100-21-18-5190-315
04484 & 045	7	Invoice	GAS REPORT	10/25/2019	363.27	05/20	601-23-52-5935-315
04484 & 045	8	Invoice	GAS REPORT	10/25/2019	109.27	05/20	601-23-80-5935-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
04484 & 045	9	Invoice	GAS REPORT	10/25/2019	109.27	05/20	602-23-80-5935-315
04484 & 045	10	Invoice	GAS REPORT	10/25/2019	26.47	05/20	100-22-42-5233-315
04484 & 045	11	Invoice	GAS REPORT	10/25/2019	54.79	05/20	100-22-42-5210-315
04484 & 045	12	Invoice	GAS REPORT	10/25/2019	558.86	05/20	100-23-42-5371-315
04484 & 045	13	Invoice	GAS REPORT	10/25/2019	247.34	05/20	100-24-14-5435-315
04484 & 045	14	Invoice	GAS REPORT	10/25/2019	1,155.62	05/20	204-23-30-5310-315
04484 & 045	15	Invoice	GAS REPORT	10/25/2019	421.55	05/20	601-23-52-5935-315
04484 & 045	16	Invoice	GAS REPORT	10/25/2019	207.49	05/20	100-23-42-5371-315
04484 & 045	17	Invoice	GAS REPORT	10/25/2019	432.63	05/20	100-24-14-5435-315
Total 04484 & 04515:					5,559.95		
Total UNITED COOPERATIVE (979):					5,559.95		
<b>US BANK OPERATIONS CENTER (4821)</b>							
102219	1	Invoice	PRIN PYMT-2019 EL REFUND BOND	10/22/2019	47,721.56	05/20	601-21009
102219	2	Invoice	INT PYMT-2019 EL REFUND BOND	10/22/2019	39,307.87	05/20	601-23-98-5938-911
Total 102219:					87,029.43		
Total US BANK OPERATIONS CENTER (4821):					87,029.43		
<b>VALUTECH PEST CONTROL (6822)</b>							
1973	1	Invoice	PEST CONTROL/SENIOR CENTER	10/07/2019	35.00	05/20	100-22-42-5280-299
Total 1973:					35.00		
1997	1	Invoice	PEST CONTROL/FULLER HALL	10/15/2019	32.00	05/20	100-22-42-5233-299
Total 1997:					32.00		
Total VALUTECH PEST CONTROL (6822):					67.00		
<b>VAN-HOF TRUCKING, INC. (2655)</b>							
19102221-4	1	Invoice	FREIGHT ON LIME 10/16/19	10/22/2019	2,174.50	05/20	602-23-61-5921-221
Total 19102221-4:					2,174.50		
19102280-6	1	Invoice	FREIGHT ON LIME 10/17/19	10/22/2019	2,154.75	05/20	602-23-61-5921-221
Total 19102280-6:					2,154.75		
Total VAN-HOF TRUCKING, INC. (2655):					4,329.25		
<b>VERIZON WIRELESS (3812)</b>							
9839860316	1	Invoice	GPS UNIT PHONE	10/10/2019	40.01	05/20	100-23-31-5420-230
9839860316	2	Invoice	GPS UNIT PHONE	10/10/2019	40.01	05/20	601-23-31-5420-230
9839860316	3	Invoice	GPS UNIT PHONE	10/10/2019	40.01	05/20	602-23-31-5420-230
9839860316	4	Invoice	GPS UNIT PHONE	10/10/2019	40.01	05/20	603-23-31-5420-230
9839860316	5	Invoice	CITY MGR/CELL PHONE SVC	10/10/2019	8.58	05/20	100-24-12-5430-230
9839860316	6	Invoice	CITY MGR/CELL PHONE SVC	10/10/2019	23.58	05/20	601-23-81-5921-230
9839860316	7	Invoice	CITY MGR/CELL PHONE SVC	10/10/2019	5.36	05/20	602-23-81-5921-230
9839860316	8	Invoice	CITY MGR/CELL PHONE SVC	10/10/2019	5.36	05/20	603-23-81-5921-230
Total 9839860316:					202.92		
Total VERIZON WIRELESS (3812):					202.92		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>VERMEER SALES &amp; SERVICE INC. (6073)</b>							
03028560	1	Invoice	CONTROLLER FOR LINE DEPT VAC UNIT (ST	10/16/2019	711.20	05/20	204-23-30-5310-314
Total 03028560:					711.20		
Total VERMEER SALES & SERVICE INC. (6073):					711.20		
<b>WEBSTER CITY TRUE VALUE (2155)</b>							
138592	1	Invoice	MISC BOLTS/FASTENERS/FLASHLIGHT	10/15/2019	16.11	05/20	603-23-70-5642-318
Total 138592:					16.11		
138731	1	Invoice	COOKING SPRAY	10/21/2019	6.49	05/20	100-22-42-5210-318
Total 138731:					6.49		
138867	1	Invoice	FAUCET SEAT/BATTERY	10/25/2019	3.59	05/20	100-24-36-5480-318
138867	2	Invoice	FAUCET SEAT/BATTERY	10/25/2019	2.57	05/20	601-23-36-5480-318
138867	3	Invoice	FAUCET SEAT/BATTERY	10/25/2019	2.06	05/20	602-23-36-5480-318
138867	4	Invoice	FAUCET SEAT/BATTERY	10/25/2019	2.06	05/20	603-23-36-5480-318
Total 138867:					10.28		
Total WEBSTER CITY TRUE VALUE (2155):					32.88		
<b>WESCO DISTRIBUTION (1038)</b>							
847446	1	Invoice	6" SINGLE PH TRANSFORMER VAULT / PAD	10/09/2019	1,217.87	05/20	601-23-52-5588-318
Total 847446:					1,217.87		
866211	1	Invoice	#2 STR GROUND WIRE & 4/0 URD TRIPLEX	10/22/2019	3,297.74	05/20	601-23-52-5935-871
866211	2	Invoice	BLACK TAPE = QUOTE 092319 MATERIAL	10/22/2019	804.64	05/20	601-23-52-5588-318
Total 866211:					4,102.38		
Total WESCO DISTRIBUTION (1038):					5,320.25		
<b>WILLIAMS &amp; COMPANY P.C. (3390)</b>							
136476	1	Invoice	SEPT ACCT SVCS	10/11/2019	70.20	05/20	100-24-14-5435-212
136476	2	Invoice	SEPT ACCT SVCS	10/11/2019	507.00	05/20	601-23-80-5923-212
136476	3	Invoice	SEPT ACCT SVCS	10/11/2019	156.00	05/20	602-23-80-5923-212
136476	4	Invoice	SEPT ACCT SVCS	10/11/2019	46.80	05/20	603-23-80-5923-212
136476	5	Invoice	FY19 AUDIT SVCS	10/11/2019	1,800.00	05/20	100-24-14-5435-212
136476	6	Invoice	FY19 AUDIT SVCS	10/11/2019	13,000.00	05/20	601-23-80-5923-212
136476	7	Invoice	FY19 AUDIT SVCS	10/11/2019	4,000.00	05/20	602-23-80-5923-212
136476	8	Invoice	FY19 AUDIT SVCS	10/11/2019	1,200.00	05/20	603-23-80-5923-212
Total 136476:					20,780.00		
Total WILLIAMS & COMPANY P.C. (3390):					20,780.00		
<b>WOOLSTOCK MUTUAL TELEPHONE ASN (1054)</b>							
839-1086 11/	1	Invoice	INTERNET SERVICE	11/01/2019	3.03	05/20	100-24-14-5435-230
839-1086 11/	2	Invoice	INTERNET SERVICE	11/01/2019	21.90	05/20	601-23-80-5903-230
839-1086 11/	3	Invoice	INTERNET SERVICE	11/01/2019	6.74	05/20	602-23-80-5921-230
839-1086 11/	4	Invoice	INTERNET SERVICE	11/01/2019	2.02	05/20	603-23-80-5921-230
839-1086 11/	5	Invoice	INTERNET SERVICE	11/01/2019	3.61	05/20	100-24-12-5430-230
839-1086 11/	6	Invoice	INTERNET SERVICE	11/01/2019	12.03	05/20	601-23-81-5921-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
839-1086 11/	7	Invoice	INTERNET SERVICE	11/01/2019	7.22	05/20	602-23-81-5921-230
839-1086 11/	8	Invoice	INTERNET SERVICE	11/01/2019	1.20	05/20	603-23-81-5921-230
839-1086 11/	9	Invoice	INTERNET SERVICE	11/01/2019	6.02	05/20	100-24-30-5380-230
839-1086 11/	10	Invoice	INTERNET SERVICE	11/01/2019	6.02	05/20	601-24-30-5380-230
839-1086 11/	11	Invoice	INTERNET SERVICE	11/01/2019	6.02	05/20	602-24-30-5380-230
839-1086 11/	12	Invoice	INTERNET SERVICE	11/01/2019	6.01	05/20	603-24-30-5380-230
839-1086 11/	13	Invoice	INTERNET SERVICE	11/01/2019	14.44	05/20	100-21-22-5140-230
839-1086 11/	14	Invoice	INTERNET SERVICE	11/01/2019	38.50	05/20	100-21-21-5110-230
839-1086 11/	15	Invoice	INTERNET SERVICE	11/01/2019	7.22	05/20	601-23-52-5588-230
839-1086 11/	16	Invoice	INTERNET SERVICE	11/01/2019	7.22	05/20	601-23-51-5566-230
839-1086 11/	17	Invoice	INTERNET SERVICE	11/01/2019	14.44	05/20	602-23-61-5642-230
839-1086 11/	18	Invoice	INTERNET SERVICE	11/01/2019	4.81	05/20	100-23-43-5361-230
839-1086 11/	19	Invoice	INTERNET SERVICE	11/01/2019	19.25	05/20	100-22-42-5233-230
839-1086 11/	20	Invoice	INTERNET SERVICE	11/01/2019	118.62	05/20	601-24-16-5921-230
839-1086 11/	21	Invoice	INTERNET SERVICE	11/01/2019	20.84	05/20	602-24-16-5921-230
839-1086 11/	22	Invoice	INTERNET SERVICE	11/01/2019	20.84	05/20	603-24-16-5921-230
Total 839-1086 11/01/19:					348.00		
839-3034 11/	1	Invoice	INTERNET SERVICE/RSVP	11/01/2019	29.95	05/20	100-22-42-5280-230
Total 839-3034 11/01/19:					29.95		
839-6192 11/	1	Invoice	INTERNET SERVICE/DEPOT	11/01/2019	29.95	05/20	100-22-42-5221-230
Total 839-6192 11/01/19:					29.95		
839-7981 11/	1	Invoice	INTERNET SERVICE/FULLER HALL	11/01/2019	29.95	05/20	100-22-42-5233-230
Total 839-7981 11/01/19:					29.95		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					437.85		
Total 11/04/2019:					444,331.96		
Grand Totals:					505,787.82		

Report GL Period Summary

GL Period	Amount
05/20	444,331.96
04/20	61,455.86
Grand Totals:	505,787.82

Vendor number hash: 522053  
 Vendor number hash - split: 1261249  
 Total number of invoices: 184  
 Total number of transactions: 400

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Net Invoice Amount</u>
Open Terms	505,787.82	505,787.82
Grand Totals:	<u>505,787.82</u>	<u>505,787.82</u>

FUND LIST TOTALS FOR BILLS NOVEMBER 4, 2019

Account	Fund	Total Amount
100	General	48,252.57
204	Road Use Tax Fund	30,885.89
205	Airport Fund	19,149.39
208	Hotel/Motel Tax Fund	1,428.14
240	USDA Revolving Loan Fund	3,000.00
300	Debt Service	9,154.30
525	Street Improvement	132,109.99
534	Wilson Brewer Park Impr Project	18,302.70
601	Electric Utility	171,438.54
602	Water Utility	47,109.41
603	Sewer Utility	21,382.02
902	Medical/Flex	<u>3,574.87</u>
	Grand Total	505,787.82

Webster City High School Cross Country 2019  
Joseph A. Lambert, Head Coach

Dear City Council Members,

In the aftermath of the untimely death of Kent Harfst who was a generous supporter of the distance running teams of Webster City, both Cross Country and Track, we would like to purchase and dedicate a tree in his honor to be planted somewhere along Brewer Creek Park Trail. We've been known to train in that neighborhood and would appreciate the opportunity to remember Kent as we pass by. We'd appreciate your help in determining the exact location and the type of tree which would best benefit the trail if you think this is a good way to remember our friend and benefactor.

We look forward to hearing from you. You can send a letter to Coach Joe Lambert, PO Box 278, Stratford, Iowa 50249 or call or text him at 515-835-1755.

Thank you for your consideration of this matter.

Sincerely,

The Webster City High School Cross Country Team

Jackson Moberly  
Cole Reider  
~~Harry Root~~  
Jacie Cutchew  
Kaelyn Butz  
Emma Peck  
Allison Oswald  
Jose Ramirez  
Wyatt Bingham  
Matt Parn  
Reese Suelter  
Jacob Wilson  
Eli Rollins  
Matti Borkowski  
Bryanna Gray

Hannah Brandt  
Edu Bearden  
Derek Carr  
George Vila  
Joseph Lambert, Head coach





## MEMORANDUM

**TO:** City Manager  
Mayor and City Council

**FROM:** Planning Director

**DATE:** October 29, 2019

**RE:** Resolution Establishing a Nuisance at 1403 Superior Street

---

**SUMMARY:** The property owners of 1403 Superior Street have requested a hearing before the City Council to discuss the condition of their building and their plans for rehabilitation.

**PREVIOUS COUNCIL ACTION:** N/A

**BACKGROUND/DISCUSSION:** The Inspection Department has been working with Ron and Steve Hellman, owners of Dairy Queen, since last spring, but nothing has been accomplished. It is going on 7 months. Unsafe Building Notices have been sent on May 31, 2019, July 10, 2019, and September 17, 2019. The building has been deteriorating over the years with weather rotten wood siding, rotten, loose and hanging soffits, holes in the soffits allowing for birds and squirrels to enter the building, deteriorated window frames, and a hole in the back door. The accessory building, which is used for the storage of their paper products, has a rotten and deteriorating floor with a dented overhead door which does not completely close leaving it accessible to rodents and the elements. See attached pictures and the actual Unsafe Building Notices.

The Hellman's are asking for more time than the Building Inspector has authority to grant; therefore, as Municipal Code requires, their request for more time has to go before the City Council. We are requesting that the City Council give the Hellman's 30 additional days to abate. If nothing gets done, we can proceed with a Municipal Infraction. If they do **show progress**, the Council could authorize that more time be given.

**FINANCIAL IMPLICATIONS:** N/A

**ALTERNATIVES:** The Council could set a different time frame and request the Hellman's come and give an update to the Council as Council required with Brian Hubbard, 411 Prospect Street.

**RECOMMENDATION:** Approve the resolution with a 30-day extension allowing the Building Inspector to grant up to 90 additional days as long as the property owners show significant progress.

**CITY MANAGER COMMENTS:** I agree with the Planning Director's recommendation.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**RESOLUTION ESTABLISHING A NUISANCE AT  
1403 SUPERIOR STREET AND ORDERING THE  
ABATEMENT THEREOF WITHIN 30 DAYS.**

**BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa:

**WHEREAS**, notices have heretofore been served on the 31st day of May, 2019, the 10th day of July, 2019, and the 17<sup>th</sup> day of September, 2019, on HDQ, Inc., doing business as the Dairy Queen, 1403 Superior Street, Webster City, Iowa, to abate the nuisance existing at their property legally described as: Lots 1 and 2, Block 41, Original Webster City, addressed as 1403 Superior Street, Webster City, Iowa, within prescribed times set out in said notices; and,

**WHEREAS**, the said owners named above have failed to satisfactorily abate or cause to be abated the above nuisance as directed within the time set by the Unsafe Building Notices. Evidence was duly produced and considered at this meeting during discussion with the property owner.

**NOW THEREFORE BE IT RESOLVED** that the owners of said property are hereby directed and ordered to abate the nuisance consisting of a building in dilapidated condition. Said building has weather rotten siding, rotten and hanging soffits with holes for critters to enter, deteriorated window frames, crumbling brick, and back door with hole at the bottom. The accessory building, which is used for the storage of their paper products, has a rotten and deteriorating floor with a dented overhead door which does not completely close leaving it accessible to rodents and the elements (Municipal Code Chapter 10). Said nuisance shall be abated within 30 days after service of this Order upon the property owner; and,

**BE IT FURTHER RESOLVED** that the enforcement officer be and is hereby directed to serve a copy of this Order upon said property owner named above; and,

**BE IT FURTHER RESOLVED** that in the event the owner fails to abate the said nuisance within the time prescribed above, then and in that event the City may abate the said nuisance by demolition and the cost will be assessed against the property and/or the owner, as the law shall provide; or, a Municipal Infraction may be filed against the said property owner as provided for in the Municipal Code, Chapter 1, of the City of Webster City, Iowa, Code of Ordinances.

Passed and adopted this 4th day of November, 2019.

**CITY OF WEBSTER CITY, IOWA**

\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Karyl K. Bonjour, City Clerk

October 24, 2019

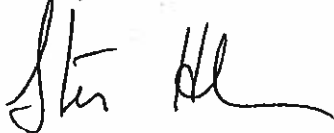
City of Webster City  
400 Second Street  
P.O. Box 217  
Webster City, IA 50595

**Re: City Council Meeting**

To whom it may concern,

I am the owner of Dairy Queen located at 1403 Superior Street in Webster City, IA. I am writing this letter to request to be on the docket for the city council meeting scheduled for November 4<sup>th</sup>, 2019. We are concerned about the time frame you have given us to complete improvements. The brick (which has been in that state since we purchased the building) would be part of an overall remodeling project. We are exploring various options which would cost between \$65,000 and \$120,000 and need bank approval. Since this process began, we have asked if there are any safety issues that need to be addressed immediately and have been assured of no safety concerns.

Thank you.

A handwritten signature in black ink, appearing to read "Steven Hellman". The signature is written in a cursive style with a long horizontal stroke at the end.

Steven Hellman  
Owner



WEBSTER  
CITY

City of Webster City  
P.O. Box 217  
400 Second Street  
Webster City, IA 50595  
Phone: 515-832-9139  
Fax: 515-832-9153

**UNSAFE BUILDING/JUNK DEBRIS**

May 31, 2019

**HDQ INC**  
**245 Fletcher Ave**  
**Waterloo IA 50701**

You are hereby notified to abate the unsafe building nuisance existing at:

**1403 Superior Street, Webster City, IA 50595**

within 30 days from service of this notice or file written request for a Council hearing with the undersigned officer within said time limit.

The nuisance consists of a building in dilapidated condition. The structures siding is weather rotten, soffit is rotten and falling, window frames are deteriorated, brick is crumbling, rear door unsecure with holes, and deteriorated interior ceiling, (Municipal Code Section 130.02 and 130.03). Said nuisance shall be abated by repairing the windows, soffit, siding, bricks, door, ceilings, or demolish structure.

Also be aware junk, debris, garbage, solid waste, litter, rubbish, and residential waste are in violation of Municipal Code Chapter 55, 55.02 Declaration of Nuisance, and 55.03 Nuisance Prohibited. Municipal Code 105, 105.07 Open Dumping Prohibited and 105.06 Littering Prohibited.

Please remove and properly dispose of the junk on or about June 30, 2019, and garbage and trash solid waste, litter, rubbish, and residential waste piled and scattered about the property.

In event, you fail to abate or cause to be abated the above nuisance as directed or file written request for hearing within the time prescribed herein, the City will take such steps as are necessary to abate or cause to be abated the nuisance and the cost will be assessed against you as provided by law and the City may issue you a Municipal Infraction per Webster City Municipal Code Chapter 9. First offense is \$750; second offense is \$1,000 a day for each day the condition is not corrected.

**City of Webster City, Iowa**

**Elise Timm**  
**Building Inspector**



WEBSTER  
CITY

City of Webster City  
P.O. Box 217  
400 Second Street  
Webster City, IA 50595  
Phone: 515-832-9139  
Fax: 515-832-9153

**UNSAFE BUILDING/JUNK DEBRIS  
SECOND NOTICE**

July 10, 2019

**HDQ INC**  
245 Fletcher Ave.  
Waterloo, IA 50701

Dear Property Owner:

On May 31, 2019, an Unsafe Building/Junk and Debris letter was sent to you regarding your property in Webster City, addressed as 1403 Superior Street. You were given 30 days to repair said building, demolish the structure, or file a written request for a Council hearing.

A follow-up inspection was conducted at said property on July 9, 2019, noting no changes being made to the building. In addition to the nuisance observations set out in the May 31, 2019 letter, we are now adding black mold above the rear entrance door on the west side of the building.

This is your last notice to abate the unsafe building nuisance. In 10 days, the City will take such steps as are necessary to issue you a Municipal Infraction per Webster City Municipal Code Chapter 1. First offense is \$750. Second offense is \$1,000 a day for each day the condition is not corrected.

If you have any questions, please call the Inspection Department at 515-832-9139 and ask for Karla.

**CITY OF WEBSTER CITY, IOWA  
INSPECTION DEPARTMENT**

**CC: CITY ATTORNEY**

*Certified*  
# 7018 3090 0001 43524489



WEBSTER  
CITY

City of Webster City  
P.O. Box 217  
400 Second Street  
Webster City, IA 50595  
Phone: 515-832-9139  
Fax: 515-832-9153

**UNSAFE BUILDING NOTICE - MUNICIPAL CODE CHAPTER 10**

**TO: HDQ INC  
245 Fletcher Ave  
Waterloo IA 50701**

**DATE: September 17, 2019**

You are hereby notified to abate the building(s) nuisance existing at:

**1403 Superior Street, Webster City, IA 50595  
Legally described as: Lots 1 and 2, Block 41, Original Webster City**


within 30 days from service of this notice or file written request for a Council hearing with the undersigned officer within said time limit.

Pursuant to Municipal Code Chapter 10, Article 5, Section 10-232(3)(4)(7), the nuisance consists of a primary building and accessory building in deteriorating condition. The primary structure's siding is weather rotten (see attachment #7), soffit contains holes and is rotten and falling down (attachment #5 & 9), window frames are deteriorated (attachment #15), brick is crumbling (attachment #3, #11, and #12), and the rear door unsecure with hole at the bottom (attachment #14). The accessory building, which is used for storage of the business' paper products, has a rotten and deteriorating floor with a dented overhead door which does not completely close leaving it accessible to rodents and the elements (attachment #13).

Said primary building nuisance shall be abated by repairing or replacing the windows, soffit, siding, bricks, door, or by demolishing said structure. The accessory building nuisance shall be abated by repairing or replacing the floor and the overhead door or by demolishing said structure.

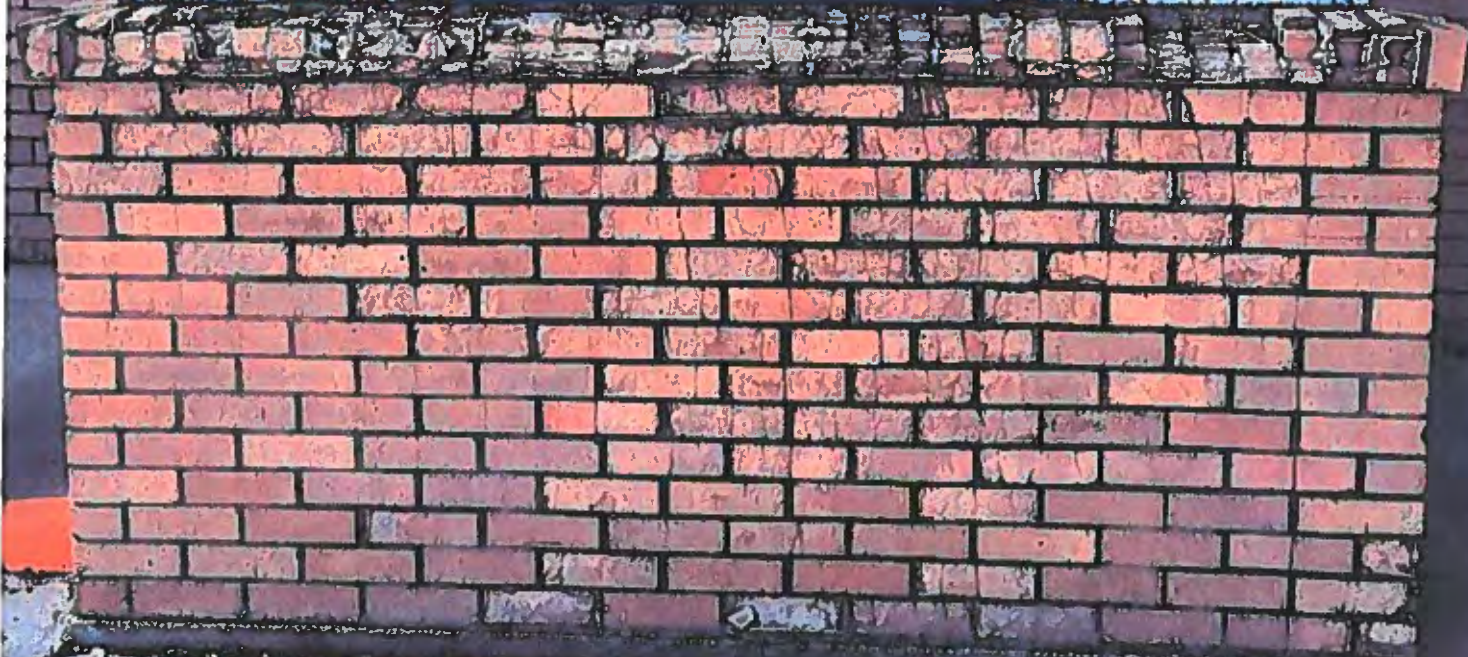
In the event you fail to abate or cause to be abated the above nuisance as directed or file a written request for hearing before the City Council within the time prescribed herein, the City will take such steps as are necessary to abate or cause to be abated the nuisance and the cost will be assessed against you as provided by law, or the City may issue you a Municipal Infraction citation pursuant to Webster City Municipal Code Chapter 1. First offense is subject to a \$750 fine per day for each day the condition is not corrected. The second and repeat offenses is \$1,000 fine a day for each day the condition is not corrected.

**CITY OF WEBSTER CITY, IOWA**

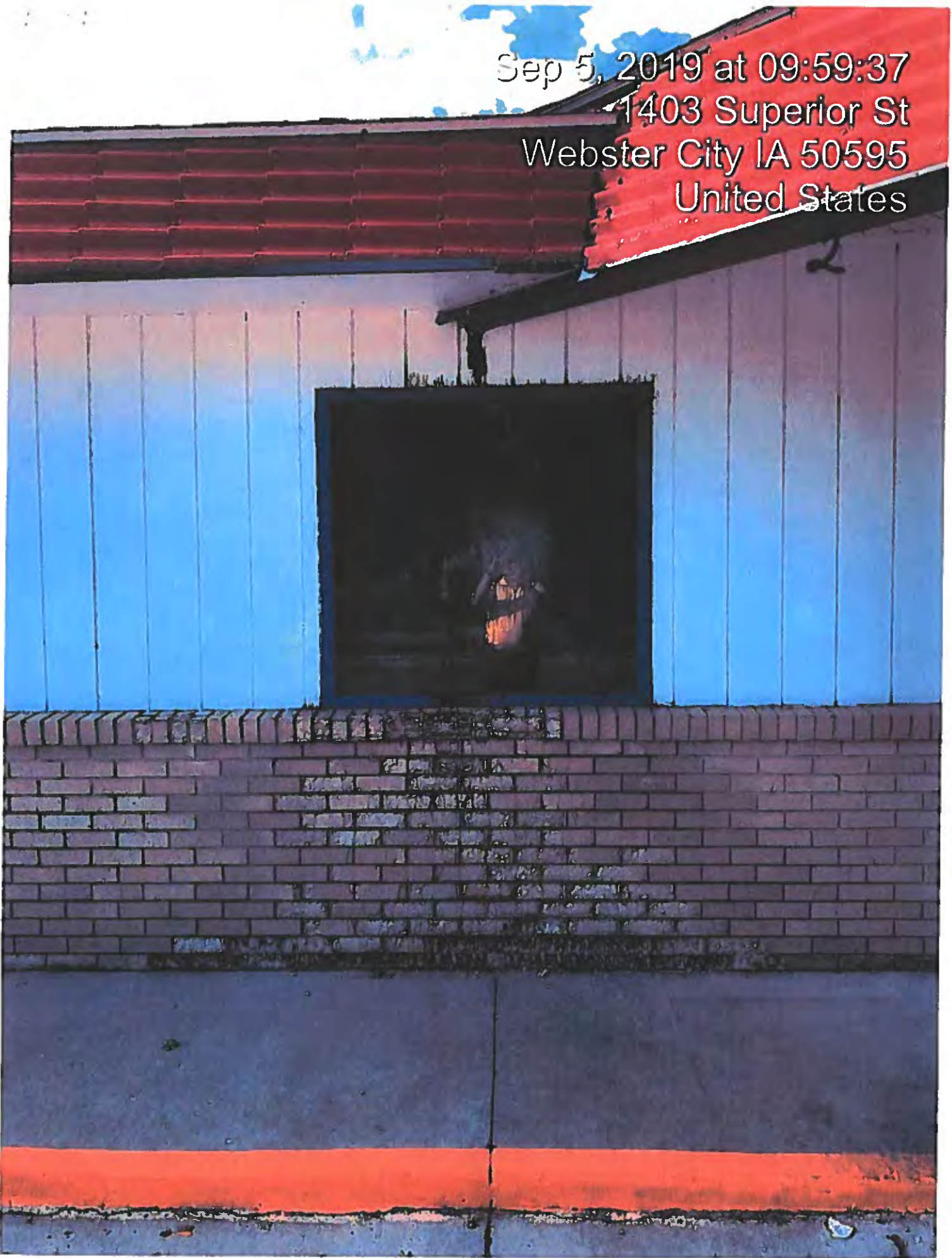
  
Cory Simpson, Building Inspector

Sep 5, 2019 at 09:59:29  
1403 Superior St  
Webster City IA 50595  
United States

1



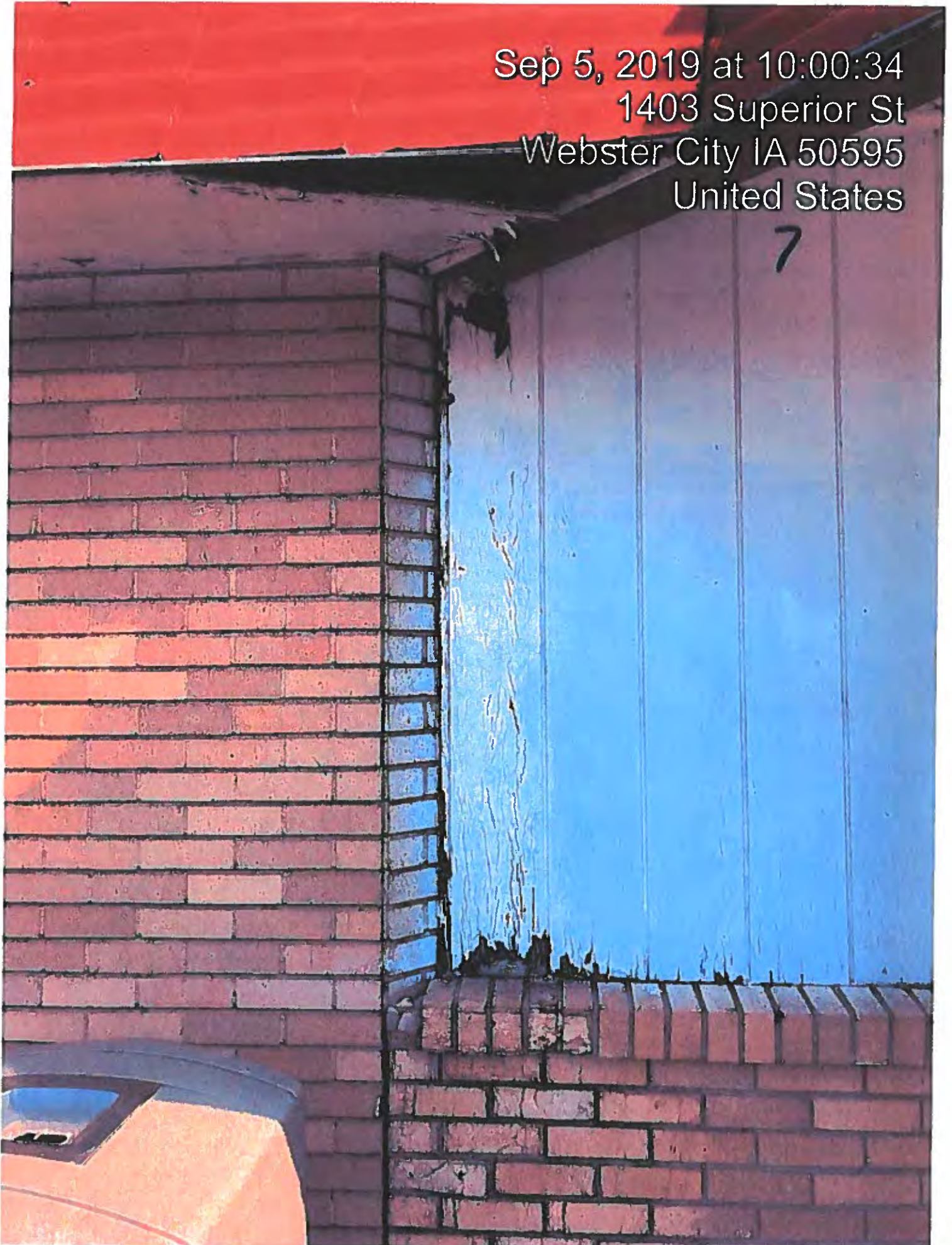
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Webster City IA 50595  
United States





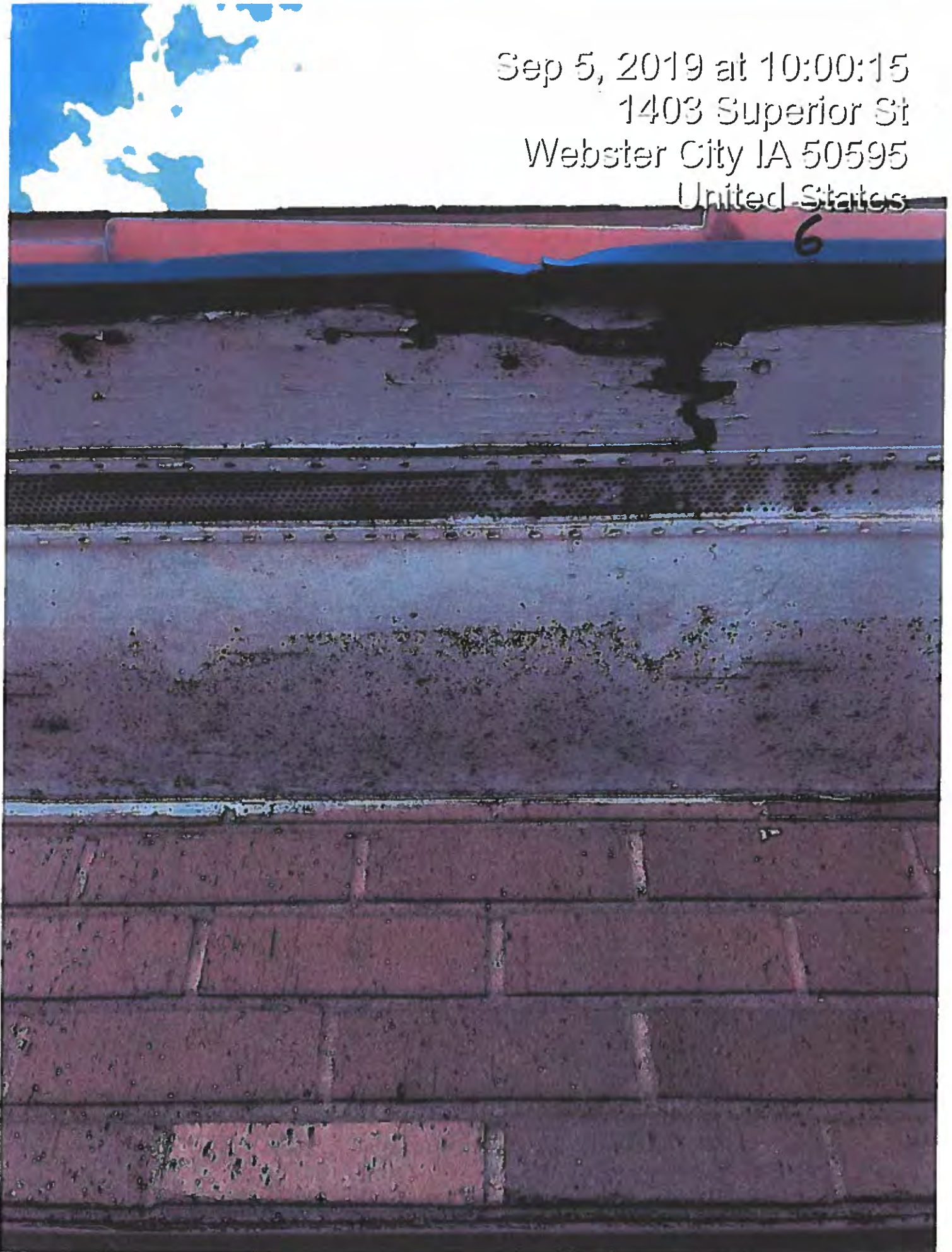
Sep 5, 2019 at 10:00:34  
1403 Superior St  
Webster City IA 50595  
United States

7



Sep 5, 2019 at 10:00:15  
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Webster City IA 50595  
United States

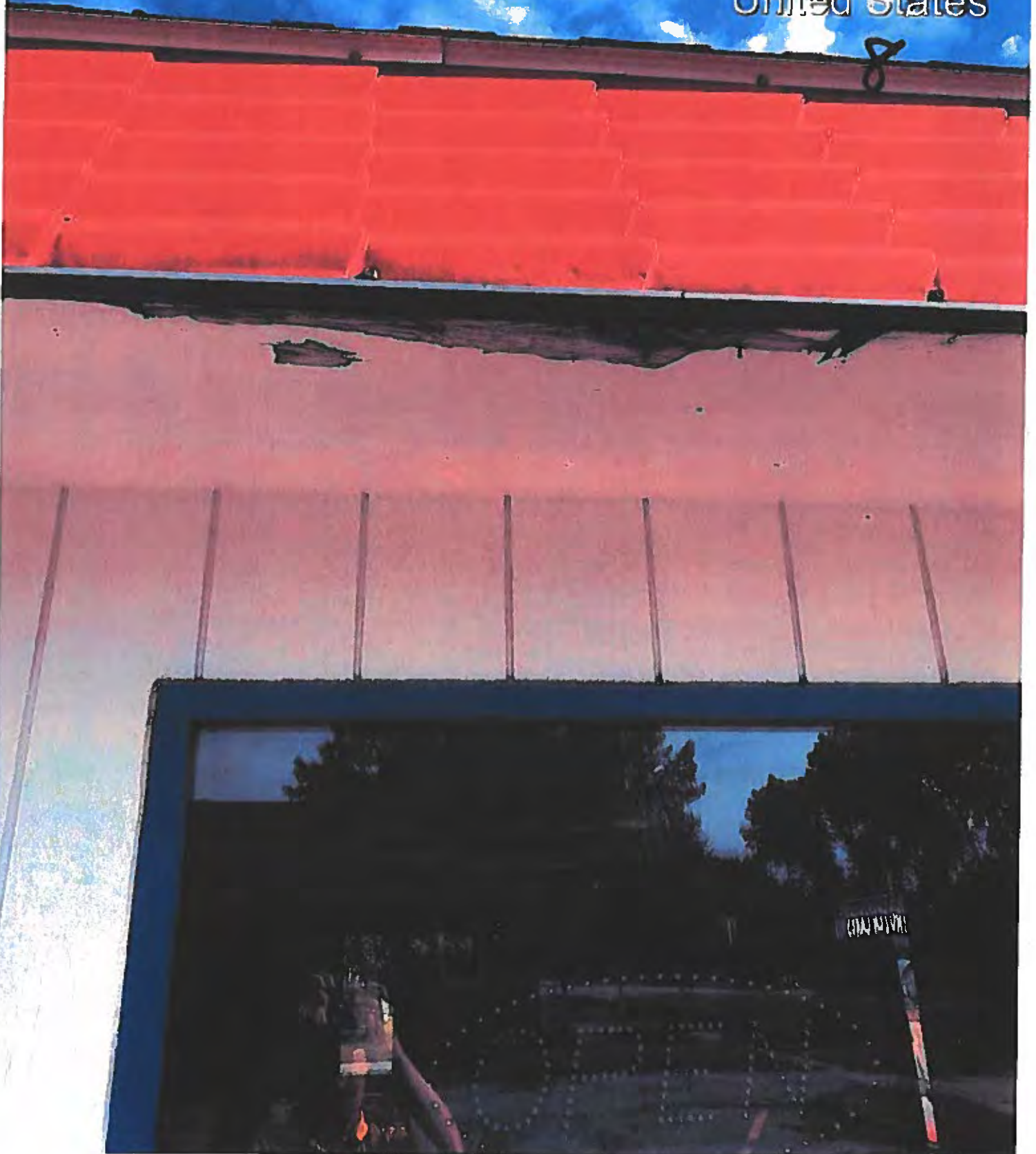
6



Sep 5, 2019 at 09:59:58  
1403 Superior St  
Webster City IA 50595  
United States

5

Sep 5, 2019 at 10:00:47  
1403 Superior St  
Webster City IA 50595  
United States



Sep 5, 2019 at 10:01:16

1403 Superior St  
Webster City IA 50595  
United States

12

Sep 16, 2019 at 14:02:04  
1403 Superior St  
Webster City IA 50595  
United States

15

Aug 26, 2019 at 14:11:15  
1403 Superior St  
Webster City IA 50595  
United States

14

Employees Only

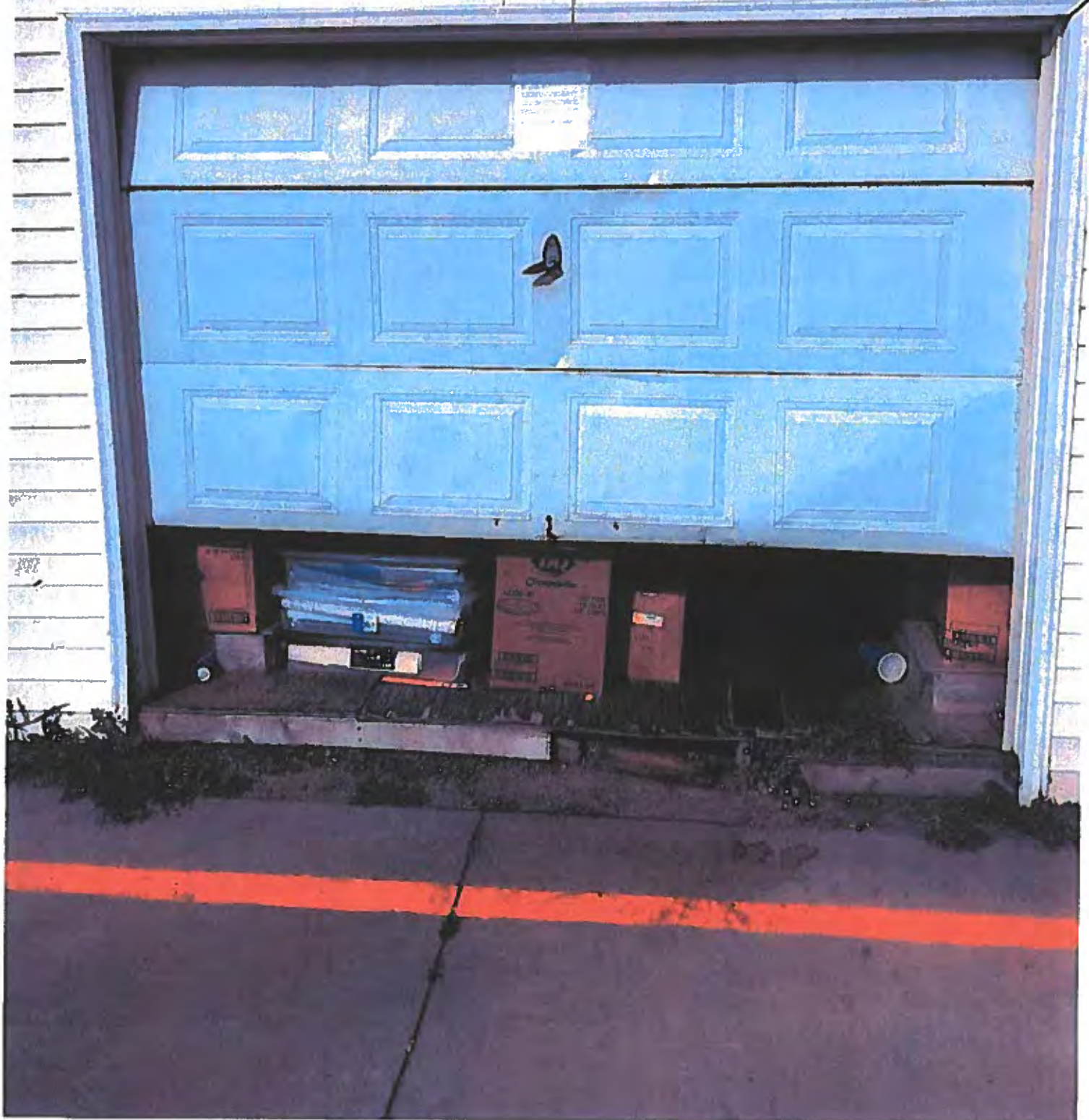
~~Sep 5, 2019 at 10:01:56~~

~~1403 Superior St~~

~~Webster City IA 50595~~

~~United States~~

13







WEBSTER  
CITY

## MEMORANDUM

**TO:** D. Jeffrey Sheridan, City Manager  
Mayor and City Council

**FROM:** Karyl Bonjour, City Clerk

**DATE:** October 30, 2019

**RE:** NEW Cigarette/Tobacco/Nicotine/Vapor Permit

---

GA Combine, LLC, Fort Dodge, previously requested a new Cigarette/Tobacco/Nicotine/Vapor Permit in regard to opening AA Tobacco Outlet at 813 Superior Street in Webster City (Council approved July 1, 2019) and then changed the address to 641 2<sup>nd</sup> Street, Webster City (Council approved October 7, 2019). At the time of the application, the business was a joint venture under the above named LLC. The ownership has now changed to Zoes Z Inc., but will keep the same name of the business operating as AA Tobacco Outlet located at 641 2<sup>nd</sup> Street. The business will continue to operate under the previous permit until Council considers approval of the permit for the new owner at the November 4<sup>th</sup>, 2019 regular City Council Meeting. If Council approves, a refund will be given on the previous permit and a new permit will be issued for the new owner to operate under. The effective date of the new permit will be from November 5, 2019 until June 30, 2020, at which time will be brought to Council for the annual renewals of all Cigarette/Tobacco/Nicotine/Vapor Permits.

The new application has been completed and the pro-rated fee has been paid. With Council approval, I will issue the permit and send the appropriate paperwork to the State for their records,

The new owner has also applied for a Beer Permit which is also on the agenda to approve. It is possible that liquor will also be added at a later date, which will be done through an update/upgrade with the Iowa Alcoholic Beverage Division. I have received all the necessary paperwork for this license, and upon a passing inspection by the Fire Department and Council Approval, the permit can be endorsed by the City.

The Beer Permit approved by Council under the previous LLC will be cancelled with the Iowa Alcoholic Beverage Division.

**CITY MANAGER COMMENTS:** I recommend approval of this request.

**RESOLUTION NO. 2019 -**

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

That the City Clerk be authorized to issue a Cigarette/Tobacco/Nicotine/Vapor Permit, reflecting *new owner*, to the following:

A A Tobacco Outlet  
641 Second Street  
Webster City, Iowa 50595

Passed and adopted this 4<sup>th</sup> day of November, 2019.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk



## MEMORANDUM

**TO:** D. Jeffrey Sheridan, City Manager  
Mayor and Council

**FROM:** Matt Alcazar, Engineering Tech/Project Coordinator

**DATE:** October 22, 2019

**RE:** 2019 Building Demolition Project

---

**SUMMARY:** The 2019 Building Demolition Project plans and specifications have been prepared and the project is ready to bid. The project will consist of demolition of residential buildings. The buildings are located at 1021 Clark Street and 1014 Elm Street.

**PREVIOUS COUNCIL ACTION:** The City took possession of the building at 1021 Clark Street on January 21, 2019, and 1014 Elm Street on May 6, 2019.

### **BACKGROUND/DISCUSSION:**

Scope of Contract will include: removal of existing dwellings and garage including foundations, and all other existing structural items on the properties, except the existing sidewalk.

Detailed plans and specifications are available in either the City Clerk's Office or the Public Works Office for review.

The following requirements that are listed in the Notice of Hearing and Letting for the 2019 Building Demolition Project are:

1. Sealed bids will be received for the demolition, removal, and disposal of existing structures at 1021 Clark Street, and 1014 Elm Street, Webster City, Iowa.
2. Permit requirements: The City of Webster City Inspection Department will provide Utility Disconnection Permit & Debris Disposal Permit, and Excavation Permit to Contractor at the time of Notice to Proceed.
3. Disconnection of existing water service at watermain must be completed by State of Iowa Licensed Plumber.
4. Disconnection of existing Sewer Service will be capped with Furnco Cap and encased with concrete.

The proposed project schedule is as follows:

- November 4: City Council sets bid date/time and public hearing date/time
- December 3 at 3:00 p.m.: Conduct the bid letting
- December 16 at 6:05 p.m.: Conduct the public hearing and award contract and authorize execution of contract by Mayor and City Clerk
- April 30, 2020: Scheduled final completion date

**FINANCIAL IMPLICATIONS:** Funding for the project is from LMI Funding for income qualified projects. As advised by the Finance Department the project is within budget.

**RECOMMENDATION:** I recommend the project, 2019 Building Demolition, be completed as described above and that the bid date be set for **3:00 p.m. Tuesday, December 3, 2019** and the public hearing be set for **6:05 p.m. at the December 16th City Council meeting.**

**ALTERNATIVES:** The City Council could choose to delay the project or develop other alternatives for the 2019 Building Demolition Project.

**PUBLIC WORKS DIRECTOR COMMENTS:** I concur with the recommendation to proceed with the 2019 Building Demolition Project and that Council authorize the attached resolution.

**CITY MANAGER COMMENTS:** I also concur with the above recommendations and recommend authorization of the attached resolution.

RESOLUTION NO. 2019 - \_\_\_\_\_

**PROVIDE FOR NOTICE OF HEARING ON PROPOSED PLANS,  
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST  
FOR THE 2019 BUILDING DEMOLITION 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, specifications and form of contract, which may be hereafter referred to as the 2019 Building Demolition Project, (and is sometimes hereinafter referred to as the Project), which proposed plans, specifications, 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 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 demolition of existing structures 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 3<sup>rd</sup> day of December, 2019, for the 2019 Building Demolition Project, 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 16<sup>th</sup> day of December, 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 and form of contract for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

**Section 6.** 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 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST: \_\_\_\_\_  
Karyl K. Bonjour, City Clerk

## NOTICE OF HEARING AND LETTING

**Time and Place for Filing Sealed Proposals.** Sealed bids for the work comprising each improvement as stated below must be filed before 3:00 p.m., local time, on Tuesday, December 3, 2019, in the office of the Owner, City Hall, City of Webster City, 400 Second Street, Webster City, Iowa 50595.

### 2019 Building Demolition Project, Webster City, Iowa

**Time and Place Sealed Proposals Will be Opened and Considered.** Sealed proposals will be opened and bids tabulated at 3:00 p.m., local time, on Tuesday, December 3, 2019, in the City Hall, City of Webster City, 400 Second Street, Webster City, Iowa, for consideration by the City of Webster City, Iowa at its meeting on December 16, 2019.

**Public Hearing.** Notice is hereby given that the City Council of the City of Webster City, Iowa, will hold a public hearing on the proposed Specifications, form of Contract, and description of Work for the commencement of the 2019 Building Demolition Project at 6:05 p.m., local time, on December 16, 2019, in the City Council Chambers in the City Hall, City of Webster City, 400 Second Street, Webster City, Iowa. Any interested party may appear to be heard. At the hearing, the City will receive and consider any objections made by any interested person, on the proposed form of Contract and the Estimate of Cost for the Work.

**General Nature of Public Improvement.** This project includes all materials, equipment, and labor needed for demolition of the project described below, including all associated appurtenances together with related subsidiary and description of work.

#### Project information:

Notice is hereby given that sealed bids will be received for the demolition, removal and disposal of existing structures at:

1021 CLARK ST, Webster City, Iowa, and further known as: Willson Funk & Co S 103 1/4' Lt 6 Blk 13.

1014 ELM ST, Webster City, Iowa, and further known as: Estes & Fenton Add Lt 3 Exc E 10' Blk 114.

Permit requirements: Utility Disconnection Permit & Debris Disposal Permit, and Excavation Permit will be required before Contractor is granted a Notice to Proceed. The permits can be acquired at the Webster City Inspection Department.

Scope of Contract will include: Removal of existing dwelling and garage including foundations, and all other existing structural items on the property except the existing sidewalk.

Disconnection of existing water service at watermain must be completed by State of Iowa Licensed Plumber.

Disconnection of existing Sewer Service will be capped with Furnco Cap and encased with concrete.

**Time for Commencement and Completion of Work.** Work on each improvement shall be commenced upon approval of the Agreement and issuance of the Notice to Proceed by the City, and completed as stated below:

Final Completion: No later than April 30, 2020

Bidder accepts the provisions of the Agreement as to Liquidated Damages of \$500.00 per calendar day thereafter in the event of failure to complete the Work within the Contract Time(s).

**Bid Security.** Each Bid shall be accompanied by a Bid Bond, certified check, cashier's check, or certified credit union share draft in a separate sealed envelope in an amount equal to five per cent (5%) of the total amount of the Bid. If Bid Bond is submitted, it must be on the form provided with the Contract Documents. The certified check, cashier's check, or certified credit union share draft shall be drawn on a bank in Iowa, a bank chartered under the laws of the United States of America, or said certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Treasurer of the Owner as security that if awarded a contract, the Bidder will enter into a contract at the prices Bid and furnish the required Performance Bond in the amount of one hundred per cent (100%) of the Work and Certificate of Insurance. The certified check, cashier's check, or certified share draft may be cashed, or the Bid Bond forfeited, and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance Bonds or provide an acceptable Certificate of Insurance within fifteen (15) days after the acceptance of said Bid by resolution of the Owner. No Bidder may withdraw a Bid within sixty (60) days after the date set for opening Bid.

**Contract Documents.** Paper copies of the contract documents are available from the City of Webster City Project Coordinator and issued to the successful bidder at no cost (3) copies. Contract documents will be on file for examination at the following locations after issuance date:

City of Webster City - 400 Second Street, Webster City, Iowa 50595, 515.832.9139

**Preference for Iowa Products and Labor.** By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

**Sales Tax.** The bidder shall not include sales tax in the bid. A sales tax exemption certificate can be obtained from the City Clerk of the City of Webster City, for all material purchased for incorporation in the project.

**Payments to Contractor.** Payment will be made to the contractor based on completion of individual building removal equal to ninety-five (95%) percent of the contract value of the work completed, and will be based upon an estimate prepared by the Contractor, subject to the approval of the Project Coordinator. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made no earlier than 31 days after acceptance of the project by the City Council in accordance with Code of Iowa Chapter 573 and the contract documents.

The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

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

By \_\_\_\_\_

John Hawkins (Mayor)

ATTEST: \_\_\_\_\_

Karyl K Bonjour (City Clerk)

END OF SECTION



## MEMORANDUM

TO: D. Jeff Sheridan, City Manager  
Mayor and Council

FROM: Matt Alcazar, Engineering Tech/Project Coordinator

DATE: October 28, 2019

RE: 2020 Line Clearance Tree Trimming and Removal Services Project

---

**SUMMARY:** Staff is requesting authorization to seek proposals for Line Clearance Tree Trimming and Removal Services contractor. The Tree removal portion of the proposal would include the trees along Second Street from Prospect Street to Beach Street, the first phase of the 2020 Second Street Reconstruction Project.

**PREVIOUS COUNCIL ACTION:** Council previously awarded this contract to Robb's Tree & Stump Service for the 2018-19 Tree Trimming Services Project.

**BACKGROUND/DISCUSSION:** The City has contracted with a contractor to provide this service in the past; this is considered a maintenance procedure. Proposals will be again be made to regional contractors to provide this service.

The Electric Utility is mandated by the Iowa Utility Board to trim our entire service territory trees for line clearance once every five years. The area to be trimmed this year is inside the corporate limits and one of the 5 areas within our service territory. Upon trimming completion, the Iowa Utility Board inspects this area.

**FINANCIAL IMPLICATIONS:** The Line Clearance Tree Trimming and Removal Service is paid out of the Electric Fund and we have typically budgeted \$250,000.00 for this project.

**RECOMMENDATION:** I recommend the Council authorize submitting a request for proposals for Line Clearance Tree Trimming and Removal Service contractors to determine the cost for service.

**ALTERNATIVES:** Council may choose to not do a service agreement for Line Clearance Tree Trimming and Removal Service or direct staff to find alternative solutions.

**PUBLIC WORKS DIRECTOR COMMENTS:** Recommend Council authorize seeking bids for the Line Clearance Tree Trimming and Removal Service under one contract.

**CITY MANAGER COMMENTS:** I agree with the recommendation of the Public Works Director.





## MEMORANDUM

**TO:** City Manager  
Mayor and City Council

**FROM:** Planning Director

**DATE:** October 22, 2019

**RE:** Dedication of City Streets and Utilities

---

**SUMMARY:** The City of Webster City needs to dedicate to the public the public streets and utilities in both Brewer Creek Estates 5<sup>th</sup> and 6<sup>th</sup> Additions.

**PREVIOUS COUNCIL ACTION:** N/A

**BACKGROUND/DISCUSSION:** This document was omitted in the accompanying documents that came in with the Final Plats of Brewer Creek Estates 5<sup>th</sup> and 6<sup>th</sup> Additions.

**FINANCIAL IMPLICATIONS:** N/A

**RECOMMENDATION:** Approve the Dedication, and it will be recorded at the Courthouse.

**CITY MANAGER COMMENTS:** I concur with the recommendation of the Planning Director.

**RESOLUTION NO. 2019 - \_\_\_\_**

**ACCEPTING AND APPROVING THE DEDICATION  
OF PUBLIC STREETS AND UTILITIES IN BREWER CREEK  
ESTATES 5<sup>TH</sup> ADDITION IN WEBSTER CITY, IOWA.**

**WHEREAS**, the City of Webster City, 400 Second Street, Webster City, Iowa, is the developer of Brewer Creek Estates 5<sup>th</sup> Addition described as follows:

PARCEL LETTER "J" LOCATED IN THE SW1/4 NW1/4 SECTION 12 T-88 NORTH, R-26 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE NW CORNER OF LOT 1 BREWER CREEK ESTATES FOURTH ADDITION; THENCE S0°20'44"W (AN ASSUMED BEARING) ALONG THE WEST LINE OF BREWER CREEK ESTATES THIRD AND FOURTH ADDITIONS 484.62 FEET TO THE SOUTHWEST CORNER OF LOT 20 BREWER CREEK ESTATES THIRD ADDITION; THENCE N89°05'37"W 1239.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF BEACH STREET; THENCE N8°25'51"W ALONG SAID EAST ROW LINE 207.82 FEET; THENCE N0°29'34"E ALONG SAID EAST ROW LINE 279.54 FEET; THENCE S89°05'37"E ALONG THE SOUTH LINE OF BREWER CREEK ESTATES FOURTH ADDITION 1270.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14.06 ACRES MORE OR LESS.

**WHEREAS**, the City desires to dedicate to the public the public streets and utilities within said Addition as platted; and,

**WHEREAS**, said Dedication appears to be in proper form and should be approved.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, that the Dedication of public streets and utilities in Brewer Creek Estates 5<sup>th</sup> Addition, Webster City, Iowa, is hereby approved.

Passed and adopted this 4th day of November, 2019.

**CITY OF WEBSTER CITY, IOWA**

(seal)

\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Karyl Bonjour, City Clerk

## DEDICATION

The City of Webster City, Iowa, owner of the property described below, hereby irrevocably offers to dedicate to the public the public streets and utilities within Brewer Creek Estates 5<sup>th</sup> Addition as platted and lying within the following described real estate:

PARCEL LETTER "J" LOCATED IN THE SW1/4 NW1/4 SECTION 12 T-88 NORTH, R-26 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE NW CORNER OF LOT 1 BREWER CREEK ESTATES FOURTH ADDITION; THENCE S0°20'44"W (AN ASSUMED BEARING) ALONG THE WEST LINE OF BREWER CREEK ESTATES THIRD AND FOURTH ADDITIONS 484.62 FEET TO THE SOUTHWEST CORNER OF LOT 20 BREWER CREEK ESTATES THIRD ADDITION; THENCE N89°05'37"W 1239.18 FEET TO THE EAST RIGHT-OF-WAY LINE OF BEACH STREET; THENCE N8°25'51"W ALONG SAID EAST ROW LINE 207.82 FEET; THENCE N0°29'34"E ALONG SAID EAST ROW LINE 279.54 FEET; THENCE S89°05'37"E ALONG THE SOUTH LINE OF BREWER CREEK ESTATES FOURTH ADDITION 1270.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14.06 ACRES MORE OR LESS.

This offer is made pursuant to Iowa State Code Chapter 355.8. The approval of the City Council shall be deemed an acceptance of this proposed dedication for public use.

CITY OF WEBSTER CITY

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl Bonjour, City Clerk

**RESOLUTION NO. 2019 - \_\_\_\_**

**ACCEPTING AND APPROVING THE DEDICATION  
OF PUBLIC STREETS AND UTILITIES IN BREWER CREEK  
ESTATES 6<sup>TH</sup> ADDITION IN WEBSTER CITY, IOWA.**

**WHEREAS**, the City of Webster City, 400 Second Street, Webster City, Iowa, is the developer of Brewer Creek Estates 6<sup>th</sup> Addition described as follows:

**PARCEL LETTER "I" LOCATED IN THE SE1/4 NW1/4 SECTION 12 T-88 NORTH, R-26 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AND BEGINNING AT THE NE CORNER S1/2 SE1/4 NW1/4 SECTION 12 (SAID POINT ALSO BEING THE SE CORNER OF LOT 2 OF BREWER CREEK ESTATES THIRD ADDITION AND THE NW CORNER OF LOT 39 DEERFIELD SECOND ADDITION); THENCE N89°01'13"W (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF BREWER CREEK ESTATES THIRD ADDITION 1196.72 FEET TO THE SOUTHWEST CORNER OF LOT 18; THENCE S0°18'24"W 498.77 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 20; THENCE S89°52'29"E ALONG SAID NORTH ROW LINE 696.15 FEET TO HIGHWAY 20 STATION 282+00; THENCE N88°27'24"E ALONG SAID NORTH ROW LINE 508.09 FEET TO THE EAST LINE OF THE NW1/4 SECTION 12; THENCE N0°35'42"W ALONG SAID EAST LINE OF THE NW1/4 SECTION 12 466.16 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINS 13.41 ACRES MORE OR LESS.**

**WHEREAS**, the City desires to dedicate to the public the public streets and utilities within said Addition as platted; and,

**WHEREAS**, said Dedication appears to be in proper form and should be approved.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, that the Dedication of public streets and utilities in Brewer Creek Estates 6<sup>th</sup> Addition, Webster City, Iowa, is hereby approved.

Passed and adopted this 4th day of November, 2019.

**CITY OF WEBSTER CITY, IOWA**

(seal)

\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Karyl Bonjour, City Clerk

## DEDICATION

The City of Webster City, Iowa, owner of the property described below, hereby irrevocably offers to dedicate to the public the public streets and utilities within Brewer Creek Estates 6<sup>th</sup> Addition as platted and lying within the following described real estate:

PARCEL LETTER "I" LOCATED IN THE SE1/4 NW1/4 SECTION 12 T-88 NORTH, R-26 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE NE CORNER S1/2 SE1/4 NW1/4 SECTION 12 (SAID POINT ALSO BEING THE SE CORNER OF LOT 2 OF BREWER CREEK ESTATES THIRD ADDITION AND THE NW CORNER OF LOT 39 DEERFIELD SECOND ADDITION); THENCE N89°01'13"W (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF BREWER CREEK ESTATES THIRD ADDITION 1196.72 FEET TO THE SOUTHWEST CORNER OF LOT 18; THENCE S0°18'24"W 498.77 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 20; THENCE S89°52'29"E ALONG SAID NORTH ROW LINE 696.15 FEET TO HIGHWAY 20 STATION 282+00; THENCE N88°27'24"E ALONG SAID NORTH ROW LINE 508.09 FEET TO THE EAST LINE OF THE NW1/4 SECTION 12; THENCE N0°35'42"W ALONG SAID EAST LINE OF THE NW1/4 SECTION 12 466.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 13.41 ACRES MORE OR LESS.

This offer is made pursuant to Iowa State Code Chapter 355.8. The approval of the City Council shall be deemed an acceptance of this proposed dedication for public use.

CITY OF WEBSTER CITY

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl Bonjour, City Clerk



## MEMORANDUM

**TO:** City Manager  
Mayor and City Council

**FROM:** Planning Director

**DATE:** October 28, 2019

**RE:** Resolution of Support and Commitment of Funds for Independent Living Units

---

**SUMMARY:** The City of Webster City is required by Iowa Workforce Development to adopt a new Resolution of Support committing funds for 32 independent living units in the PUD along Edgewood Drive to DHQ Investments, LLC, the new owners.

**PREVIOUS COUNCIL ACTION:** Approved a resolution in 2017 to Green Stream Homes, LLC, for the same project.

**BACKGROUND/DISCUSSION:** The City originally approved Resolution No. 2017-179 which committed funds, as required by Workforce Development, to Green Stream Homes, LLC, for the construction of a complex containing 32 independent living units should they be awarded the Iowa Workforce Development Tax Credits. Presently, a change in ownership is taking place, and the State has finalized their amendment process. The State is now requesting that the City approve a new resolution showing that the developer is DHQ Investments, LLC and no longer Green Stream Homes, LLC.

**FINANCIAL IMPLICATIONS:** Should the developer be the recipient of the Iowa Workforce Development Tax Credits, the City's local match would total \$32,000.00, or \$1,000 per unit.

**RECOMMENDATION:** Approve the resolution of support and commitment of funds to DHQ Investments, LLC for the proposed 32 independent living units.

**CITY MANAGER COMMENTS:** I agree with the Planning Director's recommendation.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**RESOLUTION OF SUPPORT AND COMMITMENT  
OF FUNDS FOR DHQ INVESTMENTS, LLC, POLK CITY, IOWA.**

**WHEREAS**, Green Stream Homes of Iowa, LLC, originally desired to construct a complex containing 32 independent living units in Webster City; and,

**WHEREAS**, Green Stream Homes of Iowa, LLC did apply for Iowa Workforce Development Tax Credits; and,

**WHEREAS**, an amendment with the State of Iowa has been made and finalized regarding Contract 20-WHTIP-043 Sunrise Village Independent Living Center Project by removing Green Stream Homes of Iowa, LLC, and amending it to add Dean and/or Holly Quirk of DHQ Investments, LLC, for the Iowa Economic Development Workforce Housing Tax Incentive Award; and,

**WHEREAS**, the City of Webster City is required by Workforce Development to provide a resolution to show their support for this project committing a local match of \$1,000 per unit should the developer be awarded the Iowa Workforce Development Tax Credits.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, that the City of Webster City will contribute \$1,000 per unit for the construction of 32 independent living units should the developer, DHQ Investments, LLC, be the recipient of Iowa Workforce Development Tax Credits.

Passed and adopted this 4th day of November, 2019.

**CITY OF WEBSTER CITY, IOWA**

\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

\_\_\_\_\_  
Karyl K. Bonjour, City Clerk

**RESOLUTION NO. 2017 - 179**

**RESOLUTION OF SUPPORT AND COMMITMENT OF FUNDS FOR  
GREEN STREAM HOMES OF IOWA, LLC, URBAN DALE, IOWA**

**WHEREAS**, Green Stream Homes of Iowa, LLC, desires to construct a complex containing 32 independent living units in Webster City; and,

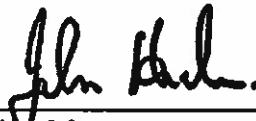
**WHEREAS**, Green Stream Homes of Iowa, LLC intends to apply for Iowa Workforce Development Tax Credits; and,

**WHEREAS**, the City of Webster City is required by Workforce Development to provide a resolution to show their support for this project committing a local match of \$1,000 per unit should the developer be awarded the Iowa Workforce Development Tax Credits.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, that the City of Webster City will contribute \$1,000 per unit for the construction of 32 independent living units should the developer, Green Stream Homes of Iowa, LLC, be the recipient of Iowa Workforce Development Tax Credits.


Passed and adopted this 18th day of December, 2017.

**CITY OF WEBSTER CITY, IOWA**



\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Karyl K. Bonjour, City Clerk



Karla Wetzler  
Planning Director  
City of Webster City  
400 2<sup>nd</sup> Street  
P.O. Box 217  
Webster City, Iowa 50595

October 25, 2019

Karla,

Here we are again. Thank you for your time in advance in this matter.

I would like to formally request to be placed on the City Council's agenda for the upcoming meeting. In regards, to our request that the 32 independent living units in the name of Green Stream Homes of Iowa, LLC resolution 2017-179 be added to the September 3<sup>rd</sup>, 2019 meeting asking for an amendment to change the contributions from Dave Walters of Green Stream Homes of Iowa, LLC 15602 Wilden Drive, Urbandale, Iowa 50323 to Dean and/or Holly Quirk of DHQ Investments, LLC of 41233 NW 95<sup>th</sup> Place, Polk City, Iowa 50226.

I hope to have the amendment and assumption paperwork for Resolution 2017-180 and the (2) Two-million-dollar TIF that we discussed in August hopefully transferred by the end of the year. I will keep you in my communications of this process.

As always it is a pleasure working with you and your associates.

Sincerely,



Michelle C. Blattel  
Spring Lake Construction  
106 SW Linden Street, Suite 1B  
Ankeny, Iowa 50023  
(515)505-0033



Michelle Michelle <springlakeconstructionmichelle@gmail.com>

---

**Request for amendment 20WHTIP043**

---

**Daniel Hansen** <Daniel.Hansen@iowaeda.com>  
To: Michelle Michelle <springlakeconstructionmichelle@gmail.com>

Fri, Oct 25, 2019 at 8:47 AM

Michelle,

The amendment process has been finalized. We will need the updated resolution from the city confirming approval of the change of ownership.

[Quoted text hidden]

**Amendment for State of Iowa - Iowa Economic Development Workforce Housing Tax Incentive Award and Contract (20-WHTIP-043) Sunrise Village Independent Living Center Project.**

Please amend 20-WHTIP-043 by removing Dave Walters of Green Stream Homes of Iowa, LLC, of 15602 Wilden Drive, Urbandale, Iowa 50322 and amend it to add Dean and/or Holly Quirk of DHQ Investments, LLC of 4123 NW 95<sup>th</sup> Place, Polk City, Iowa 50226.

Except as otherwise revised above, the terms, provisions, and conditions of the Workforce Housing Tax Incentive Award and Contract (20-WHTIP-043) unchanged and are in full force and effect:

DAVE WALTERS  
Print Name  
Dave Walters  
Green Stream Homes of Iowa, LLC

9-4-19  
Date

[Signature]  
Signature  
Dave Walters  
Green Stream Homes of Iowa, LLC

9-4-19  
Date

Dean Quirk  
Print Name  
Dean Quirk  
DHQ Investments, LLC

9/6/19  
Date

[Signature]  
Signature  
Dean Quirk  
DHQ Investments, LLC

9/5/19  
Date

Holly Quirk  
Print Name  
Holly Quirk  
DHQ Investments, LLC

9-5-19  
Date

[Signature]  
Signature  
Holly Quirk  
DHQ Investments, LLC

9-5-19  
Date

STATE OF Iowa

COUNTY OF Polk } ss.

**NOTARIAL CERTIFICATE  
OF  
ACKNOWLEDGMENT**

On this 5 day of September 2019, before me, Michelle Blattel,  
Printed Name of Notary Public

the undersigned notary public, personally appeared Dave Walters, Dean and/or  
Printed Name(s) of Signer(s)

Holly Quirk

- personally known to me - or -
- proved to me on the basis of satisfactory evidence
  - form(s) of identification \_\_\_\_\_
  - credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same voluntarily for the purpose expressed therein.

WITNESS my hand and official seal.



Michelle Blattel  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment for Iowa Economic Development 20-WHTIP-043 containing 2 pages, and dated including ack...

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

**Additional Information**

Notary Journal Entry

The details surrounding this notarial event are described in my notary journal:

Volume One

Page # 3 Entry/Row # 8

Notary Contact: 515-505-0033

Other:

Additional Signer(s)     Signer(s) Thumbprint(s)



**MEMORANDUM**

**TO:** City Manager  
Mayor and City Council

**FROM:** Brandon Bahrenfuss, Street Department Supervisor

**DATE:** October 22, 2019

**RE:** Tree Grinding at Tree/Brush Drop-Off Site

---

**SUMMARY:**

This is in regard to the annual tree grinding services that have been provided to the City the past several years. We are seeking approval to go out for bids as well as proceed if the bid comes in under budget. The budget number we have set is not to exceed \$20,000.

**PREVIOUS COUNCIL ACTION:**

In 2003 (Ordinance Number 2003-1594) the City Council banned leaf burning and burn barrels. Since then the City has kept open its public drop-off site for trees and tree debris. To eliminate all of this material the City has contracted with different businesses to grind all of the debris into mulch. Listed below are the costs each year:

2018	\$14,750.00	(DeBoef Grinding of New Sharon)
2017	\$24,250.00	(DeBoef Grinding of New Sharon)
2016	\$26,550.00	(DeBoef Grinding of New Sharon)
2014	\$16,020.00	(DeBoef Grinding of New Sharon)
2013	\$19,695.00	(DeBoef Grinding of New Sharon)
2012	\$14,996.00	(Chamness Technology of Blairsburg)
2011 (Dec)	\$18,000.00	(DeBoef Grinding of New Sharon)
2011 (Feb)	\$17,700.00	(Chamness Technology of Blairsburg)
2009-10	\$18,500.00	(Chamness Technology of Blairsburg)
2008	\$12,000.00	(Thomas Brothers of Fort Dodge)
2007	\$16,700.00	(Thomas Brothers of Fort Dodge)
2006	\$12,000.00	(Thomas Brothers of Fort Dodge)
2005	\$12,000.00	(Chamness Technology of Blairsburg)
2004	\$8,800.00	(Chamness Technology of Blairsburg)
2003	\$5,925.00	(Thomas Brothers of Fort Dodge)

In 2015 the former City Manager wanted to save money and chose not to grind the tree debris.

**BACKGROUND/DISCUSSION:**

Based partly on advice from the Iowa Department of Natural Resources, the City of Webster City did ban leaf/open burning in 2003. During this time period there were discussions held on how to eliminate all of this material. City staff investigated the cost of purchasing a tree grinder. Depending on the model, some of these units cost more than \$700,000.00 and have fairly high maintenance concerns. It was then decided to not purchase a tree grinder and to have the services provided to the City on an annual basis.

Since 2003 the amount of tree/brush debris deposited at the site has increased, as well as the cost to provide this service. This year the City completed the removal of all City owned ash trees. This has added to the debris pile considerably the last 5 or so years.

**FINANCIAL IMPLICATIONS:**

In the current 2019-2020 budget (gl# 100-22-42-5210-299) there is \$40,000.00 appropriated for contractual services. These funds are mostly for tree grinding services and stump removal.

**RECOMMENDATION:**

Recommend the Council authorize staff to proceed with seeking bids and if bids come in under budget to proceed with the completion of tree grinding.

**ALTERNATIVES:**

1. Wait until next year.
2. Have the City Council repeal the burn ban in Webster City and burn the pile near the Street Department. This is not advised since this location is too close to the adjacent residents.
3. Develop a specific charge to residents to pay for this service.

**PUBLIC WORKS DIRECTOR COMMENTS:** I agree with the Street Supervisor to proceed with seeking bids and award a contract if the price is under the Budget limit.

**CITY MANAGER COMMENTS:** I concur with the above recommendations.



## MEMORANDUM

**TO:** D. Jeffrey Sheridan, City Manager  
Mayor and Council

**FROM:** Ken Wetzler, Public Works Director

**DATE:** October 29, 2019

**RE:** Electrical Easement 2018-2019 Electrical Underground Conversion Project

---

**SUMMARY:** To accomplish the Electrical Underground Conversion Project existing easements either did not exist or were not in the desired location to avoid existing storage sheds etc. Therefore, easements now are needed to complete this project.

**PREVIOUS COUNCIL ACTION:** The City Council has authorized easements by acceptance and execution of the easement by resolution.

**BACKGROUND/DISCUSSION:** In order for the Electric Utility to provide electrical service to another party on or across private property we require permission from the property owner in the form of an easement and record the document with the Hamilton County Recorder.

Therefore, note the easement as listed on the resolution. The easement is signed by the property owner and notarized. This should be the last easement as the project moves forward.

**FINANCIAL IMPLICATIONS:** Recording costs of the document will be part of the project cost.

**RECOMMENDATION:** I recommend that the Council approve acceptance and execution of the easement by the attached resolution.

**ALTERNATIVES:** The Council could choose not to approve the easement; however, the Underground Electrical Conversion project would not move forward.

**CITY MANAGER COMMENTS:** I concur with the recommendation of the Public Works Director.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**ACCEPTING AND EXECUTING OF THE EASEMENT FOR THE  
2018-2019 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

**WHEREAS**, the 2018- 2019 Electrical Underground Conversion Project consists of installing new underground electrical lines and removing the existing overhead lines; and,

**WHEREAS**, for the construction and maintenance of the underground lines the accompanying easement is required;

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

**SECTION 1.** The easement granted by,  
735 Cedar Street, Jordan Hartnett, Webster City, Iowa be accepted.

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

Passed and adopted this 4th day of November 2019.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl K. Bonjour, City Clerk



Prepared by: Ken Wetzler, Public Works Director, City of Webster City, 400 Second Street, Webster City, IA (515) 832-9139  
Return to: City of Webster City, 400 Second Street, PO Box 217, Webster City, IA

### EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this ~~29th~~ day of ~~OCTOBER~~, 2019, by and between Jordan Hartnett, Webster City, Iowa, hereinafter referred to as GRANTOR, and City of Webster City, Webster City, Iowa, hereinafter referred to as GRANTEE, as follows:

#### WITNESSETH:

1. That the Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns a permanent and perpetual easement for the purpose of construction, reconstruction, operating and maintaining all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, owned by the Grantee, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along the below described real estate:

**The west 5 feet of Lot 11 in Block 52 of the Original Webster City Town Plat, an Official Plat now included in and forming a part of the City of Webster City, Hamilton County, Iowa; as shown on attached Exhibit A and by this reference made a part hereof.**

2. That the Grantee shall have the right to ingress and egress to and from said land to survey, construct, maintain, inspect, patrol, rebuild, and repair its utilities, together with the right to replace, renew and relocate said utility system and appurtenances.
3. That the Grantee may trim and/or cut and clear away any trees, limbs or brush on or adjacent to the above described land whenever, in its judgement, such will interfere with

or endanger the construction, operation or maintenance of said utility system.

4. The Grantor, its successors or assigns, may use and enjoy the above described real estate, provided such use shall not, in the judgement of the Grantee, interfere or endanger the construction, operation, or maintenance of said utility system. In addition thereto, the Grantor, its successors or assigns, shall not cause to erect or build any permanent construction, including, but not limited to, a building or a structure, patios, decks, drives, or plant trees or shrubs over, under, upon or across the above described real estate, which, in the judgement of the Grantee, interferes or obstructs the free use of said easement rights herein conveyed. The Grantor, its successors or assigns, further agrees that it will not change the grade, elevation or contour of any part of the easement right-of-way without the prior written approval of the Grantee.
5. The Grantee, its successors or assigns, agrees to pay for any and all permanent damage caused to land, growing crops, fences, or personal property of the Grantor from the construction, operation or maintenance of said systems.
6. This easement conveyance shall run with the land and shall be binding upon the Grantor, its heirs, successors or assigns.

IN WITNESS WHEREOF, the parties herein have set their hands this 29<sup>th</sup> day of OCTOBER, 2019.

Grantor

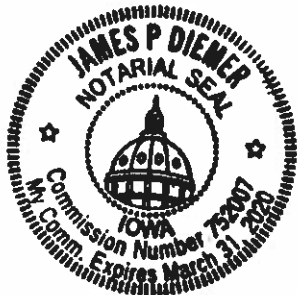
Jordan Hartnett  
Jordan Hartnett

ACKNOWLEDGEMENT

STATE OF IOWA            )  
  ) ss.  
COUNTY OF HAMILTON )

On this 29<sup>th</sup> day of OCTOBER 2019, before me, the undersigned a Notary Public in and for the said State, personally appeared JORDAN HARTNETT to me personally known, who being by me duly sworn, did say that he is executing the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

James Palmer  
Notary Public in and for the State Of Iowa.



**Grantee**  
**City of Webster City Iowa**

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

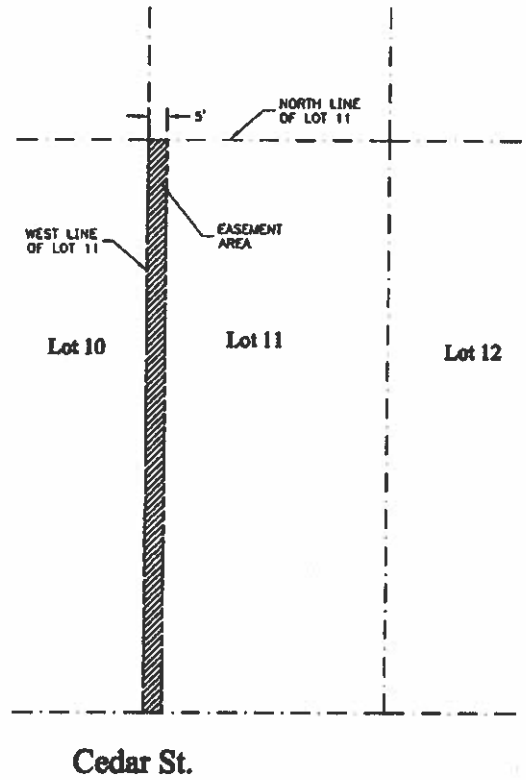
\_\_\_\_\_  
Karyl Bonjour, City Clerk

**ACKNOWLEDGEMENT**

STATE OF IOWA            )  
  ) ss.  
COUNTY OF HAMILTON )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, before me, the undersigned a Notary Public in and for the said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed..

\_\_\_\_\_  
Notary Public in and for the State Of Iowa.



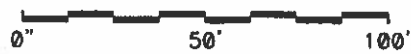
Easement is located on the following described property:

Lot 11 of Block 52 of the Original Webster City Town Plat in Webster City, Iowa

Easement contains 0.0178 acres, more or less

Jordan Hartnett  
735 Cedar St.  
Webster City, IA 50595

T88N R26W SECTION 01



SCALE: AS SHOWN  
DATE: 10-29-19  
DESIGNED: P&E  
DRAWN: P&E  
APPROVED: ARP  
APPROVED:

 **P & E ENGINEERING CO.**  
POWER SYSTEM ANALYSIS AND DESIGN

SECTION

DRAWING NO.

Exhibit A



## MEMORANDUM

**TO:** D. Jeffrey Sheridan, City Manager  
Mayor and Council

**FROM:** Ken Wetzler, Public Works Director

**DATE:** October 28, 2019

**RE:** Electrical Engineering Services for the 2020 Electrical Underground Conversion Project with P & E Engineering Co., Carlisle, Iowa.

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**SUMMARY:** Webster City Municipal Electric Utility currently uses P & E Engineering for general electric design for example, Brewer Creek 5 & 6 Subdivision, substation design updates, and farm line circuits. Thus, making it natural to have them included in this project.

**PREVIOUS COUNCIL ACTION:** Council approved P&E Engineering for the 2018-19 Electrical Underground Conversion Project March 5, 2018

**BACKGROUND/DISCUSSION:** As aforementioned the City Electric Utility has utilized P & E Engineering in the past for numerous projects.

In an effort to convert our overhead distribution system to underground and somewhat keep on pace with our 25-year plan, the Electric Utility has identified the area to contract out for overhead to underground conversion.

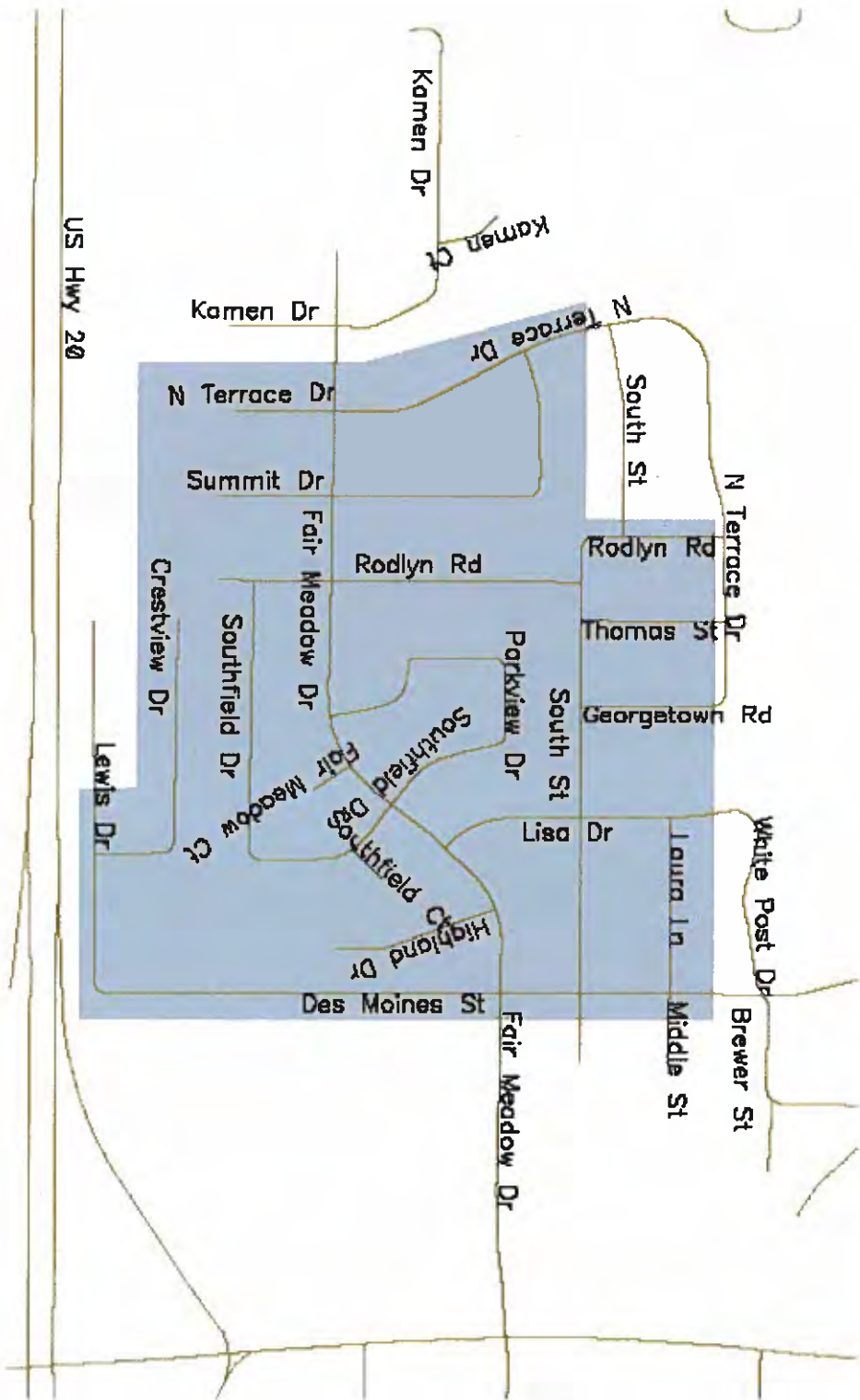
The area identified is from Des Moines Street west to North Terrace Drive, between Lewis Drive east to north of Laura Lane and North Terrace Drive. This area is part of the 25-year plan, but most of all the poles are rotting out at ground level. The area is shown on the attached project map.

**FINANCIAL IMPLICATIONS:** The Engineering fees are attached in P & E Engineering's proposal. Electric Operation Funds would be used for engineering this project.

**RECOMMENDATION:** City staff recommends the Council authorize the agreement by resolution.

**ALTERNATIVES:** In order to keep the conversion moving forward in a timely manner, there are not a lot of reasonable alternatives.

**CITY MANAGER COMMENTS:** I agree with the recommendation of the Public Works Director.



**RESOLUTION NO. 2019 - \_\_\_\_\_**

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES WITH P & E ENGINEERING CO., CARLISLE, IOWA, FOR THE 2020 ELECTRICAL UNDERGROUND CONVERSION PROJECT**

**WHEREAS**, Webster City Municipal Electrical Utility desires to convert overhead electrical lines to underground, as indicated in the Capital Improvement Plan; and,

**WHEREAS**, an agreement has been negotiated with P & E Engineering Co., Carlisle, Iowa to perform the project engineering services; and,

**WHEREAS**, the City Council has reviewed said form of 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 enter into an agreement with P & E Engineering Co., Carlisle, Iowa, providing for engineering services of the 2020 Electrical Underground Conversion Project.

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

Passed and adopted this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl Bonjour, City Clerk



Allan R. Powers, PE. Richard D. Kline, PE.  
Timothy G. Ernst, PE.

245 S. 5th St., PO Box 620, Carlisle, IA 50047  
p.515-889-3083 f.515-889-3136 pe@peengr.com

Oct. 28, 2019

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

Dear Ken:

I am pleased to present this proposal to you for engineering design work and construction phase services related to your proposed 2020 Electrical Underground Conversion Project. This proposal covers engineering design, drawing preparation, contract preparation, assistance with bidding, right-of-way services, and construction phase services for conversion of existing overhead facilities to underground in the areas shown on the attached map. This area was originally included in the 2018-2019 Electrical Underground Conversion Project, so much of the design work has already been completed. This proposal includes updating and finalizing the design as needed.

The following specific tasks are included in this proposal.

**Design Phase Services**

- Review the preliminary design that was completed earlier and update as needed
- Complete a detailed map of all existing facilities in the project area
- Develop detailed plans for the proposed electric system
- Prepare drawings, specifications, and bills of material for all required work
- Prepare equipment and material specifications for all items to be purchased by Webster City
- Assemble contracts for purchase of materials and equipment, and for the contract work
- Assist with bidding, including attendance at a pre-bid meeting and the bid opening, evaluation of bids, and preparation of recommendations
- Assist with preparation of an informational mailing to property owners in the area, and attend an open house to answer questions about the project

**Right of Way Services**

- Right of Way services will be provided through our sub-consultant, Jim Diemer Right-of-Way Services
- Identify easements that are required for the construction, and work with the City to determine where easements are in place and where additional easements are required
- Provide needed research to identify property owners and land parcel descriptions
- Prepare new easements that will be needed



Oct. 28, 2019  
Mr. Ken Wetzler

Page 2 of 3

- This proposal does not include land surveying or related civil engineering services. If land surveying is required to locate property corners or to prepare easements or easement descriptions, these services will be procured directly by Webster City.
- The estimated cost is based on a preliminary estimate that easements will need to be acquired on 20 properties.

**Construction Phase Services**

- Attendance at pre-construction meeting
- Assistance with staking, in conjunction with Webster City personnel and the Contractor
- Attend regular construction meetings to be held approximately bi-weekly during the periods of active construction, and observe the status of construction prior to or following each meeting
- Review any questions that arise during the construction process, and issue revised drawings as needed
- Review pay applications from Contractor and prepare recommendations for payment
- Assist Webster City with final inspections

This proposal does not include detailed project inspection services, as it is assumed that Webster City personnel will handle the day to day contract administration duties, and will coordinate all work activities. As always, we will be available to assist with any questions or specific needs.

The estimated cost for the work as described above is as follows.

Design phase services	\$16,000.
Right of Way services	\$19,000
Construction phase services	\$ 9,000.
<b>Total Project</b>	<b>\$44,000.</b>

The total invoiced amount will not exceed the estimate unless authorized by Webster City. I will work closely with your personnel, and will keep you informed as to the progress of the work. I will notify you immediately of any significant developments that might affect the anticipated engineering costs. We will bill you for only the actual time and expenses that are incurred in connection with the project. All invoices will be in accordance with our standard Billing Rates in effect at the time the service is performed. A copy of our current rate schedule is attached.

I will act as the project manager for this work, and will be directly responsible for all aspects of the project. Other P & E personnel will be assisting me with the detailed design and drafting work, including Bob Brunia, Marty Hinton, and Michele Ballhagen.

Oct. 28, 2019  
Mr. Ken Wetzler

Page 3 of 3

We are prepared to start work on this project in the near future. We will develop a detailed schedule as we begin the design work, but my current expectation is that we can have the project ready for bidding contracts for both materials and installation by December 10, 2019. The intent is to take a recommendation to the Council on February 8, 2020.

I have attached a proposed Engineering Services Agreement to cover this project. Please review this agreement and return a signed copy, to confirm acceptance of this proposal.

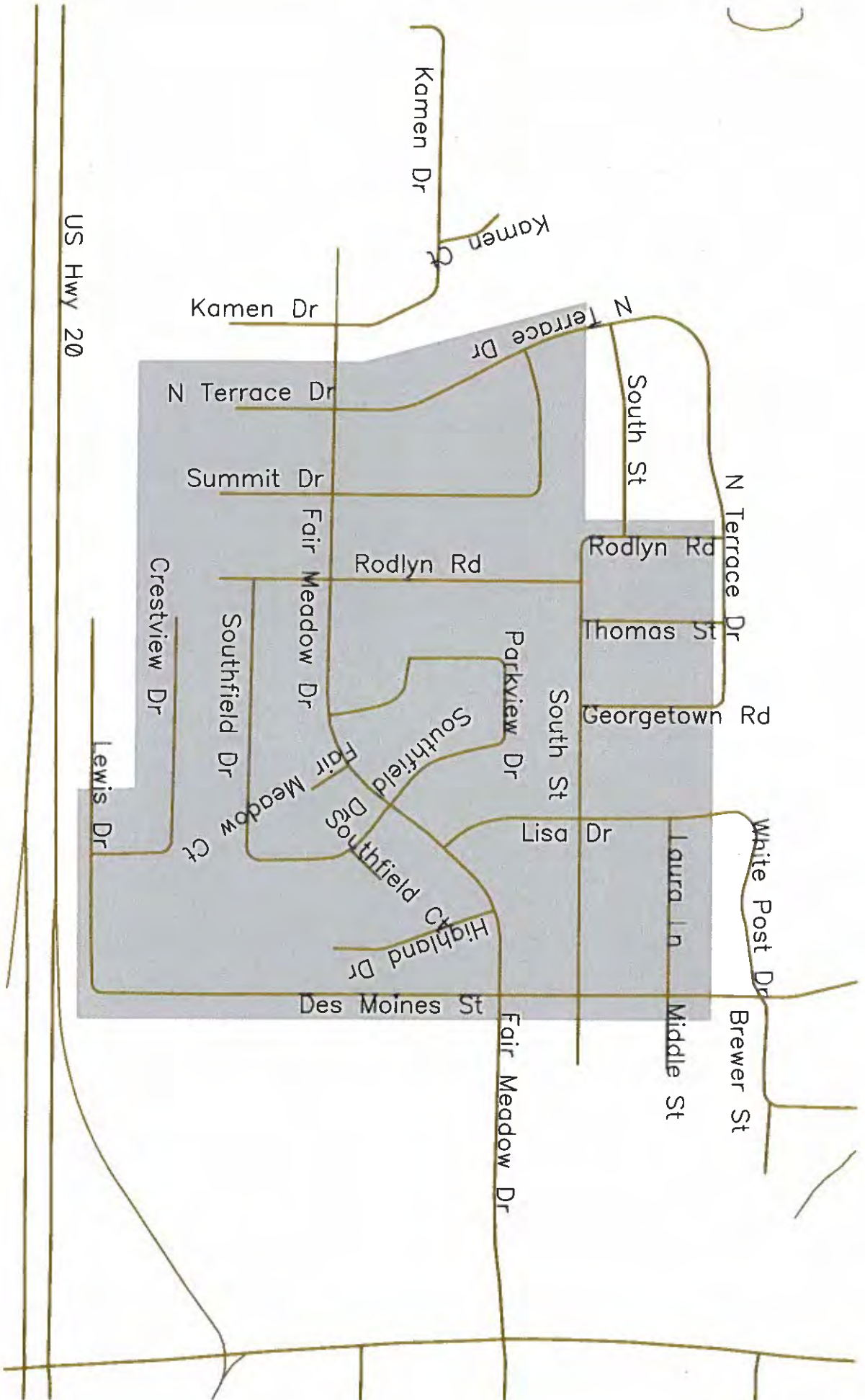
I look forward to working with you on this project. Please call me if you have any questions or if you would like to discuss any aspects of the project or of this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Allan Powers".

Allan Powers, P.E.

cc: Mr. Adam Dickinson





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@pengr.com

**2019 SCHEDULE OF PROFESSIONAL SERVICES BILLING RATES**

<b><u>Employee Hourly Billing Rates</u></b>	<b><u>2019</u></b>
Principal Engineer II	\$160.00
Principal Engineer	\$142.00
Senior Engineer	\$131.00
Engineer	\$117.00
Senior Technician *	\$ 104.00
Design Technician *	\$ 92.00
Drafting *	\$ 83.00
Clerical *	\$ 58.00

For classifications marked with an asterisk (\*), overtime hours will be billed at 1.5 times the hourly rate shown.

**Reimbursable Expenses**

<b>Mileage</b>	<b>Current IRS Rate</b>
<b>Black &amp; White Plots run in house</b>	
B Size (11" X 17")	\$0.40 each
C Size (17" X 22")	\$1.90 each
D Size (22" X 34")	\$3.90 each
E Size (30" X 42")	\$6.20 each
<b>Color Plots run in house (All Sizes)</b>	\$17.00 each
<b>Other expenses</b>	at cost

Rates are effective January 1, 2019 and are subject to periodic review and adjustment.

## PROFESSIONAL SERVICES AGREEMENT

1. **GENERAL:** This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, between City of Webster City (hereafter referred to as the "Client"), and P & E Engineering Co., an Iowa corporation with its principal office in Carlisle, Iowa (hereafter referred as "Design Professional").

The Client requires professional services related to the 2020 Electrical Underground Conversion Project and the Design Professional is willing to provide such services upon the following terms and conditions.

2. **SCOPE OF WORK:** The Client and Design Professional agree that the Basic Services to be provided to the Client by the Design Professional are as itemized in the attached Proposal Letter from Allan Powers to Ken Wetzler dated Oct. 28, 2019.
3. **COMMENCEMENT OF WORK:** The date of commencement shall be the date agreed to by Client and Design Professional.
4. **FEES AND PAYMENT:**
  - a. **INVOICES:** Invoices shall be submitted by the Design Professional monthly, are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.
  - b. **INTEREST:** If payment is not received by the Design Professional within thirty (30) calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5 percent (or the maximum allowable by law, which ever is lower) of the PAST DUE amount per month. Payment thereafter shall be applied to accrued interest and then to unpaid principal.
  - c. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provision of this Agreement, the Design Professional shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by the Design Professional in connection therewith and in addition, the reasonable value of the Design Professional's time and expenses spent in connection with such collection action, computed at the Design Professionals prevailing fee schedule and expense policies.
  - d. **SUSPENSION OF SERVICES:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Design Professional may suspend performance of services upon ten (10) days' notice to the Client. The Design Professional shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.
  - e. **TERMINATION OF SERVICES:** If the Client fails to make payments to the Design Professional in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Design Professional.
  - f. **SET-OFFS, BACKCHARGES, DISCOUNTS:** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

- g. **ESTIMATED COST:** The estimated cost for the design work is identified in the attached Proposal Letter.
5. **STANDARD OF CARE:** Services provided by the Design Professional under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
6. **ACCESS TO SITES, PERMITS, APPROVAL:** The Client shall provide for the Design Professional; right to enter the property owned by the Client and/or others in order for the Design Professional to fulfill the Scope of Services agreed to. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees to the fullest extent permitted by law, to indemnify and hold the Design Professional and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.
7. **SAFETY OF PERSONS AND PROPERTY:** Neither the professional activities of the Design Professional, nor the presence of the Design Professional or his or her employees and subconsultants at the construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by regulatory agencies. The Design Professional or his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evidence in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's subconsultants shall be indemnified and shall be made additional insured under the General Contractor's general liability policy.
8. **DOCUMENTS AND RECORDS:**
- a. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto, of all documents provided or furnished (including those furnished on any form of electronic media) by Design Professional under this agreement, including the right of reuse by and at the discretion of Design Professional.
- b. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by the Design Professional for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Design Professional. Under no circumstances shall transfer of the drawings or other

documents in any form for use by the Client be deemed a sale by the Design Professional.

**9. INDEMNIFICATION**

- a. The Design Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney's' fees and costs of defense) to the extent caused by the Design Professional's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Design Professional is liable.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorney's' fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her contractors, subcontractors, or anyone for whom the Client is liable, and arising from the project that is the subject of this Agreement.
- c. The Design Professional is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

**10. HAZARDOUS MATERIAL – INDEMNIFICATION:**

- a. It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to hazardous or toxic materials. In the event that the Design Professional or any other party encounters hazardous or toxic materials at the jobsite, or should it become know in any manner that such material may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate special consultant(s) or contractor(s) to identify, abate and/or remove the hazardous or toxic materials, and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- b. The Client agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold The Design Professional, his or her partners, employees, agents, and subconsultants from and against all claims, suits, demands, liabilities, losses, or costs, including reasonable attorney fees and defense costs, resulting from or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about, or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory or other cause of action.

- 11. OPINION OF PROBABLE CONSTRUCTION COSTS:** Opinion of probable construction costs for the project considered and arising under this Agreement are prepared by the Design professional through exercise of its experience and judgement in applying presently available cost data, but it is recognized that Design Professional has no control over labor and materials, or over the construction contractors methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so the Design Professional cannot and does not guarantee that proposals, bids,

or the project construction costs will not vary from the Design Professional opinion of probable construction cost.

12. **SITE VISITS AND OBSERVATION:** When included in the agreed upon services, the Design Professional shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general compliance with the Contract Documents. The Client has not retained the Design Professional to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Design Professional does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any entity furnishing material or performing any work on the project.
13. **SHOP DRAWING REVIEW:** When included in the agreed upon services, the Design Professional shall review and approve Contractor's submittals, such as shop drawings, product data, samples and other data, as required by the Design Professional, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgement to permit adequate review. Review of a specific item shall not indicate that The Design Professional has reviewed the entire assembly of which the item is a component. The Design Professional shall not be responsible for any deviation from the contract documents not brought to the attention of the Design Professional in writing by the Contractor. The Design Professional shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
14. **ADDITIONAL SERVICES:** If mutually agreed to in writing by the Client and the Design Professional additional services shall be provided by the Design Professional. These Additional Services are not included as part of Basic Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with the Design Professional's prevailing fee schedule. There is no requirement of the Design Professional to provide Additional Services unless expressly requested by the Client.
15. **CONFIDENTIALITY:** The Design Professional agrees to keep confidential and not to disclose to any person or entity, other than the Design Professional's employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Design Professional or furnished to the Design Professional and marked Confidential by the Client. These provisions do not apply to information in whatever form that comes into the public domain, nor shall it restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Design Professional to defend himself or herself from any suit or claim.



16. **DELAYS:** The Design Professional is not responsible for delays caused by factors beyond the Design Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Design Professional's service of work product promptly, or delays caused by faulty performance of the Client or by contractor at any level. When such delays beyond the Design Professionals reasonable control occur, the Client agrees the Design Professional is not responsible for damages, nor shall the Design Professional be deemed to be in default of this Agreement.
17. **ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to the recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related costs.
18. **SCHEDULE OF INSURANCE:** In accordance with the terms of this Agreement, the Design Professional shall attempt to obtain and maintain the insurance policies with coverages and limits as indicated below:
- |                                       |  |
|---------------------------------------|--|
| a. Workers Compensation               | Statutory limits of the State of Iowa                            |
| b. Comprehensive General Liability    | \$1,000,000 each occurrence<br>\$2,000,000 aggregate             |
| c. Comprehensive Automobile Liability | \$1,000,000 each occurrence<br>Bodily injury and property damage |
| d. Professional Liability             | \$2,000,000 each occurrence and<br>\$4,000,000 aggregate         |
19. **ENTIRE AGREEMENT:** The Agreement comprises the final and complete agreement between the Client and the Design Professional. It supercedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent council and is satisfied as to the meaning of all terms. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and the Design Professional.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
21. **GOVERNING LAW:** The laws of the State of Iowa will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

22. **TERMINATION:** Either Client or the Design Professional may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within Thirty (30) calendar days of termination pay the Design Professional for all services rendered and all costs incurred to the date of termination, in accordance with the compensation provisions of this agreement.

CLIENT

DESIGN PROFESSIONAL

P & E Engineering Co.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name  
Printed: \_\_\_\_\_

Name  
Printed: Rich Kline \_\_\_\_\_

Title: \_\_\_\_\_

Title: Principal \_\_\_\_\_



WEBSTER  
CITY

## MEMORANDUM

TO: D. Jeffrey Sheridan, City Manager  
Mayor and Council

FROM: Ken Wetzler, Public Works Director

DATE: October 30, 2019

RE: Professional Services Agreement with Bolton & Menk, Inc.

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**SUMMARY:** Webster City currently uses Bolton & Menk to provide engineering to evaluate the potential size of the future Wastewater Treatment Facility. This agreement would be to provide Professional Services for evaluation and design, bid, and construction phase of the future wastewater treatment and disposal facility.

**PREVIOUS COUNCIL ACTION:** The City Council did approve Bolton & Menk to evaluate Industrial Wastewater Loads on May 16, 2016.

**BACKGROUND/DISCUSSION:** The agreement provides Professional Services to allow the City to conclude the pre-design stage and proceed through completion of the future wastewater treatment plant. Note attached agreement.

**FINANCIAL IMPLICATIONS:** These professional services will be paid out of the Wastewater Treatment Plant IADNR Revolving Loan fund.

**RECOMMENDATION:** I recommend that the Council approve the Agreement for Professional Services with Bolton & Menk, Inc. by the attached resolution.

**ALTERNATIVES:** Not approve this agreement, thus delaying the project or select another engineering firm.

**CITY MANAGER COMMENTS:** I recommend tabling this authorization until staff can complete an evaluation of a couple of additional potential project funding options.

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER  
INTO AN AGREEMENT FOR ENGINEERING SERVICES  
WITH BOLTON & MENK, INC., AMES, IOWA, FOR THE  
WASTEWATER TREATMENT FACILITY IMPROVEMENT PROJECT**

WHEREAS, the City of Webster City desires to improve the wastewater treatment facility, as indicated in the Capital Improvement Plan; and,

WHEREAS, an agreement has been negotiated with Bolton & Menk, Inc., Ames, Iowa to perform the project engineering services; and,

WHEREAS, the City Council has reviewed said form of 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 enter into an agreement with Bolton & Menk, Inc., Ames, Iowa, providing for engineering services for the Wastewater Treatment Facility Improvement Project.

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

Passed and adopted this 4th day of November, 2019.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl Bonjour, City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive  
Ames, IA 50010-8783

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

September 25, 2019

Mr. Ken Wetzler  
Public Works Director  
City of Webster City  
400 Second Street  
PO Box 217  
Webster City, IA 50595

RE: Webster City Wastewater Design  
Project No. A21.119239  
Agreement for Professional Services

Dear Ken:

I am enclosing two original copies of the Agreement for Professional Services for the wastewater design services.

If the City is in agreement, then sign both enclosed copies and return one original to me.

Please contact me with questions and discussion.

Sincerely,

BOLTON & MENK, INC.

Gregory L. Sindt, P.E.  
Senior Principal Engineer

c: Greg Sindt, Bolton & Menk, Inc., w/enclosure  
File

Enclosure: Agreement for Professional Services (two (2) originals)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CITY OF WEBSTER CITY, IOWA  
AND  
BOLTON & MENK, INC.**

**WASTEWATER TREATMENT FACILITY IMPROVEMENTS DESIGN**

THIS IS AN AGREEMENT made as of November 4, 2019, between the City of Webster City, Iowa (OWNER) and Bolton & Menk, Inc. (ENGINEER). OWNER desires to prepare a Wastewater Treatment Facility Plan and construct significant improvements to its treatment facility or a new wastewater treatment facility. ENGINEER will provide professional engineering services for evaluation and design of OWNER'S wastewater treatment and disposal facility.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

**1.0 BASIC SERVICES OF ENGINEER**

ENGINEER will provide the scope of services as indicated for design of the wastewater treatment facilities described in Section 1.1. Detailed descriptions of scope of work for Design, Bid, and Construction Phase services are presented at the end of this section.

**1.1 Scope of Services**

**1.1.1 Pre Design Phase Services**

A. Prepare a Wastewater Treatment Facility Plan and develop final implementation plan and schedules with OWNER. The Facility Plan will include evaluation of the following alternative concepts:

1. New treatment facility and abandon existing treatment facility.
  2. Renovation and continued partial use of the existing treatment facility (primary treatment and biosolids treatment) and new treatment facility for secondary treatment.
- B. Nutrient Reduction Evaluation as required by the NPDES discharge permit. Nutrient removal will be included in the Wastewater Treatment Facility Plan.
- C. Antidegradation Review of Less Polluting Alternatives as required by DNR for increases in plant design flows and loads.
- D. East side interceptor sewer and lift station evaluation.
- E. Respond to IDNR review comments and questions on Wastewater Treatment Facility Plan and Antidegradation Review.
- F. Assist OWNER and OWNER's legal counsel with development of Industrial Wastewater Treatment Agreements between the City of Webster City and the significant industrial users.
- G. Assist OWNER with application for the Clean Water State Revolving Fund.

H. Conduct engineering survey of the proposed treatment facility site.

**1.1.2 Design Phase Services**

- A. The wastewater treatment facilities improvements will be bid with one set of Contract Documents with construction under one General Construction Contract. Prepare final design, including structural, mechanical, electrical, and civil design, of the wastewater treatment facility improvements as described in the Wastewater Treatment Facility Plan. The scope of the facility improvements will be defined in the DNR Approved Wastewater Treatment Facility Plan.
- B. Prepare contract plans, specifications, and bid documents for construction of the wastewater treatment facility improvements. The project will be bid under one general construction contract.
- C. Prepare IDNR Construction Permit Application.
- D. Coordinate geotechnical investigation by geotechnical testing firm retained by OWNER at OWNER's expense at ENGINEER's request.

**1.1.3 Bid Phase Services**

- A. ENGINEER will provide Bid Phase Services for the one general construction contract.

**1.1.4 Construction Phase Services**

- A. Construction contract administration.
- B. Monthly construction progress meetings.
- C. Resident project representative.
- D. Prepare construction record drawings.
- E. Coordinate soil and materials testing services by testing firm retained by Owner at OWNER's expense.

**1.2 Design Phase Services**

ENGINEER shall provide the following services during the Design Phase:

- 1.2.1 Perform engineering design calculations for the facility.
- 1.2.2 On the basis of the accepted Preliminary Design documents, Wastewater Treatment Facility Plan, or communications from OWNER prepare for incorporation in the Contract documents final drawings to show the general scope, extent and character of the work to be finished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the CSI).
- 1.2.3 Prepare for review and approval by OWNER its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms

and pertinent guide sheets prepared by the Engineers Joint Contract documents Committee), and assist in the preparation of other related documents.

1.2.4 Prepare IDNR construction permit application for execution by and submittal by OWNER.

### **1.3 Bid Phase Services**

ENGINEER shall provide the following services during the Bid Phase:

1.3.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.3.2 Respond to Bidders questions and issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.3.3 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

### **1.4 Construction Phase Services**

ENGINEER shall provide the following services during the Construction Phase:

1.4.1 General Administration of Construction Contract. Engineer shall consult with and advise OWNER and act as OWNER'S representative as provided in Articles 1 through 18, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2013 edition) of the Engineers Joint Contract Documents Committee. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.4.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

- A. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary and as requested by OWNER in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract documents and ENGINEER shall keep OWNER informed of the progress of the work.
- B. The Resident Project Representative (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
- C. The purpose of ENGINEER'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the



Construction Phase, and, in addition, by exercise of ENGINEER'S efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will confirm generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

- 1.4.3 *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 1.4.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 1.4.5 *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as the term is defined in the aforesaid Standard General conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.4.6 *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- 1.4.7 *Inspections and Tests.* ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.4.8 *Disputes Between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.4.9 *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- A. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
  - B. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.4.10 *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.4.11 *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.B.
- 1.4.12 *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.4.1 thru 1.4.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

**2.0 ADDITIONAL SERVICES OF ENGINEER**

- 2.1 ENGINEER will provide additional services as requested by OWNER. Additional services will be limited to professional engineering services.
- 2.2 OWNER will issue written requests for additional services, if possible. OWNER agrees to compensate ENGINEER for additional services whether request is written or oral.
- 2.3 ENGINEER shall be entitled to additional compensation for any authorized additional services at the applicable hourly rates.

**3.0 OWNER'S RESPONSIBILITIES**

- 3.1 OWNER shall designate, in writing, the OWNER'S representative who has authority to order engineering services, transmit instructions, and receive information, and interpret and define the OWNER'S policies with respect to the project and ENGINEER'S services.
- 3.2 OWNER shall provide all criteria and full information as to OWNER'S requirements for the project including design objectives and constraints, space, capacity, engineering drawings and specifications of existing facilities, and performance requirements. OWNER shall also provide all previously acquired information including, but not limited to, boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, geotechnical engineering reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. ENGINEER may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by OWNER.
- 3.3 OWNER shall assist ENGINEER by collecting any pertinent available information.
- 3.4 OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public or private property as required to perform services.
- 3.5 OWNER shall obtain any and all regulatory permits required for the proper and legal execution of the project. OWNER shall execute and submit any regulatory permit applications prepared by ENGINEER.
- 3.6 OWNER shall give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect or required revision of the work.
- 3.7 OWNER will hire, when requested by ENGINEER, independent companies to perform laboratory and material testing services and soil investigations that can be justified for the proper design and construction of the project. ENGINEER shall assist OWNER in selecting a testing company. Payment for testing services shall be made directly to the testing company by OWNER and is not part of this Agreement.
- 3.8 OWNER shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the professional services described in this Agreement.
- 3.9 OWNER shall promptly compensate ENGINEER in accordance with Section 5.0 of this Agreement.

**4.0 PERIOD OF SERVICE**

- 4.1 ENGINEER will initiate services upon execution of this Agreement and request by OWNER and will continue to provide services until notified by OWNER to stop work.

**5.0 PAYMENTS TO ENGINEER**

**5.1 Method of Payment for Services and Expenses of ENGINEER**

- 5.1.1 OWNER shall pay ENGINEER for ENGINEER's Pre Design Phase and Construction Phase services on an hourly rate basis as per the attached fee schedule.
- 5.1.2 OWNER shall pay ENGINEER for ENGINEER'S Design and Bid Phase services on a lump sum not-to-exceed basis with monthly progress payments.
- 5.1.3 OWNER shall pay ENGINEER for reimbursable expenses at cost plus ten percent (10%).

**5.2 Times of Payments**

- 5.2.1 ENGINEER shall submit monthly statements. OWNER shall make payment within thirty days of statement. Progress payments for work associated with lump sum compensation shall be based on the percentage of work completed.
- 5.2.2 If OWNER fails to make any payment due ENGINEER within thirty days after receipt of ENGINEER'S statement, the amounts due ENGINEER shall be increased at the rate of 1.5% per month from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice, suspend services and withhold project deliverables under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

**5.3 Definitions**

- 5.3.1 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER'S independent professional associates or consultants, such as expenses for transportation and subsistence and reproduction of reports and documents.

**5.4 Maximum fee**

Total fee for the Pre Design Phase services shall not exceed one hundred twenty thousand dollars (\$120,000) without approval from OWNER. The fees for the Design, Bid, and Construction Phases services will be established after the scope of improvements are defined in the DNR approved Wastewater Treatment Facility Plan.

**6.0 OPINIONS OF COST**

- 6.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, ENGINEER cannot and does not guarantee construction costs or OWNER'S profitability. ENGINEER may issue opinions of costs as requested by OWNER. Such opinions will be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer. All cost estimates are opinions for general information of OWNER and ENGINEER does not warrant or guarantee the accuracy of construction cost opinions or estimates. OWNER agrees that costs for project financing shall be based upon actual, competitive bid prices with reasonable contingencies.

## **7.0 GENERAL CONSIDERATION**

### **7.1 Termination**

- 7.1.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER shall be paid for services performed to the termination notice date in accordance with Section 5 plus reasonable termination expenses relative to completing files and reports on services to the date of termination.
- 7.1.2 If the ENGINEER for any reason does not complete all the services contemplated by this Agreement, the ENGINEER cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by the ENGINEER if used, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by the ENGINEER.

### **7.2 Reuse of Documents**

All documents including Drawings and Specifications (including electronic versions of any documents) prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultant's) pursuant to this Agreement are instruments of service in respect to the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. ENGINEER shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### **7.3 Insurance**

- 7.3.1 ENGINEER agrees to maintain such commercial general liability insurance for claims arising from bodily injury, death or property damage which may arise from the negligent performance by the ENGINEER or its employees of its day-to-day general business activities (such as automobile use) and exclusive of the performance of the professional services described in this Agreement. The limit of general liability coverage shall be \$1,000,000 per each occurrence.
- 7.3.2 ENGINEER agrees to maintain statutory worker's compensation coverage.
- 7.3.3 During the period of design and construction of the project, ENGINEER also agrees to maintain, at ENGINEER'S expense, Professional Liability Insurance coverage insuring ENGINEER against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably

available” and “commercially affordable” shall mean that more than half of the design professionals practicing in this state in ENGINEER’s discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

7.3.4 Upon request of OWNER, ENGINEER shall provide OWNER with certificates of insurance, showing evidence of required coverages.

7.3.5 Additional insurance coverages such as project insurance for extended professional liability coverage beyond the completion of the project may be obtained. The cost of any of these additional coverages shall be paid by OWNER as a Reimbursable Expense.

**7.4 Controlling Law**

This Agreement is to be governed by the law of the state of Iowa.

**7.5 Successors and Assigns**

7.5.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights of benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5.4 ENGINEER shall notify OWNER of the loss of consultant staff in writing and the effects it will have on current projects and the City interests. ENGINEER 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 OWNER at its discretion to terminate this contract, in full or in part, with no obligation to pay ENGINEER from the date of loss of consultant staff.

**7.6 Standard of Care**

Services performed by ENGINEER under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended.

**7.7 Allocation of Risks**

- 7.7.1 ENGINEER shall indemnify, defend, and hold harmless OWNER and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by ENGINEER's employees, agents, or subconsultants. In no event shall OWNER be liable to ENGINEER for consequential, incidental, indirect, special, or punitive damages.
- 7.7.2 OWNER shall indemnify, defend, and hold harmless ENGINEER and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by OWNER's employees, agents, or consultants. In no event shall ENGINEER be liable to OWNER for consequential, incidental, indirect, special, or punitive damages.
- 7.7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services provided hereunder. ENGINEER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

**7.8 Effect of Purchase Orders**

In the event that OWNER issues to ENGINEER a purchase order, acknowledgement, or similar document, none of the terms or conditions thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by ENGINEER, shall be considered as a document for OWNER'S internal management of its operations.

**7.9 Work Currently in Progress**

Any work currently under assignment shall be completed under this Agreement.

**7.10 Remedies**

OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, OWNER and ENGINEER agree that disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Disputes not resolved by mediation shall then be submitted to arbitration in accordance with the provisions of the Construction Industry Arbitration Rules of the American Arbitration Association.

OWNER and ENGINEER further agree to include similar mediation and arbitration provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar mediation and arbitration provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**7.11 Contingent Fee**

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### **7.12 Corporate Protection**

It is intended by the parties to this Agreement that the ENGINEER'S services in connection with the project shall not subject the ENGINEER'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, and not against any of the ENGINEER'S employees, officers or directors.

#### **7.13 Hazardous Materials**

It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the ENGINEER'S services, the ENGINEER may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

#### **7.14 Unauthorized Changes**

In the event the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Document, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and the results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use or result of such changes. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the ENGINEER.

#### **7.15 Third Party Beneficiaries**

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely for the OWNER'S benefit, and no other entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

#### **7.16 Changes in Project Scope**

In the event OWNER changes or is required to change the scope of the project from that described in this Agreement and/or the applicable addendum, and such changes require Additional Services



by ENGINEER, ENGINEER shall be entitled to additional compensation at the applicable hourly rates as agreed to in writing. ENGINEER shall give notice to OWNER of any Additional Services, prior to furnishing such additional services. OWNER may request an estimate of additional cost from ENGINEER, and upon receipt of the request, ENGINEER shall furnish such, prior to authorization of the changed scope of work.

**7.17 Use of Electronic/Digital Data**

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by ENGINEER as part of the PROJECT is acknowledged to be an internal working document for ENGINEER's purposes solely and any such information provided to OWNER shall be on an "AS IS" basis strictly for the convenience of OWNER without any warranties of any kind. As such, OWNER is advised and acknowledges that use of such information may require substantial modification and independent verification by OWNER (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to OWNER, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of OWNER to verify compatibility with its system and long-term stability of media. OWNER shall indemnify and hold harmless ENGINEER and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

**7.18 Non-Discrimination**

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

ENGINEER is an Equal Opportunity Employer and it is the policy of ENGINEER that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

**7.19 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**8.0 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

- 8.1 The following Exhibits are attached to and made a part of this Agreement:
  - 8.1.1 Exhibit A "Fee Schedule".
  - 8.1.2 Exhibit B "A listing of Duties, Responsibilities, and limitations of authority of the Resident Project Representative."
- 8.2 This Agreement (consisting of pages 1 to 13 inclusive) with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

OWNER  
City of Webster City

By: \_\_\_\_\_  
\_\_\_\_\_

Address for giving notice:  
400 Second Street  
Webster City, IA 50595

CLIENT'S Representative with authority for ordering engineering services and transmitting instructions:  
\_\_\_\_\_

ENGINEER:  
Bolton & Menk, Inc.

By: *Gregory L. Sindt*  
Gregory L. Sindt, Treasurer

Address for giving notices:  
1519 Baltimore Drive  
Ames, IA 50010

**EXHIBIT A**

# 2019 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2019. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include personal expenses, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$85-180
Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

**EXHIBIT B**

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

Exhibit B to Agreement Between Owner and Engineer for  
Professional Services, dated November 4, 2019

A Listing of the Duties, Responsibilities and Limitations of  
Authority of the **Resident Project Representative**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on November 4, 2019, between the City of Webster City, Iowa (Owner) and Bolton & Menk, Inc. (Engineer) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in paragraph 1.4 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

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

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

**ARTICLE 1 - SERVICES OF ENGINEER**

*D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  5. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
  7. *Shop Drawings and Samples:*
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in

general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.



- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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



City of Webster City  
400 Second Street  
PO Box 217  
Webster City, IA 50595

p: (515) 832-9141  
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[webstercity.com](http://webstercity.com)

## MEMO

**TO:** Mayor and City Council

**FROM:** Dodie Wolfgram, Finance Director

**DATE:** October 24, 2019

**RE:** USDA RLF Checking Account

I will be including a new checking account statement with your monthly financial reports and documents. The account was opened for the USDA Revolving Loan Fund (RLF) and will be used solely for revolving loan activity.

The City entered into two loan agreements with Van Diest Medical Center in July of 2016. The pass-through loan payments from VDMC are used for the City to in turn pay a loan with the USDA. The RLF Grant program was set up with \$300,000 from the USDA and \$60,000 from City funds to loan to VDMC. The payments were put into a separate fund to be loaned to other companies/industries in Webster City.

The USDA requires these funds be placed in a separate, federally insured, interest bearing account. The fund had \$118,635 from payments received through September 30, 2019 and all were used to open the account. VDMC will continue to use a single check to pay both loans and I will transfer the payment each month from our checking to the RLF account. An administrative fee will also be transferred when paid in December of each year.

Lindsay will be working with the USDA and local customers to loan the funds.

**CITY MANAGER COMMENTS:** I recommend authorization of the actions described in the above memo from the Finance Director.

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## GROVES & CHIZEK LAW OFFICE

October 30, 2019

TO: Members of the City Council

RE: Summary of Professional Services for October 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 October 2019. The main issues I addressed this past month were (a) finalized subordination agreement between City, DJD Development, LLC (f/k/a J. Larson Homes, LLC) and WCF Financial related to DJD Development, LLC's purchase of eight (8) lots in Brewer Creek Estates 5<sup>th</sup> and 6<sup>th</sup> Addition, (b) worked with the Wastewater Superintendent and drafted a letter to Cactus Family Farms related to their wastewater discharge issues, and (c) worked with the Public Works Director on preparation of an Encroachment Ordinance related to the City's rights-of-way.

In regards to the lots in Brewer Creek Estates 5<sup>th</sup> and 6<sup>th</sup> Addition that were sold to DJD Development, LLC (f/k/a/ J. Larson Homes, LLC), I've worked with WCF Financial Bank and the developer to finalize the subordination agreement that the City agreed to work on in our initial purchase agreement. This allows the developer to construct the homes and pay of WCF's mortgage prior to paying for the lot. However, such a sale would not be completed without first ensuring we're paid off.

In regards to Cactus Family Farms, we have been working with them on different options for them to treat and subsequently discharge their current wastewater into the City's wastewater plant. As a result of such discussions, we have sent Cactus Family Farms a letter outlining three (3) scenarios that could/would occur if they wish to continue to discharge within the City and how they can do so while complying with our rules and regulations. I hope this matter is resolved soon for all parties involved.

Finally, in regards to encroaching on the City's rights-of-way, I have worked with the Public Works Director in the drafting of a new encroachment ordinance (previously we only had a policy) that we hope to have finalized and on the Council agenda at the second meeting in November for your review/approval.

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