AGENDA<br>City Council Meetings<br>City Hall<br>Webster City, Iowa<br>January 20, 2020<br>6:00 p.m.

FAIR HOUSING BOARD (City Council)

## ROLL CALL

## Motion on Approval of Agenda

1. Motion on Minutes of January 21, 2019
2. Motion to Elect Chairperson and Vice Chairperson.
(Current Mayor and Mayor Pro Tem)
3. Motion on Appointment by the Chairperson of the Investigating Committee and such other offices as the Board may decide, as provided by the Code of Ordinances of the City of Webster City, lowa 2019 Chapter 28, Article II, Section 28-27.
(Current City Manager, City Clerk and Planning Director)
4. Any other matters that may come before the Board
5. Adjourn Fair Housing Board meeting

## REGULAR CITY COUNCIL MEETING

ROLL CALL

## Motion on 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. Oath of office by Mayor to new Police Officer Anthony Luft
b. Proclamation by Mayor on School Choice Week January 26 February 1, 2020.

## 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 January 6, 2020.
2. Resolution on Payroll for the period ending January 4, 2020 and paid on January 10, 2020.
3. Resolution on Bills Fund List
C. GENERAL AGENDA

Public Hearing 6:05 p.m.

1. Public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed $\$ 9,500,000$.
a. Resolution taking additional action to enter into General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement for the sale of Bonds.
2. Recommend approval for issuance of Beer and Liquor Licenses by the lowa Department of Commerce for the following:
a. Renewal of Class E Liquor License, Class B Native Wine Permit, Class B Wine Permit, Class C Beer Permit and Sunday Sales Casey's General Store, 700 Superior Street.
b. Renewal of Class C Beer Permit, Class B Wine Permit and Sunday Sales, Dollar General Store \#2421, 814 Superior Street.
c. Renewal of Class B Beer Permit, Outdoor Service and Sunday Sales, Hamilton County Fairgrounds, 1200 Bluff Street.
d. Renewal of Class C Beer Permit and Sunday Sales, Doc's Stop \#9, 407 Closz Drive.
3. COUNCIL MEMORANDUM: Resolution Terminating Development Agreement and Assessment Agreement with VEREIT SH Webster City, Iowa, LLC
4. COUNCIL MEMORANDUM: Motion on TIF (Tax Increment Financing) requests from First State Bank and Gary and Glenda Fox.
5. COUNCIL MEMORANDUM: Resolution setting date for public hearing on urban renewal plan amendment (2013 Red Bull Division Urban Renewal Area). (February 17 6:05 p.m.) AMENDMENT
6. COUNCIL MEMORANDUM: Resolution providing for Notice of Hearing on proposed plans, specifications, proposed form of contract and estimate of cost for construction of the 2020 Street Department Maintenance Building Project. (March 2 6:05 p.m.) Engr.Ltr
7. Motion on Planning and Zoning Commission minutes of January 13, 2020.
8. COUNCIL MEMORANDUM: Resolution accepting and approving the Minor Subdivision Plat of Hinderks Addition to Hamilton County, lowa. PLAT
9. Resolution authorizing and approving execution of a Purchase Agreement between the City of Webster City, lowa and First Congregational Church. (1104 Willson Avenue) AGREEMENT
10. Resolution accepting and approving acquisition of property generally located at 313 Broadway Street in the city of Webster City, Hamilton County, lowa. COURT ORDER
11. Resolution authorizing the Mayor and City Clerk to enter into a City Attorney Compensation Agreement for legal services.
12. COUNCIL MEMORANDUM; Resolution approving Change Order Number 1 to the 2018-19 Electrical Underground Conversion Project with Primoris Aevenia, Inc., Johnston, Iowa.
13. COUNCIL MEMORANDUM: Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Robb's Tree \& Stump Service, Story City, lowa providing for 2020 Tree Stump Removal Services. LIST AGREEMENT

## D. REPORTS AND RECOMMENDATIONS OF OFFICERS, BOARDS AND COMMISSIONS

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. Motion to accept and place on file the City Manager December Reports: Electric Wastewater Water ElectricYTD WaterYTD Inspection
2. Motion to accept and place on file the Police Department December Report.
3. Motion to accept and place on file the Fire Department December Report.
4. Motion to accept and place on file the Hamilton County Solid Waste Commission January Agenda Packet.
5. Council Committee Reports
6. Other reports and recommendations.

## E. CLOSED SESSION

1. Meet in Closed Session for the purpose of holding a strategy meeting in connection with collective bargaining with the Fire Department Unit, as authorized by Chapters 20.17 and 21.5 of the Iowa Code.

## RETURN TO OPEN SESSION

## F. ADJOURN Regular City Council meeting

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

## WORK SESSION

1. Roll Call
2. Approval of Agenda
3. Discuss Utility Rates
4. Adjourn Work Session

## FAIR HOUSING BOARD MEETING MINUTES Webster City, lowa January 21, 2019

The Fair Housing Board met in regular session at the City Hall, Webster City, lowa at 5:30 p.m. January 21, 2019 prior to the regular City Council Meeting, upon call of the mayor and the advanced agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present: John Hawkins, Matt McKinney, Jim Talbot and Logan Welch. Council Member Brian Miller was absent.

It was moved by Talbot and seconded by McKinney to approve the agenda. ROLL CALL: Hawkins, McKinney, Talbot and Welch voting aye.

1. It was moved by Talbot and seconded by Welch that the minutes of the January 15, 2018 meeting be approved.
ROLL CALL: McKinney, Talbot, Welch and Hawkins voting aye.
2. It was moved by McKinney and seconded by Welch that a motion authorizing the Mayor (John Hawkins) to serve as Chairperson and the Mayor-Pro Tem (Brian Miller) to serve as Vice-Chairperson be approved.
ROLL CALL: Talbot, Welch, Hawkins and McKinney voting aye.
3. It was moved by Welch and seconded by McKinney that the Appointment by the Chairperson of the City Manager, City Clerk and City Planning Director to the Investigating Committee and such other offices as the Board may decide, as provided by Chapter 166, Title VI of the Code of Ordinances of Webster City, lowa be approved.
ROLL CALL: Talbot, Welch, Hawkins and McKinney voting aye.
4. Other matters brought before the board: None brought forth.

It was moved by Talbot and seconded by Welch that the Fair Housing Board adjourn.
ROLL CALL: Welch, Hawkins, McKinney and Talbot voting aye.
The January 21, 2019 Fair Housing Board stood adjourned at 5:33 p.m.

## ARTICLE II. FAIR HOUSING PRACTICES AND STANDARDS*

## Sec. 28-21. Purpose.

The purpose of this article is to establish standards to ensure that all residents in the city may purchase or rent adequate housing facilities of their choice without regard to their race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status.
(Code 1996, § 166.01)

## Sec. 28-22. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission means the state civil rights commission created by the Code of Iowa ch. 601 A .

Commissioner means a member of the commission.
Disability means the physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of the term "disability" under the provisions of this article does not preclude the application of the provisions of this article to conditions resulting from other contagious or infectious diseases.

Housing means any building, structure, or facility, or portion thereof, that is used or occupied or is intended, arranged, or designed to be used or occupied as the home, residence or sleeping place of one or more individuals, groups or families, and any vacant land offered for sale or lease for the purpose of constructing or locating such building, structure, facility and includes any interest in housing as so defined, fee simple, leasehold or other.

Lending institution means any bank, insurance company, savings and loan association or any other person regularly engaged in the business of lending money or guaranteeing loans.

[^0]Unfair practice or discriminatory practice means any of those practices specified as unfair or discriminatory in section 28-33.
(Code 1996, § 166.02)

## Sec. 28-23. Unfair or discriminatory housing practices.

It shall be an unfair or discriminatory practice for any owner, or person acting for an owner, of rights to housing or real property, with or without compensation, including, but not limited to, persons licensed as real estate brokers or salespersons, attorneys, auctioneers, agents or representatives by power of attorney or appointment, or any person acting under court order, deed of trust, or will:
(1) Refuse to sell, rent or lease. To refuse to sell, rent, or lease, assign or sublease any real property or housing accommodation or part, portion or interest therein, to any person because of the race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.
(2) Discriminate. To discriminate against any person because of his race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status in the terms, conditions or privileges of the sale, rental, lease assignment or sublease of any real property or housing accommodation or any part, portion or interest therein.
(3) Advertising. To directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment or sublease of any real property or housing accommodation or any part, portion or interest therein, by persons of a particular race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable or not solicited.
(4) Terms or conditions. To include in the terms or conditions of any sale, lease, sublease, rental, assignment or other transfer of housing any condition or provision that purports to forbid or discourages or attempts to discourage the ownership, leasing, possession, occupancy or use of such housing by persons because of race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status.
(5) Coercion. Directly or indirectly to cause or coerce, or attempt to cause or coerce, any person to do any act declared to be an unlawful housing practice, or to engage in economic reprisal or otherwise retaliate, or to cause or coerce or attempt to cause or coerce another person to engage in economic reprisal or otherwise retaliate, against any person because such person has opposed an
unlawful housing practice or has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing under this article.
(Code 1996, § 166.03)
State law reference-Similar provision, Code of Iowa § 216.8.

Sec. 28-24. Unfair or discriminatory housing practices by lending institutions.
It shall be an unlawful housing practice for any lending institution to discriminate in lending money, guaranteeing loans, accepting mortgages or otherwise making available money for the purchase, acquisition, construction, alteration, repair or maintenance of any housing or to discriminate in the extension of service in connection therewith because of race, color, creed, gender, sexual orientation, gender identity, religion, national origin, disability, or familial status.
(Code 1996, § 166.04)
State law reference-Unfair credit practices, Code of lowa § 216.10.

## Sec. 28-25. Aiding, abetting or retaliation.

It is unfair or discriminatory practice for any person to intentionally aid, abet, compel or coerce another person to engage in any of the practices declared unfair or discriminatory by this article. It is also an unfair or discriminatory practice for any person to discriminate or retaliate against another person in any of the rights protected against discrimination by this article because such person has lawfully opposed any practice forbidden under this article, obeys the provisions of this article, or has filed a complaint, testified, or assisted in any proceeding under this article.
(Code 1996, § 166.05)
State law reference-Similar provision, Code of Iowa § 216.11.

## Sec. 28-26. Exceptions.

The provisions of this article shall not apply to:
(1) Religion. Any bona fide religious institution with respect to any qualifications it may impose based on religion, when such qualifications are related to a bona fide religious purpose.
(2) Owner occupied duplex. The rental or leasing of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or members of the owner's family reside in one of such housing accommodations.
(3) Rental of rooms. The rental or leasing of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if the owner or member of the owner's family resides therein.
(Code 1996, § 166.06)
State law reference-Similar provisions, Code of lowa § 216.12.
Sec. 28-27. Fair housing board.
(a) Established; membership; terms. The city has created a fair housing board which shall consist of the elected council members. The terms for those on the board shall be the same terms that each elected council member holds for the council office.
(b) Officers, quorum, expenses, member compensation and rules. The board shall:
(1) Officers. Hold one meeting in the month of January to elect a chairperson and vice-chairperson and such other officers as the board may decide. All officers shall be members of the board.
(2) Quorum. A quorum shall be three members of the board.
(3) Meetings. Hold all other meetings at the call of the chairperson, vicechairperson or any three members of the board by giving at least 48 hours' notice to every member of the board. The call for a meeting shall include an agenda and only matters included in that agenda may be discussed at the meeting. If all members of the board agree in writing, prior notice of 48 hours to a meeting may be waived.
(4) Expenses and compensation. Receive actual and necessary expenses incurred within the limits established in city budget. Members of the board shall receive no compensation.
(5) Rules. Adopt, amend or rescind such rules as may be necessary for the conduct of its business.
(c) Powers. The board shall have the following powers and duties:
(1) Complaints. To receive, investigate, and pass upon charges or complaints alleging unfair or discriminatory practices, as provided in section 28-23.
(2) Reduce discrimination. To investigate and study the existence, character, causes, and extent of discrimination in housing in the city and to attempt the elimination of such discrimination by education and conciliation.
(3) Reports and publications. To issue such publications and reports of investigations and research as in the judgment of the board shall tend to promote good
will among the various racial, religious and ethnic groups of the city and which shall tend to minimize or eliminate discrimination in housing because of race, creed, color, national origin, religion or ancestry.
(4) Report to council. To prepare and transmit to the mayor and council from time to time, but not less often than once each six months, reports describing its proceedings, investigations, hearings conducted and the outcome thereof, decisions rendered, and the other work performed by the board.
(5) Recommendations. To make recommendations to the mayor and council for such further legislation concerning discrimination because of race, creed, color, national origin, religion, or ancestry as it may deem necessary and desirable.
(6) Cooperate with others. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are not inconsistent with those of this article, and in the planning and conducting of programs designed to eliminate racial, religious, cultural and inter-group tensions in housing.
(Code 1996, §§ 166.07 - 166.09 )
Sec. 28-28. Charge.
Charges may be made as follows:
(1) Who may file. Any person claiming to be aggrieved by a discriminatory or unfair practice in housing within the city may, alone or by an attorney, make, sign, and file a verified written charge of discriminatory practice. The board, a member of the board, the city attorney, or the state civil rights commission may in like manner make, sign and file such charge.
(2) Filing. Charges may be filed with any member of the board, with the director or secretary of the board or with the clerk.
(3) Time of filing. Any charge filed under this article shall be so filed within 60 days after the most recent act constituting the alleged discriminatory or unfair practice in housing.
(Code 1996, § 166.10)

## Sec. 28-29. Notice to state civil rights commission.

Notice shall be given the state civil rights commission as follows:
(1) Manner of notice. The secretary of the board shall immediately notify the state civil rights commission in writing of the filing of a charge under this article by forwarding a copy of the charge and shall provide such other and further information thereon as from time to time the board shall deem proper.
(2) Time of notice. Whenever this article requires the board or its secretary to notify the state civil rights commission of any matter, it shall be the duty of the secretary of the board to transmit such notice or information in writing within five days of the event giving rise to the duty to give notice or information.
(Code 1996, § 166.11 )

## Sec. 28-30. Investigation for probable cause.

Investigation for probable cause shall be conducted in accordance with the following:
(1) Investigating committee. Within five days after the filing of a charge, the chairperson of the board or, in the absence of or upon failure of the chairperson to act, the vice-chairperson or other member designated by the board shall designate two or more members of the board or one or more members of the staff of the board to investigate the charge. The persons are hereafter designated as the "investigating committee." If two or more persons are members of the investigating committee, the vote of a majority shall determine all questions. If the members of the investigating committee are equally divided on some issue, the chairperson of the investigating committee shall have an additional vote.
(2) Procedure. The investigating committee shall first determine whether probable cause exists to believe that the person charged in the charge has committed an unfair or discriminatory practice. The investigating committee shall take the sworn testimony of the complainant and such other evidence as it deems relevant. The proceedings of the investigating committee shall be in executive session.
(Code 1996, § 166.12)

## Sec. 28-31. No probable cause.

Upon a finding of no probable cause, the following procedures shall be followed:
(1) Investigating committee. If the investigating committee shall find no probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall report the same to the board and shall notify the complainant in writing by registered or certified mail.
(2) Failure of complainant to object. If the complainant fails to object to such findings within ten days of delivery of such written notice, the board shall close the case. The secretary of the board shall report such fact to the state civil rights commission.
(3) Objection by complainant. If the complainant objects in writing to such findings within ten days of delivery of such written notice, the board shall hear the complainant's evidence in an executive session. If the board finds no probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall declare the case closed. If the board finds probable cause to exist, it shall take further proceedings as are provided in the following sections of this article.
(Code 1996, § 166.13)

## Sec. 28-32. Finding of probable cause.

Upon report or finding of probable cause, the following procedures shall be followed:
(1) Investigating committee. If the investigating committee shall find probable cause to believe that the person charged has committed an unfair or discriminatory practice, it shall report the same to the board.
(2) Conciliation. If the board shall find, on the report of the investigating committee or on its own investigation as provided in section 28-31, probable cause to believe that the person charged has committed an unfair or discriminatory practice as defined by this article, it shall direct the appropriate person to attempt to conciliate the matter, and it shall issue a cause to be served upon such person charged a notice stating the charges against such person and requesting the cooperation of the person charged in conciliation. Service of the notice may be registered or certified mail or by any means provided for the service of original notices in civil actions.
(3) Public hearing. If the board shall find that probable cause does exist to believe that the person charged has committed an unfair or discriminatory practice as defined by this article, and the board also has probable cause to believe based on past experience or on the surrounding circumstances of the charge in question that conciliation will not be successful, the board may file a complaint for a public hearing as provided by section 28-35 without conducting conciliation proceedings.
(Code 1996, § 166.14)

## Sec. 28-33. Conciliation.

The proceedings toward conciliation shall be:
(1) Prepared conciliation agreement. If the person directed to conciliate succeeds in conciliation, they shall report to the board and shall submit a proposed written
conciliation agreement. The conciliation agreement shall be effective only if approved by the person charged and by the board. The complainant shall have an opportunity to be heard as to the terms of the conciliation agreement shall be effective only if approved by the person charged and by the board. The complainant shall have an opportunity to be heard as to the terms of the conciliation agreement, but the board may act without the complainant's approval.
(2) Agreement accepted by board. If the board accepts the conciliation agreement, it shall close the case, subject to whatever continuing supervision of the charged party is provided in the agreement. If the board accepts the conciliation agreement, it shall communicate the terms of the agreement to the state civil rights commission.
(3) Agreement rejected by board. If the board rejects the conciliation agreement, it may either direct that further attempts at conciliation be made or it may file its complaint of the discriminatory practice charged and proceed as provided in the following sections of this article. It shall notify the state civil rights commission of the rejection of the proposed agreement and of the action taken.
(Code 1996, § 166.15)

## Sec. 28-34. Proceedings upon failure to conciliate.

If after attempts to conciliate, the person directed to conciliate shall find that they are unable to conciliate the matter, they shall report the same in writing to the board. If the board determines the charge to be well founded, it may then file its complaint of the discriminatory practice charged. If the board determines the charge not to be well founded, it shall declare the case closed and shall so notify the parties. In either event, the board shall notify the state civil rights commission of the failure of conciliation efforts and of the action taken.
(Code 1996, § 166.16)

## Sec. 28-35. Public hearing.

(a) Notice and hearing. Upon filing the complaint, the board shall issue and cause to be served on the person charged a notice, containing a copy of the complaint and a notice of the time and place at which the hearing will be held on the complaint. The hearing must be held not less than ten days after the issuance of the notice and must be held in a building open to the public in the city. The board may adjourn the hearing from time to time.
(b) Rights of person charged. The person charged shall have the right to file a written answer to the complaint, to appear in person or by attorney at the hearing, to testify, to call witnesses, and to cross-examine any witnesses who appear.
(c) Complaint amended. The board shall have the power to amend, reasonably and fairly, the complaint and the party charged shall have the power to amend, reasonably and fairly, the answer to the complaint at any time before a final order is entered in the case.
(d) City attorney. The city attorney or any attorney designated by the city attorney shall conduct the case on behalf of the board. If the city attorney is unable to conduct the case by reason of conflict of interest or otherwise, the council may appoint a special attorney to conduct the case on behalf of the board. The complainant may introduce further evidence to support the claims alleged in the charge, either in person or by attorney. No member of the investigating committee shall participate in the deliberations of the board on the case except as a witness.
(e) Failure to appear. If the person charged shall fail to file an answer to the complaint or shall fail to appear in person or by attorney at the hearing, the board shall proceed to consider the testimony offered and shall base its decision thereon.
(f) Oath; codes of evidence. The evidence shall be taken under oath. The board shall not be bound by the strict rules of evidence prevailing in courts of law or equity, but the right of cross-examination shall be preserved.
(Code 1996, § 166.17)

## Sec. 28-36. Remedy.

After a public hearing on a complaint is concluded, the board shall within five days issue a written finding of facts which states whether any person charged in the complaint has engaged in or is engaging in the unfair or discriminatory practice complained of. If the board finds a violation of this article, it shall order the person to cease and desist from the unfair or discriminatory practice and to take such affirmative action as necessary to remedy the practice. If the board finds no violation, it shall issue a written finding of facts and dismiss the complaint.
(Code 1996, § 166.18)

## Sec. 28-37. Suit to enforce.

The board may, within two years after entry of any order under section 28-36, direct the city attorney to bring a suit in the district court of the county for an injunction to compel obedience to its order.
(Code 1996, § 166.19)

## Webster City School Choice Week January 26-February 1, 2020

WHEREAS all children in WEBSTER CITY should have access to the highest-quality education possible; and,

WHEREAS WEBSTER CITY recognizes the important role that an effective education plays in preparing all students in WEBSTER CITY to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of WEBSTER CITY; and,

WHEREAS WEBSTER CITY is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS WEBSTER CITY has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, 1, John Hawkins do hereby recognize January 26 - February 1, 2020 as WEBSTER CITY School Choice Week, and I call this observance to the attention of all of our citizens.

Signed this $20^{\text {th }}$ day of January, 2020.

[^1]
## CITY COUNCIL MEETING MINUTES <br> Webster City, lowa January 6, 2020

The City Council met in regular session at the City Hail, Webster City, lowa at 6:00 p.m. on January 6, 2020, upon call of the City Clerk and the advance agenda. The meeting was called to order by City Clerk Karyl Bonjour and roll being called there were present the following Council Members: Katelin Hartmann, John Hawkins, Matt McKinney and Brian Miller. Council Member Logan Welch was present via telephone.

It was moved by Miller and seconded by Hawkins to approve the agenda.
ROLL CALL: Hartmann, Hawkins, McKinney, Miller and Welch voting aye.
City Clerk Karyl Bonjour led the Pledge of Allegiance

## ELECTIONS AND APPOINTMENTS OF OFFICERS

1. It was moved by Miller and seconded by Hartmann that the election of John Hawkins to the Office of Mayor for the two year term ending December 31, 2021 be approved.
ROLL CALL: Hawkins, McKinney, Miller, Welch and Hartmann voting aye.
2. It was moved by McKinney and seconded by Hartmann that the election of Brian Miller as Mayor Pro Tem for the two year term ending December 31, 2021 be approved. ROLL CALL: McKinney, Miller, Hartmann and Hawkins voting aye. Welch voting nay.
3. City Clerk Bonjour administered the Oath of Office to Mayor John Hawkins and Mayor Pro Tem Brian Miller

John Hawkins took over the meeting as Mayor.
It was moved by McKinney and seconded by Miller that the following appointments, Agenda Items numbered 1-9 be approved collectively:

1. Appointment by the City Council of D. Jeffrey Sheridan as City Manager for the two year term ending December 31, 2021.
2. Appointment of Adam Dickinson as representative and Ken Wetzler as alternate representative to the North lowa Municipal Electric Cooperative Association for the year 2020.
3. Appointment of Brian Stroner as Right To Know Coordinator for the year 2020.
4. Appointment of D. Jeffrey Sheridan as representative to the Hamilton County Communication Service Advisory Board (E911) for the year 2020.
5. Appointment of John Hawkins as representative and Charles Stansfield as alternate representative to the Hamilton County Emergency Management Agency for the year 2020.
6. Appointment of John Hawkins to the Hamilton County Resource Enhancement Committee for the year 2020.
7. Appointment of Matt Alcazar as representative and D. Jeffrey Sheridan as alternate representative to the MIDAS Transportation Advisory Committee for the year 2020.
8. Appointment of Brian Miller as representative to serve on the board of the Webster City Day Care for the year 2020.
9. Appointment of Logan Welch as representative to serve on the board of the Riverview Early Childhood Center for the year 2020.
ROLL CALL: Miller, Welch, Hartmann, Hawkins and McKinney voting aye.
10. It was moved by Miller and seconded by McKinney that the Appointment of the Daily Freeman Journal as the Official Newspaper for the year 2020 be approved. ROLL CALL: Welch, Hartmann, Hawkins, McKinney and Miller voting aye.

It was moved by McKinney and seconded by Hartmann that the following Resolutions, agenda items numbered 11-15, be passed and adopted collectively:
11. That Resolution No. 2020-001 authorizing the City Finance Director to invest City Funds be passed and adopted.
12. That Resolution No. 2020-002 authorizing City Clerk to issue warrants in payment of certain types of expenditures be passed and adopted.
13. That Resolution No. 2020-003 authorizing City Clerk to issue and deliver warrants for the payroll upon receiving approval by the City Manager be passed and adopted.
14 That Resolution No. 2020-004, a Resolution of purpose providing for expenditures of Economic Development funds be passed and adopted.
15. That Resolution No. 2020-005 setting dates and time for regular meetings of the City Council for 2020 be passed and adopted.
ROLL CALL: Hartmann, Hawkins, McKinney, Miller and Welch voting aye.

## PETITIONS - COMMUNICATIONS - REQUESTS

None brought forth.
PUBLIC INFORMATION
None brought forth.

## MINUTES AND CLAIMS

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

1. That the meeting minutes of December 16 and December 31, 2019 be approved.
2. That Resolution No. 2020-006 approving Payroll for the period ending December 21, 2019 and paid on December 27, 2019 in the amount of $\$ 158,972.49$ be passed and adopted.
3. That Resolution No. 2020-007 approving bills paid in the amount of $\$ 833,432.21$ be passed and adopted and the Fund List be approved.
ROLL CALL: Hawkins, McKinney, Miller, Welch and Hartmann voting aye.

## GENERAL AGENDA

1. Justin Jacobsma, of Williams \& Company P.C., presented Council Members a report on the 2018-2019 City of Webster City Audit. He highlighted various aspects of the audit and gave Council Members an opportunity to ask questions they may have regarding the report.
2. a. It was moved by Miller and seconded by McKinney that the 2018-2019 City of Webster City audit be accepted and placed on file.
ROLL CALL: McKinney, Miller, Welch, Hartmann and Hawkins voting aye.

## PUBLIC HEARING (6:05 pm)

1. January 6, 2020 at 6:05 p.m., at the Council Chambers in City Hall, Webster City, lowa being the time and place for a Public Hearing on a proposed offer to buy City owned property located within the 1100 block of Superior Street, Webster City, lowa the same was held.

Mayor Hawkins opened the hearing and asked for written and oral objections.
City Clerk Bonjour informed Council Members that eight (8) Written Objections had been received by City Staff from the following:

Connie Evans, 1620 Wauneta Court, received by email January 2, 2020 at 8:53 a.m.; Jennifer Bernard, No Address Provided, received by email January 2, 2020 at 8:54 p.m.; Sara Trueblood, 308 Water Street, received by email January 4, 2020 at 2:39 p.m.; Sue Doolittle, 912 North Terrace Drive, received by email January 4, 2020 at 8:35 p.m.; McKinley Bailey, 1406 Locust Street, received by email January 5, 2020 at 4:36 p.m.; Deb Brown, No Address Provided, received by email January 6, 2020 at 9:45 a.m.; Leonard Curtis, No Address Provided, received by email January 6, 2020 at 11:41 a.m.; and sealed envelopes delivered to Council Members by Joel Peterson, Webster City, Iowa January 6, 2020 at 2:52 p.m.

City Clerk Bonjour also informed Council Members of a petition received at 5:32 p.m. January 6, 2020 from Zoami Calles Rios Sosa with over 1200 signatures stating: "Webster City, City Council DO NOT Sell East Twin Park to Dollar General". City Clerk Bonjour informed that not all signatures would be valid as approximately 300 of the signatures obtained were not within the City of Webster City.

Mayor Hawkins proceeded with the hearing and asked for any Oral Objections to be presented. A large crowd was in attendance for the Public Hearing and the following individuals spoke:

Gary Groves, 1504 Sparboe Court; Jerry Sonsalla, 801 Crestview Drive, presented another petition on behalf of Becky Kepler, with 180 names opposed to the sale of East Twin Park; Jeff Pingel, 1018 South Street; Zoami Calles Rios Sosa, 408 West Curve Drive; Anastascia Iverson, 524 Elmhurst Drive; Kevon Edwards, 307 Maple Avenue; Cody Sleiter, 912 Bell Avenue, Apt. \#1; Sara Trueblood, 308 Water Street; Jerry Kloberdanz, 820 Cedar Street; Pat Chambers, 2410 Saratoga Road; Tiffany Larson, $2116190^{\text {th }}$ Street; Robin Cushman, 1601 Des Moines Street; Gabriella Cushman, 1601 Des Moines Street; Lindsay McCormick Welch, 2102 Rodlyn Road; John Laird, 1309 Third Street; Ann Kness, 520 Pleasant Street; Dick Gibbs, 820 High Street; Jerry Wells, 856 Division Street; Janet Adams, 1102 Division Street; Tanya Doyle, 1021 Prospect; Isabelle Hooker, 1329 Steiner Blvd.; Jane Curtis, 824 First Street; Jeff MacRunnell (Brian Spangler), Spangler Automotive, Webster City, Iowa; Chris Kehoe, 1924 Willson Avenue; Lee Ayers, 1202 Des Moines Street; Terry Hooker, 1329 Steiner Blvd.; Kristin Ruppel, 934 Walnut Street; and Jennifer Espinoza, 325 Maple Street, Kamrar, Iowa.

Mayor John Hawkins closed the Public Hearing. The Mayor and other Council Members advised that the purpose of a Public Hearing is to hear from the Public and thanked all of those in attendance.

It was moved by Brian Miller that Agenda Item Number 2.a. Resolution authorizing execution of a Purchase and Sale Contract and subsequent Warranty Deed conveying City owned property in the 1100 Block of Superior Street, Webster City, lowa to The Overland Group, L.L.C., Birmingham, Alabama be tabled until the next regular Council Meeting scheduled for January 20, 2020.

At this time City Attorney Zach Chizek informed Council of the options before them, which included to second the motion made by Council Member Miller to table the agenda item, to vote in favor of the Resolution before them or to vote against the Resolution before them.

No second to Council Member Miller's motion was made, therefore motion died for lack of second.

It was moved by Welch and seconded by McKinney that vote be taken on agenda item 2.a. as follows:

That the Resolution authorizing execution of a Purchase and Sale Contract and subsequent Warranty Deed conveying City owned property in the 1100 Block of Superior Street, Webster City, lowa to The Overland Group, L.L.C., Birmingham, Alabama be passed and adopted.
ROLL CALL: Miller, Welch, Hartmann, Hawkins and McKinney voting nay. Motion on Resolution failed.

At this time, a short recess was taken.
Following the recess, Mayor Hawkins proceeded with the remaining agenda items.
3. It was moved by McKinney and seconded by Miller that this agenda item, a Resolution authorizing and approving execution of a Purchase Agreement between the City of Webster City, lowa and First Congregational Church. (1104 Willson Avenue) be tabled until the next Regular City Council Meeting on January 20, 2020.
ROLL CALL: Welch, Hartmann, Hawkins, McKinney and Miller voting aye.
4. It was moved by Miller and seconded by Hartmann that Resolution No. 2020-008 accepting and approving acquisition of property generally located at 940 Third Street in the City of Webster City, Hamilton County, lowa be passed and adopted.
ROLL CALL: Hartmann, Hawkins, McKinney, Miller and Welch voting aye.
5. It was moved by McKinney and seconded by Hartmann that approval for the issuance of Beer and Liquor Licenses by the lowa Department of Commerce for the following be approved:
a. Transfer of Class C Liquor License - TTMM Promotions, LLC/Hamilton County Speedway to Show Arena at Hamilton County Fairgrounds for event to be held January 18th, 2020.
ROLL CALL: Hawkins, McKinney, Miller, Welch and Hartmann voting aye. 6. It was moved by Miller and seconded by McKinney that Resolution No. 2020-009 accepting work, authorizing Change Order No. 3 and Pay Request No. 2 in the amount of $\$ 2,375.00$ and $\$ 6,617.88$ retainage in 30 days to Summers' Enterprise Inc., Masonville, lowa for completion of contract for the Ingraham Watermain Replacement Project be passed and adopted.
ROLL CALL: McKinney, Miller, Welch, Hartmann and Hawkins voting aye.

## REPORTS AND RECOMMENDATIONS OF OFFICERS, BOARDS AND COMMISSIONS

None brought forth.
COUNCIL COMMITTEE REPORTS
None brought forth.
OTHER REPORTS AND RECOMMENDATIONS
None brought forth.

## OTHER ITEMS SENT TO COUNCIL

1. The City Attorney update report dated $1 / 2 / 2020$ was previously given to Council Members for review.

It was moved by Miller and seconded by Hartmann to meet in Closed Session to discuss information relevant to the provision of electric service by the City Utility as per lowa Code Chapters $21.5 \mathrm{a}, 22.73 \& 6$, and 388.9 pertaining to confidential and competitive information in records.
ROLL CALL: Miller, Welch, Hartmann, Hawkins and McKinney voting aye.
The Council went out of Open Session at 8:05 p.m.
The Council took a short recess.
The Council went into Closed Session at 8:12 p.m.
The Council returned to Open Session at 8:40 p.m.
It was moved by Miller and seconded by Hartmann that Council adjourn.
ROLL CALL: Welch, Hartmann, Hawkins, McKinney and Miller voting aye.
The January 6, 2020 Regular City Council Meeting stood adjourned at 8:46 p.m.

John Hawkins, Mayor

## RESOLUTION NO. 2020 -

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY,

 IOWA:That the payroll for the 80 hour period ending January 4, 2020 and paid on January 10, 2020 aggregating the sum of $\$ 168,548.03$ herewith presented, be and the same is hereby approved.

Passed and adopted this $20^{\text {th }}$ day of January, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk


| CITY OF WEESTER CITY |  |  | Pay Code Transaction Report - Council Reporl Pay period: 12/22/2019-1/4/2020 |  |  |  |  |  |  |  | Jan 08. 2020 | $\begin{aligned} & \text { Page: }{ }^{2} \\ & 20 \text { 11:3AAM } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Employee $\begin{aligned} & \text { Number } \\ & \end{aligned}$ |  |  | Total <br> Gross <br> Amounl | Total <br> Gross <br> Hours | $3.00$ <br> OT no pen Emp Amt | 4-00 <br> OT pension Emp Amt | $\begin{gathered} 5-00 \\ \text { DBL OT np } \\ \text { Emp Amt } \end{gathered}$ | $\begin{gathered} 6-00 \\ \text { DBL OT pen } \\ \text { Emp Amt } \end{gathered}$ | $23-00$ <br> OTHER pan <br> Emp Amt | 24-00 <br> OTHER п <br> Emp Ant | 85-00 <br> NET PAY <br> Emp Amt | 86-00 DIRECT DEP Emp Amt |
| 41436 | STENSLAND, CALEB W. |  | 20.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 20.00 | . 00 | 18.47 | . 00 |
| 41029 | Stewart. Earll |  | 60.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 60.00 | . 00 | . 00 | 55.41 |
| 41088 | TOLLE, PAULA. |  | 60.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 60.00 | . 00 | 51.44 | . 00 |
| 41216 | WEINSCHENK, KENRIC J |  | 60.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 60.00 | . 00 | . 00 | 55.41 |
| 40815 | WILLS. DONH. |  | 60.00 | . 00 | . 00 | . 00 | . 00 | 00 | 60.00 | . 00 | 51.44 | . 00 |
| 41270 | ZEHNER, DOMALDF. |  | 60.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 60.00 | . 00 | . 00 | 55.41 |
| Total FIRE DEPARTMENT: |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 26 | 13,95266 | 555.00 | . 00 | . 00 | 1,059.52 | . 00 | 1,076.00 | 565.84 | 731.46 | 9,339.74 |
| 61235 | SIMPSON, CORY L. |  | 1,680.00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,172.12 |
| Tota INSPECTION: |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 1 | 1,680.00 | 80.00 | . 00 | . 00 | . 00 | 00 | . 00 | . 00 | . 00 | 1,17212 |
| 31210 | BARNES, DERRICK |  | 2,105.60 | 8000 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,411.64 |
| 31185 | CASEY DANAR. |  | 2,608.00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,784.34 |
| 31190 | DAYTON, BRYANK |  | 2,589,61 | 80.00 | 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,807.08 |
| 30678 | DICKINSON. ADAML |  | 3,088.00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 2,075.09 |
| 31208 | hUGGES, MATHAN R. |  | 2.105 .60 | 80.00 | . 00 | . 00 | . 00 | . 00 | .00 | . 00 | . 00 | 1,470.10 |
| 31184 | MOURTON, RUSSELLE. |  | 2,608.00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,470.32 |
| 31186 | ORTON, RYAN D. |  | 2.608 .00 | 80.00 | . 00 | . 00 | 00 | . 00 | 00 | . 00 | . 00 | 1,687.28 |
| 30918 | PARKHILL, MARTYE. |  | 3,124.88 | 88.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 2,143.19 |
| 31077 | PETERSBURG, RYAN W. |  | 2,947.33 | 82.00 | . 00 | 106.53 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,689.51 |
| Total LINE DEPARTMENT: |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 9 | 23,785.02 | 730.00 | . 00 | 106.53 | . 00 | . 00 | . 00 | . 00 | . 00 | 15.538.55 |
| 30976 | MADSEN, TODD M |  | 1,764,72 | 84.00 | . 00 | 123.12 | . 00 | . 00 | .00 | . 00 | . 00 | 1,272.91 |
| 31188 | PASCHKE, RODNEYA. |  | 1,738.00 | 88.00 | . 00 | . 00 | . 00 | 00 | . 00 | 00 | . 00 | 1,246.21 |
| Total METER DEPARTMENT: |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 2 | 3.502 .72 | 172.00 | . 00 | 123.12 | . 00 | . 00 | . 00 | . 00 | . 00 | 2,519.12 |
| 60424 | WETZLER, KARLA J |  | 2,669.60 | 80.00 | . 00 | 00 | . 00 | 00 | 00 | 00 | . 00 | 1,929.04 |
| Total PLANNINGZONING: |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 1 | 2,669.60 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,929.04 |
| 40540 | ARENDS, PEGGYJ. |  | 2,266.40 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,417.42 |
| 41435 | ARONSON, ALSSSA A. |  | 2,466.14 | 100.00 | . 00 | 113.10 | . 00 | 603.20 | . 00 | . 00 | . 00 | 1,699.51 |
| 41360 | DURNELL, KAYCE J. |  | 1,627.62 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,158.90 |
| 41330 | NOWELL, TANNER J |  | 1,646.82 | 84,00 | . 00 | 113.22 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,190.71 |
| 41475 | RUSH, DEBORAH G |  | 1,353.60 | 72.00 | . 00 | . 00 | 00 | . 00 | . 00 | . 00 | . 00 | 916.43 |
| 41074 | SCHULZ, RHONDA F. |  | 1,965.20 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,262.62 |
| 41207 | WIMDSCHITL JOANE |  | 1,817.44 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,161.81 |
| Toial POLICE OEPARTMENT-D. |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 7 | 13,139.22 | 576.00 | . 00 | 226.32 | . 00 | 603.20 | . 00 | . 00 | . 00 | 8,807.40 |
| 41430 | BASINGER RYANA. |  | 2,507.49 | 86.00 | 76.08 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,841.96 |
| 41191 | HOUGE, CLINTONJ. |  | 2,530.49 | 87.00 | 125.73 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1.771 .43 |
| 41453 | LEHMAN, MICHEALL |  | 2,416.31 | 84.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,794.29 |
| 41465 | LOWE, ANDREW T. |  | 3.284 .24 | 108.00 | 662.04 | . 00 | 294.24 | . 00 | . 00 | . 00 | 00 | 2,402.25 |
| 41230 | MCKINLEY, ERIC K. |  | 2,488.04 | 84.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,806,69 |
| 41110 | MORK SHILOH B. |  | 3,045.20 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 00 | . 00 | 2,026.50 |



| CITY OF WE日STER CITY | Pay Code Transaction Report - Council Report |  |  |  |  |  |  |  |  | $\begin{gathered} \text { Page: } 4 \\ \text { Jan 08, 2020 11:34AM } \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Pay period: 12/22/2019-1/4/2020 |  |  |  |  |  |  |  |  |  |  |
|  |  | Total | Total | 3.00 | 4-00 | 5.00 | 6-00 | 23-00 | 24.00 | 85-00 | 86-00 |
| Employee |  | Gross | Gross | OT no pen | OT pension | DBL OT пp | OBL OT pen | OTHER pen | OTHER np | NET PAY | OIRECT DEP |
| Number Name |  | Amount | Hours | Emp Amt | Emp Amt | Emp Amt | Emp Ant | Emp Amt | Emp Amit | Emp Amt | Emp Amt |
| 51189 MACRUNNEL. MATTHEW A. |  | 1.736:00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 00 | 1,238.97 |
| 51200 MCKIBBAN, JACOB D. |  | 1,788.83 | 81.75 | . 00 | 56.83 | 00 | . 00 | . 00 | . 00 | . 00 | 1,27123 |
| 31195 PETERSON, RICKE. |  | 1,743.20 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,203.02 |
| 51190 RATCLIFF, BRETT D. |  | 2,034.45 | 83.75 | . 00 | 133.65 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,346.82 |
| 51195 RODEN, JACOB J. |  | 1,796.95 | 82.00 | . 00 | 64.95 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,231.63 |
| 51194 WILUAMS, ZACHARY W. |  | 2,080.00 | 80:00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | .00 | 1,423.98 |
| 51124 ZIEGENBEIN, TIMOTHY L. |  | 2,180.80 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,446.03 |
| Tola STREET DEPARTMENT: |  |  |  |  |  |  |  |  |  |  |  |
|  | 8 | 16,094.65 | 650.50 | . 00 | 401.05 | . 00 | . 00 | . 00 | . 00 | 00 | 11,043,84 |
| 30772 DINGMAN, CHAOM. |  | 2,101.60 | 80.00 | . 00 | . 00 | . 00 | . 00 | 00 | . 00 | $\infty$ | 1.553.90 |
| 30977 JACKSON, JEFFREY S. |  | 1,877.60 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,286.48 |
| 31179 WEST, JOHN A. |  | 2,269.80 | 89.00 | . 00 | . 00 | . 00 | . 00 | . 00 | 00 | . 00 | 1.614.72 |
| Tolal WASTEWATER: |  |  |  |  |  |  |  |  |  |  |  |
|  | 3 | 6.249.00 | 249.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 00 | 4,455,10 |
| 31189 CHAMBERS, TOODA. |  | 2,239.44 | 84,00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | .00 | 1,491.46 |
| 31191 DANIELSON, TIMOTHY E. |  | 3.683 .09 | 97.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | .00 | 2518.78 |
| 30356 JOHNSTON, GEORGE A. |  | 1,891.20 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,182.75 | ,00 |
| 31215 KNOWLES, NICHOLAS A. |  | 2,484.00 | 80.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,674.20 |
| Tola WA TER PLANT: |  |  |  |  |  |  |  |  |  |  |  |
|  | 4 | 10,297.73 | 341.00 | . 00 | . 00 | . 00 | . 00 | . 00 | . 00 | 1,18275 | 5,684,46 |
| Grand Totals: |  |  |  |  |  |  |  |  |  |  |  |
|  | 122 | 168.548.03 | 6,333.50 | 3,699.05 | 1,092.89 | 2,828.64 | 603.20 | 2.034 .00 | 740.84 | 4,446.34 | 111,562.03 |

## RESOLUTION NO. 2020 -

## 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, lowa, having examined bills aggregating the sum of $\$ 1,139,353.32$ 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 $20^{\text {th }}$ day of January, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |
| NORTH IOWA MUNICIPAL ELECTRIC (705) |  |  |  |  |  |  |  |
| 010920 | 1 | Invoice | PURCHASED POWER - DECEMBER 2020 | 01/09/2020 | 640,614.10 | 07/20 | 601-23-50-5555-233 |
| Total 010920: |  |  |  |  | 640,614.10 |  |  |
| Total NORTH | OWA | MUNICIPA | ELECTRIC (705): |  | 640,614,10 |  |  |
| Total 01/14/20 |  |  |  |  | 640,614,10 |  |  |



| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |
| Total 65069695 | 58001 | 1/10/20; |  |  | 312.21 |  |  |
| Total BLACK H | ILLS | ENERGY |  |  | 109741 |  |  |
| BOMGAARS (5165) |  |  |  |  |  |  |  |
| 62544121 | 1 | Invoice | TUBE FOR TIRE | 12/26/2019 | 899 | 07/20 | 602-23-61-5642-316 |
| Total 62544121: |  |  |  |  | 8.99 |  |  |
| 62545165 | 1 | Invoice | ELBOW | 12/30/2019 | 2.98 | 07/20 | 204-23-30-5310-318 |
| Total 62545165 |  |  |  |  | 2.98 |  |  |
| 62545179 | 1 | Invoice | WRENCH SET | 12/30/2019 | 2499 | 07/20 | 601-23-52-5588-311 |
| 62545179 | 2 | Invoice | ELBOW \& COUPLINGS | 12/30/2019 | 5.15 | 07/20 | 601-23-52-5588-318 |
| Total 62545179: |  |  |  |  | 3014 |  |  |
| 62545187 | 1 | Invoice | SHUT OFF VALVES | 12/30/2019 | 36.90 | 07/20 | 204-23-30-5310-314 |
| Total 62545187 |  |  |  |  | 36.90 |  |  |
| 62545738 | 1 | Invoice | PICNIC TABLE SUPPLIES | 01/02/2020 | 118.61 | 07/20 | 100-22-42-5210-318 |
| Total 62545738 |  |  |  |  | 118.61 |  |  |
| 62546826 | 1 | Invoice | MILK HOUSE HEATER | 01/06/2020 | 22.98 | 07/20 | 603-23-70-5642-318 |
| Total 62546826 : |  |  |  |  | 22.98 |  |  |
| 62547726 | 1 | Invoice | TORX BIT SET | 01/10/2020 | 7.49 | 07/20 | 601-23-52-5588-311 |
| Total 62547726: |  |  |  |  | 7.49 |  |  |
| 62547740 | 1 | Invoice | DETERGENT \& HOSE CONNECTORS | 01/10/2020 | 2737 | 07/20 | 603-23-70-5642-318 |
| Total 62547740 |  |  |  |  | 2737 |  |  |
| Total BOMGAARS (5165): |  |  |  |  | 255.46 |  |  |
| BORDER STATES INDUSTRIES INC (6530) |  |  |  |  |  |  |  |
| 919197826 |  | Invoice | FIBERGLASS CROSSARMS (TANGENT) | 12/30/2019 | 5.22160 | 07/20 | 601-23-52-5589-318: |
| Total 919197826: |  |  |  |  | 522160 |  |  |
| 919217248 | 1 | Invoice | LED STREET LIGHTS (q6y30) | 01/03/2020 | 8,380 99 | 07/20 | 601-23-52-5588-318 |
| Total 919217248: |  |  |  |  | 8,38099 |  |  |
| Total BORDER STATES INDUSTRIES INC (6530): |  |  |  |  | 13.60259 |  |  |
| BROKAW SUPPLY (6676) |  |  |  |  |  |  |  |
| P16225 | 1 | Invoice | PARTS FOR 3pt SPRAYER | 12/19/2019 | 32.80 | 07/20 | 100-22-42-5210-314 |
| Total P16225: |  |  |  |  | 32.80 |  |  |


| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |  | Page 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Jan 15, 2020 | 08:23AM |
| Invaice | Seq | Type |  |  |  |  |  | Description | Invoice Date | Total Cost | Period | GL Account |  |  |
| Total BROKAW SUPPLY (6676): |  |  |  |  | 32.80 |  |  |  |  |
| CAPITAL SANITARY SUPPLY (6096) |  |  |  |  |  |  |  |  |  |
| C296281 | 1 | Invoice | HANDWASH | 12/18/2019 | 41.95 | 07/20 | 603-23-70-5642-318 |  |  |
| Total C296281: |  |  |  |  | 41.95 |  |  |  |  |
| C296671A | 1 | Invoice | BLOCKS FOR URINALS | 12/26/2019 | 11,28 | 07/20 | 100-22-42-5233-318 |  |  |
| Total C296671A: |  |  |  |  | 11.28 |  |  |  |  |
| C297008 | 1 | Invoice | FOAM SOAP | 12/26/2019 | 137.52 | 07/20 | 100-22-42-5233-318 |  |  |
| Total C297008: |  |  |  |  | 137.52 |  |  |  |  |
| Total CAPITAL SANITARY SUPPLY (6096): |  |  |  |  | 19075 |  |  |  |  |
| CARD SERVICES (140) |  |  |  |  |  |  |  |  |  |
| 0000 01/01/2 | 1 | invoice | RENEW ELECTRIC LICENSEIORTON | 01/091/2020 | 12000 | 07120 | 601-23-51-5566-215 |  |  |
| $000001 / 01 / 2$ | 2 | Invoice | CABLE | 01/01/2020 | 41.66 | 07/20 | 601-23-52-5588-318 |  |  |
| Total $000001 / 01 / 20$ : |  |  |  |  | 161.66 |  |  |  |  |
| $000101 / 01 / 2$ | 1 | Invoice | OFFICE SUPPLIES | 01/01/2020 | 164.33 | 07/20 | 100-21-21-5180-316 |  |  |
| $000101 / 01 / 2$ | 2 | Invoice | BLUE PROGRAM | 01/01/2020 | 1.562 .99 | 07/20 | 232-21-21-5110-318 |  |  |
| Total 0001 01/01/20 |  |  |  |  | 1,727.32 |  |  |  |  |
| 0004 01/01/2 | 1 | Invoice | BLUE PROGRAM | 01/01/2020 | 793.02 | 07/20 | 232-21-21-5110-318 |  |  |
| 0004 01/01/2 | 2 | Invoice | MMPI TESTING/POSTAGE | 01/01/2020 | 7.35 | 07/20 | 100-21-21-5110-224 |  |  |
| 0004 01/01/2 | 3 | Invoice | FRAMES FOR CERTIFICATES | 01/01/2020 | 2.99 | 07/20 | 100-24-11-5410-299 |  |  |
| 0004 01/01/2 | 4 | Invoice | FRAMES FOR CERTIFICATES | 01/01/2020 | 8.23 | 07/20 | 601-24-11-5410-299 |  |  |
| 0004 01/01/2 | 5 | Invoice | FRAMES FOR CERTIFICATES | 01/01/2020 | 1.87 | $07 / 20$ | 602-24-11-5410-299 |  |  |
| 0004 01/01/2 | 6 | Invoice | FRAMES FOR CERTIFICATES | 01/01/2020 | 1.87 | 07/20 | 603-24-11-5410-299 |  |  |
| 0004 01/01/2 | 7 | Invoice | LODGING/STRATEGIC DOING TRNG/HENDE | 01/01/2020 | 225.00 | $07 / 20$ | 100-23-36-5393-318 |  |  |
| 0004 01/01/2 | 8 | Invoice | LODGING/STRATEGIC DOING TRNG/HENDE | 01/01/2020 | 225.00 | 07/20 | 601-23-36-5393-318 |  |  |
| Total 0004 01/01/20 |  |  |  |  | 1,265.33 |  |  |  |  |
| 0005 01/01/2 | 1 | Invoice | SUPPLIES TO SECURE PROPERTY | 01/01/2020 | 25.99 | 07/20 | 100-21-18-5190-318 |  |  |
| 0005 01/01/2 | 2 | Invoice | IBC SFUDY COMPANION | 01/01/2020 | 78.88 | 07/20 | 100-21-18-5190-231 |  |  |
| $000501 / 01 / 2$ | 3 | Invoice | TRAINING/IABO/SIMPSON | 01/01/2020 | 482.28 | 07/20 | 100-21-18-5190-231 |  |  |
| Total 0005 01/01/20: |  |  |  |  | 587.15 |  |  |  |  |
| 0148 01/01/2 | 1 | Invoice | UNIFORM \& SAFETY EQUIPMENT | 01/01/2020 | 690.94 | $07 / 20$ | 100-21-21-5110-312 |  |  |
| 0148 01/01/2 | 2 | Invoice | VEHICLE EXPENSE | 01/01/2020 | 37.12 | 07/20 | 100-21-21-5110-227 |  |  |
| 014801/01/2 | 3 | Invoice | OPERATING EXPENSE | 01/01/2020 | 73.94 | 07/20 | 100-21-21-5110-318 |  |  |
| 0148 01/01/2 | 4 | Invoice | TRAINING EXPENSE | 01/01/2020 | 32.07 | 07/20 | 100-21-21-5110-231 |  |  |
| Total 0148 01/01/20: |  |  |  |  | 834.07 |  |  |  |  |
| 0155 01/01/2 | 1 | Invoice | EMPLOYEE POTLUCK | 01/01/2020 | 18.16 | 07/20 | 100-24-12-5430-299 |  |  |
| 0155 01/01/2 | 2 | Invoice | EMPLOYEE POTLUCK | 01/01/2020 | 60.71 | 07/20 | 601-23-81-5930-299 |  |  |
| 0155 01/01/2 | 3 | Invoice | EMPLOYEE POTLUCK | 01/01/2020 | 36.31 | 07/20 | 602-23-81-5930-299 |  |  |
| 0155 01/01/2 | 4 | Invoice | EMPLOYEE POTLUCK | 01/01/2020 | 6.24 | 07/20 | 603-23-81-5930-299 |  |  |



| CITY OF WEBSTER CITY |  | Invoice Register - Webster City <br> Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |  | Page 6 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Jañ 15, 2020 08:23AM |
| Invoice | Seq |  |  |  |  |  |  | Type | Description | Invoice Date | Total Cost | Period | GL Account |  |
| Total Ci CONCRETE INC. (6909): |  |  |  |  | 523,50 |  |  |  |
| CITY DIRECTORY, INC. (168) |  |  |  |  |  |  |  |  |
| D196497 | 1 | Invoice | CITY DIRECTORIES/LISTINGS | 01/03/2020 | 23.04 | 07/20 | 100-24-14-5435-316 |  |
| D196497 | 2 | Invoice | CITY DIRECTORIESHISTINGS | 01/03/2020 | 166.40 | 07/20 | 601-23-80-5921-316 |  |
| D196497 | 3 | invoice | CITY DIRECTORIES/LISTJNGS | 01/03/2020 | 51.20 | 07/20 | 602-23-80-5921-316 |  |
| D196497 | 4 | Invoice | CITY DIRECTORIESILISTINGS | 01/03/2020 | 15.36 | 07/20 | 603-23-80-5921-316 |  |
| Total D196497. |  |  |  |  | 256.00 |  |  |  |
| Total C\|TY D|RECTORY INC. (168): |  |  |  |  | 256.00 |  |  |  |
| CIVIC SYSTEMS, LLC (178) |  |  |  |  |  |  |  |  |
| CVC18861 | 1 | Invoice | SOFTWARE SUPPORT JAN-JUNE 2020 | 12/31/2019 | 1,225.35 | 07/20 | 100-24-14-5435-212 |  |
| CVC18861 | 2 | Invoice | SOFTWARE SUPPORT JAN-JUNE 2020 | 12/31/2019 | 8,849.75 | 07/20 | 601-23-80-5923-212 |  |
| CVC18861 | 3 | Invoice | SOFTWARE SUPPORT JAN-JUNE 2020 | 12/31/2019 | 2,723.00 | 07/20 | 602 23-81-5923-212 |  |
| CVC18861 | 4 | Invoice | SOFTWARE SUPPORT JAN-JUNE 2020 | 12/31/2019 | 816.90 | 07/20 | 603-23-80-5923-212 |  |
| Total CVC18861 |  |  |  |  | 13,615.00 |  |  |  |
| Total CIVIC SYSTEMS LLC (178): |  |  |  |  | 13,615.00 |  |  |  |
| CORN BELT POWER COOP, INC. (197) |  |  |  |  |  |  |  |  |
| 14002 | 1 | Invoice | TAPE READINGS AND REPORTS | 12/31/2019 | 40.00 | 07/20 | 601-23-51-5566-299 |  |
| Total 14002 |  |  |  |  | 40.00 |  |  |  |
| 14030 | 1 | Invoice | ANNUAL METER MAINTENANCE 2019 | 12/31/2019 | 491.02 | 07/20 | 601-23-51-5566-299 |  |
| Total 14030 |  |  |  |  | 491,02 |  |  |  |
| Total CORN BELT POWER COOP, INC. (197): |  |  |  |  | 53102 |  |  |  |
| COUNSEL OFFICE \& DOCUMENT (3995) |  |  |  |  |  |  |  |  |
| 34AR441244 | 1 | Invoice | COPIER MAINTENANCE/COPY CHARGES-FH | 12/23/2019 | 46.57 | 07/20 | 100-22-42-5233-225 |  |
| Total 34AR441244: |  |  |  |  | 4657 |  |  |  |
| Total COUNSEL OFFICE \& DOCUMENT (3995): |  |  |  |  | 46.57 |  |  |  |
| CTS LANGUAGE LINK (6323) |  |  |  |  |  |  |  |  |
| 158108 | 1 | Involce | TELE LANGUAGE TRANSLATION/PD | 01/02/2020 | 49.30 | 07/20 | 100-21-21-5110-230 |  |
| 158108 | 2 | Invoice | TELE LANGUAGE TRANSLATION/UTILITIES | 01/02/2020 | 11.59 | 07/20 | 601-23-80-5930-299 |  |
| Total 158108 |  |  |  |  | 6089 |  |  |  |
| Total CTS LANGUAGE LINK (6323): |  |  |  |  | 6089 |  |  |  |
| DAILY FREEMAN JOURNAL, INC. (211) |  |  |  |  |  |  |  |  |
| 000113 | 1 | Invaice | RECYCLING ADV | 12/31/2019 | 151.04 | 07/20 | 100-23-30-5340-235 |  |
| 000113 |  | invoce | MY HOMETOWN-DECEMBER 2019 | 12/31/2019 | 80.00 | 07/20 | 100-24-12-5430-233 |  |
| 000113 | 3 | Invoice | MY HOMETOWN-DECEMBER 2019 | 12/31/2019 | 220.00 | 07/20 | 601-23-81-5921-233 |  |
| 000113 |  | Invoice | MY HOMETOWN-DECEMBER 2019 | 12/31/2019 | 50.00 | 07/20 | 602-23-81-5921-233 |  |
| 000113 |  | Invoice | MY HOMETOWN-DECEMBER 2019 | 12/31/2019 | 50.00 | 07/20 | 603-23-81-5921-233 |  |
| Total 000113: |  |  |  |  | 551.04 |  |  |  |
| 5620 | 1 | Invoice | PH NOTICEROAN AGMT/GO | 01/03/2020 | 25.55 | 07/20 | 100-24-14-5435-210 |  |



| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City <br> Input Dates $1 / 7 / 2020$ - $1 / 20 / 2020$ |  |  |  |  | Page: 8 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Jan 15, 2020 08 23AM |
| Invoice | Seq | Type |  |  |  |  |  | Description | Invoice Date | Total Cost | Periad | GL Account |  |
| Total EMPLOYEE BENEFIT SYSTEMS (4707): |  |  |  |  | 98,527,73 |  |  |  |
| ESSEX CORP 2909 (6965) |  |  |  |  |  |  |  |  |
| 010720 | 1 | Invoice | ELECTRIC REFUND | 01/07/2020 | 7140 | 07/20 | 601-23-80-5903-980 |  |
| Total 010720 |  |  |  |  | 71.40 |  |  |  |
| Total ESSEX CORP 2909 (6965) |  |  |  |  | 71.40 |  |  |  |
| GALLS, LLC - DBA CARPENTER UNIFORM (331) |  |  |  |  |  |  |  |  |
| 014626883 | 1 | Invoice | POLOS FOR OFFICERS | 12/30/2019 | 372.19 | 07/20 | 100-21-21-5110-312 |  |
| Total 014626883 |  |  |  |  | 372.19 |  |  |  |
| Total GALLS LLC - DBA CARPENTER UNIFORM (331): |  |  |  |  | 372.19 |  |  |  |
| GRAYBAR (5772) |  |  |  |  |  |  |  |  |
| 9313825842 | 1 | Invoice | CAT 6 UND WIRE (NEW CAMERAS STREET | 12/23/2019 | 307.02 | 07/20 | 204-23-30-5310-316 |  |
| 9313825842 | 2 | Invoice | CAT 6 UND WIRE (NEW CAMERAS STREET | 12/23/2019 | 93.44 | 07/20 | 602-23-62-5662-318 |  |
| 9313825842 | 3 | Invoice | CAT 6 UND WIRE (NEW CAMERAS STREET | 12/23/2019 | 44.49 | 07/20 | 603-23-71-5662-318 |  |
| 9313825842 | 4 | Invoice | CAT 6 UND WRE (NEW CAMERAS STREET | 12/23/2019 | 44494 | 07/20 | 602-23-61-5642-318 |  |
| Total 9313825842 |  |  |  |  | 889.89 |  |  |  |
| Total GRAYBAR (5772) |  |  |  |  | 889.89 |  |  |  |
| HABHAB CONSTRUCTION, INC. (361) |  |  |  |  |  |  |  |  |
| 7456 | 1 | invoice | DEMOLITION PROJ - 207 E DUBUQUE | 12/31/2019 | 18500.00 | 07/20 | 228-23-36-5391-299 |  |
| Total 7456 |  |  |  |  | 18,500.00 |  |  |  |
| Total HABHAB CONSTRUCTION NC (361): |  |  |  |  | 18,500,00 |  |  |  |
| HACH COMPANY (362) |  |  |  |  |  |  |  |  |
| 11767851 | 1 | Invace | MANVER 2 HARDNESS INDICATOR | 12/18/2019 | 485.13 | 07/20 | 602-23-61-5642-319 |  |
| Total 11767851 |  |  |  |  | 485.13 |  |  |  |
| Total HACH COMPANY (362) |  |  |  |  | 48513 |  |  |  |
| HAMILTON COUNTY (366) |  |  |  |  |  |  |  |  |
| 011320 | 1 | Invoice | IT SERVICES/DECEMBER 2019 | 01/13/2020 | 82389 | 07120 | 100-24-16-5420-212 |  |
| 011320 | 2 | Invoice | IT SERVICES/DECEMBER 2019 | 01/13/2020 | $3,020.94$ | 07/20 | 601-24-16-5923-212 |  |
| 011320 | 3 | Invoice | IT SERVICES/DECEMBER 2019 | 01/13/2020 | 82389 | 07120 | 602-24-16-5923-212 |  |
| 011320 | 4 | Invoice | IT SERVICES/DECEMBER 2019 | 01/13/2020 | 82389 | 07/20 | 603-24-16-5923-212 |  |
| Total 011320 |  |  |  |  | 5,49261 |  |  |  |
| Total HAMILTON COUNTY (366) |  |  |  |  | 5,492 61 |  |  |  |
| HAMILTON COUNTY CLERK OF COURT (369) |  |  |  |  |  |  |  |  |
| 02401 EaCV | 1 | Invoice | COURT COSTS/MAIER/RIMKE | 01/14/2020 | 23500 | 07/20 | 100-21-18-5190-211 |  |
| Total 02401 EQCV029605: |  |  |  |  | 23500 |  |  |  |
| Total HAMLTON COUNTY CLERK OF COURT (369): |  |  |  |  | 23500 |  |  |  |


| GITY OF WEBSTER CITY |  | Invoice Register - Webster City Input Dates. 1/7/2020-1/20/2020 |  |  |  |  |  | $\begin{gathered} \text { Page: } 9 \\ \operatorname{Jan} 15,2020 \text { 08:23AM } \end{gathered}$ |
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| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |  |
| HAMILTON COUNTY FIREMEN'S ASSN (372) |  |  |  |  |  |  |  |  |
|  | 1 | Invoice | I AM RESPONDING/SUBSCRIPTION | 01/02/2020 | 68900 | 07/20 | 100-21-22-5140-215 |  |
| Total 507 |  |  |  |  | 68900 |  |  |  |
| Total HAMILTO | ON CO | OUNTY FIR | MENS ASSN (372): |  | 68900 |  |  |  |
| HARTNETT, TODD OR LORI (6610) |  |  |  |  |  |  |  |  |
| 120319 | 1 | Invojce | EE REBATE/FAITH PROP/808 SOUTHFELD | 12/03/2019 | 76.51 | 07/20 | 601-23-36-5930-979 |  |
| 120319 | 2 | involce | EE REBATE/FAITH PROP/808 SOUTHFIELD | 12/03/2019 | 75.00 | 07/20 | 601-23-36-5930-979 |  |
| 120319 | 3 | Invoce | CB RESIDENTIAL REBATE/808 SOUTHFIELD | 12/03/2019 | 25.00 | 07/20 | 601-23-53-5930-979 |  |
| Total 120319 |  |  |  |  | 17651 |  |  |  |
| Total HARTNE | TT, T | ODD OR L | R (6610) |  | 17651 |  |  |  |
| HOLMES MURPHY \& ASSOCIATES, LLC (5656) |  |  |  |  |  |  |  |  |
| 526244 | 1 | Invoice | HOLMES MURPHY FEES - JAN 2020 | 12/31/2019 | 224000 | 07/20 | 902-11215 |  |
| Total 526244 |  |  |  |  | 224000 |  |  |  |
| 527896 | 1 | Invaice | HOLMES MURPHY FEES | 01/10/2020 | 2,275.00 | 07/20 | 902-11215 |  |
| Total 527896: |  |  |  |  | 2,275.00 |  |  |  |
| Total HOLMES | MUR | PHY \& ASS | OCIATES LLC (5556) |  | 4,515.00 |  |  |  |
| INTERSTATE ALL BATTERY CENTER (448) |  |  |  |  |  |  |  |  |
| 1900301034 | 1 | Invoce | RADIO BATTERIES | 12/16/2019 | 28140 | 07/20 | 100-21-22-5140-311 |  |
| Total 19003010 | 34581 |  |  |  | 28140 |  |  |  |
| Total $\operatorname{NTERST}$ | ATE A | ALL BATTE | Y CENTER (448) |  | 28140 |  |  |  |
| IOWA ASSN OF BUILDING OFFICIAL (450) |  |  |  |  |  |  |  |  |
| 2020 | 1 | Invoice | 2020 MEMBERSHIP/SIMPSON | 01/13/2020 | 5000 | 07/20 | 100-21-18-5190-245 |  |
| Total 2020 |  |  |  |  | 50.00 |  |  |  |
| Total IOWA ASS | SN OF | F BUILDIN | OFFICIAL (450): |  | 50.00 |  |  |  |
| IOWA ASSN OF PROF. FIRE CHIEFS (452) |  |  |  |  |  |  |  |  |
| 2020 | 1 | Invoice | MEMBERSHIP FEE/STANSFIELD | 01/13/2020 | 10000 | 07/20 | 100-21-22-5140-215 |  |
| Total 2020 |  |  |  |  | 100.00 |  |  |  |
| Total IOWA ASS | SN OF | F PROF. FI | E CHIEFS (452): |  | 100.00 |  |  |  |
| IOWA DEPT OF PUBLIC SAFETY (468) |  |  |  |  |  |  |  |  |
| 010820 | 1 | Invoce | TERMINAL BILLING - OCT-DEC | 01/08/2020 | 79200 | 07/20 | 100-21 21-5180-225 |  |
| Total 010820 |  |  |  |  | 79200 |  |  |  |
| Total IOWA DEF | PT OF | P PUBLIC S | FETY (468): |  | 79200 |  |  |  |
| IOWA DIVISION OF LABOR (2600) |  |  |  |  |  |  |  |  |
| 171542 | 1 | Invoice | BOILER INSPECTION - WASTEWATER PLAN | 12/24/2019 | 8000 | 07/20 | 603-23-70-5642-318 |  |


| CITY OF WEBSTER CITY |  | Invoice Register - Webster City Input Dates 1/7/2020-1/20/2020 |  |  |  |  |  |
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| Invoice | Seq | Type | Descrnption | Invojce Date | Total Cost | Period | GL Account |
| Total 171542 |  |  |  |  | 8000 |  |  |
| Total IOWA D | VISIO | N OF LAB | (2600) |  | 8000 |  |  |
| IOWA FIREFIGHTER'S ASSOCIATION (475) |  |  |  |  |  |  |  |
| 2020 | 1 | invoce | IFA MEMBER DUES (28) 2020 | 01/13/2020 | 36400 | 07/20 | 100-21-22-5140-215 |
| Total 2020 |  |  |  |  | 36400 |  |  |
| Total IOWA F | REFIG | GHTER'S A | OCIATION (475): |  | 36400 |  |  |
| IOWA PRISON INDUSTRIES (489) |  |  |  |  |  |  |  |
| 953897 | 1 | invoice | 2-WT LIMIT, 1=DBL ARROW, $1=R \mathrm{R} \times \mathrm{ng}$ | 12/18/2019 | 19707 | 07/20 | 100-21-30-5120-318 |
| Total 953897 |  |  |  |  | 19707 |  |  |
| Total IOWA P | RISON | NINDUSTR | S (489): |  | 197.07 |  |  |
| IOWA PUBLIC AIRPORTS ASSN. (490) |  |  |  |  |  |  |  |
|  | 1 | Invaice | 2020 MEMBERSHIP FEE | 01/14/2020 | 175.00 | 07/20 | 205-23-45-5372-215 |
| Total 2020 |  |  |  |  | 175.00 |  |  |
| Total IOWA P | JBLIC | AIRPORT | ASSN (490) |  | 175.00 |  |  |
| JAMES P. DIEMER CONSULTING (6942) |  |  |  |  |  |  |  |
| 123119 | 1 | Invoice | CONTACTING PROPERTY OWNERS 2020 S | 12/31/2019 | 752836 | 07/20 | 525-23-30-5310-212 |
| Total 123119 |  |  |  |  | 7528.36 |  |  |
| Tota JAMES P | DIEM | MER CON | LTING (6942). |  | 7,528.36 |  |  |
| K.C. NIELSEN, LTD (6609) |  |  |  |  |  |  |  |
| 10212404 | 1 | Invoice | JOHN DEERE P/N | 01/03/2020 | 154 | 07/20 | 602-23-61-5642-318 |
| Total 1021240 |  |  |  |  | 154 |  |  |
| Total K C NIE | LSEN, | LTD (6609) |  |  | 154 |  |  |
| KQWC RADIO STATION (653) |  |  |  |  |  |  |  |
| 19120084 | 1 | Invoice | RECYCLING ADS | 12/31/2019 | 153.00 | 07/20 | 100-23-30-5340-235 |
| Total 1912008 |  |  |  |  | 15300 |  |  |
| Total KQWC R | ADIO | STATION |  |  | 153,00 |  |  |
| LAMPERT'S (564) |  |  |  |  |  |  |  |
| 591430 | 1 | Invoice | MILWAUKEE DRILL BIT | 01/07/2020 | 12.79 | 07/20 | 100-22-42-5210-311 |
| 591430 | 2 | Invoice | NUTS-BOLTS-WASHERS-SCREWS | 01/07/2020 | 28.99 | 07/20 | 100-22-42-5210-318 |
| Total 591430 |  |  |  |  | 41.78 |  |  |
| Total LAMPER | T'S (56 | 64) |  |  | 41.78 |  |  |
| MAINSTAY SYSTEMS, INC. (698) |  |  |  |  |  |  |  |
| 200017 | 1 | Invoice | IA SYS PC MAINT AGREEMENT-JAN FEB MA | 01/01/2020 | 237.00 | 07/20 | 100-21-21-5180-299 |


| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City Input Dates 1/7/2020-1/20/2020 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |
| Total 200017. |  |  |  |  | 23700 |  |  |
| Total MAINST | AY SY | YTEMS, I | (598): |  | 23700 |  |  |
| MARTIN MARIETTA MATERIALS (601) |  |  |  |  |  |  |  |
| 27456836 | 1 | Invoice | 3/8" PEA GRAVEL FOR WEHRHEIM PARK | 11/11/2019 | 1,450.76 | 07/20 | 100-22-42-5210-318 |
| Total 2745683 |  |  |  |  | 145076 |  |  |
| Total MARTIN | MARI | ETTA MA | IALS (601): |  | 1,450 76 |  |  |
| MECHANICAL COMFORT, INC. (\$18) |  |  |  |  |  |  |  |
| 38824 | 1 | Invaice | NO HEAT/CITY MGR OFFICE | 12/30/2019 | 62.47 | $07 / 20$ | 100-24-36-5480-226 |
| 38824 | 2 | Invoice | NO HEAT/CITY MGR OFFICE | 12/30/2019 | 44.63 | 07/20 | 601-23-36-5480-226 |
| 38824 | 3 | Invoice | NO HEAT/CITY MGR OFFICE | 12/30/2019 | 35.70 | 07/20 | 602-23-36-5480-226 |
| 38824 | 4 | Invoice | NO HEAT/CITY MGR OFFICE | 12/30/2019 | 35.70 | 07/20 | 603-23-36-5480-226 |
| Total 38824: |  |  |  |  | 178.50 |  |  |
| 38870 | 1 | Invoice | HEAT PM | 12/31/2019 | 420.00 | $07 / 20$ | 100-24-36-5480-226 |
| 38870 | 2 | Invoice | HEAT PM | 12/31/2019 | 300.00 | 07/20 | 601-23-36-5480-226 |
| 38870 | 3 | invoice | HEAT PM | 12/31/2019 | 240.00 | 07/20 | 602-23-36-5480-226 |
| 38870 | 4 | Invoice | HEAT PM | 12/31/2019 | 240.00 | $07 / 20$ | 603-23-36-5480-226 |
| Total 38870 |  |  |  |  | 120000 |  |  |
| 38880 | 1 | Invoice | REPLACE COMPRESSOR/CITY MGR OFFICE | 12/31/2019 | 96985 | 07/20 | 100-24-36-5480-226 |
| 38880 | 2 | Invoice | REPLACE COMPRESSOR/CITY MGR OFFICE | 12/31/2019 | 69275 | 07/20 | 601-23-36-5480-226 |
| 38880 | 3 | Invoice | REPLACE COMPRESSOR/CITY MGR OFFICE | 12/31/2019 | 554.20 | 07/20 | 602-23-36-5480-226 |
| 38880 | 4 | Invoice | REPLACE COMPRESSOR/CITY MGR OFFICE | 12/31/2019 | 554.20 | 07/20 | 603-23-36-5480-226 |
| Total 38880 |  |  |  |  | 2,771.00 |  |  |
| Total MECHAN | ICAL | COMFOR | NC. (618): |  | 414950 |  |  |
| MIDAMERICAN ENERGY (629) |  |  |  |  |  |  |  |
| 395112252 | 1 | Invoice | BOOSTER STATION ELECTRICITY | 12/30/2019 | 24916 | 07/20 | 602-23-62-5662-237 |
| Total 39511225 |  |  |  |  | 249.16 |  |  |
| Total MIDAMER | ICAN | ENERGY |  |  | 249.16 |  |  |
| MID-STATES ORGANIZED CRIME (2870) |  |  |  |  |  |  |  |
| 23057-1507 | 1 | Invoice | MEMBERSHIP FOR OFFICERS | 12/19/2019 | 15000 | 07/20 | 100-21-21-5110-215 |
| Total 23057-1507 |  |  |  |  | 15000 |  |  |
| Total MID-STAT | ES O | RGANIE | CRIME (2870): |  | 150.00 |  |  |
| MISSISSIPPI LIME COMPANY (652) |  |  |  |  |  |  |  |
| 1468321 | 1 | Invoice | QUICKLIME 25.27T | 12/18/2019 | 429590 | 07/20 | 602-23-61-5641-318 |
| Total 1468321: |  |  |  |  | 429590 |  |  |
| Total MISSISSI | PPI LIM | ME COMP | $Y$ (652): |  | 4.29590 |  |  |




| CITY OF WESSTER CITY |  | Invoice Register - Webster City Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |  | Jan 15 | $\begin{array}{r} \text { Page } 14 \\ 202008.23 \mathrm{AM} \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |  |  |
| PRIMORIS T\&D SERVICES. LLC (6876) |  |  |  |  |  |  |  |  |  |
| 400072-06 | 1 | Invoice | CONSTRUCTION - URD CONVERSION PROJ | 01/03/2020 | 94,431,84 | 07/20 | 601-23-52-5588-874 |  |  |
| Total 400072-06 |  |  |  |  | 94,431.84 |  |  |  |  |
| 400072-07 | 1 | Invoice | CONSTRUCTION - URD CONVERSION PROJ | 01/03/2020 | 8,523.87 | 07/20 | 601-23-52-5588-871 |  |  |
| Total 400072-07 |  |  |  |  | 8.523.87 |  |  |  |  |
| Total PRIMORIS | S T\& | SERVIC | . LLC (6876) |  | 102,955.71 |  |  |  |  |
| PRINTING SERVICES, INC. (1130) |  |  |  |  |  |  |  |  |  |
| 679297-0 | 1 | Invoice | 3 INK CARTRIDGES | 12/05/2019 | 53.63 | 07/20 | 603-23-70-5921-316 |  |  |
| Total 679297-0: |  |  |  |  | 53.63 |  |  |  |  |
| 679645-0 | 1 | Invoice | MISC OFFICE SUPPLIES | 12/16/2019 | 7.74 | 07/20 | 100-24-14-5435-316 |  |  |
| 679645-0 | 2 | Invoice | MISC OFFICE SUPPLIES | 12/16/2019 | 55.91 | 07/20 | 601-23-80-5921-316 |  |  |
| 679645-0 | 3 | Invoice | MISC OFFICE SUPPLIES | 12/16/2019 | 17.20 | 07/20 | 602-23-80-5921-316 |  |  |
| 679645-0 | 4 | Invoice | MISC OFFICE SUPPLIES | 12/16/2019 | 5,16 | 07/20 | 603-23-80-5921-316 |  |  |
| Total 679645-0: |  |  |  |  | 86.01 |  |  |  |  |
| 679913-0 | 1 | Invoice | LABELS/RIBBONS/ENVELOPES | 12/23/2019 | 9.26 | 07/20 | 100-24-12-5430-316 |  |  |
| 679913-0 | 2 | Invoice | LABELS/RIB8ONS/ENVELOPES | 12/23/2019 | 30.87 | 07/20 | 601-23-81-5921-316 |  |  |
| 679913-0 | 3 | Invoice | LABELS/RIBBONS/ENVELOPES | 12/23/2019 | 18.52 | 07/20 | 602-23-81-5921-316 |  |  |
| 679913-0 | 4 | Invoice | LABELS/RIBBONS/ENVELOPES | 12/23/2019 | 3.10 | 07/20 | 603-23-81-5921-316 |  |  |
| Total 679913-0. |  |  |  |  | 6175 |  |  |  |  |
| 680039-0 | 1 | Invaice | MISC OFFICE SUPPLIES | 12/30/2019 | 54 | 07/20 | 100-24-14-5435-316 |  |  |
| 680039-0 | 2 | Invoice | MISC OFFICE SUPPLIES | 12/30/2019 | 3.89 | 07/20 | 601-23-80-5921-316 |  |  |
| 680039-0 | 3 | Invoice | MISC OFFICE SUPPLIES | 12/30/2019 | 1.20 | 07/20 | 602-23-80-5921-316 |  |  |
| 680039-0 | 4 | Invoice | MISC OFFICE SUPPLIES | 12/30/2019 | . 35 | 07/20 | 603-23-80-5921-316 |  |  |
| Total 6800390 |  |  |  |  | 598 |  |  |  |  |
| Total PRINTING | SER | VICES, IN | (1130) |  | 207.37 |  |  |  |  |
| REGISTER MEDIA (6383) |  |  |  |  |  |  |  |  |  |
| 0003097691 |  | Invoice | POLICE OFFICER ADV | 12/31/2019 | 224.49 | 07/20 | 100-21-21-5110-210 |  |  |
| Total 000309769 |  |  |  |  | 224.49 |  |  |  |  |
| Total REGISTER | R MED | IA (5383) |  |  | 224.49 |  |  |  |  |
| RELIANT GASES, LTD (6263) |  |  |  |  |  |  |  |  |  |
| 130-1486901 | 1 | Invoice | 18,0201bs OF CO2 | 01/08/2020 | 1,263 20 | 07/20 | 602-23-61-5641-318 |  |  |
| Total 130-148690 |  |  |  |  | 1,263.20 |  |  |  |  |
| Total RELIANT G | GASE | S. LTO ${ }^{(6)}$ |  |  | 1263.20 |  |  |  |  |
| RICOH USA, INC. (4831) |  |  |  |  |  |  |  |  |  |
| 103156765 | 1 | Invoice | COPY MACHINE LEASE/COPY CHARGE | 01/06/2020 | 172.18 | 07/20 | 100-21-21-5110-225 |  |  |
| Total 103156765 |  |  |  |  | 172.18 |  |  |  |  |


| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City Input Dates: 1/7/2020-1/20/2020 |  |  |  |  | $\begin{array}{r} \text { Page: } \quad 15 \\ \text { Jan 15, } 2020 \text { 08:23AM } \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |  |
| Total RICOH U | USA, IN | NC. (4831) |  |  | 172.18 |  |  |  |
| SHERIDAN, JEFF (6838) |  |  |  |  |  |  |  |  |
| 010920 | 1 | Invoice | LED LIGHTING REBATE | 01/09/2020 | 28.58 | 07/20 | 601-23-36-5930-979 |  |
| 010920 | 2 | Invoice | CORN BELT LED LIGHTING REBATE | 01/09/2020 | 28,58 | 07/20 | 601-23-53-5930 979 |  |
| Total 010920: |  |  |  |  | 57.16 |  |  |  |
| Total SHERIDA | AN, JE | EFF (6838) |  |  | 57.16 |  |  |  |
| SHIMKAT MOTOR COMPANY (866) |  |  |  |  |  |  |  |  |
| 51681 | 1 | Invoice | FRONT SWAY BAR-BUSHING KITS-DOOR (P | 12/20/2019 | 446.78 | 07/20 | 204-23 30-5310-314 |  |
| Total 51681: |  |  |  |  | 446.78 |  |  |  |
| Total SHIMKAT | MOT | TOR COMP | NY (865): |  | 446.78 |  |  |  |
| SNYDER \& ASSOCIATES (2951) |  |  |  |  |  |  |  |  |
| 118.1104.01- | 1 | Invoice | ENG - 2019 ST IMPROV PROJECT (thru 11.30. | 12/31/2019 | 154.00 | 07/20 | 525-23 30-5310-299 |  |
| Total 118.1104. | 01-9: |  |  |  | 154.00 |  |  |  |
| 119.0338.03- | 1 | Invoice | ENG - 2020 ST DEPT MAINT BLDG 119.0338. | 12/31/2019 | 38,172.00 | 07/20 | 525-23-30-5310-212 |  |
| Total 1190338 | 03-3: |  |  |  | 38,972.00 |  |  |  |
| $119.0463 .01-$ | 1 | Invoice | ENG - 2020 ST RECON PROJECT \#119.0463. | 12/31/2019 | 83,910.31 | 07/20 | 525-23-30-5310-212 |  |
| Total 119.0463. | 01-6: |  |  |  | 8391031 |  |  |  |
| Total SNYDER | \& ASS | SOCIATES | 2951) |  | 122,236.34 |  |  |  |
| STANARD * ASSOCIATES, INC. (900) |  |  |  |  |  |  |  |  |
| SA00004306 | 1 | Invoice | POST TESTS | 01/08/2020 | 10250 | 07/20 | 100-21-21-5110-319 |  |
| Total SA000043 | 3061 |  |  |  | 102.50 |  |  |  |
| Total STANARD | \& AS | SSOCIATE | INC (900): |  | 102.50 |  |  |  |
| STATE HYGIENIC LABORATORY (423) |  |  |  |  |  |  |  |  |
| 180557 | 1 | Invoice | WASTEWATER TESTING | 12/31/2019 | 84050 | 07/20 | 603-23-70-5923-212 |  |
| Total 180557 |  |  |  |  | 840 50 |  |  |  |
| 180559 | 1 | Invoice | PUBLIC WATER | 12/31/2019 | 117.00 | 07/20 | 602-23-61-5651-299 |  |
| Total 180559 |  |  |  |  | 117.00 |  |  |  |
| Total STATE HY | YGIEN | NIC LABOR | TORY (423): |  | 957.50 |  |  |  |
| SUMMERS' ENTERPRISE INC. (6915) |  |  |  |  |  |  |  |  |
| RETAINAGE | 1 | Invoice | INGRAHAM WATERMAIN REPAIR PROJECT - | 01/13/2020 | 6,617.88 | $07 / 20$ | 602-23-62-5673-870 |  |
| Total RETAINAGE |  |  |  |  | 6,617.88 |  |  |  |
| Total SUMMERS' ENTERPRISE INC (6915): |  |  |  |  | 6617.88 |  |  |  |


| CITY OF WEBSTER CITY |  |  | Invoice Register - Webster City <br> Input Dates: 1/7/2020-1/20/2020 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice |  | Type | Descmption | Invoice Date | Total Cost | Period | GL Account |
| THE AMERICAN BOTTLING CO (4800) |  |  |  |  |  |  |  |
| 3446008595 | 1 | Invoice | POP/BEVERAGES FOR RESALE-FULLER HA | 12/26/2019 | 20508 | 07/20 | 100-22-42-5233-323 |
| Total 3446008595: |  |  |  |  | 205.08 |  |  |
| 3446008769 | 1 | Invoice | POP/BEVERAGES FOR RESALE-FULLER HA | 01/09/2020 | 113.76 | 07/20 | 100-22-42-5233-323 |
| Total 3446008769 |  |  |  |  | 113.76 |  |  |
| Total THE AMERICAN BOTTLING CO. (4800): |  |  |  |  | 318.84 |  |  |
| THE TRASHMAN, LLC (943) |  |  |  |  |  |  |  |
| 01/09/20 | 1 | Invoice | REIMBURSE/LIGHTING REBATE CORN BELT | 01/09/2020 | 4,342.86 | 07/20 | 601-23-53-5588-212 |
| Total 01/09/20: |  |  |  |  | 4,342.86 |  |  |
| 6471497 | 1 | Invoice | EXTRA SERVICE/FULLER HALL | 01/02/2020 | 15.00 | 07/20 | 100-22-42-5233-236 |
| Total 647-1497: |  |  |  |  | 15.00 |  |  |
| 647-1739 01/ | 1 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 26.95 | 07/20 | 100-24-36-5480-236 |
| 647-1739 01/ | 2 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 19.25 | 07/20 | 601-23-36-5480-236 |
| 647-1739 01/ | 3 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 15.40 | 07/20 | 602-23-36-5480-236 |
| 647-1739 01/ | 4 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 15.40 | 07120 | 603-23-36-5480-236 |
| 647-1739 01/ | 5 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 77.00 | 07/20 | 100-22-42-5280-236 |
| 647-1739 01/ | 6 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 44.00 | $07 / 20$ | 204-23-30-5310-236 |
| 647-1739 01/ | 7 | Invorce | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 16,50 | 07/20 | 100-21-22-5140-236 |
| 647-1739 01/ | 8 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 77.00 | 07/20 | 100-22-42-5233-236 |
| 647-1739 01/ | 9 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 44.00 | 07/20 | 601-23-52-5588-236 |
| 647-1739 01/ | 10 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 44.00 | 07/20 | 603-23-70-5642-236 |
| 647-1739 01/ | 11 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 44.00 | 07/20 | 100-22-42-5210-236 |
| 647-1739 01/ | 12 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 44.00 | 07/20 | 602-23-61-5642-236 |
| 647-1739 01/ | 13 | Invoice | TRASH SERVICE/FUEL SURCHARGE | 01/02/2020 | 4400 | 07/20 | 205-23-45-5372-236 |
| Total 647-1739 01/02/20: |  |  |  |  | 51150 |  |  |
| 647-1740 01/ | 1 | Invoice | DROP BOX CHARGES/EXTRA SVC | 01/02/2020 | 470.00 | 07/20 | 100-23-30-5340-235 |
| Total 647-1740 01/02/20; |  |  |  |  | 470.00 |  |  |
| 647-174101/ | 1 | Invoice | TRASH BAGS FOR RESALE | 01/02/2020 | 795.00 | 07/20 | 100-23-30-5340-299 |
| Total 647-1741 01\%02/20: |  |  |  |  | 79500 |  |  |
| 648-101 01/0 | 1 | Invoice | CURB RECYCLING - DECEMBER 2019 | 01/06/2020 | 12,997.48 | 07/20 | 100-23-30-5340-235 |
| Total 648-101 01/06/20 |  |  |  |  | 12,997.48 |  |  |
| Total THE TRASHMAN, LLC (943): |  |  |  |  | 19,13184 |  |  |
| TIMM'S AUTO BODY (963) |  |  |  |  |  |  |  |
| $30987 \mathrm{EB3}$ | 1 | Invoice | REPLACE MIRROR/2011 DODGE | 01/09/2020 | 198.38 | 07/20 | 100-21 $215110-227$ |
| Total 30987EB3: |  |  |  |  | 198.38 |  |  |
| Total TIMM'S AUTO BODY (953): |  |  |  |  | 19838 |  |  |



| CITY OF WEBSTER CITY |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Invoice | Seq | Type | Description | Invoice Date | Total Cost | Period | GL Account |
| UNITY POINT CLINIC-OCC MEOICINE (5263) |  |  |  |  |  |  |  |
| 231440 | 1 | Invoice | 4TH QTR DRUG TESTING 2019 | 01/02/2020 | 42.00 | 07/20 | 601-23-52-5923-212 |
| Total 231440: |  |  |  |  | 42.00 |  |  |
| Total UNTY P | ONT | CLINIC-OC | MEDICINE (5263): |  | 42.00 |  |  |
| UNITY POINT HEALTH TRINITY REGIONAL (6672) |  |  |  |  |  |  |  |
| 52748 | 1 | Invoice | 4TH QTR DRUG TEST/2019 | 01/02/2020 | 54.00 | 07/20 | 601-23-52-5923-2 12 |
| Total 52748: |  |  |  |  | 54.00 |  |  |
| Total UNTY P | INT | HEALTH | NITY REGIONAL (6572): |  | 54.00 |  |  |
| US PUBLIC SAFETY GROUP, INC. (6141) |  |  |  |  |  |  |  |
|  | 1 | \|nvoice | BADGESICOLLAR BRASS | 12/31/2019 | 297.45 | 07/20 | 100-21-21-5110-312 |
| Tota 941: |  |  |  |  | 297.45 |  |  |
| Totai US PUBL | IC SA | AFETY GR | JP. INC. (6141): |  | 297.45 |  |  |
| UTILITY SERVICE CO., INC. (3294) |  |  |  |  |  |  |  |
| 497814 | 1 | Invoice | QTRLY PYMT/520 WATER TOWER MTC | 01/01/2020 | 5805.69 | 07/20 | 602-23-60-5614-299 |
| Total 497814 |  |  |  |  | 5805.69 |  |  |
| 497815 | 1 | Invoice | QRTLY PYMT/GROUND STORAGE TANK MT | 01/01/2020 | 4,885.37 | 07/20 | 602-23-60-5614-299 |
| Total 497815: |  |  |  |  | 488537 |  |  |
| 497816 | 1 | Invoice | QRTLY PYMT/PEDISPHERE HY-VEE TOWER | 01/01/2020 | 4941.47 | 07/20 | 602-23-60-5614-299 |
| Total 497816: |  |  |  |  | 4,941.47 |  |  |
| Total UTILITY S | ERVIC | ICE CO., 1 | (3294): |  | 15,632.53 |  |  |
| VALUTECH PEST CONTROL (6822) |  |  |  |  |  |  |  |
| 010505727 | 1 | nvoice | PEST CONTROLFULLER HALL | 01/13/2020 | 32.00 | 07/20 | 100-22-42-5233-299 |
| Total 01050572 |  |  |  |  | 32.00 |  |  |
| 010505739 | 1 | \|nvaice | PEST CONTROLSENIOR CENTER | 01/13/2020 | 35.00 | 07/20 | 100-22-42-5280-299 |
| Total 010505739: |  |  |  |  | 3500 |  |  |
| 010505752 | 1 | Invoice | PEST CONTROUCITY HALL | 01/13/2020 | 10.50 | 07/20 | 100-24-36-5480-299 |
| 010505752 | 2 | (nvoice | PEST CONTROLCITY HALL | 01/13/2020 | 7.50 | 07/20 | 601-23-36-5480-299 |
| 010505752 |  | invoice | PEST CONTROLCITY HALL | 01/13/2020 | 6.00 | 07/20 | 602-23-36-5480-299 |
| 010505752 | 4 | Invoice | PEST CONTROL/CITY HALL | 01/13/2020 | 6.00 | 07/20 | 603-23-36-5480-299 |
| Total 010505752. |  |  |  |  | 30.00 |  |  |
| 010553940 | 1 | Invoice | DOWNTOWN AREA-CO-OP/SSMID | 12/16/2019 | 65.00 | 07/20 | 260-23-36-5393-210 |
| Total 010553940 |  |  |  |  | 65.00 |  |  |
| Total VALUTECH PEST CONTROL (6822): |  |  |  |  | 162.00 |  |  |





Report GL Period Summary

| GL Period | Amount |
| :---: | :---: |
| 07/20 | 1,139,353 32 |
| Grand Totals | 1,139,353.32 |


| Vendor number hash: | 466558 |
| :--- | ---: |
| Vendor number hash - split | 592567 |
| Total number of invoices: | 176 |
| Total number of transactions: | 267 |


| Terms Descripton | Invoice Amount | Net Invoice Amount |
| :---: | :---: | :---: |
| Open Terms | 113935332 | 1,139,353.32 |
| Grand Totals | 113935332 | 1,139,353,32 |


| Account | Fund | Total Amount |
| :--- | :--- | ---: |
|  |  |  |
| 100 | General | $38,452.16$ |
| 204 | Road Use Tax Fund | $4,041.11$ |
| 205 | Airport Fund | $5,182.60$ |
| 208 | Hotel/Motel Tax Fund | $1,170.70$ |
| 228 | Low/Moderate Income Revolving | $18,500.00$ |
| 232 | Flood Demolition Fund | $2,356.01$ |
| 260 | SSMID | 89.40 |
| 525 | Street Improvement | $129,764.67$ |
| 601 | Electric Utility | $778,906.85$ |
| 602 | Water Utility | $44,373.77$ |
| 603 | Sewer Utility | $11,054.51$ |
| 902 | Medical/Flex | $105,461.54$ |
|  | Grand Total | $1,139,353.32$ |

## RESOLUTION NO.

Resolution taking additional action to enter into General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement for the sale of Bonds

WHEREAS, the City of Webster City (the "City"), in Hamilton County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $\$ 9,500,000$ for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"); and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 20, 2020; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2020A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Northland Securities, Inc. (the "Underwriter"), as the Underwriter of the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Webster City, Iowa, as follows:

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

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

Section 3. The use by the Underwriter of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. Further action with respect to the Loan Agreement and the Bonds is hereby adjourned to the City Council meeting scheduled for February 17, 2020.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 20, 2020.

## Mayor

Attest:

## City Clerk

## MEMORANDUM

| TO: | City Manager <br> Mayor and City Council |
| :--- | :--- |
| FROM: | Karla Wetzler |
| DATE: | January 14, 2020 |
| RE: | Termination of Minimum Assessment Agreement \& Development <br>  |

SUMMARY: The Minimum Assessment Agreement and the Development Agreement with VEREIT SH Webster City IA, LLC, (owners of the former Shopko building) need to be terminated.

PREVIOUS COUNCIL ACTION: On April 20, 2015, the City Council entered into a Development Agreement with KTJ 261, LLC. Then on December 21, 2015, said Development Agreement was assigned to VEREIT SH Webster City IA, LLC.

BACKGROUND/DISCUSSION: Due to a breach in the Development Agreement between the City of Webster City and VEREIT SH Webster City IA, LLC, the City Council needs to terminate their Development Agreement and the Assessment Agreement that is on record at the Hamilton County Courthouse. The City needs to move forward and proceed with a new Development Agreement with the new owners of the former Shopko building, located at 200 Red Bull Division Drive.

RECOMMENDATION: Terminate the Development Agreement and the Minimum Assessment Agreement via the attached Resolution.

CITY MANAGER COMMENTS: I concur with the above recommendation.

## RESOLUTION

Resolution Terminating Development Agreement and Assessment Agreement with VEREIT SH Webster City IA, LLC

WHEREAS, the City of Webster City, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2013 Red Bull Division Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has previously entered into a certain development agreement (the "Development Agreement") with VEREIT SH Webster City IA, LLC (the "Company"), pursuant to which the Company agreed to undertake the construction of a commercial building and the leasing thereof for use as a Shopko facility (the "Shopko Business Operations") on certain real property (the "Property) in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City agreed to provide annual appropriation tax increment payments (the "Payments") to the Company in a total amount not exceeding $\$ 650,000$; and

WHEREAS, the Company no longer owns the Property, and Shopko Business Operations have been discontinued on the Property; and

WHEREAS, the Company and the City have determined that the Development Agreement should be terminated; and

WHEREAS, in accordance with the Development Agreement, the Company, the City and the County Assessor entered into an Assessment Agreement establishing a minimum actual value for the Property; and

WHEREAS, it is now necessary for the City to take action to terminate the Development Agreement and the Assessment Agreement;

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

Section 1. It is hereby determined that, due to the Company no longer owning the Property and the discontinuance of the Shopko Business Operations, the Development Agreement is terminated including the City's obligation to make the Payments thereunder. The Planning Director is hereby directed to send written notice to representatives of the Company notifying the

Company that the Development Agreement has been terminated, and any action heretofore taken to provide notice to the Company of the termination of the Development Agreement is all hereby ratified and affirmed.

Section 2. It is hereby determined that, due to the termination of the Development Agreement, the Assessment Agreement is terminated. The Planning Director is hereby directed to send written notice to the County Assessor and representatives of the Company notifying the County Assessor and the Company that the Assessment Agreement has been terminated. The effective date of the termination of the Assessment Agreement shall be December 31, 2019. Any action heretofore taken to provide notice to the County Assessor and the Company of the termination of the Assessment Agreement is all hereby ratified and affirmed.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved on January 20, 2020.

Mayor
Attest:

City Clerk

## MEMORANDUM

| TO: | City Manager <br> Mayor and City Council |
| :--- | :--- |
| FROM: | Karla Wetzler |
| DATE: | January 10, 2020 |
| RE: | TIF Requests (2) |

SUMMARY: Two projects have requested TIF monies for their projects. First, First State Bank has requested to enter into a Development Agreement with the City to capture TIF monies associated with the increased assessed value of their property due to the construction of a new addition to the west side of their bank. Second, Gary and Brenda Fox, who recently purchased the former Shopko building at 200 Red Bull Division Drive, have requested that the TIF arrangement held with the former owners be transferred to them for the remaining timeframe to help with their project.

PREVIOUS COUNCIL ACTION: The Council has taken no action regarding these specific projects yet; however, the Council has approved several TIF agreements, commercial and residential, in the past. AmericInn was given an 8-year agreement in which to collect TIF rebates, Mitchell Machines, 10 years, Vantec, 10 years, Webster City RV, 5 years, and HyVee, 7 years and amended to add 7 more years. In 2011, we entered into a Development Agreement with Fareway for the expansion of the store ( $80 \%$ for 14 years), and, in 2012, First State Bank for their expansion of the Town \& Country Insurance building ( 10 years).

BACKGROUND/DISCUSSION: As you are all aware, First State Bank constructed a large addition to the west of its existing building at 505 Second Street. This property is in the Riverview Central Business Urban Renewal Area and TIF District. First State Bank is requesting that they receive TIF rebates not to exceed $\$ 27,963$ a year for a 10 -year period for a total of $\$ 279,630.00$. This will be based on a $50 \%$ tax rebate established by policy adopted in 2015.

Gary and Brenda Fox, owners of 200 Red Bull Division Drive (formerly Shopko), have requested TIF to assist them with their purchase of the building and bringing a new venture to Webster City. That property is located in the Red Bull Division Urban Renewal Area. After discussions with our bonding attorney, John Danos, the same plan can be extended that was offered with the former owners; however, the asking will be much less as the assessment has been reduced. They are asking for rebates not to exceed $\$ 20,625.00$ a year for 9 years based on $70 \%$ which was the percentage given to the former owners for a total of $\$ 185,625.27$.

Tax increment financing is a method of reallocating property tax revenues which are produced as a result of an increase in taxable valuation above a "base valuation" figure within a tax increment area. Until the tax increment debt within an area has been repaid, tax revenues produced by property tax levies imposed on the increased taxable valuation by the city, county, or school are all allocated back to the City and must be spent for projects within that area. This can include public improvement projects (streets, water, sewer, etc.) or incentives to private enterprise. The Council must determine whether support of a project warrants the expenditure of public funds that include taxes of other affected taxing entities, too.

A TIF rebate agreement to return a portion or all of the incremental taxes related to the project to the owner is a "pay as you go" approach and does not require the City to borrow any money. The incremental taxes do not include any taxing entities' debt service levy or the school's physical plant and equipment levy (PPEL). A rebate agreement can count against the City's debt capacity.

Until I get confirmation from the Council that there is interest in providing some degree of TIF rebate to First State Bank and Gary and Brenda Fox and for how long, I have deferred calling our bond counsel to initiate any paperwork. This matter will require a public hearing when the Development Agreement has been prepared.

FINANCIAL IMPLICATIONS: Most of our TIF projects are self-funded, meaning TIF rebates are paid back to the developer with the taxes generated from their property alone. If an agreement is made with First State Bank and Gary and Brenda Fox, or anyone else for that matter, the property is pulled out of the "mother district" creating less valuation which means less tax dollars available to pay off existing public improvements projects (such as the $2^{\text {nd }}$ Street Reconstruction Project) or any new project down the road chosen to be funded by the entire district. In the past, we have made it our policy that each project funds itself.

RECOMMENDATION: The addition to the bank is a wonderful asset to our downtown area as well as our entire community. The purchase of an empty building and provision of a commercial entity in the former Shopko building will enhance our community as well and may attract others from outside our community. I would like a consensus from the Council at this time to allow me to proceed with John Danos to prepare Development Agreements for the specific requests mentioned above.

ALTERNATIVES: Change the specifics (dollar amount and time limit) or state that no TIF agreement will be considered.

CITY MANAGER COMMENTS: As this recommendation is consistent with past City policy, I concur.

As you know, staff is currently reviewing all aspects of the City's Tax Increment Financing (TIF) Districts and policies as well as the Urban Renewal Areas (URA) and preparing modifications for your consideration.

MEMORANDUM

TO: $\quad$ City Manager<br>Mayor and City Council

FROM: Karla Wetzler
DATE: January 15, 2020
RE: Set Public Hearing for Urban Renewal Plan Amendment

SUMMARY: The City Council needs to set a date for a Public Hearing on the 2013 Red Bull Division Urban Renewal Area amendment.

PREVIOUS COUNCIL ACTION: This Urban Renewal Area was adopted by the City Council on September 16, 2013.

BACKGROUND/DISCUSSION: The Urban Renewal Plan for the 2013 Red Bull Division Urban Renewal Area is being amended for the purpose of identifying a new urban renewal project to be undertaken in said area. The amendment has been prepared by John Danos and references the provision of tax increment financing support to Gary and Brenda Fox for the maintenance and operation of a commercial facility known as Appliance Plus and US Cellular. This would be in the former Shopko building addressed as 200 Red Bull Division Drive.

The City must provide notification of the City's hearing and set a meeting with the County and the WC School District on this Urban Renewal Plan amendment, also. This must take place at least two (2) weeks before the night of the City's Public Hearing.

RECOMMENDATION: Set the public hearing for February 17, 2020 at 6:05 p.m.
ALTERNATIVES: Select a different date.
CITY MANAGER COMMENTS: I concur with the above recommendation.

## RESOLUTION NO.

$\qquad$
Resolution setting date for public hearing on urban renewal plan amendment
WHEREAS, this City Council by resolution created the 2013 Red Bull Division Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Gary and Brenda Fox in connection with the maintenance and operation of a commercial facility as an Appliance Plus store, and it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Webster City, lowa, as follows:

Section 1. This City Council will meet at the City Hall, Webster City, Iowa, on February 17, 2020, at $\qquad$ 6:05 $\qquad$ o'clock p.m., at which time and place it will hold a public hearing on the proposed Amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Webster City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Manager is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this January 20, 2020.

Mayor

Attest:

## City Clerk

# NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT 

Notice Is Hereby Given: That at __6:05 $\qquad$ o'clock p.m., at the City Hall, Webster City, Iowa, on February 17, 2020, the City Council of the City of Webster City, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the 2013 Red Bull Division Urban Renewal Area to facilitate the undertaking of a new urban renewal project consisting of providing tax increment financing support to Gary and Brenda Fox in connection with the maintenance and operation of a commercial facility as an Appliance Plus store in the Urban Renewal Area. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matter of the hearing.

Karyl Bonjour
City Clerk

# CITY OF WEBSTER CITY, IOWA 

URBAN RENEWAL PLAN AMENDMENT
2013 RED BULL DIVISION URBAN RENEWAL AREA
February, 2020

The Urban Renewal Plan (the "Plan") for the 2013 Red Bull Division Urban Renewal Area (the "Urban Renewal Area") is being amended for the purpose of identifying a new urban renewal project to be undertaken in the Urban Renewal Area.

1) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Appliance Plus Economic Development Support Project
Name of Urban Renewal Area: 2013 Red Bull Division Urban Renewal Area

## Date of Council Approval of Project: February 17, 2020

Description of Project and Project Site: Gary and Brenda Fox (the "Developers") have undertaken the acquisition of an existing commercial building (the "Existing Building") on certain real property situated at [Insert Address] (the "Property") in the Urban Renewal Area. The Developers have proposed to undertake the operation of an Appliance Plus store in the Existing Building (the "Project").

It has been requested that the City provide tax increment financing assistance to the Developers in connection with the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developers will include legal and administrative fees (the "Admin Fees") in an amount not to exceed $\$ 7,500$.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will install public infrastructure in connection with the Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developers with respect to the Project and to provide annual appropriation economic development payments (the "Payments") to the Developers thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Project will not exceed \$ $\qquad$ , plus the Admin Fees.
2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:
Outstanding general obligation debt of the City:
Proposed maximum indebtedness to be incurred in connection with this February, 2020 Amendment*:
\$ 18,455,343
$\$$
$\$$
*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

WEBSTER CITY

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

FROM: Ken Wetzler, Public Works Director
DATE: January 15, 2020
RE: $\quad 2020$ Street Department Maintenance Building Project

SUMMARY: The 2020 Street Department Maintenance Building Project plans and specifications are completed and the project is ready to send out for bids. The project will consist of a new Street Department Maintenance Building.

PREVIOUS COUNCIL ACTION: On May 6, 2019 the City Council authorized Snyder \& Associates to prepare the plans and specifications for the project.

BACKGROUND/DISCUSSION: The 2020 Street Department Maintenance Building Project allows for each piece of equipment to enter and exit through its' own door. Currently we take two pieces of equipment through the same door which has caused fender mishaps to equipment and the building. The mechanics' area and hoist are very cramped and outdated posing a potential safety issue. The main office area and bathrooms are not ADA Guideline accessible. This building would allow us to house equipment currently outside in the weather, thus adding to the life of equipment.

The 2020 Street Department Maintenance Building Project as shown on the map is the dark grey building. The red cross hatch area is the 69 kVA Electrical Easement.

Detailed plans and specifications are available in the Public Works office for review.
The proposed project schedule is as follows:

- January 20: City Council sets bid date/time and public hearing date/time
- February 13: Publish Notice of Hearing and Letting
- February 20 at 4:00 p.m.: Conduct the bid lettings
- March 2 at 6:05 p.m.: Conduct the public hearing and award contracts and authorize execution of contracts by Mayor and City Clerk
- December 2020: Scheduled completion date. Liquidated damages are $\$ 500.00$ per day

FINANCIAL IMPLICATIONS: Funding for the project is from Road Use Fund. The opinion of probable cost for both the construction and the materials is as follows (includes construction, engineering, construction observation, and contingency):

| Construction Costs | $\$ 1,224,000.00$ |
| :--- | :--- |
| Construction Contingency | $\$ 61,500.00$ |
| Engineering/Construction Observation/Survey | $\$ 104,500.00$ |
| T@TABE PROJECT | $\mathbf{\$ 1 , 3 9 0 , 0 0 0 . 0 0}$ |

RECOMMENDATION: Staff recommends approval of attached resolution setting the public hearing for the project.

ALTERNATIVES: The City Council could choose to delay the project, or not do the project.
CITY MANAGER COMMENTS: I concur with the recommendation to proceed with the proposed project.


RESOLUTION NO. 2020 - $\qquad$

## PROVIDE FOR NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 2020 STREET DEPARTMENT MAINTENANCE BUILDING PROJECT

WHEREAS, the City Council of the City of Webster City, lowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the 2020 Street Department Maintenance Building 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, 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, lowa, as follows:

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

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

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

Section 4. Sealed proposals will be received by the City Clerk of Webster City, at the Council Chambers of the City Council, in the City Hall of said City, until $4: 00$ p.m. on the $20^{\text {th }}$ day of February, 2020, for the 2020 Street Department Maintenance Building 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 2nd day of March, 2020, at 6:05 o'clock p.m. at the City Hall, Webster City, lowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

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

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

Passed and approved this 20th day of January, 2020.

> John Hawkins, Mayor

## ATTEST:

Karyl K. Bonjour, City Clerk

## NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR:

## 2020 Street Department Maintenance Building Project

CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT
Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the 2020 Street Department Maintenance Building Project at its meeting at 6:05 P.M. on the $\mathbf{2}^{\text {nd }}$ day of March, 2020, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

The 2020 Street Department Maintenance Building Project includes the furnishing of labor and new materials for constructing the $60^{\prime} \times 210^{\prime}$ metal building including soil reinforcing, foundations, metal building structure, wash bay, and offices located at 100 Ohio St. in Webster City Iowa.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Webster City, lowa.
Dated at Webster City, Iowa, this $\qquad$ day of $\qquad$ 2020.

Mayor John Hawkins
ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL the $\qquad$ day of $\qquad$ 2020.

## NOTICE TO BIDDERS

## 2020 Street Department Maintenance Building Project CITY OF WEBSTER CITY, IOWA

## Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) for the 2020 Street Department Maintenance Building Project at its meeting at 6:05 P.M. on the 2nd day of March 2020, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

## Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before 4:00 P.M. according to the clock in said City Council Chambers on the 20 ${ }^{\text {th }}$ day of February 2020, at the reception desk in the City Hall, 400 Second Street, Webster City, Iowa 50595. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

## Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Staff and bids tabulated at 4:00 P.M. on the $\mathbf{2 0}{ }^{\text {th }}$ day of February 2020, in said City Council Chambers. Bids will be considered by the Public Works Director or his designee at its meeting on the $2^{\text {nd }}$ day of March 2020 at 6:05 P.M. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

## Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

An electronic copy of the Contract Documents is available at www.snyder-associates.com under the bids tab for no cost. Choosing the 2020 Street Department Maintenance Building Project. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Shuck-Britson, Inc., 400 E court Ave Suite 140, Des Moines, Iowa 50309 and at Snyder and Associates, Inc., at 911 Central Avenue, Fort Dodge, Iowa 50501 , for a fee of Fifty Dollars ( $\$ 50.00$ ) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-243-4477 in advance to reserve a paper copy. Additional shipping charges of $\$ 20$ non-refundable will apply if mailed plans are requested.

## 2020 Street Department Maintenance Building Project

The 2020 Street Department Maintenance Building Project includes the furnishing of labor and new materials for constructing the $60^{\prime} \times 210^{\prime}$ metal building including soil reinforcing, foundations, metal building structure, wash bay, and offices located at 100 Ohio St. in Webster City lowa.

## Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Webster City, for the faithful performance of the Contract, in an amount equal to one hundred percent $(100 \%)$ of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Webster City. The bid shall contain no condition except as provided in the specifications.

The City of Webster City reserves the right to defer acceptance of any bid for a period of thirty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

## Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent ( $100 \%$ ) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Webster City and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Webster City from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after substantial completion.

## Bidders Questions

Bidders shall submit questions in writing to the engineer a minimum of 10 days prior to bid to allow for a response.

## Title VI Compliance

The City of Webster City, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

## Completion of Work

The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals.

The Contractor shall have the project substantially complete by November 30, 2020. Substantially complete shall be defined as the owner ready to move in with all items within the plans and specifications are fully installed and operational with all improvements being ready for final acceptance and final walkthrough punchlist.

The Contractor shall fully complete the project by December 31, 2020. Fully complete shall be defined as all items within the plans and specifications are fully installed and operational with all punch list items created by the design team and owner completed.

Should the Contractor fail to fully complete the work by the completion date of December 31, 2020, liquidated damages of Five Hundred Dollars ( $\$ 500.00$ ) per calendar day will be assessed for work not completed.

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Webster City, Iowa.
Dated at Webster City, Iowa, this $\qquad$ day of $\qquad$ 2020.

Mayor John Hawkins
ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the ___ day of _, 2020.
Posted at Snyder and Associates Website on the $\qquad$ day of $\qquad$
Posted at Master Builders International Plan Room on the $\qquad$ day of , 2020. day of $\qquad$ , 2020.

January 13, 2020
Mr. Ken Wetzler
City of Webster City
400 Second Street
Webster City, IA 50595

## RE: Engineer's Opinion of Probable Cost

2020 Street Department Maintenance Building Project
Dear Ken:

Please find below our opinion of probable costs for the 2020 Street Department Maintenance Building Project.

The work involved is the furnishing of labor and new materials for performing the construction of the new Street Department Maintenance Building.

Opinion of Probable Construction Cost $=\$ 1,224,000$
Opinion of Probable Total Project Costs for all work is as follows:

Subtotal Construction Cost
Construction Contingency
Engineering, Construction and Admin.
$\$ 1,224,000$
\$61,500
\$104,500

Total Opinion of Probable Project Cost $=\$ 1,390,000$
Please let us know if you have any questions or need more information.

Sincerely,


Tyler VonWeihe, P.E.
SHUCK-BRITSON, INC.
cc: Brandon Bahrenfuss, City of Webster City

## WEBSTER CITY PLANNING AND ZONING COMMISSION MINUTES JANUARY 13, 2020

The meeting of the Webster City Planning and Zoning Commission was held on January 13, 2020. The meeting was called to order by Chairperson Steve Struchen at 6:00 P.M. at City Hall.

ROLL CALL: Present: Doug Bailey, Lynn Jaycox, Jill Burtnett, Barb Wollan, Jim Kumm, Shelby Kroona, Steve Struchen, Sabrina Wohlford Absent: Carolyn Cross

Also in attendance: Karla Wetzler, Planning Director<br>Pastor Eddie Fuentes

## REORGANIZATION SECTION.

It was moved by Jaycox and seconded by Bailey to nominate Steve Struchen as Chairperson, Carolyn Cross as Vice-Chairperson and Jim Kumm as Secretary for the year 2020.

ROLL CALL: Aye: Bailey, Jaycox, Burtnett, Wollan, Kumm, Kroona, Struchen, Wohlford Nay: NONE MOTION CARRIED.

Attendance records of Planning and Zoning Commission members were reviewed. No one missed more than $29 \%$ of the meetings so no action was taken.

## REGULAR MEETING SECTION.

It was moved by Wohlford and seconded by Bailey that the minutes of the November 12, 2019, meeting be approved as mailed to the Commission.

ROLL CALL: Aye: Jaycox, Burtnett, Wollan, Kumm, Kroona, Struchen, Wohlford, Bailey Nay: NONE MOTION CARRIED.

Petitions - Communications - Requests: Pastor Eddie Fuentes addressed the Commission as part of his due diligence regarding the purchase of a building for his church. He was requesting that a parcel be rezoned from $\mathrm{M}-1$ to $\mathrm{C}-3$. The Commission was receptive to his rezoning proposal; however, he was told he will have to fill out a Petition to Rezone, pay the filing fee, and appear formally before the Commission at a later date should he decide to move forward with his project.

It was moved by Jaycox and seconded by Bailey to recommend approval of the Minor Subdivision Plat of Hinderks Addition in Hamilton County, Iowa.

ROLL CALL: Aye: Burtnett, Wollan, Kumm, Kroona, Struchen, Wohlford, Bailey, Jaycox Nay: NONE MOTION CARRIED.

It was moved by Wollan and seconded by Jaycox to recommend approval of the Final Plat of Lynx Addition to Webster City, Iowa, subject to and contingent upon the City receiving the following:

1) $\$ 50,000$ performance bond or a check to be deposited in escrow account;
2) Signed easement with Bob Van Diest;
3) Acknowledgement from IDOT of participation in water issues;
4) Fully executed Storm Water Management Facility, Maintenance Covenant \&

Permanent Easement Agreement; and,
5) Compliant test results as per City Engineer.

ROLL CALL: Aye: Wollan, Kumm, Kroona, Struchen, Wohlford, Bailey, Jaycox, Burtnett Nay: NONE MOTION CARRIED.

Jim Kumm
Secretary

## MEMO

| TO: | City Manager <br> Mayor and City Council |
| :--- | :--- |
| FROM: | Planning Director |
| DATE: | January 14, 2020 |
| RE: | Minor Subdivision Plat of Hinderks Addition to Hamilton County, IA |

SUMMARY: The Minor Subdivision Plat of Hinderks Addition has been reviewed by City Staff and utility companies. The Planning \& Zoning Commission recommended approval of said plat at their January 13, 2020, meeting.

PREVIOUS COUNCIL ACTION: The Council has approved many minor subdivisions in the past. This is necessary before the plat can be recorded at the Courthouse.

BACKGROUND/DISCUSSION: Hinderks Addition is located on $210^{\text {th }}$ Street, north of the corporate limits of Webster City, in Hamilton County. It is located in the City's 2mile jurisdiction. It contains approximately 1.38 acres and is zoned R-5 (Suburban Residential) District. The seller is selling off the farmstead and retaining the farm ground.

All corrections on said plat have been made. All the accompanying documents required have been examined by the City Attorney and everything is in order for the City Council to approve said subdivision plat.

## FINANCIAL IMPLICATIONS: N/A

RECOMMENDATION: Approve this subdivision via the attached resolution.
ALTERNATIVES: The Council could deny said subdivision meeting the requirements stated in Chapter 44, Section 44-72(1) of the subdivision regulations:

1) Disapproval of Plat. In the event that said plat is disapproved by the Council, such disapproval shall be expressed in writing and shall point out wherein said proposed plat is objectionable.

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

RESOLUTION NO. 2020 - $\qquad$

## ACCEPTING AND APPROVING THE MINOR SUBDIVISION PLAT OF HINDERKS ADDITION TO HAMILTON COUNTY, IOWA.

WHEREAS, the Minor Subdivision Plat of Hinderks Addition to Hamilton County, Iowa, was filed on December 17, 2019, said plat being of the following described real estate, towit:

## A PARCEL OF LAND LOCATED IN THE SW1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:

## BEGINNING AT THE S1/4 CORNER OF SAID SECTION 29; THENCE SOUTH

 89²22'47" WEST 194.44 FEET ON THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 29; THENCE NORTH $00^{\circ} 38^{\prime} 06^{\prime \prime}$ WEST 316.16 FEET; THENCE NORTH $89^{\circ} 22^{\prime} 47^{\prime \prime}$ EAST 67.83 FEET; THENCE SOUTH $00^{\circ} 38^{\prime} 06^{\prime \prime}$ EAST 11.54 FEET; THENCE NORTH $89^{\circ} 22^{\prime} 477^{\prime \prime}$ EAST 126.61 FEET TO A POINT ON THE EAST LINE OF THE SAID SW1/4; THENCE SOUTH $00^{\circ} 38^{\prime} 06^{\prime \prime}$ EAST 304.62 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 0.22 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.FOR THE PURPOSE OF THIS SURVEY THE SOUTH LINE OF THE SAID SW1/4 WAS ASSUMED TO BEAR SOUTH $89^{\circ} 22^{\prime} 47^{\prime \prime}$ WEST.

WHEREAS, said Plat has heretofore been presented to the City Planning \& Zoning Commission and recommended for approval by the City Planning \& Zoning Commission on January 13, 2020.

WHEREAS, said plat appears to be in proper form and said plat should be approved.
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the Minor Subdivision Plat of Hinderks Addition to Hamilton County, Iowa, is hereby approved.

Passed and adopted this 20th day of January, 2020.

## CITY OF WEBSTER CITY, IOWA

(SEAL)
John Hawkins, Mayor

## ATTEST:

Karyl K. Bonjour, City Clerk


## LEGAL DESCRIPTION - MINOR SUBDIVISION PLAT OF HINDERKS ADDITION

A PARCEL OF LAND LOCATED IN THE SWI/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE S1/4 CORNER OF SAID SECTION 29; THENCE SOUTH $89^{\circ} 22^{\prime \prime} 47^{\prime \prime}$ WEST 194.44 FEET ON THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 29; THENCE NORTH 00'38'06" WEST 316.16 FEET; THENCE NORTH 89*22"47" EAST 67.83 FEET; THENCE SOUTH 00'38'06" EAST 11.54 FEET; THENCE NORTH $89^{\prime \prime} 22^{\prime \prime} 47^{\prime \prime}$ EAST 126.61 FEET TO A PONT ON THE EAST LINE OF THE SAID SW1/4; THENCE SOUTH 00'38'06" EAST 304.62 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 0.22 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THE PURPOSE OF THIS SURVEY THE SOUTH LINE OF THE SAID SW1/4 WAS ASSUMED TO BEAR SOUTH


## LEGAL DESCRIPTION - 50' MDE FARM FIELD ACCESS EASEMENT

A PERMANENT 50.00' WDE EASEMENT FOR FARM FIELD ACCESS LOCATED IN THE SW1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE S1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 89*22'47" WEST 270.00 FEET ON THE SOUTH LINE OF THE SWI/4 OF SAID SECTION 29; THENCE NORTH O0'39'43" WEST 50.00 FEET TO THE PONT OF BEGINNING; THENCE CONTINUING NORTH $00{ }^{\circ} 39^{\prime} 43^{\prime \prime}$ WEST 431.00 FEET; THENCE NORTH $89^{\circ} 22^{\prime \prime} 47^{\prime \prime}$ EAST 50.00 FEET; THENCE SOUTH $00^{\circ} 39^{\prime} 43^{\prime \prime}$ EAST 431.00 FEET; THENCE SOUTH $89^{\circ} 22^{*} 47^{\prime \prime}$ WEST 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.49 ACRES.

FOR THE PURPOSE OF THIS SURVEY THE SOUTH LINE OF THE SAID SWI/4 WAS ASSUMED TO BEAR SOUTH $89^{\circ} 22^{\prime} 47^{\prime \prime}$ WEST.

NOTES

OWNER \& DEVELOPER: WADE HINDERKS
1915 CARROLL STREET BOONE, IA 50036

SURVEYOR: DAVD L. WLBERDING P.L.S. \#10315
SCHLOTFELDT ENGINEERING, INC.

TOTAL ACRES: 1.38
TOTAL NUMBER OF LOTS: 1 MINIMUM LOT SIZE: 1.38 ACRES AVERAGE LOT SIZE: 1.38 ACRES MAXIMUM LOT SIZE: 1.38 ACRES

ZONING: R-5 SUBURBAN RESIDENTIAL
MINIMUM SETBACK REQUIREMENTS:
FRONT: 50 FEET
REAR: 50 FEET
SIDES: 10 FEET
FLOOD ZONE:
BY GRAPHIC PLOTTING ONLY. AS PER FIRM NUMBER 19079C01550. EFFECTIVE DATE DECEMBER 20, 2019. PROPERTY IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD.

THIS MINOR SUBDIVSION DOES NOT LIE WTHIN THE AIRPORT CONICAL ZONING LIMITS.
THE ERROR OF CLOSURE OF THE MINOR SUBDIVSION PLAT OF HINDERKS ADDITION DOES MEET OR EXCEED THE REQUIREMENTS OF THE CODE OF IOWA.

THIS MINOR SUBDIVSION IS CONNECTED TO CITY WATER.
THIS MINOR SUBDIVSION IS LOCATEO WITHIN ONE MILE OF CITY SANITARY SEWER. THE SANITARY SEWER IS LOCAJED AT ${ }^{\text {A }} 44$ THE DES MOINES STREET/212TH STREET INTERSECTION.

ALL BUILDINGS LOCATED IN THE SUBDIVSION ARE NOT IN COMPLIANCE WTH THE SETBACK REQUIREMENTS THEREFORE ARF CONSIDFRFD NON-CONFORMING.

LEGAL DESCRIPTION - MAINTENANCE AND ACCESS EASEMENT
A PERMANENT EASEMENT FOR MAINTENANCE AND ACCESS LOCATED IN THE SW1/4 SECTION 29. TOWNSHIP 89 NORTH, RANGE 25 WEST OF THE STH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:
COMMENCING AT THE S1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 89\%22*47* WEST 194.44 FEET ON THE SOUTH LINE OF THE SWI/4 OF SAID SECTION 29; THENCE NORTH $00^{\prime} 38^{\prime} 06^{\prime \prime}$ WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00'38'06" WEST 266.15 FEET; THENCE NORTH $89^{\prime} 22^{\prime} 47^{\prime \prime}$ EAST 67.83 FEET; THENCE SOUTH $00^{\circ} 38^{\prime} 06^{\prime \prime}$ EAST 11.54 FEET; THENCE NORTH $89^{\circ} 22^{\prime} 47^{\prime \prime}$ EAST 126.61 FEET TO A POINT ON THE EAST LINE OF THE SAID SW1/4; THENCE SOUTH $00^{\circ} 38^{\circ} 06^{\prime \prime}$ EAST 5.00 FEET ON SAID EAST LINE; THENCE SOUTH $89^{\prime \prime} 22^{\prime} 47^{\prime \prime}$ WEST 131.61 FEET; THENCE NORTH $00^{\circ} 38^{\prime \prime} 06^{\prime \prime}$ WEST 11.54 FEET; THENCE SOUTH $89^{\circ} 22^{\prime} 47^{\prime \prime}$ WEST $59.83 \mathrm{FEET}_{i}$ THENCE SOUTH $00^{\circ} 38^{\prime} 06^{\prime \prime}$ EAST 261.15 FEET; THENCE SOUTH 89*22'47" WEST 3.00 FEET TO THE POINT OF BEGNNING, CONTAINING 0.04 ACRES.

FOR THE PURPOSE OF THIS SURVEY THE SOUTH LINE OF THE SAID SW1/4 WAS ASSUMED TO BEAR SOUTH $89^{\circ} 22^{\prime} 47^{\prime}$ WEST.


LEGAL DESCRIPJION - ELECTRIC EASEMENT
A PERMANENT EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATING AND MAINTAINING AND INGRESS AND EGRESS OF AN EXISTING ELECTRIC LINE LOCATED IN THE SW1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:
COMMENGING AT THE S1/4 CORNER OF SAID SECTION 29; THENCE SOUTH 89'22'47" WEST 206.52 FEET ON THE SOUTH LINE OF THE SWH/4 OF SAID SECTION 29 ;
 POINT OF BEGINNING: THENCE NORTH O2'11'16" WEST 158.43 FEET; THENCE NORTH O7'23'14" WEST 23.13 FEET: THENCE NORTH 04*28'17" EAST 91.56 FEET; THENCE NORTH 02*57'39" EAST 100.70 FEET; THENCE NORTH O5' $7^{1} 16^{\circ}$ EAST 175.84 FEET; THENCE NORTH 06'31'36" EAST 148.27 FEET; THENCE NORTH 06'13'24" EAST 133.23 FEET; THENCE SOUTH $83^{\circ} 45^{\prime} 36^{\prime \prime}$ EAST 15.00 FEET; THENCE SOUTH 06"13'24" WEST 133.27 FEET; THENCE SOUTH 06*31'36" WEST 148.15 FEET; THENCE SOUTH $05^{\prime \prime} 17^{\prime} 16^{\prime \prime}$ WEST 152.64 FEET; THENCE SOUTH $89^{\circ} 23^{\prime} 38^{\prime \prime}$ WEST 4.64 FEET; THENCE SOUTH 00³8'56" EAST 60.19 FEET; THENCE SOUTH 02 ${ }^{\circ} 57^{\prime} 39^{\circ}{ }^{\circ}$ WEST 54.28 FEET; THENCE NORTH 62'05'25" EAST 107.68 FEET; THENCE NORTH $37^{\circ} 40^{\prime} 14^{\prime \prime}$ EAST 6.24 FEET; THENCE NORTH $89^{\circ} 19^{\circ} 23^{\prime \prime}$ EAST 3.89 FEET: THENCE NORTH $00{ }^{\circ} 43^{\prime} 54^{\prime \prime}$ WEST 8.00 FEET; THENCE NORTH 89'16'06" EAST 7.00 FEET; THENCE SOUTH 00.43'54" EAST 5.53 FEET: THENCE SOUTH $37^{\circ} 40^{\circ} 14^{\prime \prime}$ WEST 16.45 FEET; THENCE SOUTH 62'05'25" WEST 113.47 FEET; THENCE SOUTH 04*27'56" WEST 90.67 FEET; THENCE SOUTH $07^{\prime 2} 23^{\prime} 14^{\prime \prime}$ EAST 22.25 FEET; THENCE SOUTH 02" $11^{\prime \prime} 16^{\prime \prime}$ EAST 159.52 FEET: THENCE SOUTH $89^{\circ} 22^{\circ} 47^{\prime \prime}$ WEST 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES.

FOR THE PURPOSE OF THIS SURVEY THE SOUTH LINE OF THE SAID SWI/4 WAS ASSUMED TO BEAR SOUTH 89 $22^{\prime} 47^{\prime \prime}$ WEST.



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HERMM

\section*{CERTIFICATE OF PLANNING AND ZONING COMMISSION}

STEVEN I STRUCHEN. DO hEREBY CERTIFY THAT I AM THE CHARMAN OF THE PLANNING AND ZON.N COMMSSON OF THE CITY OF WEBSTER CITY, TWA. AND DO FURTHER CERTIFY THAT THE SAD PLANNING ANE ZONING COMM SION DID TAKE UNDER ADUSEMENT THE W NOR SUEDIUSION PLAT OF HINDERKS ADO ION IN HAMAL TON COUNTY, OWN. AND THAT SAD PLANNING AND ZONING COMMISSION DID ON THE - IDE 1 ION DAY OF -TOUCHY, 2020 APPROVE THE SAME AND DOES FURTHER RECOMMEND TO THE CITY COUNCIL OF THE CITY OF WEBSTER CITY. IOWA. THE ACCEPTANCE AND APPROVAL OF SAID SUEDIVSION



STEVEN J. STRUMMED, CARMAN PLANNING AND ZONING COMMISSION WEBSTER CITY, IOWA
state of iowa, hamilton county
 FOR THE COUNTY OF HAMILTON, STATE OF IOWA PERSONALLY APPEARED STEVEN J STRUCHEN. TO ME KNOWN TO BE THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEOCEO THAT they executed the same as their voluntary act and oeo


CERTIFICATE OF CITY CLERK
HOARY K BONJOUR, CITY CLERK OF THE CITY OF WEBSTER CITY, IOWA, DO HEREBY CERTIFY THAT THE CITY COUNCL OF THE CTY OF WEBSTER QTY. IOWA DID ADOPT A RESOLUTON APPROVNG THE MINOR SUBOIVSION PLAT OF HINDERS ADDITION IN HAMLTON COUNTY, IOWA SAID RESOLUTON WAS ADOPTED BY THE CITY COUNCIl OF SAID DATE THE FULL, TRUE, AND COMP, EDE RESOLUTION IS ON ANE APPROVED BY THE MAYOR OF SAID CITY ON SAIO dATE THE FULL TRUE. AND COMP ETEE RESOUÜION IS ON RECORO IN THE OFFICE OF THE SAID CITY CLERK OATES IN WEBSTER CITY, IOWA IHS oar of \(\qquad\) 2020

\section*{KARY K Bon jour city client \\ webster city. IOWA}

\section*{CITY ENGNEER'S CERIFICATE}

Jotun W HAGEMAADE. The engineer representing the city of webster city iowa do hereby certify that the boundary lines of the plat were mathematically checked and that they CONFORM MIT THE REQUIREMENTS AS PROVED FOR IN THE SUEDIVIS ON ORDINANCE. THAT ALL DIMENSIONS, BOTH Lineal and angular, necessary for the location of lots and easements fee shown


RESOLUTION NO. 2020 -

\section*{AUTHORIZING AND APPROVING EXECUTION OF A PURCHASE AGREEMENT BETWEEN THE CITY OF WEBSTER CITY, IOWA AND FIRST CONGREGATIONAL CHURCH}

WHEREAS, First Congregational Church has offered to sell the City of Webster City, Iowa, real estate owned by them and located at 1104 Willson Avenue, Webster City, Iowa; and,

WHEREAS, the property which is proposed to be sold to the City of Webster City, Iowa, is situated in an R-3 (Over Four-Unit Multiple-Family Dwelling) District and described as follows to-wit:

The North Half of Lots Seven and Eight in Block Twenty-five and a Strip of ground fifteen feet wide adjoining said lots on the north side and which strip is a vacated portion of Dubuque Street, all in the Original Town of Webster City, Iowa; AND

The South one-half of Lots 7 and 8, Block 25, Original Town of Webster City, lowa; ALSO DESCRIBED AS:

Lots 7 and 8, Block 25, and a strip of ground fifteen feet wide adjoining said lots on the north side and which strip is a vacated portion of Dubuque Street, all in the Original Town of Webster City, Iowa.

WHEREAS, Buyer agrees to purchase the property known as 1104 Willson Avenue, Webster City, Iowa, from the Sellers on or before February 7, 2020, at the agreed purchase price of \(\$ 25,000.00\), with adjustment for closing costs to be added or deducted from this amount; and,

WHEREAS, a Purchase Agreement between the City of Webster City, Iowa, and the First Congregational Church has been prepared and presented to the City Council to authorize its execution and approval thereof.

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

Section 1. The Purchase Agreement is presented to the City Council, and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the said document on behalf of the City of Webster City, Iowa.

Section 2. This Resolution, together with the Purchase Agreement, shall be effective immediately following its approval and execution.

Passed and adopted this \(20^{\text {th }}\) day of January, 2020.

\title{
CITY OF WEBSTER CITY, IOWA
}

John Hawkins, Mayor

\section*{ATTEST:}

Karyl K. Bonjour, City Clerk

\section*{RESIDENTIAL PURCHASE AGREEMENT}

TO: First Congregational Church (SELLERS)
The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Hamilton County, Iowa, locally known as 1104 Willson Avenue, Webster City, Iowa 50595 and legaily described as:

The North Half of Lots Seven and Eight in Block Twenty-five and a Strip of ground fifteen feet wide adjoining said lots on the north side and which strip is a vacated portion of Dubuque Street, all in the Original Town of Webster City, Iowa; AND

The South one-half of Lots 7 and 8, Block 25, Original Town of Webster City, Iowa; ALSO DESCRIBED AS:

Lots 7 and 8, Block 25, and a strip of ground fifteen feet wide adjoining said lots on the north side and which strip is a vacated portion of Dubuque Street, all in the Original Town of Webster City, Iowa.
together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:
1. PURCHASE PRICE. The Purchase Price shall be \(\$ 25,000.00\) and the method of payment shall be as follows:
\(\$ 0.00\) with this offer to be deposited upon acceptance of this offer and the balance of the Purchase Price: in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.
2. REAL ESTATE TAXES. A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. BUYERS shall pay all subsequent real estate taxes.
B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year.

BUYERS shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as
shown by the Assessor's Records on the date of possession.
3. SPECIAL ASSESSMENTS. A. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance. Sellers shall also be responsible for any and all charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing.
B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
C. BUYERS shall pay all other special assessments.
4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on February 7, 2020, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.
6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following: None

\section*{7. CONDITION OF PROPERTY.}
A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.
9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.
10. ENVIRONMENTAL MATTERS. (a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:
(b) BUYERS may at their expense, within 14 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hercunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \(\$ 0.00\) to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.
11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as
provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
12. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
13. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
14. REMEDIES OF THE PARTIES. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attomey fees as permitted by law.
15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.
16. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attomey's fees and costs) arising from or related to my breach of the foregoing certification.
17. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and
as masculine, feminine or neuter gender according to the context.
18. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
19. ADDITIONAL PROVISIONS: (check if applicable)
[ X ] A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before January 7, 2020, this Agreement shall be null and void and all payments male sill be retumed immediately to BUYERS.

Nathan lank
By: Sign and Print Name and Title
First Congregational Church (SELLER)
Address: 1104 Wilson Ave
Webster City, IA 50595

By: John Hawkins, Mayor
City of Webster City, Iowa, a Municipal Corporation (BUYER)

ATTEST: Karyl Bonjour, City Clerk
City of Webster City, Iowa,
a Municipal Corporation

RESOLUTION NO. 2020

\section*{RESOLUTION ACCEPTING AND APPROVING ACQUISITION OF PROPERTY GENERALLY LOCATED AT 313 BROADWAY STREET IN THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA.}

WHEREAS, Iowa Code Section 657A.10A allows cities to petition the courts for possession of vacant and dilapidated homes, of which no one will take responsibility for its condition, and

WHEREAS, the hereinafter described parcel contains a vacant dwelling that has been deemed dangerous and unsafe and does not meet the City of Webster City's respective municipal code sections, and

WHEREAS, the Iowa District Court for Hamilton County found:
1. That 313 Broadway Street is legally described as:

North 42.8 feet of Lot 22, Block 21, Wilson, Funk \& Co's. Addition to Webster City, Iowa, and the South 70 feet of Lots 1 and 2, Block 21, Wilson, Funk \& Co's. Addition to Webster City, Iowa.

This is a residence and not a commercial building. According to the evidence presented in this case, the property is unoccupied and has been vacant for more than six months. There are presently no utilities being provided to the property. There is a large presence of accumulation of uncut vegetation on the property.
2. That Respondent, Coralie Mechaelsen, by and through her legal Power of Attorney, Leann Olson, entered an answer to the Court on December 2, 2019, stating that they have, in fact, abandoned the property and make no further claim to said property.
3. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10A.

WHEREAS, the Iowa District Court for Hamilton County ordered, adjudged and decreed that the above described property is an abandoned property pursuant to Section 657A.10A and awarded title of said property to the City of Webster City, and

NOW THEREFORE BE IT RESOLVED by the City Council of Webster City, Iowa, that the above described property is accepted and approved for the purposes as described in Section 657A. 10A.

Passed and adopted this \(20^{\text {th }}\) day of January, 2020.

John Hawkins, Mayor

\section*{ATTEST:}

Karyl K. Bonjour, City Clerk

\section*{IN THE IOWA DISTRICT COURT FOR HAMILTON COUNTY}
\begin{tabular}{lll} 
CITY OF WEBSTER CITY, IOWA, & ) \\
Petitioner, & ) & \\
vs. & \\
& ) & \\
LOIS MAIER, NORMA RIMKE, UNKNOWN & ) & \\
HEIRS OF CORALIE MECHAELSEN, & ) \\
HAMILTON COUNTY, IOWA, TAX & \\
PARTNERSHIP 24, SUPERIOR PROPERTIES, & ) \\
And PARTIES-IN-POSSESSION, \\
Respondents. & ) \\
\hline
\end{tabular}

NOW on this \(13^{\text {th }}\) day of January, 2020, this matter came before the Court as scheduled for hearing. Present was Attomey Zachary S. Chizek representing the Petitioner, City of Webster City, lowa. No other attorneys or Respondents appeared.

The Court notes that proof of service on all parties has been shown. The Petition and Original Notice were posted on the property located at 313 Broadway Street, Webster City, Iowa, by the Hamilton County Sheriff's Office on July 9, 2019. Respondents, Hamilton County, Iowa, Tax Partnership 24 and Superior Properties were served by certified mail on or before July 17, 2019. The remaining Respondents were served by publication per the Court's Order on August 27, 2019, September 3, 2019 and September 10, 2019.

\section*{THE COURT MAKES THE FOLLOWING FINDINGS OF FACT:}
1. That 313 Broadway Street is legally described as:

North 42.8 feet of Lot 22, Block 21, Wilson, Funk \& Co's. Addition to Webster City, Iowa, and the South 70 feet of Lots 1 and 2, Block 21, Wilson, Funk \& Co's. Addition to Webster City, Iowa

This is a residence and not a commercial building. According to the evidence presented in this case, the property is unoccupied and has been vacant for more than six months. There are presently no utilities being provided to the property. There is a large presence of accumulation of uncut vegetation on the property.
2. That Respondent, Coralie Mechaelsen, by and through her legal Power of Attorney, Leann Olson, entered an answer to the Court on December 2, 2019, stating that they have, in fact, abandoned the property and make no further claim to said property.
3. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10A.
4. That no one appeared today to argue on behalf of any Respondents, nor did any of the Respondents appear personally. The Court hereby finds all Respondents to be in default in this matter.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the property cited above is an abandoned property pursuant to Section 657A.10A. Judgment is hereby ordered in
favor of the Petitioner, City of Webster City, Iowa, and the Court hereby awards title of this property to the City of Webster City, free and clear from any liens and encumbrances. The Clerk shall notify the Hamilton County Auditor's Office, Assessor's Office, Recorder's Office and Treasurer's Office, so that these offices may take note of this Order and adjust their records accordingly. Court costs shall be taxed to the Petitioner.


\section*{State of Iowa Courts}

\section*{Type: \\ ORDER FOR JUDGMENT}

\section*{Case Number Case Title EQCV029605 CITY OF WEBSTER CITY, IOWA VS. LOIS MATER, N RIME, ET AL}

So Ordered


RESOLUTION NO. 2020 -

\section*{AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CITY ATTORNEY COMPENSATION AGREEMENT FOR LEGAL SERVICES.}

WHEREAS, the Code of Ordinances of the City of Webster City, Iowa 2019 Chapter 2, Division 5, Section 2-206 provides that the City Council of the City of Webster City, Iowa shall appoint an attomey for the City of Webster City, Iowa; and,

WHEREAS, the City Council on January 7, 2019 appointed Zachary Chizek as the attorney for the City of Webster City for the two year term ending December 31, 2020; and,

WHEREAS the City Council desires to enter into a City Attorney Compensation Agreement with Zachary Chizek to perform legal services for the City for a three year term for the period January 1, 2020 until December 31, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, lowa, that the Mayor and City Clerk be authorized to enter into a City Attorney Compensation Agreement with Zachary Chizek to perform legal services for the City of Webster City and that the agreement is in effect upon execution by both parties.

Passed and adopted this \(20^{\text {th }}\) day of January, 2020.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

\section*{CITY ATTORNEY COMPENSATION AGREEMENT}

THIS AGREEMENT, made and entered into on the date listed below, by and between the City of Webster City, Iowa, hereinafter referred to as "the City", and Attorney Zachary Chizek, hereinafter referred to as "Chizek".

\section*{WITNESSETH:}

WHEREAS, the City desires to enter into a compensation agreement with Chizek to be their City Attorney.

WHEREAS, the parties desire to reduce to writing for formal execution this compensation agreement.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and conditions contained herein, the parties agree as follows:
1. That the City agrees to compensate Chizek the sum of \(\$ 70,000.00\) per year for the agreed upon term herein, which is to be paid in equal monthly payments.
2. That the agreed upon term entered into between the City and Chizek shall exist from January 1, 2020 until December 31, 2022.
3. That the City and Chizek agree that other charges that arise in the normal course of representing the City, which shall include, but not be limited to, court cost, recording fees and postage, will be billed monthly back to the City.
4. That this Agreement contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither has made any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges he/it has relied on its own judgment in entering into this Agreement.
5. That any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.
6. That the validity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
7. That this Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.
8. That the failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF the parties hereto execute this agreement at Webster City, Iowa on this \(\qquad\) day of January 2020.

City of Webster City, Iowa

By \(\qquad\)
John Hawkins, Mayor

ATTEST: \(\qquad\)
Karyl Bonjour, City Clerk

Zachary Chizek, Attorney

STATE OF IOWA, COUNTY OF HAMILTON: ss
On this \(\qquad\) day of January 2020, before me, the undersigned a Notary Public in and for the said State, personally appeared Zachary S. Chizek, to me personally known, who being by me duly sworn acknowledged the execution of said instrument to be his voluntary act and deed by his voluntarily executed.
\begin{tabular}{ll} 
TO: & \begin{tabular}{l} 
D. Jeffrey Sheridan, City Manager \\
Mayor and Council
\end{tabular} \\
FROM: & Ken Wetzler, Public Works Director \\
DATE: & January 10, 2020 \\
RE: & \(2018-19\) Electrical Underground Conversion Project - Change Order No. I
\end{tabular}

SUMMARY: This change order includes all materials, equipment, and labor needed to install additional underground services and rerouting.

PREVIOUS COUNCIL ACTION: Council awarded the contract to Primoris Aevenia Inc., Johnston, Iowa for the 2018-19 Electrical Underground Conversion Project on May 6th, 2019.

BACKGROUND/DISCUSSION: The scope of the change order is as follows:
1. Add 25 Units of Bid Item 2, added underground services
2. Add 22 Units of Bid Item 3, excess length of added services
3. 745 Cedar Street, relocate service route, add pedestal at Location 83 B , install 75 ft 350 kcmil secondary from Location 83A to 83B
4. 1404 Prospect, relocate transformer and add pedestal, install 350 kcmil secondary from new transformer location to pole 35 R , install 100 ft 350 kcmil secondary from new transformer location to new pedestal for service to 736 Boone.
5. 707 Cedar Street, add 2 " empty conduit on easement to 1425 Des Moines Street (stub for future extension to meter)
6. 1020 Boone Street, move pedestal 30 ft east, increase length of 350 kcmil secondary
7. 1440 Sunset Drive, add 115 ft \#4 secondary in \(1.25^{\prime \prime}\) conduit to feed street light at Sunset Drive \& Cedar Street
8. 1101 Betsy Lane, relocate pedestal that was incorrectly staked, increase length of 3 " conduit and 350 kcmil cable by 40 ft , decrease length of 2 " conduit with \#4 secondary by 40 ft .
9. 1125 Kathy Lane, add \(80 \mathrm{ft} 4 / 0\) secondary in 2 " conduit to feed a pedestal at Location 50 A that was not shown on original plans.

Original contract with Primoris Aevenia Inc., Johnston, Iowa
\$993,389.85
Additional work requested amounts
Revised Contract price
\$39,934.11
\$1,033,323.96
FINANCIAL IMPLICATIONS: This project is funded with Electrical Funds.
RECOMMENDATION: I recommend approving Change Order No. 1 per the attached resolution for the revised contract price of \(\$ 1,033,323.96\).

ALTERNATIVES: Not aware of any options at this point.
CITYHPANAGER COMMENTS: I concur with the Director of Public Works recommendation.

\section*{RESOLUTION NO. 2020 -}

\section*{APPROVING CHANGE ORDER NUMBER 1 TO THE 2018-19 ELECTRICAL UNDERGROUND CONVERSION PROJECT WITH PRIMORIS AEVENIA, INC. JOHNSTON, IOWA}

WHEREAS, on May 6, 2019, the City Council of the City of Webster City, lowa, did enter into a contract with Primoris Aevenia, Inc. Johnston, Iowa, for completion of the 2018-19 Electrical Conversion Project; and

WHEREAS, contract Change Order No. 1 has been prepared as follows:
Reason for change: Field changes as a result of the increase in the number of customer's desiring underground service.

By virtue of such changes in the Contract, the following revisions shall be made in the Contract price:
Original Contract Price ........................................................... \$993,389.85
Net Change (add) .................................................................... \$39,934.11
Revised Contract Price \$1,033,323.96

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, lowa, that Change Order No. 1 to the 2018-19 Electrical Underground Conversion Project contract with Primoris Aevenia, Inc., Johnston, lowa, as described above and attached hereto is hereby approved.

Passed and adopted this \(20^{\text {th }}\) day of January, 2020.

> John Hawkins, Mayor

ATTEST:
Karyl K. Bonjour, City Clerk
\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{4}{|l|}{CHANGE ORDER NO. 1} \\
\hline \multicolumn{4}{|l|}{Owner: City of Webster City} \\
\hline \multicolumn{4}{|l|}{Contractor: Primoris Aevenia} \\
\hline \multicolumn{4}{|l|}{Project: 2018-19 Electrical Underground Conversion Pro} \\
\hline \multicolumn{4}{|l|}{Date Jan. 2, 2020} \\
\hline \multicolumn{4}{|l|}{Original Contract Amount \$ 993,389.85} \\
\hline \multicolumn{4}{|l|}{Previous Change Order Adjustments \$} \\
\hline \multicolumn{4}{|l|}{Amount of this Change Order \(\quad \$\)} \\
\hline \multicolumn{4}{|l|}{Current Value of Contract \$ 1,033,323.96} \\
\hline \multicolumn{4}{|l|}{Items included in this Change Order} \\
\hline \multicolumn{4}{|l|}{Item Description Amount} \\
\hline \multicolumn{4}{|l|}{1 Add 25 Units of Bid Item 2, added underground services @ \$729.10/ea \({ }^{\text {a }}\) ( \({ }^{\text {a }}\) (8,227.50} \\
\hline \multicolumn{4}{|l|}{2 Add 22 Units of Bid Item 3. excess length of added services @ \$68.77/ea \$ 1,512.94} \\
\hline \multicolumn{4}{|l|}{3745 Cedar, Relocate service route, add pedestal at Location 83B, install \(75 \mathrm{ft} 350 \mathrm{kcmil} \$ 2,533.75\) secondary from Location 83A to 83B} \\
\hline \multicolumn{4}{|l|}{41404 Prospect, Relocate transformer and add pedestal, install 350 kcmil secondary \(\mathbf{\$} \mathbf{6 , 2 4 9 . 0 0}\) from new transformer location to pole 35R, install 100 ft 350 kcmil secondary from new transformer location to new pedestal for service to 736 Boone} \\
\hline \multicolumn{4}{|l|}{5707 Cedar, Add \(2^{\prime \prime}\) empty conduit on easement to 1425 Des Moines St., stub for future \(\$ 1,673.42\) extension to meter} \\
\hline \multicolumn{4}{|l|}{61020 Boone, Move pedestal 30 ft east, increase length of 350 kcmil secondary \(\quad \$ 765.00\)} \\
\hline \multicolumn{4}{|l|}{71440 Sunset, Add \(115 \mathrm{ft} \# 4\) secondary in \(\mathbf{1 . 2 5 "}\) conduit to feed street light at Sunset Dr. \$ \(\quad \mathbf{3 , 4 1 7 . 5 0}\) \& Cedar St.} \\
\hline \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
81101 Betsy, Relocate pedestal that was incorrectly staked, increase length of \(3^{\prime \prime}\) conduit and 350 kcmil secondary by 40 ft , decrease length of \(2^{1 "}\) conduit and \#4 secondary by 40 ft . \\
91125 Kathy, Add B0 ft \(4 / 0\) secondary in 2" condit to feed a pedestal at Location 50A that was not shown on original plans.
\end{tabular}}} & \$ & 2,215.00 \\
\hline & & \$ & 3,340.00 \\
\hline \multicolumn{2}{|l|}{Total Value of Change Order} & \$ & 39,934.11 \\
\hline
\end{tabular}

Recommended for Approval
Allan Powers, P.E. \(\quad\) Date \(\quad 1 / 2 / 2020\)
\(P \& E\) Engineering Co.

Approved

For Webster City
Date \(\qquad\)


\section*{MEMORANDUM}

\author{
TO: D. Jeffrey Sheridan, City Manager \\ Ken Wetzler, Public Works Director \\ Mayor and Council \\ FROM : Matt Alcazar, Engineering Tech/Project Coordinator \\ DATE: January 15, 2020 \\ RE: \(\quad 2020\) Tree Stump Removal Service Agreement
}

SUMMARY: This Agreement is for the 2020 Tree Stump Removal Service. The stumps to be removed are from a list provided by the Electric Utility Line Clearance and Incidents Reports.

PREVIOUS COUNCIL ACTION: Previous Councils have authorized agreements based on a per inch cost for stump removal.

BACKGROUND/DISCUSSION: The contractor will be responsible to complete the current list as soon as possible and to fulfill any future lists of stumps provided by the City until the end of the calendar year. The agreement spells out stumps are to be ground to 12 " depth then backfilled with black dirt and seeded.

Requests for proposals were solicited from 12 Tree Stump Removal Contractors (list attached) with 4 being received as follows:
CONTRACTOR
Robb's Tree and Stump Service
Jim's Tree Service \& Construction
Arbor Pro Tree Service
Finco Tree Service

\section*{AMOUNT OF PROPOSAL}
\(\$ 2.25\) per inch
\(\$ 3.00\) per inch
\(\$ 3.20\) per inch
\(\$ 6.00\) per inch

\section*{FINANCIAL IMPLICATIONS:}

We have funds available from the Parks \& Recreation General fund for hiring a contractor to grind the stumps.

RECOMMENDATION: I recommend entering into an agreement with Robb's Tree \& Stump Service, Story City, Iowa to perform the service.

ALTERNATIVES: We could reject any and all bids and rebid, or perform the service "in house". However, currently we don't have the staff or equipment to perform this service.

PUBLIC WORKS DIRECTOR COMMENTS: Recommend approval of the attached resolution to enter into an agreement with Robb's Tree \& Stump Service, Story City, Iowa.

CITY MANAGER COMMENTS: I concur with the above recommendation.

RESOLUTION NO. 2020 - \(\qquad\)
AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ROBB'S TREE \& STUMP SERVICE, STORY CITY, IOWA PROVIDING FOR 2020 TREE STUMP REMOVAL SERVICES

WHEREAS, requests for proposals were solicited from tree stump removal contractors as required by law for the 2020 Tree Stump Removal Service Agreement; and,

WHEREAS, all of the said proposals have been carefully considered, and it is necessary and advisable that provisions be made for entering into a written agreement for the service;

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

SECTION 1. The proposal for the service submitted by the following contractor is fully responsive to the plans and specifications for the service, heretofore approved by the Council, and is the lowest responsible proposal received, such proposal being as follows:

\section*{NAME AND ADDRESS OF CONTRACTOR}

Robb's Tree \& Stump Service, Story City, lowa

\section*{AMOUNT OF PROPOSAL}
\(\$ 2.25\) per inch

SECTION 2. The agreement for the Services be and the same is hereby entered into with said contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each stump removal service furnished. The said agreement is to be subject to the terms of the aforementioned proposal, the plans and specifications and the terms of the bidder's written proposal.

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

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

Passed and adopted this \(20^{\text {th }}\) day of January, 2020.

\section*{ATTEST:}

\footnotetext{
Karyl K. Bonjour, City Clerk
}

Arbor Pro
1343 13 \({ }^{\text {th }}\) Ave. N.
Fort Dodge, Ia. 50501
515-570-5577
Arbor Way All About Trees, LLC
\(7117220^{\text {th }} \mathrm{St}\)
Colo, la. 50056
320-360-2151
Cutting Edge Tree Service
400 Monroe Ave. Suite 8
Mason City, Ia. 50401
641-424-6808
Finco Tree Service
52724 280th
Kelley, Ia. 50134
515-231-4346
Frye's Tree Service
P.O. Box 244

Webster City, Ia. 50595
515-832-3773
Jim's Tree Service
1339 E. Second St.
Webster City, Ia. 50595
515-832-6863
Robb's Tree\& Stump Service
228 Summit Dr.
Story City, Ia. 50248
515-520-7175

Weiss Tree Service, Inc.
60953 190th
Navada, Ia. 50201
Wright Tree Service, Inc.
P.O. Box 1718

Des Moines, Ia. 50306
515-277-6291

Powers Tree Service
3363 Zebulon Ave.
Farnhamville, Ia. 50538
515-571-7707

Elite Tree
P.O. Box 145

Tama Ia. 52339
641-651-0194
Goodpaster Tree Service.
3900 Millards Lane.
Webster City, Ia. 50595
515-835-0639

\title{
AGREEMENT FOR CONSTRUCTION SERVICES 2020 Tree Stump Removal Services
}

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and Robb's Tree \& Stump Service ("Contractor").

For and in consideration of the mutual covenants contained herein, the parties agree as follows:
1. Scope of Work. Contractor shall perform in a competent and professional manner the Scope of Work as set forth as follows.
A. The stump will need to be removed not less than 12 " deep. The bid needs to be submitted on a per inch basis with the measurement of the stump being taken on the diameter or across the top of it.
B. The City right-of-way which includes the chipping and removing of the stump, cleanup of the site, filling the hole back in with dirt to make level with the surrounding ground and seeding.
C. The contractor is responsible for calling lowa One Call to receive the proper locates for each stump to be removed.
D. Contractor will supply the Project Coordinator an Itemized list of the Stump locations, Inches, and cost of removal.
2. Completion. Contractor shall commence work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with Contractor skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than December 31, 2020. Upon request of the City, Contractor shall submit, for the City's approval, a schedule for the performance of Contractor's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project coordinator for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Contractor.
3. Payment. In consideration of the work performed, City shall pay Contractor on a time and expense basis for all work performed. The unit prices for work performed by Contractor shall not exceed those unit prices set forth in Itemized list of Stump locations, Inches, and cost of removal appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Contractor shall not initially exceed \(\$ 2.25\) / inch. Contractor shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Contractor within ten days from receipt of the Contractor's bill.
A. The City of Webster City is set up to pay Accounts Payable (AP) twice each month. All bills are to be approved by the City Council at their regularly scheduled meetings which are the \(1^{\text {st }}\) and \(3^{\text {rd }}\) Monday's of each month. The AP checks are mailed out the following day. We will need your invoice by 5:00 p.m. on the Tuesday prior to the council meeting. The invoice you submit for payment must be itemized by stump address/location, diameter of the stump in inches and the cost per stump. You can mail the invoice to my attention at: Project Coordinator, City of Webster City, P.O. Box 217, Webster City, IA 50595; e-mail to malcazar@webstercity.com or fax to 515-832-6686.
4. Non-Assignability. Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Contractor of any of the responsibilities or obligations under this agreement. Contractor shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Contractor to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
5. Termination. The Contractor or the City may terminate this Agreement, by giving to the other party thirty (30) days written notice. Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.
6. Covenant Against Contingent Fees. The Contractor warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract.
7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts
of Contractor's agents, employees, servants and subcontractors during the performance of this contract. Contractor shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor and/or Contractor's employees engaged in the performance of the services agreed to herein.
8. Indemnification. Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. If it is determined by the final judgment of a court of competent jurisdiction agreed between the Parties or decided by any other method that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

\section*{9. Contractor Insurance Requirements}
A. Contractor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
B. The contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
C. The insurance to be maintained by Contractor shall be written as follows:

Workers Compensation and Employers Liability Insurance as prescribed by lowa law or the minimum limits shown below

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

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

This insurance must include the following features:
3. The Contractor will need to file with the City Clerk a public liability insurance policy, insuring against any loss that the City or any person may sustain arising out of or in connection with such services performed. The insurance coverage shall include not less than \(\$ 10,000.00\) property damage, \(\$ 25,000.00\) for a single personal injury or death and with limits of not less than \(\$ 50,000.00\) for multiple injuries or death. This coverage shall be in addition to automobile public liability insurance required for any vehicle or equipment operated by the Contractor in conducting business.
4. Additional Insured - The Contractor will include the City or Utility as additional insured on all policies except Workers' Compensation as respects all work performed. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.
5. Insurance Certificates - Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of lowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this Contract.
6. The following clauses will be added to all liability coverages:

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

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

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.
E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insured. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
F. The certificate of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
G. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the lowa Tort Liability of Governmental Subdivisions, Chapter 670, lowa Code.
10. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.
11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.
12. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

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

\section*{Contractor:}

Robb's Tree \& Stump Service 228 Summit Drive
Story City, Iowa 50248
13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.
14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
15. Execution of Agreement by City. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. General Terms.
(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.
(b) If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.
(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.
(d) This agreement shall be govemed by the laws of the State of lowa as from time to time in effect.

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

CITY OF WEBSTER CITY, IOWA:

By: \(\qquad\)
John Hawkins
Title: Mayor
Date: \(\qquad\)
ATTEST:

Karyl K. Bonjour, City Clerk

\section*{CONTRACTOR:}

WITNESSED BY:
Company:

By: \(\qquad\)

Title: \(\qquad\)

Date: \(\qquad\)

\section*{ELECTRIC REPORT FOR THE MONTH OF DECEMBER 2019}
(Production Month-November 2019; Billing Month (Due) - December 2019
\begin{tabular}{|c|c|c|c|c|}
\hline & MONTH December & Year to Date 2019 & \begin{tabular}{l}
MONTH \\
December
\end{tabular} & Year to Date 2018 \\
\hline TOTAL PURCHASED POWER K.W. & 9,124,661 & 107,848,470 & 9,035,846 & 115,137,386 \\
\hline Gross K.W. Generated For Maint. & 4,690 & 456,970 & 8,660 & 43,520 \\
\hline For Corn Belt & 0 & 204,380 & 0 & 159,730 \\
\hline Station Power K.W. & 20,269 & 231,061 & 24,935 & 258,857 \\
\hline NET K.W.TO BOARD & 9,104,392 & 107,617,409 & 9,010,911 & 114,878,529 \\
\hline \multicolumn{5}{|l|}{Billed by Clerk's Office to Customers K.W:} \\
\hline Commercial Sales & 2,144,759 & 25,790,378 & 2,255,498 & 25,927,760 \\
\hline Industrial Sales & 2,627,795 & 32,306,005 & 2,906,873 & 38,012,094 \\
\hline Residential Sales & 2,583,532 & 31,579,158 & 2,696,812 & 32,875,321 \\
\hline Sales for Resale-Wholesale & 942,500 & 8,332,900 & 906,700 & 8,625,000 \\
\hline City Departments \& Street Lights & 474,168 & 5,144,877 & 393,718 & 5,057,633 \\
\hline KILOWATTS UNACCOUNTED & 331,638 & 4,464,091 & \((148,690)\) & 4,380,721 \\
\hline Percentage of Unaccounted for & 3.64\% & 4.15\% & -1.65\% & 3.81\% \\
\hline LOAD COMPARISON & 2019 & & 2018 & \\
\hline Peak K.W. Demand & 16,690 & & 16,504 & \\
\hline Purchased Power & 9,124,661 & & 9,035,846 & \\
\hline Net to Board & 9,104,392 & & 9,010,911 & \\
\hline REMARKS: & & & & \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
\hline & MONTH December & Year to Date 2019 & MONTH December & Year to Date 2018 \\
\hline Total gallons flow & 55,262,000 & 703,569,000 & 48,440,000 & 791,950,000 gal \\
\hline Average daily flow & 1,782,645 & & 1,562,580 & gal/c \\
\hline Percentage treated & 100 & & 100 & \% \\
\hline Total gallons raw sludge & 124,560 & 1,435,851 & 106,133 & 1,503,974 gal \\
\hline Total gallons digested sludge out & 0 & & 0 & gal \\
\hline Total gallons sludge transferred to storage tank & 145,700 & & 119,380 & gal \\
\hline Total gallons supernatant returned & 0 & & 0 & gal \\
\hline Methane gas produced & 180,288 & & 95,082 & cu.ft \\
\hline Average effluent CBOD ( \(25 \mathrm{mg} / \mathrm{l}\) aver. \(40 \mathrm{mg} / \mathrm{I}\) max.) & 7.4 & & 6.5 & mg/l \\
\hline Number of days max. limit was exceeded & 0 & & 0 & da \\
\hline Average \% removal & 96 & & 97 & \% \\
\hline Average effluent suspended solids ( \(30 \mathrm{mg} / \mathrm{l}\) aver. \(45 \mathrm{mg} / \mathrm{l}\) max.) & 9.6 & & 9 & mg/l \\
\hline Number of days max. limit was exceeded & 0 & & 0 & da \\
\hline Average percent removal & 93.7 & & 98 & \% \\
\hline Average effluent ammonia nitrogen "Dec" ( \(4.0 \mathrm{mg} / \mathrm{l}\) average, \(16.0 \mathrm{mg} / \mathrm{max}\). limitation) & 1.51 & & <1 & mg/l \\
\hline Number of days max. limit was exceeded & 0 & & 0 & da \\
\hline
\end{tabular}

WATER PLANT REPORT FOR THE MONTH OF DECEMBER 2019
(Production Month-November 2019 Billing Month (Due) - December 2019)
\begin{tabular}{|c|c|c|c|c|}
\hline & MONTH December & Year to Date 2019 & MONTH December & Year to Date 2018 \\
\hline Total Gallons Pumped from Wells & 22,633,000 & 281,556,000 & 20,770,000 & 273,767,000 \\
\hline Average Gallons Pumped & \((730,096)\) & & \((670,000)\) & \\
\hline Gallons for Sludge & 42,300 & 601,600 & 44,650 & 672,100 \\
\hline Total Gallons to Water Plant & 22,590,700 & 280,954,400 & 20,725,350 & 273,094,900 \\
\hline Gallons to Distribution System From From Water Plant (Effluent reading) & 24,732,000 & 311,774,000 & 22,788,000 & 301,787,000 \\
\hline TOTAL TO SYSTEM - CUBIC FEET & 3,306,187 & 41,678,119 & 3,046,312 & 40,343,050 \\
\hline Billed by Clerk's Office to Customers Cubic Feet & 2,445,200 & 28,418,900 & 2,513,300 & 29,143,300 \\
\hline Billed by City Departments & & & & \\
\hline Cubic Feet & 83,500 & 1,636,100 & 38,100 & 1,789,500 \\
\hline Used by City Departments, but not billed-estimated Cubic Feet & & & & \\
\hline Fire & 0 & 0 & 0 & 0 \\
\hline Meter & 0 & 0 & 0 & 0 \\
\hline Sew. Disp. & 0 & 0 & 0 & 0 \\
\hline Street,Water,SewerDistribution,Line est (main breaks, hydrant flush,sewer, valve rpr, w.tower, line dept & 78,604 & 980,007 & 78,604 & 851,414 \\
\hline Water Plant filter backwash & 127,050 & 1,524,600 & 127,050 & 1,524,600 \\
\hline Ground storage tank loss & & & & \\
\hline Recreation-Drink.Fount. & 0 & 26,988 & 0 & 26,988 \\
\hline Cemetery & 0 & 2,400 & 0 & 2,400 \\
\hline Change in Distribution System & 0 & 0 & 0 & 0 \\
\hline Used by Contractor & 0 & 0 & 0 & 0 \\
\hline CUBIC FEET UNACCOUNTED FOR & 571,833 & 9,089,124 & 289,258 & 7,004,848 \\
\hline Percentage of Unaccounted for & 17.30\% & 21.81\% & 9.50\% & 17.36\% \\
\hline NOTE: 18 loads of lime sludge hauled to farm ground & & & \multicolumn{2}{|l|}{NOTE:19 loads of lime sludge hauled to farm ground} \\
\hline
\end{tabular}

\section*{REMARKS:}

CITY OF WEBSTER CITY, IOWA - UTILITY REPORT ELECTRIC UTILITY PURCHASES \& SALES - 2019

\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline Billings By Type of Serv-kWh & Commercial & Industrial & City Depts \& Street Lights & Residential & Wholesale & Station Power-N/C & Billed \& Sta. Pwi
Total & Previous Year Bill\&Sta.Pwr Tot \\
\hline Jan 2019 & 2,061,773 & 2,489,565 & 508,600 & 2,689,276 & 714,600 & 30,498 & 8,494,312 & 9,819,207 \\
\hline Feb 2019 & 2,520,056 & 2,577,779 & 525,967 & 3,106,070 & 737,300 & 32,544 & 9,499,716 & 9,391,375 \\
\hline Mar 2019 & 2,035,774 & 2,300,346 & 445,301 & 2,628,097 & 699,900 & 34,432 & 8,143,850 & 8,197,721 \\
\hline Apr 2019 & 1,987,104 & 2,575,765 & 453,227 & 2,133,813 & 646,700 & 23,391 & 7,820,000 & 9,073,706 \\
\hline May 2019 & 1,918,844 & 2,626,783 & 375,265 & 1,926,538 & 543,400 & 14,609 & 7,405,439 & 7,417,238 \\
\hline Jun 2019 & 2,083,098 & 2,836,749 & 414,852 & 2,218,972 & 614,200 & 14,072 & 8,181,943 & 9,857,310 \\
\hline July 2019 & 2,100,289 & 2,665,081 & 357,749 & 3,040,817 & 652,700 & 10,908 & 8,827,544 & 9,734,648 \\
\hline Aug 2019 & 2,482,601 & 3,053,745 & 393,492 & 3,565,555 & 800,300 & 14,064 & 10,309,757 & 10,740,058 \\
\hline Sep 2019 & 2,427,881 & 3,102,944 & 388,741 & 2,914,659 & 752,800 & 12,640 & 9,599,665 & 10,453,721 \\
\hline Oct 2019 & 2,066,783 & 2,679,746 & 366,088 & 2,356,132 & 591,500 & 12,175 & 8,074,424 & 8,554,865 \\
\hline Nov 2019 & 1,959,416 & 2,769,707 & 441.427 & 2,415,707 & 637,000 & 11,459 & 8,234,716 & 8,332,280 \\
\hline Dec 2019 & 2,144,759 & 2,627,795 & 474,168 & 2,583,532 & 942,500 & 20,269 & 8,793,023 & 9,184,536 \\
\hline TOTALS & 25,790,378 & 32,306,005 & 5,144,877 & 31,579,168 & 8,332,900 & 231,061 & 103,384,389 & 110.756,665 \\
\hline BILLING AMOUNT & Commercial
Sales & Industrial Sales & City Depts. \& St. Light Sales & \[
\begin{gathered}
\text { Residential } \\
\text { Sales } \\
\hline
\end{gathered}
\] & Wholesale Sales & Station Power & TOTAL SALES & PREVIOUS YEAR \\
\hline Jan 2019 & \$242,325.53 & \$245,835.2? & \$52,230,85 & \$347,822.31 & \$69,757.27 & N/C & \$957.971.18 & \$1,011.484.84 \\
\hline Feb 2019 & \$285,353.99 & \$208.653.74 & \$53,731.58 & \$386,393.42 & \$73,227.80 & N/C & \$1,007.360.53 & \$966,180.44 \\
\hline Mar 2019 & \$239,840.39 & \$184,550.29 & \$46,367.62 & \$342,469.71 & \$69,024.66 & \(\mathrm{N} / \mathrm{C}\) & \$882,252.67 & \$901,486.25 \\
\hline Apr 2019 & \$236,014.67 & \$231,361,10 & \$46.401.73 & \$296,698.58 & \$64.875.31 & \(\mathrm{N} / \mathrm{C}\) & \$875,351.39 & \$936,318.83 \\
\hline May 2019 & \$229,804.96 & \$249,123.00 & \$40,947.02 & \$276,860.58 & \$55,213.17 & \(N / C\) & \$851,948.73 & \$844,962.49 \\
\hline Jun 2019 & \$245,102.84 & \$246,169,89 & \$43,033.79 & \$304,368.14 & \$62,202.34 & N/C & \$900,877.00 & \$977,639.64 \\
\hline July 2019 & \$246.685.44 & \$201,975.56 & \$38,994.21 & \$381,439.34 & \$71,039.74 & N/C & \$940,134.29 & \$1,003,018.71 \\
\hline Aug 2019 & \$284,708.59 & \$250,479.55 & \$42,636.66 & \$433,357.09 & \$78,493.71 & N/C & \$1,089,675.60 & \$1,113,196.30 \\
\hline Sep 2019 & \$279.634.24 & \$277,042.25 & \$41,708.81 & \$371,816.82 & \$71,150.63 & N/C & \$1,041,352.75 & \$1,073,376.69 \\
\hline Oct 2019 & \$247,532.91 & \$259,895.34 & \$39,881.30 & \$317,549.57 & \$65,086.20 & N/C & \$929,945.32 & \$969,996.22 \\
\hline Nov 2019 & \$235,401.30 & \$248,303.32 & \$45,854.23 & \$324,796.19 & \$64,784.39 & N/C & \$919,139.43 & \$910,378.84 \\
\hline Dec 2019 & \$253,111.58 & \$214,783.79 & \$48,514.74 & \$341,325.99 & \$88,134.34 & N/C & \$945,870.44 & \$958,572.17 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline TOTALS & \$3,025,516.44 & \$2,818,173.05 & \$540,302.54 & \$4,124,897.74 & \$832,989.56 & \$11,341,879.33 & \$11,666,611.42 \\
\hline Number of Customers & Commercial & Industrial & City Depts \& St. Lights & Residential & Wholesale & Total & Previous Year \\
\hline Jan 2019 & 510 & 8 & 45 & 3,843 & 3 & 4,409 & 4,401 \\
\hline Feb 2019 & 512 & 8 & 45 & 3,842 & 3 & 4,410 & 4,405 \\
\hline Mar 2019 & 515 & 8 & 44 & 3,834 & 3 & 4,404 & 4,421 \\
\hline Apr 2019 & 519 & 8 & 48 & 3,859 & 3 & 4.437 & 4,414 \\
\hline May 2019 & 522 & 8 & 48 & 3,847 & 3 & 4.428 & 4,412 \\
\hline Jun 2019 & 517 & 8 & 48 & 3,858 & 3 & 4,434 & 4,420 \\
\hline July 2019 & 519 & 8 & 48 & 3,859 & 3 & 4.437 & 4,399 \\
\hline Aug 2019 & 519 & 8 & 48 & 3,857 & 3 & 4,435 & 4,425 \\
\hline Sep 2019 & 522 & 8 & 49 & 3,843 & 3 & 4,425 & 4,402 \\
\hline Oct 2019 & 526 & 8 & 49 & 3,872 & 3 & 4,458 & 4,421 \\
\hline Nov 2019 & 521 & 8 & 45 & 3,846 & 3 & 4,423 & 4,419 \\
\hline Dec 2019 & 526 & 8 & 45 & 3,874 & 3 & 4,456 & 4,425 \\
\hline
\end{tabular}

\section*{WATER UTILITY PRODUCTION SALES \& USAGE 2019}




FEE



DATE
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline DAT & TIME & & REASON & ACTIVITY & FINDING & ACTION & N REASON: \\
\hline 12/2/2019 & 11:20 AM & \[
\begin{array}{|l|l|}
\hline 1 \quad 407 \text { Closz Drive (Maid-Rite Sign) } \\
\hline \text { Follow-Up (Send' Letter) } \\
\hline
\end{array}
\] & 4 & 22 & 31 & 47 & 01 Routine Inspection \\
\hline 12/2/2019 & 11:40 AM & \[
\begin{array}{|l|l|}
\hline 2 & 1112 \text { Third Street (Junk in Yard) } \\
\hline \text { Complied w/Letter (PASSED) } \\
\hline
\end{array}
\] & 4 & 22 & 30 & 40 & 03 Routine re-Inspection 04 Complaint Re-Insp. \\
\hline 12/2/2019 & 3:29 PM & \[
\begin{array}{|l|l|}
\hline 3 & 915 \text { E High Street (Junk in Yard) } \\
\hline \text { Property behind Address (NO Change) } \\
\hline
\end{array}
\] & 4 & 22 & 30 & 40 & OS Permit Research ACTIVITY: \\
\hline 12/3/2019 & 3:07 PM & \begin{tabular}{l}
42329 Grand Street (Family Room Addition) \\
Final Inspection (PASSED)
\end{tabular} & 1 & 13(e) & 30 & 40 & 10 Mechanical 11 Plumbing \\
\hline 12/3/2019 & 4:03 PM & \begin{tabular}{l}
\(5 \quad 814\) Superior Street (Dollar General) \\
\hline D.B.I. (2 Week on 30 day Window)(NO Change)
\end{tabular} & 4 & 19 & 31 & 47 & \begin{tabular}{l}
a. Service-Sewer-Water \\
b. Rough In
\end{tabular} \\
\hline 12/4/2019 & 9:14 AM & \(6 \quad 240\) Mackinlay Kantor Drive (Add-On) Site Survey ( \(20^{\prime} \times 20^{\prime}\) Attached Lean-To) & 5 & 13 & 30 & 40 & \begin{tabular}{l}
c. Under Slab \\
d. Final
\end{tabular} \\
\hline 12/4/2019 & 11:01 AM & \begin{tabular}{l}
7 Edgewood Addition (NEW Side Walks) \\
Site Visit \& Walk-Through
\end{tabular} & 5 & 13 & 30 & 40 & \begin{tabular}{l}
12 Electrical \\
a. Service
\end{tabular} \\
\hline 12/4/2019 & 11:17 AM & 8709 Oakwood Drive (NEW Conts.) Spoke w/Builders to fix joist hanger & 3 & 13(c) & 30 & 40 & \begin{tabular}{l}
b. Rough In \\
c. Final
\end{tabular} \\
\hline 12/4/2019 & 1:36 PM & \begin{tabular}{l}
9827 Water Street (City Rehab House) \\
Site Visit \& Update for City Council
\end{tabular} & 3 & 13 & 30 & 40 & \begin{tabular}{l}
13 Building \\
a. Zoning
\end{tabular} \\
\hline 12/4/2019 & 9:18 PM & 10836 Water Street (No-Conforming Deck) Follow-Up (PASSED) & 3 & 13 & 30 & 40 & \begin{tabular}{l}
b. Footing \\
c. Framing
\end{tabular} \\
\hline 12/4/2019 & 1:57 PM & \begin{tabular}{l}
111112 Third Street (Camper) \\
Sent Second Letter (12/04/2019)(10 day Window)
\end{tabular} & 3 & 22 & 31 & 41 & \begin{tabular}{l}
d. Sheet Rock \\
e. Final
\end{tabular} \\
\hline 12/4/2019 & 2:20 PM & \[
\begin{array}{|l|}
\hline 12723 \text { Second Street (TK Tavern)(Sign) } \\
\hline \text { Business has been closed over } 90 \text { days } \\
\hline
\end{array}
\] & 2 & 19 & 31 & 41 & 14 Entrance 15 Demolition \\
\hline 12/4/2019 & 2:22 PM & \begin{tabular}{|l|}
13641 Second Street (Tobacco)(Sign) \\
\hline Pre-Photo for sign removal (waiting 90 days) \\
\hline
\end{tabular} & 2 & 19 & 31 & 41 & \begin{tabular}{l}
16 Moving \\
17 Excavation
\end{tabular} \\
\hline 12/4/2019 & 2:24 PM & \[
\begin{array}{|l|}
\hline 14633 \text { Second Street (PCI, INC)(Sign) } \\
\hline \text { Business has been closed over } 90 \text { days } \\
\hline
\end{array}
\] & 2 & 19 & 31 & 41 & 18 Mobile Home
19 Sign \\
\hline 12/4/2019 & 2:25 PM & 15620 Second Street (Shanti) Business has been closed over 90 days & 2 & 19 & 31 & 41 & \begin{tabular}{l}
20 Unsafe Building \\
21 Property Maintenance
\end{tabular} \\
\hline 12/4/2019 & 2:26 PM & 16608 Second Street (RCA/Whirlpool) & 2 & 19 & 31 & 41 & \begin{tabular}{l}
22 Other \\
NUISANCE:
\end{tabular} \\
\hline 12/4/2019 & 2:30 PM & 17607 Second Street (Main Attraction) Business has been closed over 90 days & 2 & 19 & 31 & 41 & \begin{tabular}{l}
26 Weeds or Grass \\
27 Rubbish \&/or Debris
\end{tabular} \\
\hline 12/4/2019 & 2:48 PM & 18637 Second Street (Critter Nation) Business has been closed over 90 days & 2 & 19 & 31 & 41 & \begin{tabular}{l}
28 Other \\
FINDINGS:
\end{tabular} \\
\hline 12/4/2019 & 3:18 PM & \begin{tabular}{l}
19707 Seneca Street (UD-MO) \\
Business has been closed over 90 days
\end{tabular} & 2 & 19 & 31 & 41 & \begin{tabular}{l}
30 Satisfactory \\
31 Unsatisfactory
\end{tabular} \\
\hline 12/5/2019 & 11:05 AM & \begin{tabular}{l}
20915 High Street \\
Site Visit w/Owner on back property
\end{tabular} & 4 & 22 & 31 & 41 & \begin{tabular}{l}
32 Continued Unsatisfactory \\
33 Permit Needed
\end{tabular} \\
\hline 12/5/2019 & 1:40 PM & \[
\begin{array}{|l|}
\hline 212208 \text { Rodlyn Road (NEW Water Heater) } \\
\hline \text { PASSED } \\
\hline
\end{array}
\] & 1 & 11 & 30 & 40 & 34 City Not Involved 35 Not Home \\
\hline 12/5/2019 & 3:23 PM & \[
\begin{array}{|l|}
\hline 221208 \text { Meadow Ln (Junk in Yard) } \\
\hline \text { Clean-Up (PASSED) } \\
\hline
\end{array}
\] & 4 & 22 & 30 & 40 & \begin{tabular}{l}
36 Other \\
ACTION:
\end{tabular} \\
\hline 12/5/2019 & 3:46 PM & \begin{tabular}{l}
23621 Lincoln Drive (NEW Const.) \\
Ruff-In Inspection (PASSED)
\end{tabular} & 1 & 11(b) & 30 & 40 & \begin{tabular}{l}
40 No Cause for Action \\
41 Abatement
\end{tabular} \\
\hline 12/5/2019 & 4:04 PM & 24604 Oak Parks Drive (Accessory Blding) Site Visit (Placement on Lot) & 1 & 13 & 30 & 40 & 42 Condemnation 43 Demolition \\
\hline 12/6/2019 & 10:27 AM & 25713 Second Street (Remodel/Refurbish) Walk-Through w/Lindsey & 1 & 28 & 30 & 40 & 44 Vacate Order Issued 45 Office Hearing \\
\hline 12/10/2019 & 1:00 PM & 261236 Second Street (Demo/Move House) Walk-Through w/CM Jeff, Ken, \& Matt) & 1 & 13 & 30 & 40 & 46 Show Cause Action 47 Other \\
\hline
\end{tabular}

Red Triangle refers to a Comment in that event. See: shared (\IMASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline DATE & TIME & & REASON & ACTIVITY & FINDING & ACTION & N REASON: \\
\hline 12/11/2019 & 9:03 AM & 1625 Bank Street (Fuller Hall) Elevator Commination (Questions) & 1 & 22 & 30 & 40 & \begin{tabular}{l}
01 Routine Inspection \\
02 Complaint Inspection
\end{tabular} \\
\hline 12/11/2019 & 1:28 PM & 2408 Grove Street (Junk \& Vehicle in Yard) Follow-Up (Second Letter) & 4 & 27 & 31 & 41 & 03 Routine re-Inspection 04 Complaint Re-Insp. \\
\hline 12/11/2019 & 1:32 PM & 3846 First Street (Junk in Yard) PASSED & 4 & 27 & 30 & 40 & 05 Permit Research ACTIVITY: \\
\hline 12/11/2019 & 1:47 PM & \(4 \quad 2522\) Tunnel Mill Road (Green House) Ground moving \& Set Back Site Visit & 3 & 13 & 30 & 40 & 10 Mechanical 11 Plumbing \\
\hline 12/11/2019 & 2:13 PM & 5605 Brewer Street (Extend Driveway) Site Vīsit (NO Permit for Entrance Pulled) & 1 & 13 & 30 & 40 & \begin{tabular}{l}
a. Service-Sewer-Water \\
b. Rough In
\end{tabular} \\
\hline 12/11/2019 & 2:27 PM & \[
\begin{array}{|l}
\hline 6 \quad 2135 \text { Edgewood (Sign Removal) } \\
\hline \text { Sign has been moved (PASSED) } \\
\hline
\end{array}
\] & 4 & 19 & 30 & 40 & \begin{tabular}{l}
c. Under Slab \\
d. Final
\end{tabular} \\
\hline 12/11/2019 & 2;44 PM & \begin{tabular}{l}
\(7 \quad 1112\) Third Street (Camper) \\
Scott is not living by repairing camper (GO)
\end{tabular} & 4 & 22 & 34 & 40 & \begin{tabular}{l}
12 Electrical \\
a. Service
\end{tabular} \\
\hline 12/11/2019 & 3:00 PM & \[
\begin{array}{|l|l|}
\hline 8 \quad 140 \text { Second Street (Accessory Building) } \\
\hline \text { Site Visit (Set Back) } \\
\hline
\end{array}
\] & 1 & 13 & 30 & 40 & \begin{tabular}{l}
b. Rough In \\
c. Final
\end{tabular} \\
\hline 12/11/2019 & 3:51 PM & \begin{tabular}{|l|l|}
\hline \(9 \quad 116\) E. Second Street (Junk Vehicles) \\
\hline Complaint to City Manager (NO-GO) \\
\hline
\end{tabular} & 2 & 27 & 31 & 41 & \begin{tabular}{l}
13 Building \\
a. Zoning
\end{tabular} \\
\hline 12/12/2019 & 11:18 AM & 101440 E. Second Street (A.C.E.) & 1 & 22 & 31 & 47 & \begin{tabular}{l}
b. Footing \\
c. Framing
\end{tabular} \\
\hline 12/12/2019 & 2:21 PM & 11220 Broadway Street (Roof Collapse) Observed Roof Damage & 1 & 13(c) & 31 & 41 & \begin{tabular}{l}
d. Sheet Rock \\
e. Final
\end{tabular} \\
\hline 12/12/2019 & 2:24 PM & 12313 Broadway Street (Abatement House) Dilapidated Property & 1 & 22 & 31 & 47 & \begin{tabular}{l}
14 Entrance \\
15 Demolition
\end{tabular} \\
\hline 12/13/2019 & 1:4S PM & 13312 E Curve Drive (Parked in Yard) Received a complaint of vehicle front yard & 2 & 22 & 31 & 47 & \begin{tabular}{l}
16 Moving \\
17 Excavation
\end{tabular} \\
\hline 12/13/2019 & 1:47 PM & 141347 James Street (Parking in Yard) Received a complaint of vehicle front yard & 2 & 22 & 31 & 47 & 18 Mobile Home
19 Sign \\
\hline 12/13/2019 & 1:53 PM & 151202 Willson Avenue (Junk Vehicles) Received a complaint of junk vehicles & 2 & 22 & 31 & 47 & \begin{tabular}{l}
20 Unsafe Building \\
21 Property Maintenance
\end{tabular} \\
\hline 12/13/2019 & 2:03 PM & 16534 Division Street (Accessory Blding) Started, Will need Fire Wall (5/8X1) & 1 & 13 & 30 & 40 & \begin{tabular}{l}
22 Other \\
NUISANCE:
\end{tabular} \\
\hline 12/13/2019 & 2:50 PM & \begin{tabular}{l}
171034 Elm Street (Addition) \\
Site Visit (Still Not Complete)
\end{tabular} & 3 & 13 & 30 & 40 & \begin{tabular}{l}
26 Weeds or Grass \\
27 Rubbish \&/or Debris
\end{tabular} \\
\hline 12/13/2019 & 2:59 PM & \begin{tabular}{l}
181301 James Street (Shouse) \\
Final Inspection (PASSED w/Discrepancies)
\end{tabular} & 3 & 13(e) & 30 & 40 & \begin{tabular}{l}
28 Other \\
FINDINGS:
\end{tabular} \\
\hline 12/13/2019 & 4:03 PM & \[
\begin{aligned}
& 192135 \text { Edgewood (30 Plex) } \\
& \hline \text { Site Visit } \\
& \hline
\end{aligned}
\] & 3 & 13 & 30 & 40 & \begin{tabular}{l}
30 Satisfactory \\
31 Unsatisfactory
\end{tabular} \\
\hline 12/13/2019 & 4:07 PM & \begin{tabular}{l}
20709 Oakwood Drive (NEW Construction) \\
Follow-UP Truss Straps Framing Inspection
\end{tabular} & 3 & 13(c) & 31 & 47 & 32 Continued Unsatisfactory 33 Permit Needed \\
\hline 12/13/2019 & 4:19 PM & \begin{tabular}{l}
21 Fuel Truck \\
Mils. 9044 Gals. 16.5
\end{tabular} & & & & & 34 City Not Involved 35 Not Home \\
\hline 12/16/2019 & 11:34 AM & \begin{tabular}{l}
22626 Second Street (Bakery) \\
Junk in Yard \$ Convection Oven Review
\end{tabular} & 2 & 27 & 31 & 41 & \begin{tabular}{l}
36 Other \\
ACTION:
\end{tabular} \\
\hline 12/16/2019 & 3:14 PM & 231605 W. Second Street (County Shed) Site Visit (Utility Trench Drains) & 1 & 11(b) & 30 & 40 & 40 No Cause for Action 41 Abatement \\
\hline 12/16/2019 & 3:28 PM & 24604 Lynndale Drive (NEW Sewer) Site Visit (Start 12/18/2019) & 1 & 11 & 30 & 40 & 42 Condemnation 43 Demolition \\
\hline 12/16/2019 & 3:37 PM & 251640 210th Street (NEW Accessory Blding Finish (Not in City Limits) & 1 & 13 & 30 & 40 & 44 Vacate Order Issued 45 Office Hearing \\
\hline 12/16/2019 & 4:03 PM & 261311 Seneca Street (Junk Vehicle \& Garbage) Spoke w/Owner Charlie & 4 & 27 & 31 & 41 & \begin{tabular}{l}
46 Show Cause Action \\
47 Other
\end{tabular} \\
\hline
\end{tabular}

\footnotetext{
Red Triangle refers to a Comment in that event. See: shared (\MMASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Date(s)
}


Red Triangle refers to a Comment in that event. See: shared (IWMASTER); Zoning Inspection; Cory S; Daily Field Log 2019; Look Up Month // Oate(s)

\title{
Webster City Police Department
}

\author{
Monthly Activity Report
}

December 1-31, 2019
\begin{tabular}{|c|c|c|}
\hline Description & Number & \\
\hline Incident Reports & 39 & Year to Date-434 \\
\hline Parking Violations & 39 & Year to Date- 470 \\
\hline Arrests & 25 & Year to Date-245 \\
\hline Calls for Service & 915 & Year to Date-14,145 \\
\hline Residential/Commercial Patrols & 70 & Year to Date-1,276 \\
\hline Traffic Accidents-Property Damage & 14 & Year to Date-186 \\
\hline Traffic Accidents-Personal Injury & 0 & Year to Date-9 \\
\hline 911 Calls for Service & 78 & Year to Date-798 \\
\hline School Foot Patrols & 14 & Year to Date-169 \\
\hline Vacation House Checks & 4 & Year to Date-59 \\
\hline Animal Complaints & 37 & Year to Date-474 \\
\hline Unlocks & 18 & Year to Date-201 \\
\hline Assist Other Agencies-Outside City Limits & 21 & Year to Date-412 \\
\hline Public Window Assist & 62 & Year to Date-181 \\
\hline Fireworks Complaints & 3 & Year to Date-45 \\
\hline
\end{tabular}

YTD Calls for Service December 31, 2018 13,440
YTD Calls for Service December 31, \(2019 \mathbf{1 4 , 1 4 5}\)
Items of Interest:
- Sergeant testing was held.
- Officer testing was conducted.
- Shop with a Cop took place.
- Chief attended a Civil Service meeting.

Training:
- Officers completed the monthly Police Legal Sciences course.
- Dispatchers completed the monthly Police Legal Sciences course.

Respectfully submitted,
Shiloh B. Mork
Shiloh B. Mork, Chief of Police
Webster City Police Department

\section*{FIRE DEPARTMENT REPORT}

December 2019

\section*{ALARMS}
\begin{tabular}{|l|l|l|l|}
\hline DATE & TIME & \multicolumn{1}{|c|}{ ADDRESS } & \multicolumn{1}{|c|}{ TYPE OF SITUATION FOUND } \\
\hline \(12-01\) & 0752 & 1600 White Fox Road & Extrication of victim \\
\hline \(12-05\) & 0406 & 715 Division Street & Vehicle Fire \\
\hline \(12-18\) & 1742 & 613 Lynndale Drive & CO Detector malfunction \\
\hline \(12-20\) & 1838 & 810 Boone Street & Good intent call \\
\hline \(12-21\) & 1015 & 805 Cedar Street & Smoke detector malfunction \\
\hline \(12-22\) & 1742 & 1301 Second Street & Dispatched and cancelled in route \\
\hline \(12-26\) & 0832 & 1014 Elm Street & Fire \\
\hline \(12-27\) & 1244 & 1135 Division Street & Gas Leak \\
\hline \(12-29\) & 2026 & 1207 E Second Street & Smoke removal \\
\hline & & & \\
\hline
\end{tabular}

Year to Date Total \(=129\)
December Total \(=9\)
TRAINING
\begin{tabular}{|c|c|l|c|c|}
\hline\(\underline{\text { DATE }}\) & TIME & \multicolumn{1}{|c|}{ TYPE OF TRAINING } & HOURS & PERSONNEL \\
\hline\(\underline{12-11}\) & \(\underline{0800}\) & Staff Meeting & \(\underline{2}\) & \(\underline{11}\) \\
\hline \(12-9\) & \(\underline{1700}\) & CPR training & 2 & \(\underline{27}\) \\
\hline & & & & \\
\hline & & & & \\
\hline
\end{tabular}

Year to Date Total =1527
December Total =76

\section*{INSPECTIONS}
\begin{tabular}{|l|l|c|}
\hline DATE & \multicolumn{1}{|c|}{ BUSINESS } & REASON FOR INSPECTION \\
\hline & First State Bank & Remodel \\
\hline & Plans review FSB & Remodel \\
\hline & & \\
\hline & & \\
\hline
\end{tabular}

Year to Date Total =45
December Total =2

\section*{MISCELLANEOUS}
\begin{tabular}{|c|l|l|}
\hline DATE & TIME & \\
\hline \(12-18\) & & Flush for Street Dept. \\
\hline
\end{tabular}

MEETING ROOM
\begin{tabular}{|c|c|c|}
\hline DATE & TIME & USED BY \\
\hline \(12 / 3,10,17\) & 1800 & Boy Scouts \\
\hline & & \\
\hline
\end{tabular}

HAMILTON
COUNTY
SOLID WASTE COMMISSION

Serving:
BLAIRSBURG STANHOPE
ELLSWORTH JEWELL KAMRAR RANDALL

\section*{WEBSTER CITY}

WILLIAMS RURAL HAM. CO.

WEBSTER CITY, IOWA 50595-0128

TELEPHONE: 515-539-4420
800-535-1145

AGENDA
Regular Meeting 2605 McMurray Avenue
\(11 / 2\) Miles Northwest of Kamrar, lowa
7:00 P.M.
January 8, 2020
1. Roll Call
2. Minutes of December 11, 2019
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Report December
5. Manager's Reports December
6. Appointment of the following for 2020:
a. Chairperson
b. Vice Chairperson
c. Secretary-Treasurer
d. Two representatives and two alternate representatives to the North Central lowa Regional Solid Waste Agency Executive Board
e. Executive Committee comprising of chairman, vice-chairman, and one other commission member
7. Authorizing the following for 2020:
a. Executive Committee to approve payment of bills when the Commission does not meet and bills are due
a. Issuance of payroll prior to approval by the Commission
b. Payment of certain bills prior to approval by the Commission
c. Investment of funds as provided by the investment policy
8. 2019 Wage Declaration
9. Hold Harmless Agreement with NCIARSWA
10. Open Discussion
11. Adjourn

\section*{REGULAR MEETING OF THE \\ HAMILTON COUNTY SOLID WASTE COMMISSION MINUTES}

A regular meeting of the Hamilton County Solid Waste Commission was held at the Transfer Station Office building on December11, 2019 at 7:00 P.M. The meeting was called to order by Chairperson Mickey Walker and roll being called, members were present as follows:

Stanhope-Terry Painton
Hamilton County-Dan Campidilli
Randall-Gregg Wright

Jewell-Mickey Walker
Williams-Todd Hiemstra

The representatives from the Cities of Kamrar, Webster City, Elisworth, and Blairsburg were absent.
It was moved by Painton and seconded by Campidilli that:
1. The minutes of November 13, 2019 be approved.
2. The issuance of Payroll for the period ending November 8, 2019 and paid on November 15, 2019, in the amount of \(\$ 6,016.40\) be approved.
3. The issuance of Payroll for the period ending November 22, 2019 and paid on November 29, 2019 in the amount of \(\$ 6,024.81\) be approved.
4. Payment of Bills for November 2019 in the amount of \(\$ 26,371.85\) be approved.
5. The Secretary-Treasurer's Report for November 2019 be approved.

Motion carried with 5 ayes, Kamrar, Blairsburg, Webster City, and Ellsworth absent.
The representative for the City of Webster City, Jerry Kloberdanz, arrived at 7:02 P.M.
It was moved by Hiemstra and seconded by Painton that the Manager's reports for November 2019 be approved.
Motion carried with six ayes, Blairsburg, Ellsworth, and Kamrar absent.
It was moved by Kloberdanz and seconded by Painton to submit the Hold Harmless Agreement with NCIARSAW to the Commission Attorney for his interpretation and recommendation.
Motion carried with six ayes, Blairsburg, Ellsworth, and Kamrar absent.
It was moved by Painton and seconded by Hiemstra that the Hamilton County Solid Waste Commission adjourn.
Motion carried with six ayes, Blairsburg, Ellsworth, and Kamrar absent.

The Commission stood adjourned at 7:22 P.M.

Mickey Walker, Chairperson
Cherie Ferguson, Secretary-Treasurer

\section*{Bills Approved 12/11/2019}
\begin{tabular}{lc} 
BLUE RIBBON PELHAM WATERS & \(\$ 47.25\) \\
CINTAS & \(\$ 272.55\) \\
CJ PONY PARTS & \(\$ 29.63\) \\
CLEAN HARBORS & \(\$ 4,816.20\) \\
COLLECTION SERVICES CENTER & \(\$ 348.92\) \\
COOPERATIVE TELEPHONE EXCHANGE & \(\$ 134.34\) \\
EFTPS & \(\$ 2,991.28\) \\
IPERS & \(\$ 1,943.02\) \\
NAPA AUTO PARTS & \(\$ 612.87\) \\
POSTMASTER & \(\$ 68.00\) \\
PRINTING SERVICES, INC. & \(\$ 197.98\) \\
SADL:ER CONSTRUCTION & \(\$ 3,125.00\) \\
TERRY KLAVER & \(\$ 76.44\) \\
UNITED COOPERATIVE & \(\$ 2,716.08\) \\
VANDIEST MEDICAL CENTER & \(\$ 40.00\) \\
WEBSTER CITY MUNICIPAL UTILITIES & \(\$ 576.41\) \\
WEBSTER CITY TRU-VALUE & \(\$ 54.99\) \\
U.S. CELLULAR & \(\$ 137.50\) \\
PAYROLL & \(\$ 8,183.39\) \\
\hline TOtal & \(\$ 26,371.85\)
\end{tabular}

\section*{HAMILTON COUNTY SOLID WASTE COMMISSION}

Check Detail
December 13, 2019 through January 8, 2020
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Type & Num & Date & Name & Item Account & Pald Amotnt & Original Amount \\
\hline \multirow[t]{2}{*}{Liabllity Check} & EFT & 12/14/2019 & IPERS & OPERATING FUND & & \(-2,850,68\) \\
\hline & 1 & & & Payroll Llabilities Payroll Liabilities & \[
\begin{aligned}
& -1.139 .91 \\
& -1.710 .77
\end{aligned}
\] & \[
\begin{aligned}
& 1,13991 \\
& 1,710.77
\end{aligned}
\] \\
\hline TOTAL & & & & & \(-2.850 .68\) & 2,850.68 \\
\hline \multirow[t]{6}{*}{Llability Check} & EFT & 12/16/2019 & United States Treasury & OPERATING FUND & & -4,358.72 \\
\hline & & & & Payroll Liabilities & -1.586.00 & 1.586.00 \\
\hline & & & & Payroll Liabilities & -1,123.59 & 1,123,59 \\
\hline & & & & Payroll Liabilities & -1,123.59 & 1,123,59 \\
\hline & & & & Payroll Liabilities & \[
-262.77
\] & 262.77 \\
\hline & & & & Payroll Llabilities & -262.77 & 262.77 \\
\hline TOTAL & & & & & -4,358.72 & 4,358.72 \\
\hline \multirow[t]{2}{*}{Liablity Check} & EFT & 12/17/2019 & Collection Services ... & OPERATING FUNO & & -174.46 \\
\hline & & & & Payroll Liabilities & -174.46 & 174.46 \\
\hline TOTAL & & & & & -174.46 & 174.46 \\
\hline \multirow[t]{2}{*}{Llability Check} & EFT & 12/30/2019 & Collection Services ... & OPERATING FUND & & -174.46 \\
\hline & & & & Payroll Liabilities & -174.46 & 174.46 \\
\hline TOTAL & & & & & -174.46 & 174.46 \\
\hline \multirow[t]{2}{*}{Ltabllity Check} & EFT & 01/02/2020 & WELLMARK & OPERATING FUND & & -2,822.52 \\
\hline & & & & \begin{tabular}{l}
Payron Liabilities \\
Payroll Liabililies
\end{tabular} & \[
\begin{array}{r}
-705.66 \\
-2,116.86 \\
\hline
\end{array}
\] & \[
\begin{array}{r}
705.66 \\
2,116.86 \\
\hline
\end{array}
\] \\
\hline TOTAL & & & & & \(-2,822.52\) & 2,822.52 \\
\hline \multirow[t]{16}{*}{Paycheck} & 10741 & 12/13/2019 & CHERIE L FERGUSON & OPERATING FUND & & -455.16 \\
\hline & & & & & -435.17 & 435.17 \\
\hline & & & & Wages & -130.99 & 130.91 \\
\hline & & & & Payroll Liabilities & 35.61 & -35.61 \\
\hline & & & & IPERS & . 53.44 & 53.44 \\
\hline & & & & Payroil Liabilites & 53.44 & -53.44 \\
\hline & & & & Payroll Liabilities & 28.00 & -28.00 \\
\hline & & & & Medicare \& Social Se... & -35.10 & 35.10 \\
\hline & & & & Payroll Liabilities & 35.10 & -35.10 \\
\hline & & & & Payroll Liabilities & 35.10 & -35.10 \\
\hline & & & & Medicare \& Social Se... & .8.21 & 8.21 \\
\hline & & & & Payroll Liabilities & 8.21 & -8.21 \\
\hline & & & & Payroll Liabilities & 8.21 & -8.21 \\
\hline & & & & & 400 & -4.00 \\
\hline & & & & Unemployment insura. & -0.56 & 0.56 \\
\hline & & & & Payroll Liabilites & 0.56 & -0.56 \\
\hline TOTAL & & & & & -455.16 & 455.16 \\
\hline \multirow[t]{15}{*}{Paycheck} & 10742 & 12/13/2019 & KEENAN L ELLIOTT & OPERATING FUND & & -823.11 \\
\hline & & & & Wages & & \\
\hline & & & & Payroll Liabilities & \[
95.24
\] & \[
-95.24
\] \\
\hline & & & & Health Insurance & -319.34 & 319.34 \\
\hline & & & & Payroll Liabilities & 319.34 & -319.34 \\
\hline & & & & IPERS & -142.93 & 142.93 \\
\hline & & & & Payroll Liabilities & 142.83 & -142.93 \\
\hline & & & & Payroll Liabilites & 106.45 & -106.45 \\
\hline & & & & Payroll Liabilities & 174,46 & -174.46 \\
\hline & & & & Payroll Liabilites & 14300 & -143.00 \\
\hline & & & & Medicare \& Social Se . & -93.87 & 93.87 \\
\hline & & & & Payroll Liabilites & 93.87 & -93.87 \\
\hline & * & & & Payroll Liabilities & 93.87 & -93.87 \\
\hline & & & & Medicare 8 Social Se... & -21.96 & 21.96 \\
\hline & & & & Payroll Liabilities & 21.96 & -21.96 \\
\hline
\end{tabular}

\title{
HAMILTON COUNTY SOLID WASTE COMMISSION \\ Check Detail \\ December 13, 2019 through January 8, 2020
}


\section*{HAMILTON COUNTY SOLID WASTE COMMISSION \\ Check Detail}

December 13, 2019 through January 8, 2020
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Type & Num & Date & Name & Item Account & Paid Ampunt & Original Amount \\
\hline \multirow[t]{18}{*}{Paycheck} & 10762 & 12/27/2019 & KEENAN L. ELLIOTT & OPERATING FUND & & -1,155.21 \\
\hline & & & & Wages & -1,600.80 & 1.600 .80 \\
\hline & & & & Wages & -436.29 & 436.29 \\
\hline & & & & Payroll Liabilites & 12813 & -128.13 \\
\hline & & & & Heath Insurance & -319.34 & 31934 \\
\hline & & & & Payroll Liabilities & 318.34 & -319.34 \\
\hline & & & & IPERS & -192.30 & 192,30 \\
\hline & & & & Payroll Liabilities & 192,30 & -192.30 \\
\hline & & & & Payroll Liabilities & 108.45 & -106.45 \\
\hline & & & & Payroll Liabilities & 174.46 & -174.46 \\
\hline & & & & Payroll Liabilities & 23500 & . 235.00 \\
\hline & & & & Medicare \& Social Se... & -12630 & 126.30 \\
\hline & & & & Payroll Liabilities & 12630 & \[
-126.30
\] \\
\hline & & & & Payroll Liabilities & 126.30 & -126.30 \\
\hline & & & & Medicare \& Social Se... & -29.54 & 29.54 \\
\hline & & & & Payroll Liabilities & 29.54 & -29,54 \\
\hline & & & & Paynoll Liabilities & 29.54 & -29.54 \\
\hline & & & & & & -82.00 \\
\hline TOTAL & & & & & -1,155,21 & 1,155 21 \\
\hline \multirow[t]{17}{*}{Paycheck} & 10763 & 12/27/2049 & KEVIN S DINGMAN & OPERATING FUND & & -947.37 \\
\hline & & & & Wages & \[
-1,373.68
\] & \\
\hline & & & & Wages & \[
-66.88
\] & \[
66.88
\] \\
\hline & & & & Payroll Liabilities & 106.45 & -106.45 \\
\hline & & & & Health Insurance & -319.34 & 319.34 \\
\hline & & & & Payroll Liabilities & 319.34 & - 319.34 \\
\hline & & & & Payroll Liabilities & 80.61 & -90.61 \\
\hline & & & & IPERS & -13599 & \[
135.99
\] \\
\hline & & & & Payroll Liabities & 13599 & -135 99 \\
\hline & & & & Payroll Liabilites & 13400 & -134.00 \\
\hline & & & & Medicare \% Social Se.. & -89.31 & 89.31 \\
\hline & & & & Payroll Liabilities & 89.31 & -89.31 \\
\hline & & & & Payroll Liabilities & 89.31 & -89.31 \\
\hline & & & & Medicare \& Social Se... & -20.88 & 20.88 \\
\hline & & & & Payroll Llabilities & 20.88 & -20.88 \\
\hline & & & & Payroll Liabilities & 20.88 & -20.88 \\
\hline & & & & Payroll Liabilities & 52.00 & . 52.00 \\
\hline TOTAL & & & & & -94731 & 94731 \\
\hline \multirow[t]{16}{*}{Paycheck} & 10764 & 12/27/2019 & JERRY A KLAVER & OPERATANG FUND & & -1,759.83 \\
\hline & & & & & & \\
\hline & & & & Payroll Liabilities & 106.45 & \[
<-106.45
\] \\
\hline & & & & Health Insurance & -319.34 & 319.34 \\
\hline & & & & Payroll Liabilities & 319.34 & -319.34 \\
\hline & & & & Payroll Liabilities & 161.99 & -161.99 \\
\hline & & & & IPERS & -243.11 & 243.11 \\
\hline & & & & Payroll Liabilities & 243.11 & -243.11 \\
\hline & & & & Payroll Liabilities & 23000 & -230.00 \\
\hline & & & & Medicare 8 Social Se... & -159.67 & 159.67 \\
\hline & & & & Payroll Liabilities & 159.67 & -159.67 \\
\hline & & & & Payroll Liabilities & 159.67 & -159.67 \\
\hline & & & & Medicare \& Social Se... & -37.34 & 37.34 \\
\hline & & & & Payroll Liabilities & 37.34 & -37.34 \\
\hline & & & & Payroll Liabilities & 37.34 & -37.34 \\
\hline & & & & Payroll Liabilities & 120.00 & -120.00 \\
\hline TOTAL & & & & & -1,759.83 & 1.75983 \\
\hline
\end{tabular}

\section*{Memo}

Amount
BARKER LEMAR
LEACHATE MEASUREMENTS 600.00
METHANE MONITORING 300.00
STATISTICAL SOFTWARE LICENSE 225.00
LEACHATE COLLECTION SYSTEM REPORT 525.00
METHANE MONITORING REPORT
Total BARKER LEMAR
BAUER TIRE \&TAXIDERMY LLC
TIRES 521.11
\(\begin{array}{ll}\text { TIRES \& AIR LINE OIL } & 1.403 .78\end{array}\)
TIRES
415.00

TIRE REPAIR
Total BAUER TIRE \&TAXIDERMY LLC
\(2,401.89\)
COOPERATIVE TELEPHONE EXCHANGE
PHONE \& INTERNET SERVICE
\(\xrightarrow{-\quad 135,70}\)

Total COOPERATIVE TELEPHONE EXCHANGE 135.70

HY-VEE
MEETING SNACKS
17.31
17.31

NCIARSWA
NOVEMBER GATE FEES
\begin{tabular}{r}
\(35,112.80\) \\
\hline
\end{tabular}

Total NCIARSWA
REES TRUCK \& TRAILER, INC
VOLVO FILTERS
\begin{tabular}{r}
89.60 \\
\hline
\end{tabular}

Total REES TRUCK \& TRAILER, INC
SADLER CONSTRUCTION
OVERHEAD DOOR REPAIR
Total SADLER CONSTRUCTION
THE TILE PROS
LEACHATE HAULING \& DISPOSAL
392.00

Total THE TILE PROS
392.00

TITAN MACHINERY
FRIEGHT FOR CASE SERVICE SUPPLIES
Total TITAN MACHINERY \(\quad 24.57\)
WEBSTER CITY MUNICIPAL UTILITIES
ELECTRICAL SERVICE \(\quad 407.57\)
ELECTRICAL SERVICE
115.60

ELECTRICAL SERVICE
Total WEBSTER CITY MUNICIPAL UTILITIES
TOTAL
105.29
628.46

50,502.33

\section*{HAMILTON COUNTY SOLID WASTE COMMISSION \\ Sales by Customer Summary December 2019}

Accrual Basis
\begin{tabular}{lr} 
& Dec \\
\hline & 19 \\
AG SOURCE & 123.88 \\
ALL SEASON GUTTERS & 14.12 \\
ANDY JONES ROCK \& DIRT & 1.43 \\
CASH & \(11,004.37\) \\
CLASSIC CARPET & 30.00 \\
DAILY FREEMAN JOURNAL & 49.76 \\
DAVE SCOTT CONSTRUCTION & 52.44 \\
DAYTON DEVELOPMENT & 15.00 \\
FIRST STATE BANK & 93.00 \\
FOAM CATZ & 94.24 \\
GILBERT FLOORING AND PAINT & 28.88 \\
HAMILTON COUNTY CONSERVATION & 15.00 \\
HAMILTON COUNTY ENGINEER & 138.83 \\
HAMILTON COUNTY SHERIFF & 183.46 \\
HUBBARD CONCRETE & 15.00 \\
J\&C BUILDERS, LCC & 155.92 \\
LEONARD MOSS ROOFING & 41.60 \\
MADSEN CONSTRUCTION & 0.24 \\
MANN-SON PROPERTIES & 53.96 \\
MCDOWELL \& SONS CONTRACTORS, INC. & \(18,395.04\) \\
MERTZ ENGINEERING CO. & 63.08 \\
MIDWEST ECOSTRUCTION & 271.32 \\
NICK MURPHY CONSTRUCTION & 431.16 \\
NORTH CENTRAL TURF & 275.12 \\
PAGEL REPAIR AND LOCK & 22.80 \\
PAGEL WINDOWS & 19.00 \\
PULIS INVESTMENTS & 26.60 \\
SCHLOTFELDT ENGINEERING, INC. & 15.00 \\
SEAMLESS PROS LLC & 7.16 \\
SHAWN MORAN CONSTRUCTION & 45.00 \\
STEVES CENTRAL VACUUM & 26.60 \\
T \&D HANDYMAN SERVICES & 4.16 \\
TASLER PALLET & 370.12 \\
THE TRASH MAN & \(62,167.11\) \\
THOMPSON CONSTRUCTION & 118.80 \\
TILE PROS, ING, & 15.38 \\
TRUE VALUE HARDWARE & 30.00 \\
WASTE MANAGEMENT & 137.65 \\
WIDICK ROOFING & 17.75 \\
ZATLOUKAL CONSTRUCTION & 45.00 \\
TOTAL & \(94,614.98\) \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline & Current & 1-30 & 31-60 & 61-90 & \(>90\) & TOTAL \\
\hline Ag source & 31.72 & -30.00 & 0.00 & 0.00 & 0.00 & 1.72 \\
\hline ALL SEASON GUTTERS & 15.09 & 25.21 & 0.00 & 0.00 & 0.00 & 4030 \\
\hline ANDY JONES ROCK \& DIRT & 1.43 & 95.15 & 0.00 & 0.00 & 0.00 & 96.58 \\
\hline CHAD ARNOLD & 0.00 & 0.00 & 0.00 & 0.00 & 1.09 & 1.09 \\
\hline CITY OF KAMRAR & 0.00 & 0.00 & 0.00 & -10.00 & 0.00 & -10.00 \\
\hline CLASSIC CARPET & 0.00 & 0.00 & 0.00 & 0.00 & 0.24 & 0.24 \\
\hline DAVE SCOTT CONSTRUCTION & 56.11 & 0.00 & 0.00 & 0.00 & 0.00 & 56.11 \\
\hline DAYTON DEVELOPMENT & 16.05 & 0.00 & 0.00 & 0.00 & 0.00 & 16.05 \\
\hline FIRST STATE BANK & 99.51 & 0.00 & 0.00 & 0.00 & 0.00 & 99.54 \\
\hline FOAM CATZ & 100.84 & 0.00 & 0.00 & 0.00 & 0.00 & 100.84 \\
\hline HAMILTON COUNTY CONSERVATION & 15.00 & 0.00 & 0.00 & 0.00 & 0.00 & 15.00 \\
\hline HAMILTON COUNTY ENGINEER & 138.83 & 0.00 & 0.00 & 0.00 & 0.00 & 138.83 \\
\hline HAMILTON COUNTY SHERIFF & 183.46 & 0.00 & 0.00 & 0.00 & 0.00 & 183.46 \\
\hline HUBBARD CONCRETE & 16.05 & 0.00 & 0.00 & 0.00 & 0.00 & 16.05 \\
\hline IOWA DEPARTMENT OF TRANSPORTATION & 0.00 & 0.00 & -0.03 & 0.00 & 0.00 & -0.03 \\
\hline J\&C BUILDERS, LCC & 166.84 & 0.00 & 0.00 & 0.00 & 0.00 & 166.84 \\
\hline LAMPERT'S LUMBER & 0.00 & 0.00 & 0.00 & 0.00 & 2.48 & 2.48 \\
\hline LEONARD MOSS ROOFING & 44.52 & 0.00 & 0.00 & 0.00 & 0.00 & 44.52 \\
\hline MADSEN CONSTRUCTION & 0.24 & 0.24 & 16.05 & 0.00 & 0.00 & 16.53 \\
\hline MANN-SON PROPERTIES & 57.74 & 0.00 & 0.00 & 0.00 & 0.00 & 57.74 \\
\hline MCDOWELL \& SONS CONTRACTORS, INC. & 18,395.04 & 0.00 & 0.00 & 0.00 & 0.00 & 18,395.04 \\
\hline MERTZ ENGINEERING CO. & 37.41 & 0.00 & 0.00 & 0.00 & 0.00 & 37.41 \\
\hline MIDWEST ECOSTRUCTION & 290.33 & 0.00 & 0.00 & 0.00 & 0.00 & 290.33 \\
\hline NICK MURPHY CONSTRUCTION & 461.16 & 168.12 & 0.00 & 0.00 & 0.00 & 629.28 \\
\hline NORTH CENTRAL TURF & 294.36 & 0.00 & 0.00 & 0.00 & 0.00 & 294.36 \\
\hline PAGEL REPAIR AND LOCK & 24.40 & 0.00 & 0.00 & 0.00 & 0.00 & 24.40 \\
\hline PAGEL WINDOWS & 20.33 & 0.00 & 0.00 & 0.00 & 0.00 & 20.33 \\
\hline PULIS INVESTMENTS & 28.47 & 0.00 & 0.00 & 0.00 & 0.00 & 28.47 \\
\hline SCHLOTFELDT ENGINEERING, INC. & 16.05 & 0.00 & 0,00 & 0.00 & 0.63 & 16.68 \\
\hline SEAMLESS PROS LLC & 7.16 & 477.35 & 0.00 & 0.00 & 0.00 & 484.51 \\
\hline SERVICE MASTER CLEANING & 0.00 & 0.00 & 0.00 & 0.00 & 2.32 & 2.32 \\
\hline SHAWN MORAN CONSTRUCTION & 47,45 & 0.00 & 0.00 & 0.00 & 0.00 & 47.45 \\
\hline STEVE'S CENTRAL VACUUM & 28.47 & 0.00 & 0.00 & 0.00 & 0.00 & 28.47 \\
\hline T \& D HANDYMAN SERVICES & 4.16 & 8.32 & 0.00 & 4.16 & 277.30 & 293.94 \\
\hline T\&T RENTALS & 0.00 & 0.00 & 0.00 & 0.00 & 1.81 & 1.81 \\
\hline TASLER PALLET & 0.00 & 0.00 & 0.00 & 3.48 & 0.00 & 3.48 \\
\hline THE TRASH MAN & 62,167.11 & 0.00 & 0.00 & 0.00 & 0.00 & 62.167.11 \\
\hline THOMPSON CONSTRUCTION & 127.12 & 0.00 & 0.00 & 0.00 & 0.00 & 127.12 \\
\hline TILE PROS, INC. & 16.43 & 0.86 & 0.00 & 25.45 & 0.00 & 42.74 \\
\hline TRUE VALUE HARDWARE & 32.10 & 0.00 & 0.00 & 0.00 & 0.00 & 32.10 \\
\hline WASTE MANAGEMENT & 137.65 & 462.08 & 0.00 & 0.00 & 0.00 & 599.73 \\
\hline WIDICK ROOFJNG & 19.00 & 0.00 & 0.00 & 0.00 & 0.00 & 19.00 \\
\hline ZATLOUKAL CONSTRUCTION & 48.15 & 0.00 & 0.00 & 0.00 & 0.00 & 48.15 \\
\hline TOTAL & 83,145.78 & 1,207.33 & 16.02 & 23.09 & 285.87 & 84,678.09 \\
\hline
\end{tabular}

\section*{HAMILTON COUNTY SOLID WASTE COMMISSION \\ Profit \& Loss}

Cash Basis
\begin{tabular}{|c|c|}
\hline & Dec 19 \\
\hline \multicolumn{2}{|l|}{Income} \\
\hline \multicolumn{2}{|l|}{OPERATING FUND} \\
\hline FARM INCOME & 2,078,00 \\
\hline \multicolumn{2}{|l|}{GATE CHARGES} \\
\hline APPLIANCES & 250.00 \\
\hline C\&D & 27,880.21 \\
\hline ELECTRONICS & 63.00 \\
\hline LATEX PAINT & 6.00 \\
\hline MSW & 38,782.36 \\
\hline PACKER & 487.00 \\
\hline TIRES & 680.00 \\
\hline TVS & 735.00 \\
\hline Total GATE CHARGES & 68.883.57 \\
\hline REFUNDS AND REIMBURSEMENTS & 273.00 \\
\hline SCRAP METAL SOLD & 472.30 \\
\hline OPERATING FUND - Other & 4.01 \\
\hline Total OPERATING FUND & 71,710.88 \\
\hline Total Income & 71.710 .88 \\
\hline \multicolumn{2}{|l|}{Expense} \\
\hline \multicolumn{2}{|l|}{Operating Fund Expenses} \\
\hline Building and Flxture Repairs & 3,125.00 \\
\hline Cell Phone Service & 137.50 \\
\hline Diesel Fuel/Fuel Oll & 2,142 55 \\
\hline Drinking Water Service & 47.25 \\
\hline Electricity & 576.41 \\
\hline Equipment and Vehicle Repairs & 278.20 \\
\hline Gasoline & 56.88 \\
\hline Meeting/Training Expenses & 76.44 \\
\hline Miscollaneous Expenses & 40.00 \\
\hline Office Supplies & 197.98 \\
\hline \multicolumn{2}{|l|}{Payroll Expenses} \\
\hline Health Insurance & 1.916 .04 \\
\hline IPERS & 1,190.20 \\
\hline Medicare \& Social Security & 964.50 \\
\hline Unemployment Insurance & 1.13 \\
\hline Wages & 12,607,95 \\
\hline Total Payroll Expenses & 16,679.82 \\
\hline Phone 8 Internet Service & 134.34 \\
\hline RCC DISPOSAL/SUPPLIES & 4,816.20 \\
\hline Uniform Service & 272.55 \\
\hline Vehicle\& Equip. Parts\&Supplies & 324.40 \\
\hline Total Operating Fund Expenses & 28,905,52 \\
\hline Total Expense & 28,905.52 \\
\hline Net Income & 42,805.36 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline & Jul - Deec 19 & Budget & \$ Ower Budget & * of Budget & \\
\hline CDINTEREST & 6,904.76 & 0.00 & 6.904.76 & & 100.0\% \\
\hline OPERATING FUND & & & & & \\
\hline - ASSESSMENTS & \[
\begin{array}{r}
33.592 .96 \\
118.08
\end{array}
\] & 67.185.00 & -33.592.04 & 50:0\% & \\
\hline FARM INCOME & 2,078.00 & 1.500.00 & 578.00 & 138,5\% & \\
\hline GAS TAX REFUND & 0.00 & 50.00 & -50.00 & 0.0\% & \\
\hline \multicolumn{6}{|l|}{} \\
\hline APPLIANCES & 2,390.00 & 0.00 & 2.390 .00 & 100.0\% & \\
\hline Cs.D & 201.250.10 & 0.00 & 201,250, 10 & 100.0\% & \\
\hline CONCRETE & 372.96 & 0.00 & 37296 & 100.0\% & \\
\hline ELECTRONICS & 651.00 & 0.00 & 65100 & 100.0\% & \\
\hline LATEX PANNT & 189.00 & 0.00 & 18900 & 100.0\% & \\
\hline MSW & 319,864.99 & 0.00 & 319.164 .99 & 100.0\% & \\
\hline PACKER & 6,967.00 & 0.00 & 6.96700 & 100.0\% & \\
\hline RCC FEES & 49.00 & 0.00 & 49.00 & 100.0\% & \\
\hline TIRES & 3.521 .23 & 0.00 & 3,52123 & 100.0\% & \\
\hline TVS & 5,445.00 & 0.00 & 5,445.00 & 100.0\% & \\
\hline GATE CHARGES - Other & -416.92 & 1,025,000.00 & -1.025,416.92 & -0.0\% & \\
\hline Total GATE CHARGES & 539,583.36 & 1,025,000.00 & -485,415.54 & 52.6\% & \\
\hline INTEREST & 693.36 & 1.030.00 & -336.64 & 67.3\% & \\
\hline OTHER RECEIPTS & 5,245,15 & & & & \\
\hline REFUNDS AND REIMBURSEMENTS & 2,910.21 & 1.200.00 & 1.710 .21 & 242.5\% & \\
\hline SCRAP METAL SOLO & 2.572 .20 & 10,000.00 & -7.427.80 & 25.7\% & \\
\hline OPERATING FUND - Other & 1,244.24 & 0.00 & 1,244.24 & 1000\% & \\
\hline Total OPERATING FUND & 589,037.56 & 1.105.965.00 & -516,927.44 & & 53.3\% \\
\hline \multicolumn{6}{|l|}{POST CLOSURE RESERVE FUND} \\
\hline Total Post closure reserve fund & 0.00 & 5.734 .00 & -5,734.00 & & 0.0\% \\
\hline Total Income & 595,942 32 & 1.111.699.00 & -515,75668 & & 53.6\% \\
\hline \multicolumn{6}{|l|}{Expense} \\
\hline \multicolumn{6}{|l|}{Equipment reserve fund} \\
\hline EQUIPMENT PURGHASES & 0.00 & 80.000.00 & -80.000.00 & 0.0\% & \\
\hline Total EQUIPMENS RESERVE FUND & 0.00 & 80.000.00 & -80,000.00 & & 0.0\% \\
\hline LANDFILL POST CLOSURE FUND & & & & & \\
\hline CONSULTING ENGINEERING FEES & 2,360.60 & 5,058.00 & -2,677.40 & 471\% & \\
\hline DISCONTINUATION PROJECT & 0.00 & 0.00 & 0.00 & 0.0\% & \\
\hline LAB TESTING & 0.00 & 4,595.00 & -4,595.00 & 0.0\% & \\
\hline LEACHATE DISPOSAL & 1,679.33 & 2,500.00 & -820.67 & 67.2\% & \\
\hline LEACHATE SEEP REPAIR & 1.178.97 & 3,000.00 & -1.821.03 & 39.3\% & \\
\hline LEACHATE SYSTEM REPORTS & 1,125.00 & 9,088.00 & -7.943.00 & 12.4\% & \\
\hline OTHER DISBURSEMENTS & 0.00 & 790.00 & -790.00 & 0.0\% & \\
\hline WATER QUALITY REPORTS & 0.00 & 9,250.00 & -9,250.00 & 0.0\% & \\
\hline Total LANDFLLL POST CLOSURE FUND & 6.363.90 & 34,261,00 & -27,897, 10 & & 18.6\% \\
\hline
\end{tabular}


\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{10}{|c|}{HAMILTON COUNTY SOLID WASTE COMMISSION December - 2019 MONTHLY REPORT} \\
\hline DATE & DAY &  &  & CASH RECEIPTS TO PACKER &  & \begin{tabular}{l}
TOTAL \\
RECEIPTS
\end{tabular} & \begin{tabular}{l}
PACKER \\
WEIGHT \\
(TONS)
\end{tabular} & DAY PACKER DUMPED \& disposal chg & \begin{tabular}{l}
Latex \\
PAINT \\
fees
\end{tabular} \\
\hline 1 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 2 & Monday & 58.98 & 4436.08 & 24.00 & 135.20 & 4745.28 & & & \\
\hline 3 & Tuesday & 35.09 & 2135.57 & 8.00 & 447.95 & 2684.27 & & & \\
\hline 4 & Wed & 48.95 & 3589.38 & 24.00 & 188.30 & 3856.68 & & & \\
\hline 5 & Thursday & 46.07 & 3368.13 & 80.00 & 173.84 & 3824.22 & 1.14 & 86.64 & \\
\hline 6 & Friday & 79.20 & 5711.56 & 40.00 & 373.16 & 6220.72 & & & \\
\hline 7 & Sat & 11.17 & 215.08 & 176.00 & 892.64 & 1345.02 & lb & & \\
\hline 8 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 9 & Monday & 30.40 & 1844.11 & 16.00 & 537.41 & 2596.47 & & & \\
\hline 10 & Tuesday & 41.70 & 3024.92 & 32.00 & 180.30 & 3237.22 & 0.65 & 49.40 & \\
\hline 11 & Wed & 32.56 & 2301.86 & 16.00 & 205.55 & 2525.41 & & & \\
\hline 12 & Thursday & 27.04 & 2042.37 & 40.00 & 54.60 & 2243.02 & & & \\
\hline 13 & Friday & 108.82 & 8029.12 & 24.00 & 353.68 & 8494.91 & & & \\
\hline 14 & Sat & 6.73 & 213.65 & 72.00 & 406.34 & 721.99 & & & \\
\hline 15 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 16 & Monday & 100.67 & 7557.42 & 40.00 & 137.52 & 7773.84 & & & \\
\hline 17 & Tuesday & 120.51 & 8245.64 & 16.00 & 983.91 & 9316.25 & & & \\
\hline 18 & Wed & 38.27 & 3062.43 & 16.00 & 76.05 & 3164.48 & & & 183.46Flb \\
\hline 19 & Thursday & 36.97 & 2742.96 & 24.00 & 119.73 & 2913.44 & 1.26 & 95.76 & \\
\hline 20 & Friday & 58.72 & 4289.06 & 48.00 & 222.73 & 4597.79 & & & \\
\hline 21 & Sat & 9.40 & 244.72 & 112.00 & 670.40 & 1078.62 & & & \\
\hline 22 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 23 & Monday & 41.68 & 2895.45 & 88.00 & 384.33 & 3489.78 & & & \\
\hline 24 & Tuesday & 55.46 & 4107.04 & 72.00 & 140.56 & 4354.60 & & & \\
\hline 25 & Wed & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 26 & Thursday & 51.85 & 3538.92 & 104.00 & 492.92 & 4338.34 & 1.22 & 92.72 & \\
\hline 27 & Friday & 55.71 & 4031.25 & 64.00 & 298.56 & 4408.81 & & & \\
\hline 28 & Sat & 20.99 & 1171.25 & 144.00 & 581.36 & 1944.61 & & & \\
\hline 29 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & & & \\
\hline 30 & Monday & 51.03 & 3551.15 & 8.00 & 450.26 & 4116.42 & & & \\
\hline 31 & Tuesday & 14.55 & 1055.42 & 0.00 & 94.20 & 1278.08 & & & \\
\hline & TOTAL & 1182.52 & 83404.54 & 1288.00 & 8601.50 & 95270.27 & 4.27 & 324.52 & 0.00 \\
\hline & total avg & 47.30 & 3336.18 & 51.52 & 344.06 & 3810.81 & 0.17 & 12.98 & 0.00 \\
\hline
\end{tabular}

\section*{HAMILTON COUNTY SOLID WASTE COMMISSION}

December - 2019 MONTHLY REPORT
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[b]{2}{*}{DATE} & \multirow[b]{2}{*}{DAY} & \multicolumn{2}{|l|}{Tires, Tubes \& Rims} & \multicolumn{2}{|l|}{Appliances-White Goods} & \multicolumn{2}{|l|}{TV \& Electronics} & \multirow[t]{2}{*}{DAILY FORT DODGE TONS} & \multirow[t]{2}{*}{\begin{tabular}{l}
TONS OF \\
CONSTR. \\
TO BLDG.
\end{tabular}} & \multirow[t]{2}{*}{\begin{tabular}{l}
TONS \\
OF MSW \\
WASTE
\end{tabular}} \\
\hline & & UNITS & RECEIPTS & UNITS & RECEIPTS & UNITS & RECEIPTS & & & \\
\hline 1 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 2 & Monday & 0.00 & 0.00 & 1.00 & 10.00 & 12.00 & 140.00 & 43.32 & 3.00 & 55.98 \\
\hline 3 & Tuesday & 7.00 & 22.75 & 1.00 & 10.00 & 4.00 & 60.00 & 57.94 & 2.52 & 32.57 \\
\hline 4 & Wed & 0.00 & 0.00 & 4.00 & 40.00 & 1.00 & 15.00 & 49.91 & 4.01 & 44.94 \\
\hline 5 & Thursday & 15.00 & 162.25 & 1.00 & 10.00 & 2.00 & 30.00 & 65.40 & 6.25 & 39.82 \\
\hline 6 & Friday & 4.00 & 11.00 & 1.00 & 10.00 & 5.00 & 75.00 & 25.99 & 3.23 & 75.97 \\
\hline 7 & Sat & 15.00 & 41.25 & 2.00 & 20.00 & 1.00 & 15.00 & 63.13 & 0.00 & 11.17 \\
\hline 8 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 9 & Monday & 9.00 & 26.95 & 7.00 & 70.00 & 2.00 & 22.00 & 15.44 & 4.11 & 26.29 \\
\hline 10 & Tuesday & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 33.12 & 2.41 & 39.29 \\
\hline 11 & Wed & 1.00 & 2.75 & 0.00 & 0.00 & 0.00 & 0.00 & 42.41 & 5.79 & 26.77 \\
\hline 12 & Thursday & 0.00 & 0.00 & 0.00 & 0.00 & 7.00 & 106.05 & 47.80 & 3.61 & 23.43 \\
\hline 13 & Friday & 5.00 & 14.71 & 5.00 & 51.40 & 2.00 & 22.00 & 13.25 & 57.13 & 51.69 \\
\hline 14 & Sat & 0.00 & 0.00 & 0.00 & 0.00 & 2.00 & 30.00 & 37.18 & 0.00 & 6.73 \\
\hline 15 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 16 & Monday & 0.00 & 0.00 & 1.00 & 10.00 & 3.00 & 29.00 & 78.53 & 58.80 & 41.87 \\
\hline 17 & Tuesday & 0.00 & 0.00 & 7.00 & 70.70 & 0.00 & 0.00 & 121.06 & 75.06 & 45.45 \\
\hline 18 & Wed & 0.00 & 0.00 & 1.00 & 10.00 & 0.00 & 0.00 & 91.80 & 18.84 & 19.43 \\
\hline 19 & Thursday & 9.00 & 26.75 & 0.00 & 0.00 & 0.00 & 0.00 & 64.97 & 2.27 & 34.20 \\
\hline 20 & Friday & 4.00 & 28.00 & 1.00 & 10.00 & 0.00 & 0.00 & 22.02 & 1.76 & 56.96 \\
\hline 21 & Sat & 2.00 & 6.50 & 0.00 & 0.00 & 3.00 & 45.00 & 22.23 & 0.00 & 9.40 \\
\hline 22 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 23 & Monday & 0.00 & 0.00 & 4.00 & 40.00 & 6.00 & 82.00 & 47.09 & 2.20 & 39.48 \\
\hline 24 & Tuesday & 0.00 & 0.00 & 2.00 & 20.00 & 1.00 & 15.00 & 25.26 & 0.00 & 55.46 \\
\hline 25 & Wed & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 26 & Thursday & 2.00 & 5.50 & 10.00 & 100.00 & 5.00 & 67.00 & 67.73 & 11.27 & 40.58 \\
\hline 27 & Friday & 0.00 & 0.00 & 0.00 & 0.00 & 1.00 & 15.00 & 58.49 & 0.76 & 54.95 \\
\hline 28 & Sat & 4.00 & 13.00 & 2.00 & 20.00 & 1.00 & 15.00 & 17.80 & 0.00 & 20.99 \\
\hline 29 & Sun & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline 30 & Monday & 21.00 & 65.01 & 2.00 & 20.00 & 2.00 & 22.00 & 34.47 & 12.82 & 38.21 \\
\hline 31 & Tuesday & 0.00 & 0.00 & 0.00 & 0.00 & 12.00 & 128.46 & 39.74 & 0.00 & 14.55 \\
\hline & TOTAL & 98.00 & 426.42 & 52.00 & 522.10 & 72.00 & 933.51 & 1186.08 & 275.84 & 906.18 \\
\hline & TOTAL AVG & - 3.92 & 17.06 & 2.08 & 20.88 & 2.88 & 37.34 & 47.44 & 11.03 & 36.25 \\
\hline
\end{tabular}

\title{
HAMILTON COUNTY TRANSFER STATION
}

\title{
(Managers Report for December 2019)
}

\section*{Damage to Red Pick up.}

I Cap had an adjuster out to view the damage to the front end of the 2006 Red Work Truck. I have not received any feedback from the I Cap adjuster. Marty's Body Shop has been contacted they are 2-weeks out to do the work. Truck is also leaking brake fluid and is in need of repairs. I did type up a accident report to place in employee file with his and my signature on it.

\section*{Travis Trailer Repair Update}

We are still waiting on the new tailgate to arrive at the repair shop in Des Moines. The plan is to perform trailer repairs before our spring volume increase takes place with temperature warming up. Project is still on track to be done the last half of Jan. 2020. I will update on progress.

\section*{Volvo Semi Tractor Break Down}

On December 27th our Volvo Semi Tractor started acting up just outside our gate headed to Ft. Dodge with a load. The truck would not go over 25 mph . and the dashboard was full of error codes. Operator turned around with the outbound load at the corner south of transfer station. We replaced fuel filters and air filter thinking that may correct the problem. It did not. Had unit towed to Reese Trucking in Ft. Dodge. Up to this point I only know that they found some bare wires that were rubbing on the frame. That was Thursday Jan. 2nd. Still do not have it back in rotation.


\section*{Hamilton Country Solid Waste Commission \\ 2019 Wage Declaration}
\begin{tabular}{lr} 
Employee & Gross Annual Wage \\
Kevin Dingman & \(\$ 34,792.01\) \\
Jerry Klaver & \(\$ 2,984.25\) \\
Cherie Ferguson & \(\$ 14,529.55\) \\
Keenan Elliott & \(\$ 41,587.27\) \\
Terry Klaver & \(\$ 65,982.28\) \\
Total & \(\$ 159,875.36\)
\end{tabular}

\section*{AGREEMENT TO HOLD HARMLESS}

For consideration received the undersigned hereby agrees to indemnify and hold harmless North Central IA Regional Solid Waste Agency, hereinafter the "Agency", harmless from all and any claims arising from the use of the Agency's equipment or from the action of Agency's employees in removing, attempting to remove, or assisting in the removal of a frozen material from the undersigned's open-top waste container, closed-top waste container or dump truck.

Such indemnification shall extend to any and all liabilities, expenses, costs, damages, and/or losses of any kind, including reasonable attorney's fees and all expenses in defense of any such claims.

Dated this \(\qquad\) day of \(\qquad\) , 201 \(\qquad\)

Hauler```


[^0]:    *State law reference-Unfair or discriminatory housing practices, Code of Iowa § 216.8.

[^1]:    John Hawkins, Mayor

