



**AGENDA**  
**City Council Meeting**  
**City Hall Council Chambers - Webster City, Iowa**  
**December 5, 2022 - 6:00 p.m.**

This meeting will be open to the public and can also be attended via Zoom.com:

**Meeting ID 883 6477 8166**

Phone number to call to participate via telephone is **1-312-626-6799 US (Chicago)**

**ROLL CALL**

**Motion on Approval of Agenda**

**Pledge of Allegiance**

**1. 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.

- a. Public Information

**2. MINUTES, CLAIMS, REPORTS, LICENSES**

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.

- a. Minutes of [November 21, 2022](#) and [November 28, 2022](#)
- b. [RESOLUTION](#) on [PAYROLL](#) for the period ending November 19, 2022 and paid on November 25, 2022
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. Recommend approval for issuance of Beer and Liquor Licenses by the Iowa Department of Commerce for the following:
  - 1. Renewal: Class B Retail Alcohol License (Sunday Sales now included in license)  
Hy-Vee, Inc. – Webster City Fast and Fresh Express, 819 2<sup>nd</sup> Street
  - 2. Renewal: Class B Retail Alcohol License (Sunday Sales now included in license)  
Kwik Trip, Inc., (Kwik Star #924), 505 Fair Meadow
- e. Council Committee Reports
- f. Other reports and recommendations

**3. GENERAL AGENDA**

- a. Annual Presentation by YSS on services provided to Hamilton County – Bambi Schrader,  
Community Collaborations Manager [FLYER](#) [AUDIT REPORT](#) [ADVISORY-PUBLIC FUNDS](#)  
[BEST PRACTICES-STATE AUDITOR](#) [RESPONSE-AUDITOR OF STATE](#)

## City Council Meeting Agenda – December 5, 2022

- b. Update on 719 Des Moines Street – regarding Unsafe Building Notice

[11-21-2022 MEMO](#)

[LETTER 11-10-22](#)

[NOTICE](#)

[JEO REPORT](#)

[KPE REPORT](#)

- c. [COUNCIL MEMORANDUM](#) Third Reading of an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019 by Amending Chapter 48 Pertaining to Sewer Rental Rates.

[PROPOSED RATES ALL USERS](#)

[RATE IMPACT](#)

[PROPOSED ORDINANCE](#)

### *Pass and Adopt Ordinance*

- d. [COUNCIL MEMORANDUM](#) First Reading of an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019 by amending Chapter 46, Article X: Pertaining to Off-Road Utility Vehicles and Golf Carts within the Corporate Limits of the City of Webster City, Iowa [ORDINANCE](#)

- e. [RESOLUTION](#) accepting and approving acquisition of property generally located at 714 Park Avenue in the City of Webster City, Hamilton County, Iowa. [COURT ORDER](#)

- f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) Authorizing the Mayor and City Clerk to sign and execute Option Agreement for purchase of 129 Second Street East in Webster City, Iowa.

[2022 PRICE INCREASE](#)

[2023 PRICE INCREASE](#)

[AGREEMENT](#)

- g. Discussion on setting date/time to meet on Wilson Brewer Historic Park.

## **4. ADJOURN**

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

**CITY COUNCIL MEETING MINUTES**  
**Webster City, Iowa November 21, 2022 – 6:00 p.m.**

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on November 21, 2022, upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers Mayor John Hawkins and the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

*This meeting was Open to the Public with limited capacity and by electronic means utilizing the Zoom Platform. Details were provided in using the Zoom platform either by joining through the web portal or by calling in to view or participate.*

It was moved by Hansen and seconded by McFarland to approve the agenda.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance.

**PETITIONS – COMMUNICATIONS – REQUESTS**

None brought forth

**PUBLIC INFORMATION**

Mayor Hawkins recognized the Jaycox Family on their dedication in improving Brewer Creek Shelter. A Certificate was presented to Lynn and Deb Jaycox in appreciation of the hard work put into the project.

**MINUTES, CLAIMS, REPORTS AND LICENSES**

It was moved by McFarland and seconded by McKinney that the following items be accepted and placed on file, or approved and adopted collectively:

- a. That the meeting minutes of November 7, 2022 be approved.
- b. That Resolution No. 2022-179 approving Payroll for the period ending November 5, 2022 and paid on November 11, 2022, in the amount of \$183,319.94 be passed and adopted.
- c. That Resolution No. 2022-180 approving bills paid in the amount of \$1,339,047.17 be passed and adopted.
- d. City Manager's Reports – October 2022
- e. Police Department Report – October 2022
- f. Fire Department Report – October 2022
- g. Hamilton County Solid Waste Commission Agenda Packet - November 9, 2022
- h. Council Committee Reports – None brought forth.
- i. Other reports and recommendations – None brought forth

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

**GENERAL AGENDA**

c. A hearing before the City Council requested by Shawn Anderson regarding Unsafe Building Notice issued for building located at 719 Des Moines Street was held. Mr. Anderson addressed the Council in regard to the engineer's reports referred to in the Notice and requested that Council withdraw the notice as he awaits additional information from his insurance and engineer. After much discussion the following motion was presented:

## **City Council Meeting Minutes, November 21, 2022**

It was moved by Welch and seconded by McFarland that the City refrain from posting signs until engineer reports are reviewed and Council is provided additional information by the next Council Meeting scheduled for December 5, 2022, with the provision that if necessary a special meeting could be scheduled prior to that date.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

### **6:05 PUBLIC HEARINGS**

a. November 21, 2022 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Lincoln Drive Project, the same was held. No written objections were received and no oral objections were presented.

It was moved by Welch and seconded by McFarland that Resolution No. 2022-181 finally approving and confirming Plans, Specifications and Form of Contract and Estimate of Cost for the Lincoln Drive Reconstruction Project and awarding Contract to Doyle Construction in the amount of \$1,376,376.50 and committing necessary funds to complete the Project be passed and adopted.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

Brandon Bahrenfuss, Street Department Supervisor, informed Council of the many previous issues in this area and the scope and cost of the project.

b. November 21, 2022 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Boone River Concrete Panel Replacement, the same was held. No written objections were received and no oral objections were presented.

It was moved by Welch and seconded by Hansen that Resolution No. 2022-182 approving and confirming Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of Boone River Trail Panel Replacement Project and authorizing the Mayor to sign the Agreement with Woodruff Construction, Inc. be passed and adopted.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

Biridiana Bishop, Assistant City Manager, provided background of this project and the use of CDBG funds to cover costs of the project.

d. It was moved by Hansen and seconded by McKinney that the Second Reading of an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019 by Amending Chapter 48 Pertaining to Sewer Rental Rates be approved.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Daniel Ortiz-Hernandez, City Manager, informed Council that there had been no changes to the Ordinance since First Reading was approved on November 21, 2022.

e. It was moved by Welch and seconded by McKinney that Resolution No. 2022-183 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (FAREWAY) be passed and adopted.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

f. It was moved by McKinney and seconded by Welch that Resolution No. 2022-184 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (WCF Financial Bank and Webster City Sewer Fund) be passed and adopted.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.



**City Council Meeting Minutes, November 21, 2022**

g. It was moved by Hansen and seconded by McFarland that Resolution No. 2022-185 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (3DK Enterprises, LLC) be passed and adopted.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

h. It was moved by Hansen and seconded by McKinney that Resolution No. 2022-186 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Ridge Development, LLC and LMI Fund) be passed and adopted.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

i. It was moved by Welch and seconded by McFarland that Resolution No. 2022-187 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Kenyon Hill Ridge, LLC and LMI Fund) be passed and adopted.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

j. It was moved by Welch and seconded by Hansen that Resolution No. 2022-188 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Gary & Brenda Fox) be passed and adopted.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

k. It was moved by McKinney and seconded by McFarland that Resolution No. 2022-189 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (First State Bank, Addition #2) be passed and adopted.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

l. It was moved by Welch and seconded by Hansen that Resolution No. 2022-190 approving the Official Annual Urban Renewal Report be passed and adopted.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

m. It was moved by Hansen and seconded by Welch that Resolution No. 2022-191 approving the Official City Street Financial Report be passed and adopted.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

n. It was moved by Hansen and seconded by Welch that Resolution No. 2022-192 on Transfer Cash from Various Funds to Other Various Funds be passed and adopted.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

o. It was moved by Welch and seconded by McFarland that Resolution No. 2022-193 authorizing the Assistant City Manager to execute Change Order No. 1 to the Contract with Woodruff Construction for the City Hall Basement and Floor Reconstruction Project and Authorizing Payment #2 to Woodruff Construction be passed and adopted.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

Assistant City Manager Bishop explained the purpose of the Change Order and request for Payment #2 to the Contractor for work performed.

p. It was moved by Hansen and seconded by McFarland that Resolution No. 2022-194 amending previously adopted Purchasing Policies and Procedures for the City of Webster City, Iowa be passed and adopted.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

**City Council Meeting Minutes, November 21, 2022**

Assistant City Manager Bishop went through some of the changes that were made and items that were added to the current Purchasing Policies and Procedures and informed Council there would be training sessions offered for employees as the new policies and procedures are implemented.

q. It was moved by Welch and seconded by McFarland that Resolution No. 2022-195 setting December 19, 2022 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa for a Public Hearing to commence a Public Improvement Project to Construct the Fair Meadow Drive Widening and Reconstruction Project and to Acquire Property for the Project be passed and adopted.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

r. It was moved by McFarland and seconded by Hansen that Resolution No. 2022-196 authorizing the Mayor to sign and execute Amendment No. 21 with Snyder and Associates to provide Additional Professional Services needed for 2023 Watermain Repair Project be passed and adopted.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

Street Department Supervisor Bahrenfuss spoke on the Amendment.

s. It was moved by Welch and seconded by McFarland that Resolution No. 2022-197 authorizing the Mayor to sign and execute Amendment No. 22 with Snyder and Associates to provide Additional Professional Services needed for Water System Study be passed and adopted.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

t. It was moved by Welch and seconded by Hansen that Resolution No. 2022-198 authorizing the Mayor to sign and execute Amendment No. 23 with Snyder and Associates to provide additional Professional Services needed for StormWater System Study be passed and adopted.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

Assistant City Manager Bishop informed Council of the benefits of the above Amendments (agenda items s&t) and stated if approved, would not commence until after July 1, 2023.

u. A six-month review of the 2022 City Council Goal Setting Report was presented to Council and discussion was held on the status of the various goals defined in the report. Assistant City Manager Bishop went through the review and received direction from Council on how to proceed with some of the items.

v. It was moved by Welch and seconded by McFarland that Resolution No. 2022-199 authorizing the Mayor to Authorize and Sign Enhance Hamilton County Grant Application Fiscal Sponsorship Requests be passed and adopted.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

w. It was moved by Welch and seconded by McFarland that Resolution No. 2022-200 authorizing the City Information Director to purchase Two New GETAC Rugged Laptops be passed and adopted.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

x. It was moved by McFarland and seconded by Hansen that Request from Chamber of Commerce to close the following streets on Saturday, December 3, 2022 for the Christmas in the City Parade from 4:00 to 6:30 p.m.: Seneca Street between Bank and Second - Alley access blocked; Second Street from Seneca to Prospect; and Intersection closure at Prospect and Second, be approved.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

y. A follow-up Discussion was held on additional information presented regarding Automated Traffic Enforcement Systems (Speed and Red Light Cameras) from the November 7<sup>th</sup>, 2022 regular City Council Meeting.

It was moved by McKinney and seconded by Hansen that staff reach out to a sole source provider to present to Council on Automated Traffic Enforcement Systems (Speed and Red Light Cameras) at a future meeting.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

**City Council Meeting Minutes, November 21, 2022**

z. City Manager Ortiz-Hernandez, led a discussion on Fiscal Year 2023 - 2024 Budget Development Process Overview and City Council Budget Priorities and Reductions Ranking System was held. He informed Council that when looking at the upcoming budget planning, that when looking at the long-range plans, Council will really need to focus on prioritizing items and will be implementing a ranking system to do so.

aa. Discussion was held on the language of the current Hotel/Motel Ordinance and intent of the allocation of 25% designated to be used for Park and Recreation capital projects and improvements. Consensus of Council was to leave the wording as currently stated in the Ordinance.

ab. Discussion was held on Wilson Brewer Historic Park Commission's recommendation for the current advisory committee to take over operation of Wilson Brewer Park as soon as possible to begin negotiation with Hamilton County. Council Members Welch and McKinney felt the recommendation was too vague and felt more information was needed. Welch stated that he did not agree with relinquishing authority to a committee with no oversight from the council. It was suggested that a special meeting be scheduled with the Park and Recreation Commission, Wilson Brewer Historic Park Committee, and Hamilton County Board of Supervisors to obtain additional information and gain a better understanding of the recommendation. Staff will work on setting a date and time for this meeting that will work for all parties involved, therefore, the following action was taken:

It was moved by McKinney and seconded by Hansen to table the recommendation presented by the Wilson Brewer Historic Park Commission to be placed on a future agenda.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

It was moved by Hansen and seconded by McFarland that Council adjourn.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

The November 21, 2022 Regular City Council Meeting stood adjourned at 8:20 p.m.

---

John Hawkins, Mayor

---

Karyl K. Bonjour, City Clerk

**CITY COUNCIL MEETING MINUTES**  
**Public Meeting – Joint Work Session**  
**City Council, Hamilton County Board of Supervisors,**  
**Park and Recreation Advisory Commission and Wilson Brewer Historic Park Committee**  
**November 28, 2022 – 6:00 p.m. Webster City, Iowa**

The City Council met in a special Joint Work Session with members of the Hamilton County Board of Supervisors, members of the Park and Recreation Advisory Commission and members of the Wilson Brewer Historic Park Committee at the Council Chambers in City Hall, Webster City, Iowa at 6:00 p.m., on November 28, 2022.

1. The work session was called to order by Mayor John Hawkins and roll being called there were present Mayor John Hawkins and the following named Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

2. It was moved by Welch and seconded by McFarland to approve the agenda.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Park and Recreation Advisory Commission Roll Call was taken by Assistant Parks and Recreation/Public Grounds Supervisor Breanne Leshner with the following members present: Allison Appel, Chris Kehoe, Zoami Sosa and Tyrone Wohlford. Member Ann Kness was absent.

Also present were Hamilton County Supervisors Rick Young and Jerry Klobberdanz and Wilson Brewer Historic Park Committee Members Gary Groves, Kim Anderson and Doug Bailey (arrived at 6:20 p.m.).

Others present were City Manager Daniel Ortiz-Hernandez, Assistant City Manager Biridiana Bishop, City Clerk Karyl Bonjour and Parks and Recreation Director Larry Flaws and several members of the public.

3. The purpose of the joint work session was to discuss the future of Wilson Brewer Historic Park. Concerns of the legalities the City has in the ownership and obligations set forth in the original documents when the park was given to the City were expressed. Steps in moving forward could rely on that information. Council Member Welch mentioned his expectations of the joint session were to talk through what is expected of all parties involved. Those present who spoke at the meeting, not representing any of the entities mentioned above were: Darlene Dingman, Dean Bowden, and Denny Webb. Among several topics discussed were current and ongoing funding and the offering of an endowment being contingent on the establishment of an elected board to oversee the park and the endowment. Council Members, Supervisors, Committee and Commission members all agreed that there has been a lot of miscommunication and misinterpretation between all of the entities and the discussion helped clear up some of those issues. Consensus of Council was to move forward in meeting with County to determine if an elected Board is a possibility, the structure and representation of the Board, and what powers and oversight the Board would have. Setting budget guidelines for the new Board would also need to be considered, with oversight by City and County on approval of certain expenditures. A meeting of County and City representatives will be scheduled in the upcoming weeks to discuss and possibly move forward where all parties involved feel comfortable.

It was moved by McFarland and seconded by McKinney to adjourn the Joint Work Session.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

The November 28, 2022 Joint Work Session of the City Council, Hamilton County Board of Supervisors, Park and Recreation Advisory Commission and Wilson Brewer Historic Park Committee stood adjourned at 7:26 p.m.

---

John Hawkins, Mayor

---

Karyl K. Bonjour, City Clerk

**RESOLUTION NO. 2022 -**

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

That the payroll for the 80-hour period ending November 19, 2022 and paid on November 25, 2022 aggregating the sum of \$188,126.10 herewith presented, be and the same is hereby approved.

Passed and adopted this 5<sup>th</sup> day of December, 2022.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
20035	BISHOP, BIRIDIANA	4,072.76	80.00	.00	.00	.00	.00	.00	125.00	.00	2,687.03
60722	CHELESVIG, BETH A.	3,121.59	80.00	.00	.00	.00	.00	.00	.00	.00	2,044.36
61245	DINSDALE, ASHLEY J.	1,760.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,327.18
20020	ORTIZ-HERNANDEZ, DANIEL	5,368.91	80.00	.00	.00	.00	.00	.00	175.00	.00	2,853.74
60003	SMITH, ELIZABETH A.	2,197.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,477.07
Total CITY MANAGER:											
5		16,520.86	400.00	.00	.00	.00	.00	.00	300.00	.00	10,389.38
30980	STRONER, BRIAN M.	2,822.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,979.75
Total ENVIRONMENTAL/SAFETY:											
1		2,822.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,979.75
61164	BONJOUR, KARYL K.	2,266.36	80.00	.00	.00	.00	.00	.00	.00	.00	1,488.47
61238	HAGLUND, DENISE D.	1,525.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,036.06
61243	HESLEY, EMILY M.	1,680.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,247.48
61241	JOHNSON, LAURA A.	1,440.00	80.00	.00	.00	.00	.00	.00	.00	.00	855.58
61190	NERLAND, DEDRA R.	1,994.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,379.05
61163	PEVESTORF, ELIZABETH J.	2,016.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,387.52
30329	WOLFGRAM, DOREEN A.	3,117.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,158.38
Total FINANCE OFFICE:											
7		14,039.97	560.00	.00	.00	.00	.00	.00	.00	.00	9,552.54
40857	DOOLITTLE, KENDALL J.	20.00	.00	.00	.00	.00	.00	20.00	.00	17.23	.00
41263	ESTLUND, JEROMY J.	2,980.16	126.00	.00	.00	355.84	.00	.00	.00	.00	2,171.24
41395	FEICKERT, DAKOTA L.	588.00	40.00	.00	.00	.00	.00	28.00	.00	.00	454.08
41038	FERGUSON, WILLIAM M.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41300	FOX, JEFFREY A.	266.00	15.00	.00	.00	.00	.00	56.00	.00	.00	217.91
41438	FRAKES, JUSTIN M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41260	FRAZIER, LOGAN W.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41432	HANSON, STEVEN M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
40971	HAYES, BRANDON W.	2,692.48	112.00	.00	.00	.00	.00	.00	174.72	.00	1,973.04
41445	HAYES, HARRISON W.	266.00	15.00	.00	.00	.00	.00	56.00	.00	229.13	.00
41441	HAYES, HUNTER W.	80.00	.00	.00	.00	.00	.00	80.00	.00	18.84	.00
40031	HOLST, RONALD W.	60.00	.00	.00	.00	.00	.00	60.00	.00	51.68	.00
41192	JESSEN, PHILLIP N.	392.00	24.00	.00	.00	.00	.00	56.00	.00	290.64	.00
41460	LEHMAN, MICHEAL L.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	50.41
41200	MADSEN, TODD M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	51.68
41515	SCHWERING, DREW M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41219	SOWLE JR., ANDREW W.	2,498.72	112.00	.00	.00	.00	.00	.00	.00	.00	1,495.44
41400	STANSFIELD, CHARLES T.	3,083.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,034.10
41029	STEWART, EARL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41485	THUMMA, AMANDA L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41088	TOLLE, PAUL A.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.46	.00
41216	WEINSCHENK, KENRIC J.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
40815	WILLS, DON H.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
41340	YOUNGDALE, COLE C.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41270	ZEHNER, DONALD F.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
Total FIRE DEPARTMENT:											
25		13,466.56	524.00	.00	.00	355.84	.00	896.00	174.72	734.33	8,706.48
61240	WINTER, KIRBY L.	4,086.96	80.00	.00	.00	.00	.00	.00	20.00	.00	2,810.78

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
Total INFORMATION SYSTEMS:											
		1	4,086.96	80.00	.00	.00	.00	.00	20.00	.00	2,810.78
61235	SIMPSON, CORY L.	1,994.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,398.54
Total INSPECTION:											
		1	1,994.40	80.00	.00	.00	.00	.00	.00	.00	1,398.54
31210	BARNES, DERRICK S.	3,428.45	86.50	.00	372.45	.00	.00	.00	.00	.00	2,330.60
31185	CASEY, DANA R.	3,241.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,190.63
31190	DAYTON, BRYAN K.	3,273.87	81.00	.00	60.26	.00	.00	.00	.00	.00	2,208.04
30678	DICKINSON, ADAM L.	3,838.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,599.76
31230	MC COLLOUGH, DOUGLAS J.	3,396.07	83.00	.00	180.86	.00	.00	.00	.00	.00	2,342.17
31184	MOURTON, RUSSELL E.	3,241.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,860.89
31240	NEWMAN, BRADY N.	2,000.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,479.47
31186	ORTON, RYAN D.	3,488.84	80.00	.00	.00	.00	.00	.00	.00	.00	2,352.11
30918	PARKHILL, MARTY E.	3,502.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,397.81
Total LINE DEPARTMENT:											
		9	29,411.23	730.50	.00	613.57	.00	.00	.00	.00	19,761.48
30976	MADSEN, TODD M.	1,776.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,286.20
31188	PASCHKE, RODNEY A.	1,839.54	84.00	.00	128.34	.00	.00	.00	.00	.00	1,217.80
Total METER DEPARTMENT:											
		2	3,615.54	164.00	.00	128.34	.00	.00	.00	.00	2,504.00
61250	BERTRAN, ARIEL L.	2,538.47	80.00	.00	.00	.00	.00	.00	.00	.00	1,776.48
Total PLANNING/ZONING:											
		1	2,538.47	80.00	.00	.00	.00	.00	.00	.00	1,776.48
41480	DILLEY, JEAN M.	1,875.70	88.00	.00	.00	.00	291.36	.00	.00	.00	1,305.60
41500	HOLCOMBE, IAN J.	1,676.30	80.00	.00	.00	.00	.00	.00	.00	.00	1,170.47
41390	NOWELL, TANNER J.	2,071.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,476.36
41475	RUSH, DEBORAH G.	2,187.73	90.25	.00	72.02	.00	341.44	.00	.00	.00	1,485.64
41525	SCHANZ, ALEC M.	1,488.08	81.00	.00	27.28	.00	.00	.00	.00	.00	1,085.78
41510	WHITEHILL, AUDRIANA G.	1,863.38	88.00	.00	.00	.00	291.04	.00	.00	.00	1,288.04
41207	WINDSCHITL, JOAN E.	1,824.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,128.65
Total POLICE DEPARTMENT-D:											
		7	12,986.39	587.25	.00	99.30	.00	923.84	.00	.00	8,940.54
41430	BASINGER, RYAN A.	2,513.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,820.47
41191	HOUGE, CLINTON J.	2,594.64	84.00	.00	.00	.00	.00	.00	.00	.00	1,811.95
41453	LEHMAN, MICHEAL L.	2,471.64	84.00	.00	.00	.00	.00	.00	.00	.00	1,820.15
41465	LOWE, ANDREW T.	3,325.74	96.00	.00	.00	677.04	.00	.00	.00	.00	2,411.49
41479	LUFT, ANTHONY J.	2,718.39	98.00	.00	.00	.00	.00	.00	.00	.00	2,013.98
41230	MCKINLEY, ERIC K.	3,040.15	84.00	.00	.00	.00	.00	.00	.00	.00	2,192.25
41110	MORK, SHILOH B.	3,269.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,183.40
41471	MOURLAM, DALTON G.	2,625.12	84.00	.00	.00	.00	.00	.00	.00	.00	1,850.83
41225	PRITCHARD, BRANDON D.	2,848.95	84.00	.00	.00	.00	.00	.00	.00	.00	2,009.82
41426	ROSE, DYLAN M.	2,730.82	84.00	.00	.00	.00	.00	.00	.00	.00	1,807.07
41450	THUMMA, STEVEN L.	2,506.36	87.00	127.04	.00	.00	.00	.00	.00	.00	1,622.84
41495	WATKINS, MARK D.	2,523.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,851.22

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
Total POLICE DEPARTMENT-O:											
		12	33,168.22	1,033.00	127.04	.00	677.04	.00	.00	.00	23,395.47
70980	HARMS, BRIAN K.	1,737.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,284.25
51195	RODEN, JACOB J.	1,879.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,275.10
Total PUBLIC GROUNDS:											
		2	3,616.80	160.00	.00	.00	.00	.00	.00	.00	2,559.35
81653	BINDER, MEREDITH K.	273.00	21.00	.00	.00	.00	.00	.00	.00	234.94	.00
81726	BINDER, RILEY K.	92.00	8.00	.00	.00	.00	.00	.00	.00	.00	84.97
81743	DINSDALE, SOPHIE J.	216.00	18.00	.00	.00	.00	.00	.00	.00	.00	197.48
70100	FLAWS, LARRY J.	2,704.22	80.00	.00	.00	.00	.00	.00	85.00	.00	1,797.09
81708	GALLENLINE, ABIGAIL M.	49.00	4.00	.00	.00	.00	.00	.00	.00	45.25	.00
81746	GALLENLINE, OLIVIA M.	72.00	6.00	.00	.00	.00	.00	.00	.00	66.50	.00
81740	GARVEY, ANNE N.	72.00	6.00	.00	.00	.00	.00	.00	.00	.00	66.50
70107	GLASCOCK, MARK A.	2,162.20	90.00	.00	341.40	.00	.00	.00	.00	.00	1,421.66
81711	HANSEN, ELLA M.	48.00	4.00	.00	.00	.00	.00	.00	.00	.00	44.32
81667	LAMB, MITCHELL S.	195.00	15.00	.00	.00	.00	.00	.00	.00	.00	165.81
70975	LESHER, BREANNE M.	2,237.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,512.88
81651	LINDSTROM, SARAH J.	510.00	40.00	.00	.00	.00	.00	.00	.00	407.84	.00
81673	MCKEE, BRONWYN E.	110.00	10.00	.00	.00	.00	.00	.00	.00	.00	101.58
81760	MILLER, COLE D.	49.50	4.50	.00	.00	.00	.00	.00	.00	.00	45.71
81689	NELSEN, DENISE L.	831.57	53.00	.00	.00	.00	.00	.00	.00	.00	661.71
81757	NOHRENBERG, BONNIE RAE	144.00	12.00	.00	.00	.00	.00	.00	.00	.00	131.98
81742	OUVERSON, ERIN A.	99.00	9.00	.00	.00	.00	.00	.00	.00	.00	91.42
81744	PECK, EMMA G.	146.00	13.00	.00	.00	.00	.00	.00	.00	.00	133.83
31195	PETERSON, RICK E.	2,006.39	85.00	.00	171.99	.00	.00	.00	.00	.00	1,393.18
81665	PRUISMANN, LINDA A.	781.66	46.75	.00	.00	.00	.00	.00	.00	.00	591.78
81719	SCHULTZ, CAMDEN J.	24.00	2.00	.00	.00	.00	.00	.00	.00	.00	22.16
81470	SPELLMEYER, WILLIAM C.	291.60	20.00	.00	.00	.00	.00	.00	.00	222.95	.00
81747	STANLEY, KAMEY	96.00	8.00	.00	.00	.00	.00	.00	.00	88.66	.00
81761	STUELAND, CAMERON M.	220.00	20.00	.00	.00	.00	.00	.00	.00	200.17	.00
Total RECREATION:											
		24	13,430.75	655.25	.00	513.39	.00	.00	85.00	1,266.31	8,464.06
51187	BAHRENFUSS, BRANDON D.	4,253.01	109.00	.00	1,121.09	.00	.00	.00	.00	.00	2,927.91
51210	DANIELS, JACOB S.	1,961.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,383.19
51178	DOOLITTLE, DAN L	473.00	21.50	.00	.00	.00	.00	.00	.00	.00	396.06
51225	JONDAL, KOOPER M.	1,760.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,304.67
51220	KLIEGL, SHAWN A.	1,908.50	84.50	.00	148.50	.00	.00	.00	.00	.00	1,336.94
51190	RATCLIFF, BRETT D.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,418.59
51230	SCHEUERMANN, RILEE C.	1,153.36	40.00	.00	.00	.00	.00	.00	.00	.00	877.60
51184	WILLIAMS, ZACHARY W.	2,345.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,598.80
51205	YOUNGDALE, COLE C.	2,449.28	86.00	.00	247.68	.00	.00	.00	.00	.00	1,711.75
Total STREET DEPARTMENT:											
		9	18,435.55	661.00	.00	1,517.27	.00	.00	.00	.00	12,955.51
30772	DINGMAN, CHAD M.	2,584.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,886.90
30977	JACKSON, JEFFREY S.	2,252.72	89.00	.00	37.76	.00	.00	.00	.00	.00	1,542.12
31179	WEST, JOHN A.	2,484.03	89.00	.00	.00	.00	.00	.00	.00	.00	1,837.86



Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
Total WASTEWATER:												
		3	7,320.75	258.00	.00	37.76	.00	.00	.00	.00	5,266.88	
31189	CHAMBERS, TODD A.	2,498.30	82.00	.00	90.30	.00	.00	.00	.00	.00	1,569.68	
31220	FARWELL, GREGORY A.	2,582.78	89.00	.00	.00	.00	.00	.00	.00	.00	1,792.95	
31215	KNOWLES, NICHOLAS A.	3,970.17	89.00	.00	.00	.00	.00	.00	.00	.00	2,546.57	
31225	PARKER, LOGAN M.	1,620.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,394.17	
Total WATER PLANT:												
		4	10,671.25	340.00	.00	90.30	.00	.00	.00	.00	7,303.37	
Grand Totals:												
		113	188,126.10	6,393.00	127.04	2,999.93	1,032.88	923.84	896.00	579.72	2,000.64	127,764.61

**RESOLUTION NO. 2022 -**

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

That we, the City Council of the City of Webster City, Iowa, having examined bills aggregating the sum of \$392,306.55 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 5<sup>th</sup> day of December, 2022.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>3DK ENTERPRISES, LLC (6213)</b>							
112822	1	Invoice	DEC 2022 TIF PYMT-3DK ENTERPRISES, LLC	11/28/2022	4,819.94	05/23	290-23-98-5395-910
Total 112822:					4,819.94		
Total 3DK ENTERPRISES, LLC (6213):					4,819.94		
<b>APPLIANCE PLUS (7001)</b>							
112822	1	Invoice	DECEMBER 2022 TIF PAYMENT-APPLIANCE	11/28/2022	12,626.81	05/23	295-23-98-5395-910
Total 112822:					12,626.81		
Total APPLIANCE PLUS (7001):					12,626.81		
<b>FAREWAY STORES - BOONE (4162)</b>							
112822	1	Invoice	DEC 2022 TIF PAYMENT-FAREWAY STORES,	11/28/2022	3,601.59	05/23	284-23-98-5395-910
Total 112822:					3,601.59		
Total FAREWAY STORES - BOONE (4162):					3,601.59		
<b>FIRST STATE BANK (299)</b>							
112822	1	Invoice	DEC 2022 TIF PYMT - AGMT #1 FSB	11/28/2022	28,276.72	05/23	285-23-98-5395-910
Total 112822:					28,276.72		
Total FIRST STATE BANK (299):					28,276.72		
<b>RIDGE DEVELOPMENT CO., LLC (6828)</b>							
112822	1	Invoice	DEC 2022 TIF PYMT-RIDGE DEV CO, LLC	11/28/2022	1,454.00	05/23	294-23-98-5395-910
Total 112822:					1,454.00		
Total RIDGE DEVELOPMENT CO., LLC (6828):					1,454.00		
<b>WCF FINANCIAL BANK (5526)</b>							
112822	1	Invoice	DEC 2022 TIF PYMT-WCF FINANCIAL BANK	11/28/2022	26,587.01	05/23	287-23-98-5395-910
Total 112822:					26,587.01		
Total WCF FINANCIAL BANK (5526):					26,587.01		
<b>WCF FINANCIAL BANK - GOURLEY TIF (2574)</b>							
112822	1	Invoice	DEC 2022 TIF PYMT-GOURLEY TIF	11/28/2022	8,324.82	05/23	281-23-98-5395-910
Total 112822:					8,324.82		
Total WCF FINANCIAL BANK - GOURLEY TIF (2574):					8,324.82		
<b>WOODRUFF CONSTRUCTION, INC. (7449)</b>							
112122	1	Invoice	2021 CITY HALL BASEMENT RECONSTRUCT	11/21/2022	9,036.12	05/23	602-23-36-5480-880
112122	2	Invoice	2021 CITY HALL BASEMENT RECONSTRUCT	11/21/2022	15,813.20	05/23	100-24-36-5480-880
112122	3	Invoice	2021 CITY HALL BASEMENT RECONSTRUCT	11/21/2022	9,036.11	05/23	603-23-36-5480-880
112122	4	Invoice	2021 CITY HALL BASEMENT RECONSTRUCT	11/21/2022	11,295.14	05/23	601-23-36-5480-880
Total 112122:					45,180.57		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total WOODRUFF CONSTRUCTION, INC. (7449):					45,180.57		
Total 11/28/2022:					130,871.46		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>A &amp; T AUTO TRUCK CENTER, INC. (5801)</b>							
112322	1	Invoice	PATCH RR TIRE - METER TK#10	11/23/2022	15.37	06/23	601-23-80-5935-227
112322	2	Invoice	PATCH RR TIRE - METER TK#10	11/23/2022	15.38	06/23	602-23-80-5935-227
Total 112322:					30.75		
Total A & T AUTO TRUCK CENTER, INC. (5801):					30.75		
<b>AGRONOMY RX LLC (7624)</b>							
2488	1	Invoice	GRID SAMPLING 2.5 (SLUDGE HOLDING TAN	11/18/2022	387.56	06/23	603-23-70-5642-318
Total 2488:					387.56		
Total AGRONOMY RX LLC (7624):					387.56		
<b>AHLERS &amp; COONEY, P.C. (22)</b>							
834808	1	Invoice	PURCHASE POLICY REVIEW	11/23/2022	143.00	06/23	100-24-30-5380-212
834808	2	Invoice	PURCHASE POLICY REVIEW	11/23/2022	143.00	06/23	601-24-30-5380-212
834808	3	Invoice	PURCHASE POLICY REVIEW	11/23/2022	143.00	06/23	602-24-30-5380-212
834808	4	Invoice	PURCHASE POLICY REVIEW	11/23/2022	143.00	06/23	603-24-30-5380-212
Total 834808:					572.00		
Total AHLERS & COONEY, P.C. (22):					572.00		
<b>AMAZON CAPITAL SERVICES (7618)</b>							
16Y6-FQ11-	1	Invoice	GLASS MOUNT ANTENNA	11/01/2022	72.75	06/23	100-21-21-5110-314
16Y6-FQ11-	2	Invoice	COAX ADAPTER MALE TO FEMALE 2PK-PD	11/01/2022	7.50	06/23	100-21-21-5110-314
16Y6-FQ11-	3	Invoice	2-SILENT KEYHOLDER	11/01/2022	35.58	06/23	100-21-21-5110-318
16Y6-FQ11-	4	Invoice	2-ASP GRIP CAP	11/01/2022	34.06	06/23	100-21-21-5110-318
16Y6-FQ11-	5	Invoice	DODGE RAM BOX HOLSTER -#2207	11/01/2022	269.95	06/23	100-21-21-5110-314
16Y6-FQ11-	6	Invoice	MOTOROLA WIRELESS REMOTE SPEAKER	11/01/2022	361.45	06/23	100-21-21-5110-312
16Y6-FQ11-	7	Invoice	GLOCK 21 SIGHT SET-OFFICER 625	11/01/2022	82.90	06/23	100-21-21-5110-312
16Y6-FQ11-	8	Invoice	PIGTAIL JUMPER COAXIAL CABLE-CAR #220	11/01/2022	18.06	06/23	100-21-21-5110-314
16Y6-FQ11-	9	Invoice	MAGNETIC MIC-CAR #1108	11/01/2022	39.95	06/23	100-21-21-5110-314
16Y6-FQ11-	10	Invoice	THE MIC CLIP-CAR #2207	11/01/2022	9.99	06/23	100-21-21-5110-314
16Y6-FQ11-	11	Invoice	WIRE STRIPPING & CUTTING TOOL	11/01/2022	9.99	06/23	100-21-21-5110-314
16Y6-FQ11-	12	Invoice	MALE CRIMPS CONNECTOR FOR ANTENNA-	11/01/2022	15.99	06/23	100-21-21-5110-318
16Y6-FQ11-	13	Invoice	3 RIBBON BRASS MOUNT	11/01/2022	9.39	06/23	100-21-21-5110-312
16Y6-FQ11-	14	Invoice	RETENTION DUTY HOLSTER FOR GLOCK	11/01/2022	120.00	06/23	100-21-21-5110-312
Total 16Y6-FQ11-DLCT:					1,087.56		
Total AMAZON CAPITAL SERVICES (7618):					1,087.56		
<b>AMERICAN ENGINEERING TESTING (7625)</b>							
INV-104749	1	Invoice	2021 SECOND ST CONCRETE TESTING	11/23/2022	6,270.00	06/23	536-23-30-5310-299
Total INV-104749:					6,270.00		
Total AMERICAN ENGINEERING TESTING (7625):					6,270.00		
<b>ARENDS, PEGGY (64)</b>							
112822	1	Invoice	EE REBATE/2001 LISA DRIVE	11/28/2022	16.04	06/23	601-23-36-5930-979
Total 112822:					16.04		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ARENDS, PEGGY (64):					16.04		
<b>ARNOLD MOTOR SUPPLY (68)</b>							
26NV077514	1	Invoice	SPECIAL DRILL BIT TO GET MONITOR MOUN	11/15/2022	3.75	06/23	100-24-16-5420-311
26NV077514	2	Invoice	SPECIAL DRILL BIT TO GET MONITOR MOUN	11/15/2022	13.74	06/23	601-24-16-5930-311
26NV077514	3	Invoice	SPECIAL DRILL BIT TO GET MONITOR MOUN	11/15/2022	3.75	06/23	602-24-16-5930-311
26NV077514	4	Invoice	SPECIAL DRILL BIT TO GET MONITOR MOUN	11/15/2022	3.75	06/23	603-24-16-5930-311
Total 26NV077514:					24.99		
26NV077970	1	Invoice	1 STANDARD HEADLIGHT-PD	11/26/2022	14.79	06/23	100-21-21-5110-314
Total 26NV077970:					14.79		
Total ARNOLD MOTOR SUPPLY (68):					39.78		
<b>AVAILA BANK (6318)</b>							
112822	1	Invoice	FULLER HALL PRINCIPAL PYMT	11/28/2022	5,334.24	06/23	300-22-98-5295-910
112822	2	Invoice	FULLER HALL INTEREST PYMT	11/28/2022	3,820.06	06/23	300-22-98-5295-911
Total 112822:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
<b>BLACK HILLS ENERGY (3466)</b>							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	11/18/2022	385.42	06/23	100-23-42-5371-234
Total 2074931097 11/18/22:					385.42		
4752063290	1	Invoice	GAS UTILITY/DEPOT	11/14/2022	203.72	06/23	100-22-42-5221-234
Total 4752063290 11/14/22:					203.72		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	11/14/2022	348.96	06/23	100-22-42-5233-234
Total 5470636360 11/14/22:					348.96		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	11/14/2022	285.05	06/23	100-21-22-5140-230
Total 5542531803 11/14/22:					285.05		
6886529163	1	Invoice	GAS UTILITY/POOL	11/21/2022	37.73	06/23	100-22-42-5242-234
Total 6886529163 11/21/22:					37.73		
7824805624	1	Invoice	GAS UTILITY/WWTP	11/21/2022	4,132.07	06/23	603-23-70-5642-234
Total 7824805624 11/21/22:					4,132.07		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	11/14/2022	323.40	06/23	100-22-42-5280-234
Total 8081102404 11/14/22:					323.40		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	11/21/2022	795.71	06/23	204-23-30-5310-234
Total 9634407409 11/21/22:					795.71		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total BLACK HILLS ENERGY (3466):					6,512.06		
<b>BOLTON &amp; MENK INC. (106)</b>							
0300716	1	Invoice	CONSULTING SVC WW ISSUES & MARY AN	10/31/2022	1,282.50	06/23	603-23-70-5653-212
Total 0300716:					1,282.50		
0300717	1	Invoice	PROFESSIONAL SVCS-PINHOLE LEAKS RES	10/31/2022	570.00	06/23	602-23-61-5930-212
Total 0300717:					570.00		
0300718	1	Invoice	ENG - DESIGN WATER PLANT IMPROVEMEN	10/31/2022	5,838.00	06/23	602-23-61-5935-870
Total 0300718:					5,838.00		
Total BOLTON & MENK INC. (106):					7,690.50		
<b>BOMGAARS (5165)</b>							
62926918	1	Invoice	LIGHT CLIPS/GUTTER HOOKS	11/09/2022	39.95	06/23	100-22-42-5221-318
Total 62926918:					39.95		
62927013	1	Invoice	DRILL BIT/FASTNERS-WATER FILL STATION	11/09/2022	46.95	06/23	602-23-62-5673-870
Total 62927013:					46.95		
62927066	1	Invoice	COAT HOOKS-VAN #11	11/09/2022	15.98	06/23	601-23-51-5935-314
62927066	2	Invoice	TOGGLE BOLT/BULK BOLTS-WATERFILL STA	11/09/2022	4.70	06/23	602-23-62-5673-870
Total 62927066:					20.68		
62929030	1	Invoice	FASTENERS & PVC CONDUIT - WATER FILL	11/14/2022	23.98	06/23	602-23-62-5673-870
Total 62929030:					23.98		
62929127	1	Invoice	GAS CAN/UNIVERSAL OIL	11/14/2022	14.38	06/23	602-23-61-5642-318
Total 62929127:					14.38		
62929142	1	Invoice	BATTERY	11/14/2022	4.99	06/23	601-23-52-5588-318
Total 62929142:					4.99		
62929557	1	Invoice	4- FURNACE FILTERS	11/15/2022	19.96	06/23	602-23-61-5642-318
Total 62929557:					19.96		
62929578	1	Invoice	COMBO KIT-SIGN WORK	11/15/2022	299.99	06/23	100-21-30-5120-318
62929578	2	Invoice	GLOVES/KNEE BOOT/JACKET-RILEE	11/15/2022	105.54	06/23	204-23-30-5310-312
62929578	3	Invoice	GLOVES/KNEE BOOT/JACKET-RILEE	11/15/2022	32.12	06/23	602-23-62-5662-312
62929578	4	Invoice	GLOVES/KNEE BOOT/JACKET-RILEE	11/15/2022	15.30	06/23	603-23-71-5662-312
Total 62929578:					452.95		
62929786	1	Invoice	BUCKET SEAT COVER - TK#2	11/16/2022	23.99	06/23	601-23-52-5935-314
Total 62929786:					23.99		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
62929986	1	Invoice	LIGHT CLIPS	11/16/2022	19.47	06/23	100-22-42-5221-318
62929986	2	Invoice	GLOVES	11/16/2022	41.98	06/23	100-22-42-5210-312
Total 62929986:					61.45		
62930364	1	Invoice	TAILGATE PIN - STR #7	11/17/2022	11.99	06/23	204-23-30-5310-314
Total 62930364:					11.99		
62930375	1	Invoice	WET/DRY VAC	11/17/2022	179.99	06/23	100-23-42-5371-311
Total 62930375:					179.99		
62932194	1	Invoice	FLEECE GLOVES	11/22/2022	10.00	06/23	601-23-80-5905-312
62932194	2	Invoice	FLEECE GLOVES	11/22/2022	9.99	06/23	602-23-80-5903-312
Total 62932194:					19.99		
62932364	1	Invoice	RETURN BUCKET SEAT COVER - TK#2	11/23/2022	23.99-	06/23	601-23-52-5935-314
Total 62932364:					23.99-		
62932416	1	Invoice	PET WASTE CANS	11/23/2022	6.16	06/23	100-22-42-5210-318
Total 62932416:					6.16		
62934708	1	Invoice	KEYS FOR BEN	11/28/2022	5.98	06/23	602-23-61-5642-318
Total 62934708:					5.98		
Total BOMGAARS (5165):					909.40		
<b>BRICK GENTRY P.C. (6436)</b>							
386134	1	Invoice	LEGAL CONSULT/KENYON HILL RIDGE	10/25/2022	350.00	06/23	100-24-18-5470-212
Total 386134:					350.00		
Total BRICK GENTRY P.C. (6436):					350.00		
<b>BROWN SUPPLY COMPANY, INC. (122)</b>							
124879	1	Invoice	6X15 WATERMAIN SS REPAIR CLAMP	11/14/2022	295.00	06/23	602-23-62-5662-318
Total 124879:					295.00		
Total BROWN SUPPLY COMPANY, INC. (122):					295.00		
<b>CAPITAL SANITARY SUPPLY (6096)</b>							
C358264	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	11/16/2022	73.13	06/23	100-24-36-5480-318
C358264	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	11/16/2022	52.24	06/23	601-23-36-5480-318
C358264	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	11/16/2022	41.79	06/23	602-23-36-5480-318
C358264	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	11/16/2022	41.79	06/23	603-23-36-5480-318
Total C358264:					208.95		
Total CAPITAL SANITARY SUPPLY (6096):					208.95		
<b>CENTRAL IOWA BLDG SUPPLY (1298)</b>							
1013761	1	Invoice	10--1-1/4" 2 HOLE EMT STRAPS	11/11/2022	4.90	06/23	601-23-52-5588-318



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1013761:					4.90		
1013902	1	Invoice	1-1/8x1 ALUM FL X52"	11/23/2022	3.00	06/23	204-23-30-5320-314
Total 1013902:					3.00		
Total CENTRAL IOWA BLDG SUPPLY (1298):					7.90		
<b>CENTRAL IOWA LAWN &amp; HOME CARE, INC (7628)</b>							
3462	1	Invoice	HINIKER ELECTRIC CLUTCH (25-10 SANDER	11/22/2022	543.84	06/23	204-23-30-5320-314
Total 3462:					543.84		
Total CENTRAL IOWA LAWN & HOME CARE, INC (7628):					543.84		
<b>CENTURY LINK (4614)</b>							
616671239	1	Invoice	TELEPHONE SERVICE	11/12/2022	14.43	06/23	100-24-12-5430-230
616671239	2	Invoice	TELEPHONE SERVICE	11/12/2022	39.69	06/23	602-23-81-5921-230
616671239	3	Invoice	TELEPHONE SERVICE	11/12/2022	9.02	06/23	601-23-81-5921-230
616671239	4	Invoice	TELEPHONE SERVICE	11/12/2022	9.02	06/23	603-23-81-5921-230
616671239	5	Invoice	TELEPHONE SERVICE	11/12/2022	6.49	06/23	100-24-14-5435-230
616671239	6	Invoice	TELEPHONE SERVICE	11/12/2022	46.90	06/23	602-23-80-5921-230
616671239	7	Invoice	TELEPHONE SERVICE	11/12/2022	14.43	06/23	603-23-80-5921-230
616671239	8	Invoice	TELEPHONE SERVICE	11/12/2022	4.33	06/23	601-23-80-5903-230
616671239	9	Invoice	TELEPHONE SERVICE	11/12/2022	18.04	06/23	100-24-30-5380-230
616671239	10	Invoice	TELEPHONE SERVICE	11/12/2022	18.04	06/23	601-24-30-5380-230
616671239	11	Invoice	TELEPHONE SERVICE	11/12/2022	18.04	06/23	602-24-30-5380-230
616671239	12	Invoice	TELEPHONE SERVICE	11/12/2022	18.04	06/23	603-24-30-5380-230
616671239	13	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	100-21-22-5140-230
616671239	14	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	100-23-42-5371-230
616671239	15	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	601-23-52-5588-230
616671239	16	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	100-22-42-5233-230
616671239	17	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	204-23-30-5310-230
616671239	18	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	603-23-70-5642-230
616671239	19	Invoice	TELEPHONE SERVICE	11/12/2022	72.16	06/23	602-23-61-5642-230
Total 616671239:					721.59		
Total CENTURY LINK (4614):					721.59		
<b>CHIZEK LAW OFFICE (5715)</b>							
112322	1	Invoice	CITY ATTORNEY FEES/DECEMBER 2022	11/23/2022	1,166.68	06/23	100-24-13-5460-212
112322	2	Invoice	CITY ATTORNEY FEES/DECEMBER 2022	11/23/2022	3,208.34	06/23	601-24-13-5460-212
112322	3	Invoice	CITY ATTORNEY FEES/DECEMBER 2022	11/23/2022	729.18	06/23	602-24-13-5460-212
112322	4	Invoice	CITY ATTORNEY FEES/DECEMBER 2022	11/23/2022	729.17	06/23	603-24-13-5460-212
Total 112322:					5,833.37		
113022	1	Invoice	COST FOR PUBLICATION TO DFJ FOR LEGA	11/30/2022	314.33	06/23	100-21-18-5190-210
113022	2	Invoice	COST FOR SHIPPING TO MAIL NOTICE OF H	11/30/2022	192.57	06/23	100-21-18-5190-221
113022	3	Invoice	COURT REPORTING FEES	11/30/2022	40.00	06/23	100-21-18-5190-214
Total 113022:					546.90		
Total CHIZEK LAW OFFICE (5715):					6,380.27		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>CHRISTENSEN, JOLENE (7621)</b>							
112322	1	Invoice	ELECTRIC REFUND	11/23/2022	51.23	06/23	601-23-80-5903-980
Total 112322:					51.23		
Total CHRISTENSEN, JOLENE (7621):					51.23		
<b>CIOX HEALTH (7622)</b>							
0394596390	1	Invoice	MEDICAL RECORDS FOR WCPD#202200012	11/11/2022	573.61	06/23	100-21-21-5110-318
Total 0394596390:					573.61		
0394596802	1	Invoice	MEDICAL RECORDS FOR WCPD#202200012	11/11/2022	355.23	06/23	100-21-21-5110-318
Total 0394596802:					355.23		
Total CIOX HEALTH (7622):					928.84		
<b>CITY OF WEBSTER CITY (176)</b>							
112322	1	Invoice	CITY UTILITIES	11/23/2022	806.99	06/23	100-24-36-5480-233
112322	2	Invoice	CITY UTILITIES	11/23/2022	576.42	06/23	601-23-36-5480-233
112322	3	Invoice	CITY UTILITIES	11/23/2022	461.14	06/23	602-23-36-5480-233
112322	4	Invoice	CITY UTILITIES	11/23/2022	461.14	06/23	603-23-36-5480-233
112322	5	Invoice	CITY UTILITIES	11/23/2022	1,119.30	06/23	100-21-22-5140-233
112322	6	Invoice	CITY UTILITIES	11/23/2022	1,098.59	06/23	204-23-30-5310-233
112322	7	Invoice	CITY UTILITIES	11/23/2022	701.79	06/23	100-21-30-5120-233
112322	8	Invoice	CITY UTILITIES	11/23/2022	256.27	06/23	602-23-62-5662-233
112322	9	Invoice	CITY UTILITIES	11/23/2022	519.20	06/23	603-23-71-5662-233
112322	10	Invoice	CITY UTILITIES	11/23/2022	20,923.54	06/23	603-23-70-5642-233
112322	11	Invoice	CITY UTILITIES	11/23/2022	10,329.48	06/23	100-21-30-5160-233
112322	12	Invoice	CITY UTILITIES	11/23/2022	289.37	06/23	100-22-42-5221-233
112322	13	Invoice	CITY UTILITIES	11/23/2022	126.72	06/23	100-22-42-5210-233
112322	14	Invoice	CITY UTILITIES	11/23/2022	11.03	06/23	100-22-42-5210-233
112322	15	Invoice	CITY UTILITIES	11/23/2022	707.27	06/23	100-22-42-5222-233
112322	16	Invoice	CITY UTILITIES	11/23/2022	5,409.02	06/23	100-22-42-5233-233
112322	17	Invoice	CITY UTILITIES	11/23/2022	482.99	06/23	100-23-42-5371-233
112322	18	Invoice	CITY UTILITIES	11/23/2022	10,192.72	06/23	602-23-60-5601-233
112322	19	Invoice	CITY UTILITIES	11/23/2022	204.39	06/23	601-23-51-5566-233
112322	20	Invoice	CITY UTILITIES	11/23/2022	204.39	06/23	601-23-52-5588-233
112322	21	Invoice	CITY UTILITIES	11/23/2022	204.39	06/23	601-23-52-5586-233
112322	22	Invoice	CITY UTILITIES	11/23/2022	129.06	06/23	100-22-42-5242-233
112322	23	Invoice	CITY UTILITIES	11/23/2022	2,286.03	06/23	602-23-61-5642-233
112322	24	Invoice	CITY UTILITIES	11/23/2022	401.71	06/23	100-23-43-5361-233
112322	25	Invoice	CITY UTILITIES	11/23/2022	596.76	06/23	100-22-42-5280-233
112322	26	Invoice	CITY UTILITIES	11/23/2022	453.13	06/23	100-21-22-5140-233
Total 112322:					58,952.84		
Total CITY OF WEBSTER CITY (176):					58,952.84		
<b>COUNSEL (3995)</b>							
23AR113284	1	Invoice	PRINTER CONTRACT - STREET DEPT	11/02/2022	35.87	06/23	204-23-30-5310-225
Total 23AR1132842:					35.87		
23AR114501	1	Invoice	PRINTER CONTRACT - FULLER HALL	11/15/2022	122.32	06/23	100-22-42-5233-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 23AR1145019:					122.32		
Total COUNSEL (3995):					158.19		
<b>CREXENDO, INC. (7604)</b>							
61745	1	Invoice	SENIOR CENTER/RSVP	11/19/2022	22.50	06/23	100-22-42-5280-230
61745	2	Invoice	OD POOL	11/19/2022	11.25	06/23	100-22-42-5242-230
Total 61745:					33.75		
Total CREXENDO, INC. (7604):					33.75		
<b>DGR ENGINEERING (5967)</b>							
00256928	1	Invoice	ENG - STAFF & CUSTOMER ED&ASST. + CIP	11/08/2022	41.65	06/23	601-23-36-5923-212
00256928	2	Invoice	ENG - STAFF & CUSTOMER ED&ASST. + CIP	11/08/2022	74.97	06/23	601-23-51-5566-212
00256928	3	Invoice	ENG - STAFF & CUSTOMER ED&ASST. + CIP	11/08/2022	499.80	06/23	601-23-52-5923-212
00256928	4	Invoice	ENG - STAFF & CUSTOMER ED&ASST. + CIP	11/08/2022	149.94	06/23	601-23-80-5905-212
00256928	5	Invoice	ENG - STAFF & CUSTOMER ED&ASST. + CIP	11/08/2022	66.64	06/23	601-23-81-5923-212
Total 00256928:					833.00		
00257414	1	Invoice	ENG - REISNER SUBSTATION (#9-23-011)	11/14/2022	10,800.00	06/23	601-23-51-5562-871
Total 00257414:					10,800.00		
Total DGR ENGINEERING (5967):					11,633.00		
<b>DR. JAMES W. KUMM (6919)</b>							
111822	1	Invoice	PRE-EMPLOYMENT DRUG TEST 4TH QTR	11/18/2022	57.00	06/23	204-23-30-5310-212
111822	2	Invoice	PRE-EMPLOYMENT DRUG TEST 4TH QTR	11/18/2022	25.00	06/23	602-23-61-5923-212
Total 111822:					82.00		
Total DR. JAMES W. KUMM (6919):					82.00		
<b>ECHO GROUP, INC. (6306)</b>							
S009701003.	1	Invoice	7- ENV DOWNROD 30"X1/2"	11/16/2022	143.85	06/23	601-23-52-5588-318
Total S009701003.007:					143.85		
S009768135.	1	Invoice	50- LED LAMPS-CITY HALL	11/08/2022	139.13	06/23	100-24-36-5480-318
S009768135.	2	Invoice	50- LED LAMPS-CITY HALL	11/08/2022	99.37	06/23	601-23-36-5480-318
S009768135.	3	Invoice	50- LED LAMPS-CITY HALL	11/08/2022	79.50	06/23	602-23-36-5480-318
S009768135.	4	Invoice	50- LED LAMPS-CITY HALL	11/08/2022	79.50	06/23	603-23-36-5480-318
Total S009768135.002:					397.50		
Total ECHO GROUP, INC. (6306):					541.35		
<b>ELECTRICAL ENGINEERING &amp; EQUIP (257)</b>							
8103037-00	1	Invoice	6-COVERS, 10-GFCI OUTLETS 15AMP	11/14/2022	480.44	06/23	601-23-52-5588-318
Total 8103037-00:					480.44		
Total ELECTRICAL ENGINEERING & EQUIP (257):					480.44		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>ELECTRONIC ENGINEERING-D M (260)</b>							
552004386-1	1	Invoice	PROGRAMMING/PD	11/17/2022	152.00	06/23	100-21-21-5180-318
Total 552004386-1:					152.00		
Total ELECTRONIC ENGINEERING-D M (260):					152.00		
<b>FLETCHER-REINHARDT COMPANY (305)</b>							
S1286286.00	1	Invoice	40-STIRRUP 2-2/0, 40-STIRRUP W/CRIMPON	11/08/2022	1,435.94	06/23	601-23-52-5588-318
Total S1286286.005:					1,435.94		
Total FLETCHER-REINHARDT COMPANY (305):					1,435.94		
<b>GALLS, LLC - DBA CARPENTER UNIFORM (331)</b>							
022390297	1	Invoice	SUPPLIES FOR NEW OFFICER/BELTS #625	10/14/2022	1,113.30	06/23	100-21-21-5110-312
Total 022390297:					1,113.30		
022511412	1	Invoice	5-IN-1 JACKET #681 BASINGER	10/27/2022	216.99	06/23	100-21-21-5110-312
Total 022511412:					216.99		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					1,330.29		
<b>GERBER AUTO ELECTRIC (342)</b>							
138468	1	Invoice	BATTERY-PD #4	11/08/2022	194.95	06/23	204-23-30-5310-314
Total 138468:					194.95		
Total GERBER AUTO ELECTRIC (342):					194.95		
<b>GILBERT JEWELERS (5444)</b>							
112822	1	Invoice	LED LIGHTING REBATE	11/28/2022	250.00	06/23	601-23-36-5930-979
Total 112822:					250.00		
Total GILBERT JEWELERS (5444):					250.00		
<b>GORDON FLESCH COMPANY (6978)</b>							
IN13979851	1	Invoice	CANON/IR C350IF	11/19/2022	14.89	06/23	100-24-14-5435-225
IN13979851	2	Invoice	CANON/IR C350IF	11/19/2022	107.56	06/23	601-23-80-5931-225
IN13979851	3	Invoice	CANON/IR C350IF	11/19/2022	33.09	06/23	602-23-80-5931-225
IN13979851	4	Invoice	CANON/IR C350IF	11/19/2022	9.93	06/23	603-23-80-5931-225
Total IN13979851:					165.47		
Total GORDON FLESCH COMPANY (6978):					165.47		
<b>GPM ENVIRONMENTAL SOLUTIONS, LLC (7627)</b>							
IE-6979	1	Invoice	SAMPLER FOR INFLUENT WATER-WWTP	11/28/2022	9,015.00	06/23	603-23-70-5642-318
Total IE-6979:					9,015.00		
Total GPM ENVIRONMENTAL SOLUTIONS, LLC (7627):					9,015.00		
<b>HAGLUND, DENISE (7623)</b>							
112822	1	Invoice	ENERGY EFFICIENCY REBATE	11/28/2022	250.00	06/23	601-23-36-5930-979

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 112822:					250.00		
Total HAGLUND, DENISE (7623):					250.00		
<b>HAMILTON COUNTY (366)</b>							
2537-2567	1	Invoice	EASEMENTS 2022 URD CONVERSION (31 E	10/19/2022	862.00	06/23	601-23-52-5588-871
Total 2537-2567:					862.00		
Total HAMILTON COUNTY (366):					862.00		
<b>HAMILTON COUNTY SOLID WASTE (375)</b>							
323186	1	Invoice	LANDFILL FEE/403 BROADWAY CLEANUP	11/07/2022	187.98	06/23	228-23-36-5391-299
Total 323186:					187.98		
323192	1	Invoice	LANDFILL FEE/403 BROADWAY CLEANUP	11/07/2022	81.90	06/23	228-23-36-5391-299
Total 323192:					81.90		
323195	1	Invoice	LANDFILL FEE/403 BROADWAY CLEANUP	11/07/2022	134.16	06/23	228-23-36-5391-299
Total 323195:					134.16		
323203	1	Invoice	LANDFILL FEE/403 BROADWAY CLEANUP	11/07/2022	180.96	06/23	228-23-36-5391-299
Total 323203:					180.96		
323223	1	Invoice	LANDFILL FEE/403 BROADWAY CLEANUP	11/07/2022	143.52	06/23	228-23-36-5391-299
Total 323223:					143.52		
Total HAMILTON COUNTY SOLID WASTE (375):					728.52		
<b>HAWKINS, INC. (3668)</b>							
6330507	1	Invoice	CHLORINE/SODIUM BISULFITE	11/03/2022	1,347.58	06/23	603-23-70-5641-318
Total 6330507:					1,347.58		
6340159	1	Invoice	CREDIT AQUA HAWK 627.00GW	11/10/2022	480.60-	06/23	602-23-61-5641-318
Total 6340159:					480.60-		
6340308	1	Invoice	CHLORINE/LPC-DP	11/10/2022	7,075.53	06/23	602-23-61-5641-318
Total 6340308:					7,075.53		
Total HAWKINS, INC. (3668):					7,942.51		
<b>HOLLINGSHEAD, LUANA (6929)</b>							
112322	1	Invoice	JANITORIAL SVC-SR CTR-DECEMBER 2022	11/23/2022	240.00	06/23	100-22-42-5280-299
Total 112322:					240.00		
Total HOLLINGSHEAD, LUANA (6929):					240.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>HOLMES MURPHY &amp; ASSOCIATES, LLC (5556)</b>							
680186	1	Invoice	HOLMES MURPHY FEES-DECEMBER 2022	11/21/2022	2,380.00	06/23	902-11215
Total 680186:					2,380.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,380.00		
<b>HY-VEE ACCOUNTS RECEIVABLE (424)</b>							
4850979555	1	Invoice	HALLOWEEN SUPPLIES	10/29/2022	51.54	06/23	100-22-42-5233-318
Total 4850979555:					51.54		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					51.54		
<b>inTANDEM (6526)</b>							
112322	1	Invoice	RETAINER/DECEMBER 2022	11/23/2022	488.00	06/23	100-22-12-5370-299
112322	2	Invoice	RETAINER/DECEMBER 2022	11/23/2022	1,342.00	06/23	601-23-81-5930-299
112322	3	Invoice	RETAINER/DECEMBER 2022	11/23/2022	305.00	06/23	602-23-81-5930-299
112322	4	Invoice	RETAINER/DECEMBER 2022	11/23/2022	305.00	06/23	603-23-81-5930-299
Total 112322:					2,440.00		
Total inTANDEM (6526):					2,440.00		
<b>IOWA RURAL WATER ASSOCIATION (491)</b>							
111822	1	Invoice	MEMBERSHIP DUES FY23	11/18/2022	375.00	06/23	602-23-61-5930-215
Total 111822:					375.00		
Total IOWA RURAL WATER ASSOCIATION (491):					375.00		
<b>JC TOLAND PAINTING, LLC (7614)</b>							
092522	1	Invoice	OD POOL SLIDE REPAIR CITY# 9-23-008	09/25/2022	9,810.00	06/23	100-22-42-5242-880
Total 092522:					9,810.00		
Total JC TOLAND PAINTING, LLC (7614):					9,810.00		
<b>K.C. NIELSEN, LTD (6609)</b>							
10539488	1	Invoice	BRAKE LEVER-ECHO CHAINSAW	11/09/2022	39.50	06/23	601-23-52-5588-318
Total 10539488:					39.50		
10542638	1	Invoice	TELEVISION STR #11	11/22/2022	418.58	06/23	204-23-30-5310-314
Total 10542638:					418.58		
10542671	1	Invoice	JD TRACTOR SERVICE-FILTER,OIL	11/22/2022	122.57	06/23	100-22-42-5210-314
10542671	2	Invoice	JD TRACTOR SERVICE-FILTER,OIL	11/22/2022	191.76	06/23	100-22-42-5210-315
Total 10542671:					314.33		
10542775	1	Invoice	JD TRACTOR SERVICE-OIL	11/22/2022	21.72	06/23	100-22-42-5210-314
Total 10542775:					21.72		
Total K.C. NIELSEN, LTD (6609):					794.13		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>KARL CHEVROLET BUICK GMC (7306)</b>							
1580	1	Invoice	CAP-PD #4	11/08/2022	9.71	06/23	204-23-30-5310-314
Total 1580:					9.71		
Total KARL CHEVROLET BUICK GMC (7306):					9.71		
<b>KINZLER CONSTRUCTION SERVICES (7483)</b>							
2225719.000	1	Invoice	SERVICE LABOR/OIL LUBE	11/17/2022	251.50	06/23	204-23-30-5310-226
Total 2225719.0001:					251.50		
Total KINZLER CONSTRUCTION SERVICES (7483):					251.50		
<b>LAMPERT LUMBER (564)</b>							
1547272	1	Invoice	8 - 32X4X8 4-PLY BOARDS	11/16/2022	263.92	06/23	100-21-18-5190-318
Total 1547272:					263.92		
Total LAMPERT LUMBER (564):					263.92		
<b>LINCOLN NATL LIFE INSURANCE CO (3031)</b>							
4482513868	1	Invoice	LIFE PREMIUMS-DECEMBER 2022	11/18/2022	2,965.17	06/23	902-11215
Total 4482513868:					2,965.17		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					2,965.17		
<b>MARTIN MARIETTA MATERIALS (601)</b>							
37465267	1	Invoice	1" CLEAN ROCK (setting poles)	11/16/2022	316.72	06/23	601-23-52-5588-318
Total 37465267:					316.72		
Total MARTIN MARIETTA MATERIALS (601):					316.72		
<b>MC CLURE ENGINEERING CO. (7469)</b>							
142519	1	Invoice	RECONSTRUCT AIRFIELD LIGHTING & NAVA	10/31/2022	953.70	06/23	205-23-45-5372-880
Total 142519:					953.70		
142521	1	Invoice	AIRPORT TAXIWAY LIGHTING FFA AIP No.3-1	10/31/2022	1,049.00	06/23	205-23-45-5372-880
Total 142521:					1,049.00		
Total MC CLURE ENGINEERING CO. (7469):					2,002.70		
<b>MECHANICAL COMFORT, INC. (618)</b>							
46133	1	Invoice	WORK ON HP24 - LEAKING	11/21/2022	146.70	06/23	100-24-36-5480-226
46133	2	Invoice	WORK ON HP24 - LEAKING	11/21/2022	122.25	06/23	601-23-36-5480-226
46133	3	Invoice	WORK ON HP24 - LEAKING	11/21/2022	110.03	06/23	602-23-36-5480-226
46133	4	Invoice	WORK ON HP24 - LEAKING	11/21/2022	110.02	06/23	603-23-36-5480-226
Total 46133:					489.00		
Total MECHANICAL COMFORT, INC. (618):					489.00		
<b>MEDIACOM (5464)</b>							
111622	1	Invoice	DIGITAL BOX RENTAL	11/16/2022	7.86	06/23	100-21-21-5110-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 111622:					7.86		
Total MEDIACOM (5464):					7.86		
<b>MENARDS (622)</b>							
76755-CR	1	Invoice	REBATE INVOICE #76755	11/15/2022	17.47-	06/23	204-23-30-5310-310
Total 76755-CR:					17.47-		
79928	1	Invoice	40AMP BREAKER/PVC ADAPTER/CONDUIT-	11/10/2022	32.53	06/23	602-23-62-5673-870
Total 79928:					32.53		
80363	1	Invoice	10X14 PRIVATE PROPERTY SIGNS	11/16/2022	14.15	06/23	100-21-18-5190-318
Total 80363:					14.15		
Total MENARDS (622):					29.21		
<b>METERING &amp; TECHNOLOGY SOLUTIONS (5512)</b>							
INV962	1	Invoice	100-METER COUPLINGS WWIRE HOLE & G	11/18/2022	1,169.67	06/23	602-23-61-5935-870
Total INV962:					1,169.67		
Total METERING & TECHNOLOGY SOLUTIONS (5512):					1,169.67		
<b>MOORE CLEANING SERVICE, LLC (2902)</b>							
112322	1	Invoice	CLEANING SERVICES FOR CITY HALL	11/23/2022	455.00	06/23	100-24-36-5480-299
112322	2	Invoice	CLEANING SERVICES FOR CITY HALL	11/23/2022	325.00	06/23	601-23-36-5480-299
112322	3	Invoice	CLEANING SERVICES FOR CITY HALL	11/23/2022	260.00	06/23	602-23-36-5480-299
112322	4	Invoice	CLEANING SERVICES FOR CITY HALL	11/23/2022	260.00	06/23	603-23-36-5480-299
Total 112322:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
<b>NAPA AUTO PARTS (677)</b>							
954038	1	Invoice	ANTIFREEZE/MUD FLAP	11/04/2022	125.93	06/23	204-23-30-5310-314
Total 954038:					125.93		
954188	1	Invoice	MUD FLAPS/OIL FILTER	11/08/2022	42.31	06/23	204-23-30-5310-314
Total 954188:					42.31		
954234	1	Invoice	BORING UNIT PARTS-HYD HOSE FITTINGS,	11/09/2022	208.97	06/23	601-23-52-5935-314
Total 954234:					208.97		
954247	1	Invoice	HYD FL 5G FOR BORING UNIT	11/09/2022	99.99	06/23	601-23-52-5935-314
Total 954247:					99.99		
954614	1	Invoice	TAILLIGHT CIRCUIT BOARD/LIGHTS-#25 CE	11/15/2022	38.97	06/23	204-23-30-5310-314
Total 954614:					38.97		



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
954978	1	Invoice	CABLE TIES	11/22/2022	60.97	06/23	204-23-30-5310-314
Total 954978:					60.97		
955028	1	Invoice	PRIMARY WIRE/FUSE HOLDER-STR 11, SHO	11/22/2022	41.05	06/23	204-23-30-5310-314
Total 955028:					41.05		
955104	1	Invoice	SWITCH-FIRE TRK 32, SHOP SUPPLIES	11/23/2022	222.75	06/23	204-23-30-5310-314
Total 955104:					222.75		
Total NAPA AUTO PARTS (677):					840.94		
<b>NORTHERN SAFETY CO, INC. (1129)</b>							
905040446	1	Invoice	SAFETY GLASSES	11/03/2022	158.64	06/23	601-23-52-5588-312
Total 905040446:					158.64		
Total NORTHERN SAFETY CO, INC. (1129):					158.64		
<b>O'HALLORAN INTERNATIONAL (718)</b>							
31S23849	1	Invoice	REPAIRS TO LINE TRUCK #4	11/15/2022	8,337.51	06/23	601-23-52-5935-227
Total 31S23849:					8,337.51		
Total O'HALLORAN INTERNATIONAL (718):					8,337.51		
<b>OMNISITE (7626)</b>							
86075	1	Invoice	WIRELESS SERVICE FOR LIFT STATIONS	12/01/2022	56.70	06/23	603-23-70-5642-318
Total 86075:					56.70		
Total OMNISITE (7626):					56.70		
<b>O'REILLY AUTOMOTIVE, INC. (727)</b>							
0357-140605	1	Invoice	BATTERY-PD #4	11/08/2022	174.32	06/23	204-23-30-5310-314
Total 0357-140605:					174.32		
0357-141789	1	Invoice	SEAT COVER LINE TRUCK #2	11/23/2022	32.09	06/23	601-23-52-5935-314
Total 0357-141789:					32.09		
Total O'REILLY AUTOMOTIVE, INC. (727):					206.41		
<b>PITNEY BOWES BANK INC RESERVE ACCT (758)</b>							
1021908679	1	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2022	143.44	06/23	100-24-14-5435-225
1021908679	2	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2022	1,035.94	06/23	601-23-80-5931-225
1021908679	3	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2022	318.75	06/23	602-23-80-5931-225
1021908679	4	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2022	95.63	06/23	603-23-80-5931-225
Total 1021908679:					1,593.76		
112322	1	Invoice	PREPAID POSTAGE	11/23/2022	2,000.00	06/23	100-11210
Total 112322:					2,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total PITNEY BOWES BANK INC RESERVE ACCT (758):					3,593.76		
<b>POSTMASTER (766)</b>							
#323 11/20/2	1	Invoice	PERMIT FEE #323-FIRST CLASS PRESORT	11/20/2022	24.75	06/23	100-24-14-5435-221
#323 11/20/2	2	Invoice	PERMIT FEE #323-FIRST CLASS PRESORT	11/20/2022	178.75	06/23	601-23-80-5921-221
#323 11/20/2	3	Invoice	PERMIT FEE #323-FIRST CLASS PRESORT	11/20/2022	55.00	06/23	602-23-80-5921-221
#323 11/20/2	4	Invoice	PERMIT FEE #323-FIRST CLASS PRESORT	11/20/2022	16.50	06/23	603-23-80-5921-221
Total #323 11/20/22:					275.00		
Total POSTMASTER (766):					275.00		
<b>PRINTING SERVICES, INC. (1130)</b>							
700544-0	1	Invoice	FULLER HALL OFFICE SUPPLIES	10/13/2022	59.40	06/23	100-22-42-5233-318
Total 700544-0:					59.40		
Total PRINTING SERVICES, INC. (1130):					59.40		
<b>RESULTANT (7380)</b>							
78111	1	Invoice	ADDITIONAL GOOGLE WORKSPACE EMAIL L	11/28/2022	3.75	06/23	100-24-16-5420-215
78111	2	Invoice	ADDITIONAL GOOGLE WORKSPACE EMAIL L	11/28/2022	13.75	06/23	601-24-16-5930-215
78111	3	Invoice	ADDITIONAL GOOGLE WORKSPACE EMAIL L	11/28/2022	3.75	06/23	602-24-16-5930-215
78111	4	Invoice	ADDITIONAL GOOGLE WORKSPACE EMAIL L	11/28/2022	3.75	06/23	603-24-16-5930-215
Total 78111:					25.00		
Total RESULTANT (7380):					25.00		
<b>RICOH USA, INC. (4831)</b>							
106690783	1	Invoice	COPY MACHINE LEASE/PD	11/10/2022	166.67	06/23	100-21-21-5110-225
Total 106690783:					166.67		
Total RICOH USA, INC. (4831):					166.67		
<b>ROBB'S TREE &amp; STUMP SERVICE (5256)</b>							
110422	1	Invoice	TREE REMOVAL STORM DAMAGE (DIVISION	11/04/2022	1,600.00	06/23	601-23-52-5588-299
110422	2	Invoice	STUMP REMOVAL-CEMETERY & PARKS	11/04/2022	4,635.40	06/23	100-22-42-5210-299
110422	3	Invoice	STUMP REMOVAL IN ROW- MULTIPLE LOCA	11/04/2022	3,691.55	06/23	100-22-42-5210-299
Total 110422:					9,926.95		
Total ROBB'S TREE & STUMP SERVICE (5256):					9,926.95		
<b>SCHUMACHER ELEVATOR COMPANY (843)</b>							
90567846	1	Invoice	ANNUAL SAFETY TEST	11/10/2022	567.00	06/23	602-23-61-5642-299
Total 90567846:					567.00		
Total SCHUMACHER ELEVATOR COMPANY (843):					567.00		
<b>SPORTS WORLD (894)</b>							
111722	1	Invoice	YOUTH (3RD&4TH) GIRLS BASKETBALL SHI	11/17/2022	395.56	06/23	100-22-42-5233-318
Total 111722:					395.56		
112222	1	Invoice	YOUTH (5TH&6TH) GIRLS BASKETBALL SHI	11/22/2022	278.69	06/23	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 112222:					278.69		
Total SPORTS WORLD (894):					674.25		
<b>STORM FLYING SERVICE, INC. (911)</b>							
112322	1	Invoice	AIRPORT MANAGER FEE - DECEMBER 2022	11/23/2022	4,006.67	06/23	205-23-45-5372-299
Total 112322:					4,006.67		
Total STORM FLYING SERVICE, INC. (911):					4,006.67		
<b>SUNBELT SOLOMON (7457)</b>							
366480	1	Invoice	1 - 1500KVA 3 PHASE PADMOUNT	11/07/2022	46,500.00	06/23	601-23-52-5935-871
Total 366480:					46,500.00		
Total SUNBELT SOLOMON (7457):					46,500.00		
<b>SYNC/AMAZON (6343)</b>							
4469768684	1	Invoice	CR MEMO-HINGED WALL MOUNT	10/17/2022	17.99-	06/23	100-22-42-5280-230
Total 446976868456:					17.99-		
4478776467	1	Invoice	COMPRESSES GAS FOR CLEANING PCS	10/17/2022	5.55	06/23	100-24-16-5420-399
4478776467	2	Invoice	COMPRESSES GAS FOR CLEANING PCS	10/17/2022	20.34	06/23	601-24-16-5930-399
4478776467	3	Invoice	COMPRESSES GAS FOR CLEANING PCS	10/17/2022	5.55	06/23	602-24-16-5930-399
4478776467	4	Invoice	COMPRESSES GAS FOR CLEANING PCS	10/17/2022	5.55	06/23	603-24-16-5921-399
Total 447877646753:					36.99		
4558999836	1	Invoice	PC SPEAKERS FOR NICK FOR ZOOM MEETI	10/19/2022	2.95	06/23	100-24-16-5420-399
4558999836	2	Invoice	PC SPEAKERS FOR NICK FOR ZOOM MEETI	10/19/2022	10.84	06/23	601-24-16-5930-399
4558999836	3	Invoice	PC SPEAKERS FOR NICK FOR ZOOM MEETI	10/19/2022	2.95	06/23	602-24-16-5930-399
4558999836	4	Invoice	PC SPEAKERS FOR NICK FOR ZOOM MEETI	10/19/2022	2.95	06/23	603-24-16-5921-399
Total 455899983657:					19.69		
4559334333	1	Invoice	3-SNOW SHOVELS FOR STREET DEPT	10/22/2022	77.97	06/23	204-23-30-5320-318
Total 455933433366:					77.97		
4563499938	1	Invoice	TIME LASPE CAMERA HOUSING & MOUNT	10/14/2022	8.60	06/23	100-24-12-5430-318
4563499938	2	Invoice	TIME LASPE CAMERA HOUSING & MOUNT	10/14/2022	23.65	06/23	601-23-81-5921-318
4563499938	3	Invoice	TIME LASPE CAMERA HOUSING & MOUNT	10/14/2022	5.37	06/23	602-23-81-5921-318
4563499938	4	Invoice	TIME LASPE CAMERA HOUSING & MOUNT	10/14/2022	5.37	06/23	603-23-81-5921-318
Total 456349993873:					42.99		
4734944663	1	Invoice	PROTECTIVE COVERS FOR STREET DEPT I	11/07/2022	21.24	06/23	100-24-16-5420-317
4734944663	2	Invoice	PROTECTIVE COVERS FOR STREET DEPT I	11/07/2022	77.86	06/23	601-24-16-5921-317
4734944663	3	Invoice	PROTECTIVE COVERS FOR STREET DEPT I	11/07/2022	21.24	06/23	602-24-16-5921-317
4734944663	4	Invoice	PROTECTIVE COVERS FOR STREET DEPT I	11/07/2022	21.24	06/23	603-24-16-5921-317
Total 473494466333:					141.58		
4769667748	1	Invoice	CR MEMO-UNDER CAR INSPECTION SECUR	09/09/2022	74.59-	06/23	100-21-21-5110-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 476966774867:					74.59-		
4776975365	1	Invoice	LABEL MAKER TAPE FOR IT	10/11/2022	5.34	06/23	100-24-16-5420-316
4776975365	2	Invoice	LABEL MAKER TAPE FOR IT	10/11/2022	19.59	06/23	601-24-16-5921-316
4776975365	3	Invoice	LABEL MAKER TAPE FOR IT	10/11/2022	5.34	06/23	602-24-16-5921-316
4776975365	4	Invoice	LABEL MAKER TAPE FOR IT	10/11/2022	5.34	06/23	603-24-16-5921-316
Total 477697536577:					35.61		
5394744667	1	Invoice	REPLACEMENT ADAPTERS FOR DELL PC	08/15/2022	18.00	06/23	100-24-16-5420-317
5394744667	2	Invoice	REPLACEMENT ADAPTERS FOR DELL PC	08/15/2022	65.97	06/23	601-24-16-5921-317
5394744667	3	Invoice	REPLACEMENT ADAPTERS FOR DELL PC	08/15/2022	18.00	06/23	602-24-16-5921-317
5394744667	4	Invoice	REPLACEMENT ADAPTERS FOR DELL PC	08/15/2022	18.00	06/23	603-24-16-5921-317
Total 539474466749:					119.97		
5575363385	1	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/07/2022	9.60	06/23	100-24-16-5420-399
5575363385	2	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/07/2022	35.18	06/23	601-24-16-5930-399
5575363385	3	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/07/2022	9.60	06/23	602-24-16-5930-399
5575363385	4	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/07/2022	9.60	06/23	603-24-16-5921-399
Total 557536338589:					63.98		
5576959793	1	Invoice	1 PK YELLOW PRINTER CARTRIDGE	11/09/2022	14.20	06/23	100-24-12-5430-318
5576959793	2	Invoice	1 PK YELLOW PRINTER CARTRIDGE	11/09/2022	35.50	06/23	601-23-81-5921-318
5576959793	3	Invoice	1 PK YELLOW PRINTER CARTRIDGE	11/09/2022	10.65	06/23	602-23-81-5921-318
5576959793	4	Invoice	1 PK YELLOW PRINTER CARTRIDGE	11/09/2022	10.65	06/23	603-23-81-5921-318
Total 557695979358:					71.00		
5693934434	1	Invoice	TONER CARTRIDGE REPLACEMENT-CHIEF	10/15/2022	154.77	06/23	100-21-21-5110-318
Total 569393443483:					154.77		
5997574538	1	Invoice	UNDER CAR INSPECTION SECURITY MIRRO	09/01/2022	74.59	06/23	100-21-21-5110-318
Total 599757453888:					74.59		
6749698557	1	Invoice	2-POST IT NOTES/LABEL MAKER TAPE	10/11/2022	8.06	06/23	100-24-12-5430-318
6749698557	2	Invoice	2-POST IT NOTES/LABEL MAKER TAPE	10/11/2022	22.15	06/23	601-23-81-5921-318
6749698557	3	Invoice	2-POST IT NOTES/LABEL MAKER TAPE	10/11/2022	5.04	06/23	602-23-81-5921-318
6749698557	4	Invoice	2-POST IT NOTES/LABEL MAKER TAPE	10/11/2022	5.04	06/23	603-23-81-5921-318
Total 674969855778:					40.29		
6839673945	1	Invoice	NETGEAR 8 PORT SWITCH-RSVP	10/09/2022	37.12	06/23	100-22-42-5280-230
Total 683967394579:					37.12		
6943799357	1	Invoice	TIME LASPE CAMERA HOUSING CASE	10/14/2022	5.90	06/23	100-24-12-5430-318
6943799357	2	Invoice	TIME LASPE CAMERA HOUSING CASE	10/14/2022	16.21	06/23	601-23-81-5921-318
6943799357	3	Invoice	TIME LASPE CAMERA HOUSING CASE	10/14/2022	3.69	06/23	602-23-81-5921-318
6943799357	4	Invoice	TIME LASPE CAMERA HOUSING CASE	10/14/2022	3.69	06/23	603-23-81-5921-318
Total 694379935757:					29.49		
7357448674	1	Invoice	CR MEMO-REPLACEMENT ADAPTERS FOR	08/25/2022	18.00-	06/23	100-24-16-5420-317

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
7357448674	2	Invoice	CR MEMO-REPLACEMENT ADAPTERS FOR	08/25/2022	65.97-	06/23	601-24-16-5921-317
7357448674	3	Invoice	CR MEMO-REPLACEMENT ADAPTERS FOR	08/25/2022	18.00-	06/23	602-24-16-5921-317
7357448674	4	Invoice	CR MEMO-REPLACEMENT ADAPTERS FOR	08/25/2022	18.00-	06/23	603-24-16-5921-317
Total 735744867436:					119.97-		
7474833846	1	Invoice	1/2 STRAP FOR ORGANIZING PC CABLES	10/22/2022	4.32	06/23	100-24-16-5420-399
7474833846	2	Invoice	1/2 STRAP FOR ORGANIZING PC CABLES	10/22/2022	15.82	06/23	601-24-16-5930-399
7474833846	3	Invoice	1/2 STRAP FOR ORGANIZING PC CABLES	10/22/2022	4.32	06/23	602-24-16-5930-399
7474833846	4	Invoice	1/2 STRAP FOR ORGANIZING PC CABLES	10/22/2022	4.32	06/23	603-24-16-5921-399
Total 747483384685:					28.78		
7676646857	1	Invoice	LABEL MAKER FOR IT	10/14/2022	4.50	06/23	100-24-16-5420-316
7676646857	2	Invoice	LABEL MAKER FOR IT	10/14/2022	16.49	06/23	601-24-16-5921-316
7676646857	3	Invoice	LABEL MAKER FOR IT	10/14/2022	4.50	06/23	602-24-16-5921-316
7676646857	4	Invoice	LABEL MAKER FOR IT	10/14/2022	4.50	06/23	603-24-16-5921-316
Total 767664685739:					29.99		
7766653637	1	Invoice	VIDEO CARD FOR STREAMING IN COUNCIL	10/10/2022	19.16	06/23	100-24-16-5420-399
7766653637	2	Invoice	VIDEO CARD FOR STREAMING IN COUNCIL	10/10/2022	70.23	06/23	601-24-16-5930-399
7766653637	3	Invoice	VIDEO CARD FOR STREAMING IN COUNCIL	10/10/2022	19.16	06/23	602-24-16-5930-399
7766653637	4	Invoice	VIDEO CARD FOR STREAMING IN COUNCIL	10/10/2022	19.16	06/23	603-24-16-5921-399
Total 776665363739:					127.71		
8474578956	1	Invoice	REPLACEMENT TONER	11/02/2022	59.40	06/23	100-24-16-5420-399
8474578956	2	Invoice	REPLACEMENT TONER	11/02/2022	217.78	06/23	601-24-16-5930-399
8474578956	3	Invoice	REPLACEMENT TONER	11/02/2022	59.40	06/23	602-24-16-5930-399
8474578956	4	Invoice	REPLACEMENT TONER	11/02/2022	59.40	06/23	603-24-16-5921-399
Total 847457895656:					395.98		
8669633598	1	Invoice	HINGED WALL MOUNT/H24 PATCH PANEL-R	10/12/2022	58.22	06/23	100-22-42-5280-230
Total 866963359868:					58.22		
8676849438	1	Invoice	REPLACEMENT PRINTER PD OFFICERS	11/07/2022	67.50	06/23	100-24-16-5420-317
8676849438	2	Invoice	REPLACEMENT PRINTER PD OFFICERS	11/07/2022	247.49	06/23	601-24-16-5921-317
8676849438	3	Invoice	REPLACEMENT PRINTER PD OFFICERS	11/07/2022	67.50	06/23	602-24-16-5921-317
8676849438	4	Invoice	REPLACEMENT PRINTER PD OFFICERS	11/07/2022	67.50	06/23	603-24-16-5921-317
Total 867684943887:					449.99		
8883755968	1	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/06/2022	7.27	06/23	100-24-16-5420-399
8883755968	2	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/06/2022	26.65	06/23	601-24-16-5930-399
8883755968	3	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/06/2022	7.27	06/23	602-24-16-5930-399
8883755968	4	Invoice	4-DISPLAY PORT TO HDMI CABLE ADAPTER	11/06/2022	7.27	06/23	603-24-16-5921-399
Total 888375596883:					48.46		
9635348979	1	Invoice	BLACK TACTICAL BOOTS - OFFICER 664	10/10/2022	151.95	06/23	100-21-21-5110-312
Total 963534897988:					151.95		
9676585933	1	Invoice	RACK FILLER PIECES FOR MEDIA ROOM	11/08/2022	5.81	06/23	100-24-16-5420-399
9676585933	2	Invoice	RACK FILLER PIECES FOR MEDIA ROOM	11/08/2022	21.30	06/23	601-24-16-5930-399

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
9676585933	3	Invoice	RACK FILLER PIECES FOR MEDIA ROOM	11/08/2022	5.81	06/23	602-24-16-5930-399
9676585933	4	Invoice	RACK FILLER PIECES FOR MEDIA ROOM	11/08/2022	5.81	06/23	603-24-16-5921-399
Total 967658593377:					38.73		
9696454487	1	Invoice	USB & USC-C FLASH DRIVES	10/25/2022	5.10	06/23	100-24-16-5420-399
9696454487	2	Invoice	USB & USC-C FLASH DRIVES	10/25/2022	18.68	06/23	601-24-16-5930-399
9696454487	3	Invoice	USB & USC-C FLASH DRIVES	10/25/2022	5.10	06/23	602-24-16-5930-399
9696454487	4	Invoice	USB & USC-C FLASH DRIVES	10/25/2022	5.10	06/23	603-24-16-5921-399
Total 969645448784:					33.98		
9798684496	1	Invoice	NETWORK CABLES/DUMMY PLUGS	10/15/2022	5.49	06/23	100-24-16-5420-399
9798684496	2	Invoice	NETWORK CABLES/DUMMY PLUGS	10/15/2022	20.08	06/23	601-24-16-5930-399
9798684496	3	Invoice	NETWORK CABLES/DUMMY PLUGS	10/15/2022	5.47	06/23	602-24-16-5930-399
9798684496	4	Invoice	NETWORK CABLES/DUMMY PLUGS	10/15/2022	5.47	06/23	603-24-16-5921-399
Total 979868449675:					36.51		
9854549836	1	Invoice	4-128GB FLAS DRIVES-PD EVIDENCE	10/11/2022	54.69	06/23	100-21-21-5110-318
Total 985454983693:					54.69		
9865965589	1	Invoice	2-BATTERY SURGE PROTECTORS/3-FILE O	10/10/2022	22.80	06/23	100-24-16-5420-317
9865965589	2	Invoice	2-BATTERY SURGE PROTECTORS/3-FILE O	10/10/2022	83.58	06/23	601-24-16-5921-317
9865965589	3	Invoice	2-BATTERY SURGE PROTECTORS/3-FILE O	10/10/2022	22.80	06/23	602-24-16-5921-317
9865965589	4	Invoice	2-BATTERY SURGE PROTECTORS/3-FILE O	10/10/2022	22.80	06/23	603-24-16-5921-317
Total 986596558953:					151.98		
Total SYNC/AMAZON (6343):					2,340.46		
<b>TEREX GLOBALGmbH (5787)</b>							
5004188868	1	Invoice	PARTS FOR DIGGER-LINE #10	10/24/2022	1,013.91	06/23	204-23-30-5310-314
Total 5004188868:					1,013.91		
Total TEREX GLOBALGmbH (5787):					1,013.91		
<b>TERMINAL SUPPLY CO. (6527)</b>							
88938-00	1	Invoice	MISC SHOP SUPPLIES	11/16/2022	65.04	06/23	204-23-30-5310-318
Total 88938-00:					65.04		
Total TERMINAL SUPPLY CO. (6527):					65.04		
<b>TOWN &amp; COUNTRY INSURANCE (959)</b>							
6247	1	Invoice	ADD LIABILITY ON 4 PROPERTIES	11/23/2022	113.00	06/23	100-21-18-5190-216
Total 6247:					113.00		
6248	1	Invoice	INSURANCE COVERAGE-ADD '22 RAM-PD T	11/23/2022	499.00	06/23	100-21-21-5110-216
Total 6248:					499.00		
Total TOWN & COUNTRY INSURANCE (959):					612.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>US CELLULAR (986)</b>							
0543618044	1	Invoice	STREET WATERFILL STATION	11/10/2022	15.72	06/23	602-23-62-5662-230
Total 0543618044:					15.72		
Total US CELLULAR (986):					15.72		
<b>USA BLUEBOOK (3281)</b>							
178690	1	Invoice	WATER PLANT LAB SUPPLIES	11/16/2022	1,479.57	06/23	602-23-61-5642-319
Total 178690:					1,479.57		
Total USA BLUEBOOK (3281):					1,479.57		
<b>VALUTECH PEST CONTROL (6822)</b>							
2878	1	Invoice	PEST CONTROL/SENIOR CENTER	11/18/2022	35.00	06/23	100-22-42-5280-299
Total 2878:					35.00		
2879	1	Invoice	PEST CONTROL/FULLER HALL	11/18/2022	32.00	06/23	100-22-42-5233-299
Total 2879:					32.00		
2880	1	Invoice	PEST CONTROL/CITY HALL	11/18/2022	10.50	06/23	100-24-36-5480-299
2880	2	Invoice	PEST CONTROL/CITY HALL	11/18/2022	7.50	06/23	601-23-36-5480-299
2880	3	Invoice	PEST CONTROL/CITY HALL	11/18/2022	6.00	06/23	602-23-36-5480-299
2880	4	Invoice	PEST CONTROL/CITY HALL	11/18/2022	6.00	06/23	603-23-36-5480-299
Total 2880:					30.00		
Total VALUTECH PEST CONTROL (6822):					97.00		
<b>VERIZON WIRELESS (3812)</b>							
9920267297	1	Invoice	GPS UNIT PHONE	11/10/2022	40.01	06/23	100-23-31-5420-230
9920267297	2	Invoice	GPS UNIT PHONE	11/10/2022	40.01	06/23	601-23-31-5420-230
9920267297	3	Invoice	GPS UNIT PHONE	11/10/2022	40.01	06/23	602-23-31-5420-230
9920267297	4	Invoice	GPS UNIT PHONE	11/10/2022	40.01	06/23	603-23-31-5420-230
Total 9920267297:					160.04		
Total VERIZON WIRELESS (3812):					160.04		
<b>VESSCO, INC. (997)</b>							
089126	1	Invoice	WTP, INTEGRITY, WATER	11/04/2022	1,355.85	06/23	602-23-61-5935-870
Total 089126:					1,355.85		
089245	1	Invoice	WTP, INTEGRITY, WATER	11/21/2022	11,000.00	06/23	602-23-61-5935-870
Total 089245:					11,000.00		
Total VESSCO, INC. (997):					12,355.85		
<b>WATTS, CHELSEA (7620)</b>							
112822	1	Invoice	METER DEPOSIT REFUND	11/28/2022	200.00	06/23	601-21011
112822	2	Invoice	METER DEPOSIT REFUND	11/28/2022	300.00	06/23	601-21011

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 112822:					500.00		
Total WATTS, CHELSEA (7620):					500.00		
<b>WEBSTER CITY RENTAL LLC (6478)</b>							
112822	1	Invoice	CUSTOMER DEPOSIT REFUND/803 DM ST-S	11/28/2022	79.70	06/23	601-21011
Total 112822:					79.70		
Total WEBSTER CITY RENTAL LLC (6478):					79.70		
<b>WEBSTER CITY TRUE VALUE (2155)</b>							
165351	1	Invoice	2" IMPACT POWER BIT	11/14/2022	5.49	06/23	601-23-52-5588-311
Total 165351:					5.49		
165440	1	Invoice	5 PK 6" 20/24T REC BLADE	11/16/2022	16.99	06/23	601-23-52-5588-318
Total 165440:					16.99		
165467	1	Invoice	6" CRIMP WIRE BRUSH	11/17/2022	21.99	06/23	602-23-61-5642-318
Total 165467:					21.99		
165487	1	Invoice	SPRAY PAINT	11/18/2022	7.79	06/23	601-23-52-5588-318
Total 165487:					7.79		
165512	1	Invoice	4X60 30GAL GALV PIPE-CEMETERY BUILDIN	11/21/2022	16.99	06/23	100-23-42-5371-310
Total 165512:					16.99		
165537	1	Invoice	MATERIAL FOR DOWNTOWN LIGHTS-SSMID	11/22/2022	33.76	06/23	260-23-36-5393-318
Total 165537:					33.76		
Total WEBSTER CITY TRUE VALUE (2155):					103.01		
<b>WESCO RECEIVABLES CORP (1038)</b>							
399755	1	Invoice	2022 URD CONVERSION MATERIAL	11/14/2022	5,955.94	06/23	601-23-52-5588-871
Total 399755:					5,955.94		
Total WESCO RECEIVABLES CORP (1038):					5,955.94		
Total 12/05/2022:					261,435.09		
Grand Totals:					392,306.55		

## Report GL Period Summary

GL Period	Amount
06/23	261,435.09
05/23	130,871.46



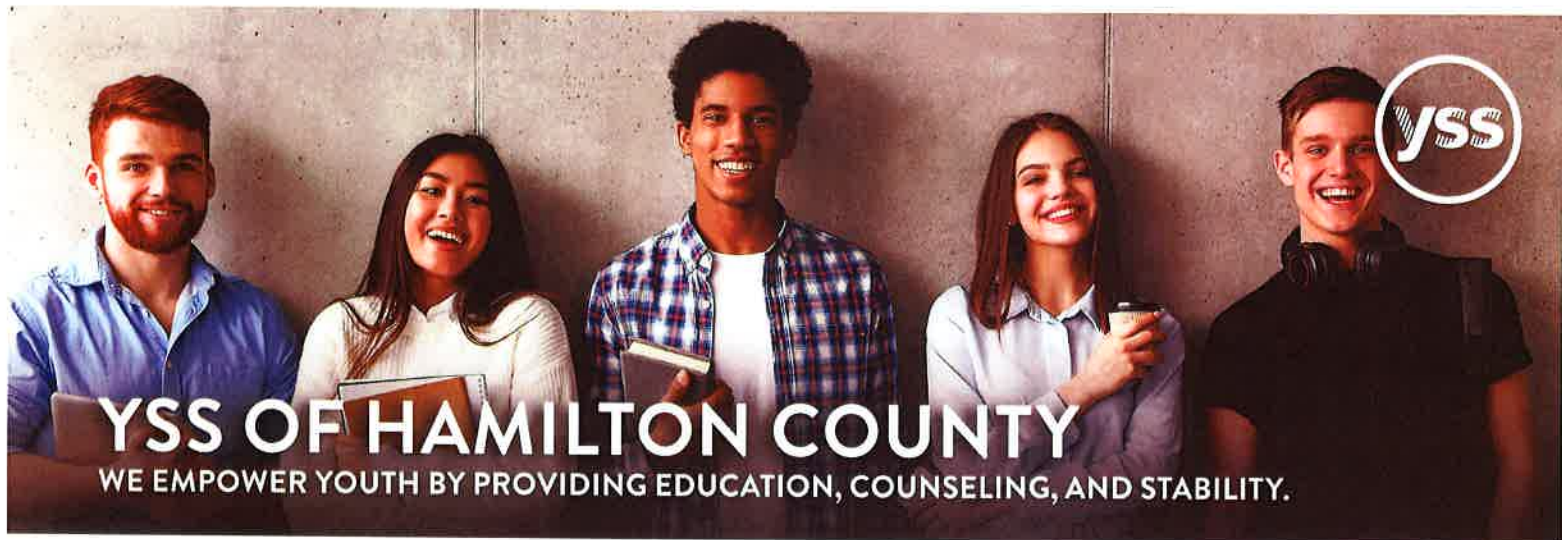
GL Period	Amount
Grand Totals:	392,306.55

Vendor number hash: 753320  
Vendor number hash - split: 1643740  
Total number of invoices: 184  
Total number of transactions: 368

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	392,306.55	392,306.55
Grand Totals:	392,306.55	392,306.55

**FUND LIST TOTALS FOR BILLS    December 5, 2022**

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	70,592.59
204	Road Use Tax Funds	5,444.19
205	Airport Fund	6,009.37
228	Low/Moderate Income Revolving	728.52
260	SSMID	33.76
281	TIF-Gourley	8,324.82
284	TIF-Fareway	3,601.59
285	TIF-First State Bank	28,276.72
287	TIF-WCF Financial	26,587.01
290	TIF-3DK	4,819.94
294	TIF-Ridge Development	1,454.00
295	TIF-Gary & Brenda Fox	12,626.81
300	Debt Service	9,154.30
536	Second St Reconstruction Project	6,270.00
601	Electric Utility	99,310.22
602	Water Utility	54,322.38
603	Sewer Fund	49,405.16
902	Medical/Flex	5,345.17
	Grand Total	\$ 392,306.55



## SERVICES

### COUNSELING

Our skilled and experienced team of professionals is here to serve you and your family. YSS providers are trained in a wide variety of therapeutic approaches, and we see clients of all ages.

From multi-dimensional family therapy to play therapy, we tailor treatment services to meet each person's unique needs. Services include:

- + Psychiatric Consultation
- + Behavioral Health Intervention Services
- + Integrated Health Services
- + Substance Use Counseling
- + Mental Health Therapy
- + Access and Visitation Program

We create a welcoming environment built on trust and confidentiality. Our staff will guide you through the process and work to design a plan based on your needs.

“

“If it wasn't for the mental health services at YSS, my family wouldn't have known where to turn. The support we've received has been phenomenal.”

– Courtney, YSS of Hamilton County client

”

**94%** OF YOUTH PARTICIPANTS  
REPORTED THE  
AFTERCARE PROGRAM WAS  
“HELPFUL” OR “VERY HELPFUL”

### AFTER CARE

YSS provides aftercare support for young adults who have aged out of foster care or other out-of-home placement.

We help guide young people toward stability and self-sufficiency in six key areas:

- + Education
- + Employment
- + Safe Housing
- + Health
- + Life Skills
- + Healthy Relationships

Our Self-Sufficiency Advocates are here to help address barriers. They work with youth to secure a place to live, set financial goals, enroll in college, find a doctor, or apply for jobs.

## CONTACT US

**YSS of Hamilton County**

1611 Prospect Street  
Webster City, IA 50595  
P: 515-832-1061  
F: 515-832-1070

**WWW.YSS.ORG**

**ANNUAL  
FINANCIAL REPORT  
OF THE  
CITY OF WEBSTER CITY, IOWA  
FOR THE FISCAL YEAR ENDED  
JUNE 30, 2021**

**CITY OF WEBSTER CITY, IOWA  
Schedule of Findings and Questioned Costs  
For the Year Ended June 30, 2021**

---

**Part IV: Other Findings Related to Statutory Reporting (Continued):**

- III-F-21 - Bond Coverage - Surety bond coverage of City officials and employees is in accordance with statutory provisions. However, we recommend that the amount of coverage be reviewed annually to insure that the coverage is adequate for current operations.
- III-G-21 - Council Minutes - We noted no transactions requiring approval which had not been approved by the Council.
- III-H-21 - Revenue Bonds - No violations of revenue bond resolutions were noted.
- III-I-21 - Deposits and Investments - We noted no instances of noncompliance with the deposit and investment provisions of Chapter 12B and 12C of the Code of Iowa and the City's investment policy.
- III-J-21 - Urban Renewal Annual Report - The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1.
- III-K-21 - Donations - During the year ended June 30, 2021, the City donated \$60,980 to various institutions noted below:

<b>Name of Organization</b>	<b>Amount</b>
Community & Family Resources	\$3,700
Domestic/Sexual Assault	2,280
YSS of Hamilton County	10,000
Chamber of Commerce	20,000
Building Families	25,000

The Constitution of the State of Iowa prohibits governmental bodies from making a gift to a private non-profit corporation. Article III, Section 31 of the Constitution of the State of Iowa states, "...no public money or property shall be appropriated for local or private purposes, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected to each branch of the General Assembly."

At least six official Iowa Attorney General Opinions since 1972 have consistently concluded that "a governmental body may not donate public funds to a private entity, even if the entity is established for charitable educational purposes and performs work which the government count perform directly. The Opinions further state, "Even if the function of a private non-profit corporation fits within the scope of activities generally recognized as serving a public purpose, a critical question exists regarding whether funds or property transferred to a private entity will indeed be used for those public purposes."

Political subdivisions and municipalities, including cities, counties, schools and townships are municipal - governmental - entities. As governmental entities they are governed by elected bodies, are directly responsible to the public as a whole, and are subject to the limitations imposed on them by the state. Although a private organization may be formed to provide and support 'public' services which are the same or similar to the services provided

CITY OF WEBSTER CITY, IOWA  
Schedule of Findings and Questioned Costs  
For the Year Ended June 30, 2021

---

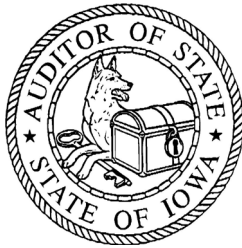
**Part IV: Other Findings Related to Statutory Reporting (Continued):**

by government, the private organizations are not subjected to the same degree of public accountability and oversight as governmental entities."

Recommendation – We are not aware of any statutory authority for the City to donate public funds to private non-profit organizations. The City should immediately cease making future such donations.

Response – We will consult legal counsel, and this will be complied with in the future.

Conclusion – Response accepted.



## OFFICE OF AUDITOR OF STATE STATE OF IOWA

State Capitol Building  
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 281-6518

Rob Sand  
Auditor of State

### **ADVISORY ON PUBLIC FUNDS GOING TO PRIVATE NON-PROFITS**

May 2020

The Office of Auditor of State has received questions regarding public entities providing donations to private non-profits to help with community needs such as food, housing and utilities. This communication is to remind elected officials that the Iowa Constitution prohibits such donations, and inform them of proper methods of supporting pandemic relief efforts.

The Constitution of the State of Iowa prohibits governmental bodies from making a gift to a private non-profit corporation. Article III, Section 31 of the Iowa Constitution states, in part, "...no public money or property shall be appropriated for local, or private purposes..."

An official Iowa Attorney General Opinion from 2008 states, in part, "Past opinions of this office have consistently concluded that a governmental body may not donate public funds to a private entity, even if the entity is established for charitable or educational purposes and performs work which the government could perform directly." The Opinion further states, "Even if the function of a private non-profit corporation fits within the scope of activities generally recognized as serving a public purpose, a critical question exists regarding whether funds or property transferred to a private entity will indeed be used for those public purposes."

While donations to a private entity are not allowable, there are acceptable routes for a public entity to contemplate a long-term public/private relationship. A public entity could enter into an agreement for joint or cooperative action with the private entity under Chapter 28E of the Code of Iowa. Agreements properly established under Chapter 28E of the Code of Iowa establish safeguards to protect the interest of the public which the aforementioned donation does not provide. Generally speaking, any sort of allowable agreements would be better described as contracts with obligations upon and benefits to both parties as a public entity may have with a for-profit company, rather than donations or contributions.

While a governmental body cannot donate or make a contribution of public funds to a private non-profit organization, local governments are not prohibited from expending public funds to encourage the public to *generally* support nonprofits, such as purchasing advertisements that state the same, or to patronize local businesses in ways that comply with section 15A.1 of the Code of Iowa as a method of retaining jobs. Proper procedures to document compliance include advance public notice, the public purpose served by the expenditure(s) should be recorded prior to expenditure(s) being made, the communication should not show favoritism to particular businesses or nonprofits, and conflicts of interest should be avoided.



OFFICE OF AUDITOR OF STATE  
STATE OF IOWA

State Capitol Building  
Des Moines, Iowa 50319-0006

Telephone (515) 281-5834 Facsimile (515) 281-6518

Rob Sand  
Auditor of State

**AUDITOR SAND OFFERS “BEST PRACTICES” ADVISORY TO GOVERNMENTS ON  
WORKING WITH NON-PROFITS**

November 2, 2021

Auditor of State Rob Sand today offered “best practices” advice to governments on how to legally and effectively work with non-profits. The issuance of this advice is in response to requests from governmental leaders seeking clarification on this matter.

Governments are prohibited from making direct donations and in-kind contributions to non-profits under Article III, Section 31 of the Iowa Constitution.

**“Extra compensation-payment of claims-appropriations for local or private purposes.** Section 31. No extra compensation shall be made to any officer, public agent, or contractor, after the service shall have been rendered, or the contract entered into; nor, shall any money be paid on any claim, the subject matter of which shall not have been provided for by pre-existing laws, and no public money or property shall be appropriated for local, or private purposes, unless such appropriation, compensation, or claim, be allowed by two-thirds of the members elected to each branch of the General Assembly.”

The Iowa Attorney General has issued numerous opinions stating the same. However, there are two situations in which public funds may be provided to a non-profit.

- 1) When the payment is for economic development purposes as outlined in Chapter 15A of the Code of Iowa, specifically Chapter 15A.1(1)(a), 15A.1(1)(b), and Chapter 15A.2.
  - a. 15A.1(1)(a): “Economic development is a public purpose for which the state, a city, or a county may provide grants, loans, guarantees, tax incentives, and other financial assistance to or for the benefit of private persons.”
  - b. 15A.1(1)(b): For purposes of this chapter, **“economic development” means** private or joint public and private investment involving the **creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.”**



- c. 15A.2: “Before public funds are used for grants, loans, tax incentives, or other financial assistance to private persons or on behalf of private persons for economic development, the governing body of the state, city, county, or other public body dispensing those funds or the governing body’s designee, **shall determine that a public purpose will reasonably be accomplished by the dispensing or use of those funds.** In determining whether the funds should be dispensed, the governing body or designee of the governing body shall consider any or all of the following factors:
- i. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
  - ii. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
  - iii. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains, and benefits are warranted in comparison to the amount of the funds dispensed.
  - iv. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds.”

2) When the government enters into a contract for services with the non-profit.

- a. Agreements should be reduced to a written contract, not a verbal agreement or a motion or resolution in the minutes. However, the contract should then be approved in the minutes and the public purpose for the expenditure of the tax dollars in question should be clearly documented in the minutes.
- b. The terms and conditions of each party to the contract should be plain, detailed, and unambiguous.

- c. There should be clear language as to how much the government is paying, the schedule of payments, and what the government (or the public) is receiving from the non-profit in return. Overall, consideration should be balanced for each party and the government should seek the highest value possible for taxpayers.
- d. When a government contracts with a non-profit and the non-profit is not providing a clear service directly to the government but rather the service is to the public, the public benefit will be the “consideration,” or benefit, the government receives under the contract. This consideration, how the public (as a whole) is benefitting should be made clear in the contract.
- e. The total cost of the contract and required supporting invoices and/or documentation should be clearly defined. The government should ensure it is not overpaying for the product or services received. For example, if, under the contract, the non-profit is to provide X number of meals to homebound people, the contract should clearly state how the public is benefitting as a whole and clearly state what documentation is required to support the number of meals provided.
- f. All contracts should include a requirement for the non-profit to account to the government for the public funds and how they are spent to meet the state public purpose requirement. The form and frequency of that accounting should be clear in the contract.
- g. The contract should be signed by a representative of the government and a representative of the non-profit.

Additional guidance for governments can be found on the Auditor of State website at <https://www.auditor.iowa.gov/faqs/>.

Auditor of State  
Response to Not For Profit Questions  
June 4, 2021

Email  
Date

Question

Proposed Answers

4/12/2021 We donate to the Historical Society annually. Also we donate to the Family Crisis Center and Centers Against Abuse & Sexual Assault. What documentation do you require for us to continue to support these organizations?? Or do they not need special documentation, since they provide services which are utilized by the County Attorney and the Sheriff's Department.

The Constitution of the State of Iowa prohibits governmental bodies from making a gift to a private non-profit corporation. Article III, Section 31 of the Iowa Constitution states, in part, "...no public money or property shall be appropriated for local, or private purposes..."

At least six official Attorney General Opinions since 1972 have consistently concluded that "a governmental body may not donate public funds to a private entity, even if the entity is established for charitable or educational purposes and performs work which the government could perform directly." The Opinions further conclude, "Even if the function of a private non-profit corporation fits within the scope of activities generally recognized as serving a public purpose, a critical question exists regarding whether funds or property transferred to a private entity will indeed be used for those public purposes."

Chapter 331.427(3) of the Code of Iowa specifically allows a county to appropriate funds from the General Fund for "the use of a nonprofit historical society organized under chapter 504, Code 1989, or current chapter 504, a city-owned historical project, or both."

Any donation to a NFP not specifically allowed by Iowa Code or a grant agreement is prohibited - there is no documentation that would make it okay.

4/12/2021 The Auditor of State also provided us with the attached sample audit remark regarding donations to non-profits. It calls for "reimbursement of current and past donations" along with stopping future donations. Under the circumstances, are we justified in not seeking those reimbursements? If we must seek reimbursement, how far back are we supposed to go? Many of us have supported particular non-profits for a long time, and then there are other non-profits that we no longer support but which received donations in the past.

Reimbursement is not realistic. The NFP accepted the donation in good faith and it could create a hardship on the NFP to reimburse any amount of prior funding. Moving forward, counties should cease all donations to NFPs.

Auditor of State  
Response to Not For Profit Questions  
June 4, 2021

Email Date	Question	Proposed Answers
4/12/2021	The AOS letter paraphrased a 2008 Attorney General's Opinion as follows: "Agreements properly established under Chapter 28E of the Code of Iowa establish safeguards to protect the interest of the public..." If a county has an agreement with a non-profit to provide social services, for instance, does it have to be a 28E agreement specifically?	An agreement with a non-profit to provide social services is a contracted service. This is no different than a County contracting with a for-profit vendor for services. A county may pay a NFP for services upon receipt of a verified invoice detailing those services and their cost. 28E agreements are for something you might think of as a joint venture or joint project where the parties will share in decision making on all aspects of the work, or a new organization.
4/12/2021	Is sufficient day care an economic development tool to attract businesses to the community? And, is early childhood education and a safe and secure family environment a tool to ensure a robust future workforce?	Chapter 15A.1 (1)(a) of the Code of Iowa establishes economic development as "a public purpose for which the state, a city, or a county may provide grants, loans, guarantees, tax incentives, and other financial assistance to or for the benefit of private persons."  Chapter 15A.1(1)(b) of the Code of Iowa defines "economic development" for purposes of this Chapter as "private or joint public and private investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost."  The Board must document how donations to a day care and/or whether or not early childhood education and a safe and secure family environment meet the Chapter 15A of the COI definition of economic development. If the Board is unclear, they should consult the County Attorney prior to any expenditure.
4/12/2021	Can the VA donate money annually for food and personal items to a local food bank/thrift/donation organization? We have a Supervisor who sits on their board.	It depends on the source of the funds donated. If the source is donations from citizens for such purposes, the VA would be required to use the funds as such (i.e., in accordance with the purpose of the donations). If the source of the funds to be donated are the County's General Fund, the donations must follow the same rules as all other donations to a private NFP - i.e., meet the definition of economic development.
4/13/2021	Can social services make a payment to a nutrition program for a senior citizens organization that provides daily meals? We have a supervisor who sits on that board	If the NFP provides a service the County otherwise could provide, and the County enters into a contract with the NFP to provide those services, i.e., provide x number of meals within x timeframe, the County could pay the NFP for that service. Recommended method would be to reimburse the NFP based on an invoice which documents the meals served.
4/13/2021	In general, if a supervisor sits on the board, can payment be made to the organization?	Whether or not a Supervisor sits on a Board is not a criteria for use of public funds. Furthermore, if the governmental entity enters into a contract with the NFP, the Supervisor should not participate due to conflict of interest.

Auditor of State  
Response to Not For Profit Questions  
June 4, 2021

Email  
Date

Question

Proposed Answers

4/14/2021

What about the conflict between the American Rescue Plan suggesting that we give to Non-profits?

If the ARP allows payments to NFP, then this would be an allowable use of those funds as long as what the NFP will use it for also meets ARP requirements. Having said that, a county should not just give the funds away, they should have a written agreement that accompanies the funds that requires the NFP to report to the County how those funds were used to accomplish an allowable purpose. Reporting could be monthly or quarterly.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Daniel Ortiz-Hernandez, City Manager

**DATE:** November 21, 2022

**RE:** Request by Shawn Anderson for Hearing before the City Council regarding Unsafe Building located at 719 Des Moines Street

---

**SUMMARY:** Property Owner requested hearing before City Council regarding Unsafe Building Notice issued for 719 Des Moines Street in response to engineering report prepared for partially collapsed building located at 721 Des Moines Street which stated:

*"With the active and ongoing collapse of wall and floor systems in 721, such produces a life safety issue for the occupants and pedestrians of 719, 721 and surrounding area. Both structures are not to be occupied until bracing measures have been implemented. Area around both structures are to have appropriate fencing measures installed to prevent access."*

**PREVIOUS COUNCIL ACTION:** None

**BACKGROUND/DISCUSSION:** Based on the information included in an engineer's report for the collapsed building at 721 Des Moines Street which included an assessment of 721 Des Moines Street and a partial assessment and site inspection walk through of 719 Des Moines Street by a representative from the JEO Consulting Group (a structural engineering firm) and Shawn Anderson (owner of 719 Des Moines Street), the City had no other option but to follow up on the findings and concerns noted in the report that emphasized the life safety issue for occupants and pedestrians of both 721 and 719 Des Moines Street.

On the evening of September 16, 2022, the Hamilton County Sheriff's Office received a 911 call at 11:38 P.M. from a Webster City Resident to report loud construction sounds coming from 721 Des Moines Street. The sounds ended up being bricks and debris falling from the building. The information was relayed to Webster City Police Department. Upon arrival, police officers observed the southern wall of the building bulging out. The Webster City Fire Department, Street Department, Electric Line Department, City Manager, and Black Hills Energy responded to the scene. The building was unoccupied and vacant at the time. Electric service was disconnected and natural gas was shut off. Over the course of the night and into the morning cracking and buckling sounds could be heard from inside the building as bricks and other debris fell and hit the steel siding. The steel siding was initially holding back the debris from scattering across the area, sidewalk, and street.

The building was considered to be structurally unsound and in imminent danger of collapse. The adjacent streets and sidewalks were barricaded and closed to vehicle and pedestrian traffic to protect the public.

On the morning of September 17, 2022, at approximately 7:45 A.M., a large section of the southern wall collapsed. The rubble was restrained by the steel siding. The collapse triggered the temporary evacuation of abutting building on the north side.

The City issued an "Unsafe Building Notice" to the property owner(s) of 721 Des Moines Street. Notice requires the property owners abate building condition and "to commence either the required repairs or improvements or demolition and removal of the building or structure or portions thereof". The property owners contacted their insurance and retained an engineering firm and contractor to begin to evaluate the building condition. The condition of the building has continued to deteriorate further.

On November 7, 2022, a representative from JEO Consulting Group, performed a site inspection of 721 Des Moines Street and 719 Des Moines Street.

On Wednesday, November 9, 2022, the City contacted the property owner, engineer, and contractor regarding the deterioration and loose metal sided that posed a potential hazard in strong windy conditions.

On Thursday, November 10, 2022, Cody Lureen with the JEO Consulting Group, engineer for the property owner at 721 Des Moines Street responded to the City's communication and replied "I recommend the coffee shop to be closed and unoccupied if there is any further movement of the south structural wall on Esmeralda's building."

The City replied back to the Mr. Lureen for clarification which he replied: "I just received some pictures from the contractor and the wall failure is progressing. This is enough concern to close the coffee shop until further notice."

Upon receiving Mr. Lureen's information, and although no definitive details were provided by Mr. Lureen or the property owner at 721 Des Moines Street, the City notified Shawn Anderson, the property owner of 719 Des Moines Streets, of Mr. Lureen's recommendation and concerns. The letter the City provided Mr. Anderson is attached and stated in part:

*"It is unclear to the City how the deterioration at 721 Des Moines Street is or may affect your building at 719 Des Moines Street. Presently, the City does not have any specific information that your building is structurally unsound, that there is any other condition present that would deem it unsafe, or a risk of imminent danger of collapse. Pending additional information or change in building's deterioration that would impact your building at 721 Des Moines Street, the City at this time has not made any determination regarding your building. This may change at any time.*

*The letter serves of notice of the information presently known specific to the recommendation from the property owner's engineer. It is intended to make you aware of their recommendation and possibility of being required to vacate the building. You will be informed as additional information regarding the engineer's recommendation regarding your building becomes available. The City encourages both property owners to communicate regarding the situation."*

On the afternoon of Wednesday, November 16, 2022, the City received the Engineering Inspection Report for 721 Des Moines Street from Mr. Lureen at JEO Consulting Group. The report detailed Mr. Lureen's concerns including the following:

***“With the active and ongoing collapse of wall and floor systems in 721, such produces a life safety issue for the occupants and pedestrians of 719, 721 and surrounding area. Both structures are not to be occupied until bracing measures have been implemented. Area around both structures are to have appropriate fencing measures installed to prevent access.”***

Based on the information included in the report, part of which included a partial assessment of 719 Des Moines Street and site inspection walk through by Mr. Lureen and Mr. Anderson, the City had no other option but to follow up on the findings and concerns noted in the report that emphasized the life safety issue for occupants and pedestrians of both 721 and 719 Des Moines Street.

On Thursday, November 17, 2022, Mr. Anderson was served an Unsafe Building notice and provided a copy of the engineer’s report from JEO Consulting Group.

On Friday, November 18, 2022, Mr. Anderson provided the City a copy of an engineers report prepared by KPE - Investigative Engineers (KPE), prepared October 18, 2022. Mr. Anderson also visited with the City Manager regarding the Unsafe Building notice. Mr. Anderson claims that the engineer report requested by his insurance concludes that his building is structurally sound and that there is no life safety issue. Mr. Anderson was advised that the reports are similar but that JEO’s report specifically reference the life safety issue. He was advised that he may contact KPE, provide them JEO’s report, and ask if they had any follow up to refute the findings. City Manager offered to attempt to contact KPE with Mr. Anderson still present. When that was unsuccessful, they made contact with Mr. Anderson’s insurance claim adjuster.

The adjuster was informed of the notice Mr. Anderson received and the key findings from the JEO report. He said he would forward the information on to the engineer upon receiving it. Upon termination of the phone call, City Manager forwarded the engineer’s report from JEO and notice to the adjuster. The adjuster did not indicate how quickly he or the engineer would be able to respond to Mr. Anderson. Before leaving, Mr. Anderson made a verbal request for a hearing before the Council.

Both engineering reports make similar conclusions such as the presence of a shared wall, measures that should be considered for demolition of the building at 721 Des Moines, deterioration and prior repairs of interior and exterior walls at 719 Des Moines Street. KPE’s report noted “At the 1st and 2nd floors, no damage was observed at the shared wall outside of old damage”.

Another key finding KPE’s report that would substantiate JEO’s report is the following

***“The insured building may be susceptible to damage due to the adjacent structure being secured to the shared wall.” (page 2)***

Key findings of both engineer’s reports are included below:

KPE - Investigative Engineers (KPE); October 18, 2022 Engineer’s Evaluation of 719 Des Moines Street: 1. The top of east wall of insured building was exposed masonry. The mortar of brick joints above the roof membrane were degraded, with cracked, loose, and missing mortar (Photos 15-16). At the exterior face of wall, mortar was also cracked, loose and missing (Photo 17). At the east wall above a bay window on the 2nd floor, the exterior	JEO Consulting Group, Inc.; November 14, 2022 Engineering Inspection of 721 Des Moines Street: 1. The north wall is shared with the adjacent building (719 Des Moines St). (Page 2) 2. With the active and ongoing collapse of wall and floor systems in 721, such produces a life safety issue for the occupants and pedestrians of 719, 721 and surrounding area. Both structures are not to be occupied until bracing measures have been
--	--



<p>face of wall was bowed out to the east along with the parapet cap (Photos 18-19). The bowed section of wall was observed with a crack through the brick wall and parapet cap with a larger gap at the crack and differential movement across the face of wall (Photo 20). (Page 2)</p> <ol style="list-style-type: none"> <li>2. At the 1st and 2nd floors, no damage was observed at the shared wall outside of old damage... (Page 2)</li> <li>3. Mortar near the roof of building was degraded, loose and missing around the roof joist pockets in the brick wall (Photo 24). (Page 2)</li> <li>4. Mortar near the roof of building was degraded, loose and missing around the roof joist pockets in the brick wall (Photo 24). (Page 2)</li> <li>5. No evidence of sudden or recent damage was found during KPE's investigation. (Page 2)</li> <li>6. During the investigation, the east wall of neighboring building terminated into the shared wall. (Page 2)</li> <li>7. These conditions suggest the south wall of insured building is shared with the adjacent building and there is not a double wall to separate or isolate the structures. (Page 2)</li> <li>8. The insured building may be susceptible to damage due to the adjacent structure being secured to the shared wall. (Page 2)</li> <li>9. The demolition should take into consideration the interaction between the floor and roof construction at the shared wall and care be taken to ensure damage at the insured building does not occur. (Page 3)</li> <li>10. The conditions of weathered, degraded, and shifted masonry at the insured building occurs at the shared wall at the roof and foundation levels. (Page 3)</li> <li>11. At the east wall, the masonry above the 2nd floor bay window is located near the southeast corner where degraded, loose and missing mortar of the wall construction and the top of east wall bowed to the exterior. (Page 3)</li> <li>12. These conditions have made the masonry more susceptible to damage which may occur from impacts or vibrations occurring during demolition of the adjacent structure. (Page 3)</li> <li>13. Any backfill and compaction next to the basement walls of insured basement should consider the age and wear of the masonry. High overburden pressures and vibrations related to compaction may cause cracking or shifting of bricks or stones at the foundation walls. (Page 3)</li> </ol>	<p>implemented. Area around both structures are to have appropriate fencing measures installed to prevent access. (Page 3)</p> <ol style="list-style-type: none"> <li>3. If 721 Des Moines is demolished, 719 Des Moines will need to be supported laterally to prevent movement and possible collapse. This is not just for lateral support during demolition efforts but afterwards during standard wind events as well. (Page 3)</li> <li>4. This is a life safety issue for tenants and pedestrians of 719 and the surrounding area if not addressed with additional lateral bracing. (Page 3)</li> <li>5. A complete engineered design is required for the lateral support of 719. Support elements in addition to these cmu/concrete walls could be required if mandated after further structural analysis of 719. (Page 3)</li> <li>6. The interior mortar joints along the entire south wall, as shown in photos 6, 7, 8 and 9, will need to be tuckpointed due to the amount of deterioration. The exterior surface mortar joints at these same locations could be in question due to the amount of deterioration found on the interior and would need to be inspected after the exterior roofing material is removed from the wall surface. (Page 3)</li> <li>7. Further structural review of 719 and design drawings of all required bracing and modifications is required prior to installing a degree of bracing to 719 and prior to demolition of 721. (Page 4)</li> <li>8. The ongoing, progressive collapse of the south wall and floor system of 721 warrants the immediate attention of all parties to determine the next steps that are to be taken. (Page 4)</li> <li>9. Photo 6. Previous repair and deteriorated Mortar Joins in SE corner of 719 (Page 7)</li> </ol>
--	---

**FINANCIAL IMPLICATIONS:** N/A at present time.

**RECOMMENDATION:** Staff recommends City Council uphold Unsafe Building notice/determination pending additional information from Mr. Anderson or his engineer as to the findings and recommendations pertaining to life safety issue of 719 Des Moines Street.

**Attachments:**

1. Unsafe Building Notice
2. JEO Consulting Group, Inc.; November 14, 2022
3. Engineering Inspection of 721 Des Moines Street
4. KPE - Investigative Engineers (KPE); October 18, 2022, Engineer's Evaluation of 719 Des Moines Street
5. Letter to Shawn Anderson Regarding JEO Engineer's Recommendation 11-10-2022



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

p: (515) 832-9141  
f: (515) 832-6686  
[webstercity.com](http://webstercity.com)

November 10, 2022

Sean Anderson  
719 Des Moines Street  
Webster City, IA 50595

Re: Unsafe Building located at 721 Des Moines Street; Engineer's Recommendation Regarding Morning Glory Coffee Shop

Dear Sean,

The City was recently notified by the engineer representing the property owner of 721 Des Moines Street that based on the condition of the unsafe building and continuing deterioration, he recommends ***"the coffee shop to be closed and unoccupied if there is any further movement of the south structural wall on Esmeralda's building"*** (721 Des Moines Street). His recommendation was in response to an email sent by the City to the property owner, their engineer, and their contractor regarding the deteriorating condition and hazard posed by the loose and unsecured metal siding. The engineer's email reply with his recommendation is included with this notice for reference.

In the follow up reply this morning, the property owner's engineer stated:

***"I just received some pictures from the contractor and the wall failure is progressing. This is enough concern to close the coffee shop until further notice."***

It is unclear to the City how the deterioration at 721 Des Moines Street is or may affect your building at 719 Des Moines Street. Presently, the City does not have any specific information that your building is structurally unsound, that there is any other condition present that would deem it unsafe, or a risk of imminent danger of collapse. Pending additional information or change in building's deterioration that would impact your building at 721 Des Moines Street, the City at this time has not made any determination regarding your building. This may change at any time.

The letter serves of notice of the information presently known specific to the recommendation from the property owner's engineer. It is intended to make you aware of their recommendation and possibility of being required to vacate the building. You will be informed as additional information regarding the engineer's recommendation regarding your building becomes available. The City encourages both property owners to communicate regarding the situation.

The City is also awaiting information from the property owner's engineer and contractor that would be included as part their application to the City for a demolition permit. Please do not hesitate to contact me if you have any questions.

Sincerely,

Daniel Ortiz Hernandez  
City Manager



Daniel Ortiz &lt;dortiz@webstercity.com&gt;

---

**Unsafe Building 721 Des Moines Street, Webster City 50595**

---

**Cody Lureen** <clureen@jeo.com>

Thu, Nov 10, 2022 at 12:10 PM

To: Daniel Ortiz &lt;dortiz@webstercity.com&gt;

Cc: "lovely\_esmeralda2008@yahoo.com" &lt;lovely\_esmeralda2008@yahoo.com&gt;, "friesthsteve@gmail.com" &lt;friesthsteve@gmail.com&gt;, Cory Simpson &lt;csimpson@webstercity.com&gt;, Ariel Bertran &lt;abertran@webstercity.com&gt;, Biridiana Bishop &lt;bibishop@webstercity.com&gt;

I just received some pictures from the contractor and the wall failure is progressing. This is enough concern to close the coffee shop until further notice.

Get [Outlook for Android](#)

---

**From:** Daniel Ortiz <dortiz@webstercity.com>**Sent:** Thursday, November 10, 2022 9:29:37 AM**To:** Cody Lureen <clureen@jeo.com>**Cc:** lovely\_esmeralda2008@yahoo.com <lovely\_esmeralda2008@yahoo.com>; friesthsteve@gmail.com <friesthsteve@gmail.com>; Cory Simpson <csimpson@webstercity.com>; Ariel Bertran <abertran@webstercity.com>; Biridiana Bishop <bibishop@webstercity.com>**Subject:** Re: Unsafe Building 721 Des Moines Street, Webster City 50595

Cody,

How would you define or measure the movement? While the City observes the property periodically this is merely visual observations. Typically movements or changes we can observe are significant such as the recent changes that resulted in the metal siding. Would you be setting up any equipment to monitor movements of the wall or how should this be measured?

*Daniel Ortiz-Hernandez, ICMA-CM*

City Manager

400 2nd Street

Webster City, IA 50595

P. (515)832-9151

[dortiz@webstercity.com](mailto:dortiz@webstercity.com)

On Thu, Nov 10, 2022 at 7:48 AM Cody Lureen <clureen@jeo.com> wrote:

Daniel,

I recommend the coffee shop to be closed and unoccupied if there is any further movement of the south structural wall on Esmeralda's building. The steel sheathing should be fastened securely to prevent flying debris in the wind and to prevent wind from causing internal forces in the building and causing additional uplift on the floor and roof. I spoke to Cory and he mentioned that the building is being monitored every day. I plan to get my report out early next week, so that we can move forward with lateral bracing of the adjacent building and demo of Esmeralda's building. Let me know if you have any questions.

Thanks,

**Cody Lureen**

**m:** 402.270.0946

JEO Consulting Group

---

**From:** Daniel Ortiz <dortiz@webstercity.com>**Sent:** Wednesday, November 9, 2022 7:51 PM**To:** lovely\_esmeralda2008@yahoo.com; friesthsteve@gmail.com; Cody Lureen <clureen@jeo.com>**Cc:** Cory Simpson <csimpson@webstercity.com>; Ariel Bertran <abertran@webstercity.com>; Biridiana Bishop <bibishop@webstercity.com>**Subject:** Unsafe Building 721 Des Moines Street, Webster City 50595

Good Evening Esmeralda, Tyler, and Cody,

I wanted to follow up on recent communication that has taken place with the City of Webster City's Building Official/Inspector, Cory Simpson. I understand that he contacted and spoke with you regarding the deteriorating condition of the building owned by Esmeralda Diaz and her husband located at 721 Des Moines Street in Webster City. The building has continued to deteriorate further since September 17, 2022 when the south wall began to collapse. The deterioration has now resulted in portions of the steel siding to become unsecured and dangle in the wind. Pictures taken the afternoon of November 9, 2022 are attached. This poses a significant hazard and dangerous condition.

The National Weather Service issued a Hazardous Weather Outlook today for an area that includes Webster City/Hamilton County. Thunderstorms are expected Thursday and the Hazardous Weather Outlook warns that "damaging wind gusts are the primary threat... Gusty winds will occur Thursday and into early Friday morning with gusts over 40 mph possible."

I understand that there was some confusion and concern regarding the ability to address and secure the building's siding and other hazards while you wait for the DNR's approval pertaining to their Asbestos Notification of Demolition and Renovation permit requirements. The City has been in contact with Levi Fisher at the Iowa DNR regarding your permit for demolition. While you may be finalizing demolition details and engineer's recommendations in order to submit for a City demolition permit, it is the City's understanding that the DNR would not impede plans for demolition of the building or addressing hazardous conditions before then. The City specifically raised the concern regarding the damaged and siding and potential danger to human life if left unaddressed and were informed that that DNR may permit work to be performed to secure and address dangerous conditions caused by the unsafe and structurally unsound condition of the building.

The condition of the building and the loose metal siding further increases unsafe building's hazard and poses a danger to human life. That danger is greatly heightened given the Hazardous Weather Outlook issued by the National Weather Service.

**The City is requiring the danger posed by the loose metal siding be addressed immediately.** Any question regarding whether such work may be performed and the DNR's requirements may be directed to Levi Fisher at the DNR.

A separate correspondence regarding the City's demolition permit and requirements will be forthcoming.

If you have any questions please feel free to contact Cory.

Thank you.

Daniel Ortiz-Hernandez, ICMA-CM  
City Manager

City of Webster City

**Caution:** This email is from an external source and may have malicious content or links. Please take care when clicking links or opening attachments.

**Caution:** This email is from an external source and may have malicious content or links. Please take care when clicking links or opening attachments.



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

November 17, 2022

**\*\*\* UNSAFE Building First Notice \*\*\***

Shawn Anderson  
719 Des Moines Street  
Webster City, IA 50595

Re: UNSAFE Building(s) located at 719 Des Moines Street, Webster City, Iowa

Dear Property Owner,

You are hereby notified that the buildings located at the below described addressed are deemed to be UNSAFE and thus declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal:

**719 Des Moines Street, Webster City, IA 50595**  
**Legally described as: D & P S 38' OF N 80.75' LTS 9 & 10 BLK 97**

The owner or person in charge of the building or premises, within 72 hours or such reasonable time as the circumstances require must commence either the required repairs or improvements or demolition and removal of the building or structure or portions thereof, and all such work shall be completed within 30 days from date of notice, unless otherwise stipulated by the enforcement officer. The owner may request a hearing before the City Council within 72-hours (11/20/2022) from service of this notice with the undersigned officer within said time limit.

The nuisance consists of a commercial building that has been identified as producing a life safety issue for occupants and pedestrians by JEO Consulting Group, Inc., a structural engineering firm. The engineer's report associated with the partial collapse of 721 Des Moines Street and inspection of 719 Des Moines Street is attached to this notice for your review and reference. The report includes more details associated with the engineer's recommended minimum necessary repairs required to eliminate the safety hazard and states that "Further structural review of 719 and design drawings of all required bracing and modifications is required prior to installing a degree of bracing to 719 and prior to demolition of 721".


**This notice requires the building, structure, or portion thereof to be vacated forthwith and not reoccupied until the required repairs and improvements are completed, inspected and approved by the enforcement officer.** Upon completion of necessary repairs and/or improvements, the property owner must also provide an engineer's report indicating the building is structurally sound and no longer produces a life safety issue for occupants or pedestrians in order for the nuisance to be corrected.

The UNSAFE building that consists on your property is in violation of the Webster City Code of Ordinance that requires all unsafe buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, as specified in this article or any ordinance, are, for the purpose of this article, unsafe buildings. A copy of the relevant City Code sections are attached hereto as well.

In the event you fail to abate or cause to be abated the above nuisance as directed or file written request for hearing within the time prescribed herein, the City will take such steps as are necessary to abate or cause to be abated the nuisance and the cost will be assessed against you as provided by law.

If you should have any questions, contact the Inspection Department, as soon as possible, or call me at W: 515-832-9139, C: 515-297-1305 or [csimpson@webstercity.com](mailto:csimpson@webstercity.com).

Sincerely,



Cory Simpson, Code Enforcement Officer  
City of Webster City  
Inspection Department





# ***Webster City, Iowa 721 Des Moines Street, Engineering Inspection Report***



Investigated Structure (721 Des Moines Street), Partial review (719 Des Moines Street)

*Prepared by:*  
*Cody Lureen, PE:*  
[clureen@jeo.com](mailto:clureen@jeo.com)  
402.270.0946  
JEO Project No. 222108.00



November 14, 2022

Emerald Diaz  
721 Des Moines Street  
Webster, Iowa 50595

Ref: Engineering Inspection of 721 Des Moines Street  
Inspection location: 721 Des Moines Street  
Webster City, IA 50595

Parties present at inspection: Cody Lureen (JEO Engineer), Emerald Diaz (Owner), Alfredo Diaz, Cory Simpson (Webster City Building Inspector) and Shawn Anderson (Owner of 719 Des Moines)

Dear Emerald:

The purpose of this report is to reflect the findings from the November 7<sup>th</sup>, 2022, site inspection. JEO Consulting Group has been contacted to inspect the structure of the building and to determine the feasibility of demolishing the existing building entirely without affecting the adjacent building. The following report reflects items that were found during the inspection process. No finishes were removed during the inspection.

## **OBSERVATIONS**

The following information was obtained through a site inspection conducted by Cody Lureen, P.E. of JEO Consulting Group Inc. See cover page photo for building locations and approximate extents.

### **721 Des Moines Street**

The 721 Des Moines building (referenced as “721” in report below) is a two story-building with no basement and was built in 1892 according to the assessor’s report. It is approximately 29 feet tall from the sidewalk to top of the parapet on the east side. In the back is an attached garage and stair to the second floor which appears to have been added on later. The exterior walls are 3-wythe brick walls, and the north and south walls support the floor and roof framing. **The north wall is shared with the adjacent building (719 Des Moines St).** The south wall has a metal panel facade. The attached garage walls are only one-story with clay tile walls on the north, south and west side. Approximately the center third of the south brick wall has collapsed and the center third of the floor framing has collapsed. The north end of the collapsed floor system is currently leaning against the shared wall. The roof still has some support but shows extreme deflection which indicates the roof load has transferred to walls on each side of the collapsed area. Much of the building was inaccessible due to unsafe conditions and concerns of continued failure.

### 719 Des Moines Street (Adjacent Building)

The 719 Des Moines building (referenced as “719” in report below) is a two-story building with a basement and was built in 1890 according to the assessor’s report. It is approximately 33 feet 6 inches tall from the sidewalk to the top of the parapet on the east side. In the back is an attached garage with no basement and appears to be added on later. The exterior walls are 3-wythe brick walls, and the north and south walls support the second floor and roof framing. The first floor is supported by the north wall, south wall, and a post and beam line running east to west in the basement. The garage north, south, and west walls are clay tile walls. The south wall on first and second levels are shared with 721. The inside surface of the south wall has deteriorated mortar joints along the roof framing intersection with wall and previous repair efforts are visible to the southeast corner of the second floor.

### **CONCLUSION/RECOMMENDATIONS**

With the active and ongoing collapse of wall and floor systems in 721, such produces a life safety issue for the occupants and pedestrians of 719, 721 and surrounding area. Both structures are not to be occupied until bracing measures have been implemented. Area around both structures are to have appropriate fencing measures installed to prevent access.

If 721 Des Moines is demolished, 719 Des Moines will need to be supported laterally to prevent movement and possible collapse. This is not just for lateral support during demolition efforts but afterwards during standard wind events as well. This is a life safety issue for tenants and pedestrians of 719 and the surrounding area if not addressed with additional lateral bracing. The beginning of lateral support efforts involve constructing 12” masonry or concrete shear walls on the northeast and southeast corners of 719. See photo 13 and 14 for a visual of a masonry shear wall that has been constructed on a stand-alone structure of the same vintage and similar situation as 719. The roof framing and second floor framing would require strengthening towards the front of structure and at the attachment to these shear walls. Note: photo 13 and 14 are not to be taken as a design and are being presented for visual purposes only. A complete engineered design is required for the lateral support of 719. Support elements in addition to these cmu/concrete walls could be required if mandated after further structural analysis of 719.

Another option could be a steel moment frame in front of 719 that attaches to the east face of wall at floor and roof line with full height steel columns at the corners. With cosmetics of the storefront, the complexities of strengthen the existing east wall and overall price of such alteration, the masonry or concrete shear walls would presumably be preferred.

The interior mortar joints along the entire south wall, as shown in photos 6, 7, 8 and 9, will need to be tuckpointed due to the amount of deterioration. The exterior surface mortar joints at these same locations could be in question due to the amount of deterioration found on the interior and would need to be inspected after the exterior roofing material is removed from the wall surface. The entire south exterior wall surface would require stripping of drywall and wood furring finishes to expose the brick surface. The now exterior brick and mortar wall would need to be inspected for any structural deficiencies and deterioration. If the wall is

found to be in good shape, it is traditionally required to have the entire exterior surface cleaned and resealed after all mortar joints and bricks have been repaired.

A drainage system along the south side of 719 will need to be added to prevent the soil from becoming saturated against the basement wall during rain/snow events. The open lot of 721 will be flat and weather events would produce ponding against the remaining structure if not removed. A French drain system or underground drain tile with sump pit are two types of dewatering efforts. Heavy equipment must also stay back a minimum of 10' from the south wall of 719 during demolition and immediate clearing of the debris near the wall is required to deter adding lateral pressure to the basement wall of 719.

During demolition efforts of 721, extreme care is to be practiced by the demolition crew to prevent any movement or damage to 719. It is the sole responsibility of the demolition contractor for the means and methods of demolishing 721.


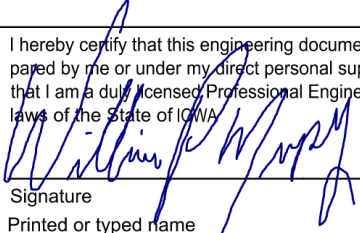
The items listed above are not to be taken as an entire list of issues that the structure has or that needs to be addressed. Further structural review of 719 and design drawings of all required bracing and modifications is required prior to installing a degree of bracing to 719 and prior to demolition of 721. The ongoing, progressive collapse of the south wall and floor system of 721 warrants the immediate attention of all parties to determine the next steps that are to be taken.

JEO reserves the right to add to or modify this inspection report as new information becomes available or conditions change. If you have any questions or need further clarification, please contact me.

Sincerely,



Cody Lureen, PE  
JEO Consulting Group, Inc.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
		11-16-2022
	Signature	Date
	Printed or typed name <b>WILLIAM P. MURPHY</b>	
	License Number: 17354 My License renewal date is 12-31-2022 Pages or sheets covered by this seal: <u>721 DES MOINES STREET / WEBSTER CITY IOWA</u> <u>INSPECTION REPORT</u>	

Bill Murphy, PE  
JEO Consulting Group, Inc.



Photo 1. East Side of Buildings, 721 (left) and 719 (right)

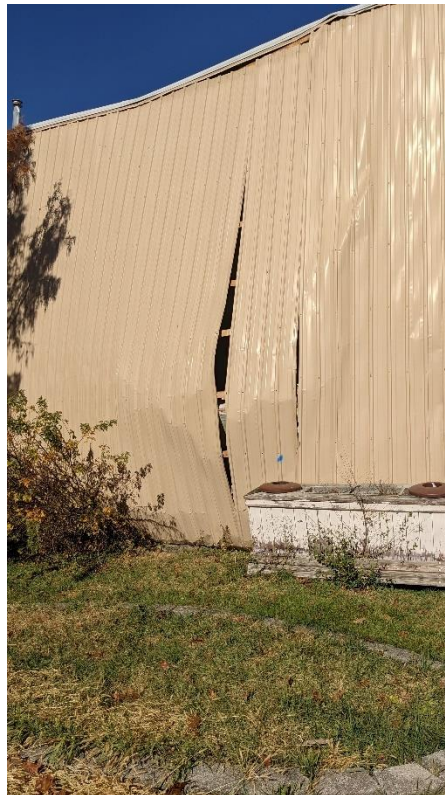


Photo 2. South Wall of 721 (During Inspection)





Photo 3. South Wall of 721 (4 days after inspection)

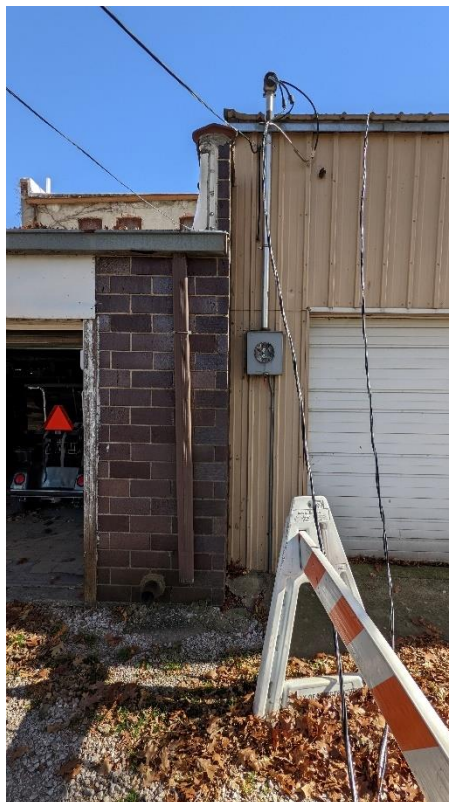


Photo 4. West Side at Garage Additions at shared wall



Photo 5. Basement of 719



Photo 6. Previous repair and deteriorated Mortar Joins in SE corner of 719





Photo 7. Deteriorated Mortar Joints along South Wall of 719



Photo 8. Deteriorated Mortar Joints along South Wall of 719





Photo 9. Deteriorated Mortar Joints along South Wall of 719



Photo 10. Collapsed Floor Framing in 721





Photo 11. Stair Access from the West side of 721



Photo 12. Roof of 721 (parapet wall of 719 in distance)



Photo 13 & 14. Example of a Shear Wall Laterally Reinforcing a Stand Alone Building

**THIS CONCLUDES THE INSPECTION REPORT**

October 18, 2022

Auto-Owners Insurance  
Attn: Jon Oppedahl  
PO Box 10257  
Cedar Rapids, IA 52410  
[Oppedahl.Jon@aoins.com](mailto:Oppedahl.Jon@aoins.com)

RE: Mornin Glory, LLC – Collapse  
719 Des Moines Street  
Webster City, IA 50595  
Claim No.: 300-0569426-2022  
Date of Loss: 09/17/2022  
KPE Assignment: F-044-175



In accordance with your request, KPE – Investigative Engineers (KPE) made an on-site investigation and performed an engineering evaluation to determine the structural integrity of building located at 719 Des Moines Street in Webster City, IA. Our investigation was limited to onsite observations and interviews with the insured.

## BACKGROUND INFORMATION

The insured commercial building is located adjacent to a neighboring building which has experienced a partial collapse. An assessment is needed to determine the extent of damage to the insured building and advise of risks or repairs needed related to the demolition of the compromised neighboring building.

## PURPOSE & SCOPE

The purpose of the investigation was to perform an onsite evaluation and render an engineering opinion as to the structural integrity of insured building and opine on repairs. The scope of our investigation included the following:

1. Site investigation.
2. Interview with the owner / insured to gather further data and drawings.
3. Site measurements, photos, and documentation of observations.
4. Engineering assessment of site conditions as they relate to the claim.
5. Preparation of a report to present results of findings and render a professional opinion.

## RESULTS OF INVESTIGATION

The insured building is a 2-story structure with brick masonry walls and wood-framed floors. The front of building faces east towards Des Moines Street (Photos 1-2). I arrived at the property for the investigation and met with the insured / owner, who accompanied me during the investigation. The west side of building has a 1-story addition used as a garage / storage area (Photos 3-4).

The owner reported the collapse occurred at the adjacent building to the south at the south wall of building (Photos 5-6). The south wall of adjacent building was covered with ribbed metal wall panels which have bowed out and buckled with the collapse of the concealed masonry south wall.



At the front of adjacent building, the brick masonry at the east wall terminates into the shared wall at the south side of insured building. At the bottom of wall near the sidewalk, brick at the adjacent building has degraded and crumbled (Photos 7-8). Degraded brick extends into the exterior wythe of the shared wall. Moving up the wall, degradation was not observed at the cold joint between the east wall of adjacent building and south wall of insured building (Photo 9)

At the west side of 2-story portion of buildings, the roof of insured building and parapet wall extend above the roof of adjacent building (Photo 10). The roof of insured building is a monoslope roof which slopes from east to west (Photo 11). The adjacent building to the south also has a roof which slopes to the west. However, the adjacent building also has a gable ridge down the middle of roof (Photo 12). Both the roof of insured building and adjacent building roof are covered with membrane roofing similar to TPO. The roofing material runs up and over the tops of parapets at the north, south, and shared brick walls. The top of south wall at the adjacent building was sagging at the western half of 2-story roof. The roofing and roof peak were also sagging at the adjacent building (Photos 13-14).

The top of east wall of insured building was exposed masonry. The mortar of brick joints above the roof membrane were degraded, with cracked, loose, and missing mortar (Photos 15-16). At the exterior face of wall, mortar was also cracked, loose and missing (Photo 17). At the east wall above a bay window on the 2<sup>nd</sup> floor, the exterior face of wall was bowed out to the east along with the parapet cap (Photos 18-19). The bowed section of wall was observed with a crack through the brick wall and parapet cap with a larger gap at the crack and differential movement across the face of wall (Photo 20).

During investigation, the insured provided access to each floor of the building for review of the shared wall. At the 1<sup>st</sup> and 2<sup>nd</sup> floors, no damage was observed at the shared wall outside of old damage (Photos 21-22). At the 2<sup>nd</sup> floor, the roof and ceiling joist bearings at the shared wall were exposed to view (Photo 23). Mortar near the roof of building was degraded, loose and missing around the roof joist pockets in the brick wall (Photo 24).

The insured basement has a full basement with a dirt floor. The foundation at shared wall was exposed to view and was observed to transition from brick to stone below the floor joist bearing in the brick wall (Photos 25-26). The wall was not observed with any recent damage or deformations. Damage at the foundations consisted of debris and erosion from masonry degradation occurring during the life of building (Photo 27). During investigation, the insured reported the neighboring building did not have a basement or crawlspace across the building. A small crawlspace area was reportedly only at the east end of adjacent building where utilities entered.

## DISCUSSION OF RESULTS

Damage related to the collapse at the south wall of adjacent building to the south of insured was not found at the insured building. No evidence of sudden or recent damage was found during KPE's investigation. Damage at the adjacent building was concealed by ribbed metal wall panels over furring studs, over the masonry wall construction. The bowing and buckling of wall panels, and the sagging at the top of wall and at the roof framing supported by the wall demonstrate the partial collapse of the adjacent building. Access to the adjacent building was blocked due to the hazardous conditions.

Construction of the adjacent building is believed to be similar to the insured building, where floor joists and roof framing are supported by the masonry walls. Sagging of the walls and roof at the adjacent building support the north and south walls as load bearing. Buildings of this era and construction type often had shared walls where floor and roof framing of neighboring buildings were supported by shared brick masonry walls. During the investigation, the east wall of neighboring building terminated into the shared wall. The roof and west wall of building were built off the south face of wall. These conditions suggest the south wall of insured building is shared with the adjacent building and there is not a double wall to separate or isolate the structures. The insured building may be susceptible to damage due to the adjacent structure being secured to the shared wall.

It is KPE's understanding that the adjacent building to the south was being scheduled for demolition. The demolition should take into consideration the interaction between the floor and roof construction at the shared wall and care be taken to ensure damage at the insured building does not occur. The conditions of weathered, degraded, and shifted masonry at the insured building occurs at the shared wall at the roof and foundation levels. At the east wall, the masonry above the 2<sup>nd</sup> floor bay window is located near the southeast corner where degraded, loose and missing mortar of the wall construction and the top of east wall bowed to the exterior. These conditions have made the masonry more susceptible to damage which may occur from impacts or vibrations occurring during demolition of the adjacent structure.

The adjacent building reportedly has a crawlspace area on the east end of building. Any backfill and compaction next to the basement walls of insured basement should consider the age and wear of the masonry. High overburden pressures and vibrations related to compaction may cause cracking or shifting of bricks or stones at the foundation walls.

After demolition of the adjacent building, the shared wall is expected to have exposed joist pockets from the wood framing. The face of wall will also be exposed to the exterior rather than being covered by roofing or wall finishes. Any voids at the wall will need to be filled, and masonry restored to a condition suitable for exterior exposure. If not repaired and sealed for exterior exposure, the masonry will be more susceptible to weathering degradation which may not have been considered when finished for the adjacent building.

## CONCLUDING OPINIONS

Based on the preponderance of evidence observed during our investigation, the following concluding opinions are warranted:

1. The insured building has not sustained damage related to the partial collapse at the neighboring building to the south.
2. The adjacent building to the south likely has roof and floor framing embedded into the shared wall. Demolition of the adjacent building should be performed to account for the interactions of the framing with the south wall of insured building. The south wall has experienced degradation of the masonry construction and is susceptible to damage occurring during demolition if care is not exercised by the contractor performing demolition.
3. After demolition of the adjacent building to the south, voids from wood framing bearing at the wall will likely need to be filled. Additionally, the wall will likely need to be sealed or weatherproofed to prevent damage from exterior exposure.

## RECOMMENDATIONS

Based on the conditions identified during our investigation, the following recommendation is warranted:

1. Have the demolition contractor or a 3<sup>rd</sup> party surveyor document the physical condition of insured building prior to and after the demolition of adjacent building. The documented conditions may be used to verify that no additional damage or movements have occurred at the insured building.

Please Note the Following:

- KPE – Investigative Engineers has not collected any artifacts from the investigation site.
- Other photographs taken during the investigation were reviewed but only those pertinent to the report are included herein. All photographs available upon request.
- Concluding opinions drawn in this report are based on observations and information available, known and declared at the date of investigation and/or the time of preparation of this report. If you have any questions about the concluding opinions contained in this report, please feel free to call. Our services were performed using the degree of engineering skill normally exercised by practicing consulting engineers in this and similar locales. No other warranty is either expressed or implied. The concluding opinions contained herein are based on visual investigations only.
- KPE – Investigative Engineers reserves the right to amend and/or modify this report if new and/or significant data becomes available impacting upon the situation and parameters of this investigation. You are advised to notify KPE – Investigative Engineers immediately whenever new and/or significant data becomes available.

This report is furnished as privileged and confidential to addressee. Release to any other company, concern, or individual, is solely the responsibility of the addressee. The investigation was conducted by Sam Ucmán, PE and reviewed by Kevin Power, PE.

Respectfully submitted by:

KPE – Investigative Engineers

Samuel J. Ucmán, PE  
Investigative Engineer

SJU:dmm

Enclosures

Keywords: collapse, masonry wall, shared wall



**Basis of Report**

1. Investigation of the Property conducted by Samuel J. Ucmán, PE on September 22, 2022.
2. Interviews with the insured/owner during investigation.
3. Google Maps.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Dodie Wolfram, Finance Director  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** December 5, 2022

**RE:** Third Reading, Pass and Adopt an Ordinance Amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Amending Chapter 48 Pertaining to Sewer Rental Rates

---

**SUMMARY:** The City is proceeding with the construction of a new wastewater treatment plant. The engineers estimate for the project is approximately \$78,000,000. In order to generate a revenue stream to help cover costs associated with the project, a sewer rate adjustment is necessary.

**PREVIOUS COUNCIL ACTION:** On July 21, 2021 the City Council approved an annual 2% sewer rate increase with the addition of a surcharge to aid in developing a revenue stream to pay for the construction of a new wastewater treatment plant.

On November 7, 2022 the City Council approved the first reading and on November 21, 2022 the City Council approved the second reading of the ordinance amending the code of ordinances of the City of Webster City, Iowa, 2019, by amending chapter 28 pertaining to sewer rental rates.

**BACKGROUND/DISCUSSION:** The City Council held a joint work session with the Planning and Zoning Commission on August 15, 2022. During the work session, the City's municipal advisor, PFM presented information regarding necessary rate adjustments to ensure the City would have enough revenues to cover the costs of operations and the costs to make debt payments on a loan to cover the costs associated with the construction of a new wastewater treatment plant. PFM has completed their rate model with the assumption of a 30-year State Revolving Loan Fund (SRF) loan.

**FINANCIAL IMPLICATIONS:** Raising sewer rental rates will ensure the City generates enough revenues to help cover the cost of the construction of the new wastewater treatment plant.

**RECOMMENDATION:** Staff recommends the City Council approve the third reading and Pass and Adopt the ordinance amending Chapter 48 pertaining to sewer rental rates.

**CITY OF WEBSTER CITY, IOWA**  
**Proposed Sewer Rate Increases**

			25%	25%	25%	15%	10%	10%		
			Proposed Monthly Sewer Rates							
			Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028	
<b>Monthly Fixed Base Cost</b>										
		8/1/2021	8/1/2022							
Sm	Under 25 units	\$20.40	\$20.81	\$25.50	\$31.88	\$39.84	\$45.82	\$50.40	\$55.44	
Md	25 to 49 units	\$28.56	\$29.13	\$35.70	\$44.63	\$55.78	\$64.15	\$70.56	\$77.62	
Lrg	50 to 199 units	\$56.10	\$57.22	\$70.13	\$87.66	\$109.57	\$126.01	\$138.61	\$152.47	
	200+ units	\$224.40	\$228.89	\$280.50	\$350.63	\$438.28	\$504.02	\$554.43	\$609.87	
<b>Monthly Sewer Capital Impr.</b>										
	Residential	\$11.00	\$11.00	\$13.75	\$17.19	\$21.48	\$24.71	\$27.18	\$29.90	
	Commercial	\$32.00	\$32.00	\$40.00	\$50.00	\$62.50	\$71.88	\$79.06	\$86.97	
	Public Authority	\$120.00	\$120.00	\$150.00	\$187.50	\$234.38	\$269.53	\$296.48	\$326.13	
	Industrial (per unit used)	\$1.20	\$1.20	\$1.50	\$1.88	\$2.34	\$2.70	\$2.96	\$3.26	
<b>Volume Rates per Unit</b>										
	Per 100 CF of Water Usage	\$3.83	\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41	
<b>Industrial Rates</b>										
	Monthly Base Charge	\$459.00	\$468.18	\$585.23	\$731.53	\$914.41	\$1,051.58	\$1,156.73	\$1,272.41	/month
	Volume (includes no CBOD, TSS, TKN, P or O&G)	\$0.59	\$0.60	\$0.9851	\$1.3683	\$1.7516	\$2.1348	\$2.5181	\$2.9013	/100 cf
	CBOD	\$0.59	\$0.60	\$0.7065	\$0.8112	\$0.9159	\$1.0205	\$1.1252	\$1.2299	/lb.
	TSS	\$0.28	\$0.29	\$0.4253	\$0.5649	\$0.7046	\$0.8442	\$0.9839	\$1.1235	/lb.
	TKN	\$4.69	\$4.78	\$5.8127	\$6.8416	\$7.8706	\$8.8995	\$9.9284	\$10.9573	/lb.
	Phosphorus	N/A	N/A	\$5.3511	\$10.7023	\$16.0534	\$21.4045	\$26.7557	\$32.1068	/lb.
	Oil and Grease	\$0.43	\$0.44	\$0.4667	\$0.4933	\$0.5200	\$0.5467	\$0.5733	\$0.6000	/lb.



CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Residential			25%	25%	25%	15%	10%	10%
			Proposed Monthly Sewer Rates					
		Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (>25 Units)		\$20.81	\$25.50	\$31.88	\$39.84	\$45.82	\$50.40	\$55.44
Public Authority Capital Imp Fee		\$11.00	\$13.75	\$17.19	\$21.48	\$24.71	\$27.18	\$29.90
Rate per 100 CF Water Usage		\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41
			Estimated New Monthly Sewer Bill					
Gallons		Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0		\$31.81	\$39.25	\$49.06	\$61.33	\$70.53	\$77.58	\$85.34
1,000		\$37.04	\$45.25	\$57.06	\$71.33	\$81.53	\$89.58	\$98.34
2,000		\$42.26	\$51.25	\$65.06	\$81.33	\$93.53	\$102.58	\$112.34
3,000		\$47.49	\$58.25	\$73.06	\$91.33	\$104.53	\$114.58	\$126.34
4,000		\$52.72	\$64.25	\$81.06	\$101.33	\$116.53	\$127.58	\$140.34
5,000		\$57.95	\$71.25	\$89.06	\$111.33	\$127.53	\$140.58	\$154.34
6,000		\$63.17	\$77.25	\$97.06	\$121.33	\$139.53	\$152.58	\$168.34
7,000		\$68.40	\$83.25	\$105.06	\$131.33	\$150.53	\$165.58	\$182.34
8,000		\$73.63	\$90.25	\$113.06	\$141.33	\$162.53	\$178.58	\$196.34
9,000		\$78.86	\$96.25	\$121.06	\$151.33	\$173.53	\$190.58	\$210.34
10,000		\$84.08	\$103.25	\$129.06	\$161.33	\$185.53	\$203.58	\$224.34
11,000		\$89.31	\$109.25	\$137.06	\$171.33	\$196.53	\$216.58	\$238.34
12,000		\$94.54	\$115.25	\$145.06	\$181.33	\$208.53	\$228.58	\$251.34
13,000		\$99.76	\$122.25	\$153.06	\$191.33	\$219.53	\$241.58	\$265.34
14,000		\$104.99	\$128.25	\$161.06	\$201.33	\$231.53	\$254.58	\$279.34
15,000		\$110.22	\$135.25	\$169.06	\$211.33	\$242.53	\$266.58	\$293.34
			Estimated Increase to Monthly Sewer Bill					
Gallons			January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0			\$7.44	\$9.81	\$12.27	\$9.20	\$7.05	\$7.76
1,000			\$8.21	\$11.81	\$14.27	\$10.20	\$8.05	\$8.76
2,000			\$8.99	\$13.81	\$16.27	\$12.20	\$9.05	\$9.76
3,000			\$10.76	\$14.81	\$18.27	\$13.20	\$10.05	\$11.76
4,000			\$11.53	\$16.81	\$20.27	\$15.20	\$11.05	\$12.76
5,000			\$13.30	\$17.81	\$22.27	\$16.20	\$13.05	\$13.76
6,000			\$14.08	\$19.81	\$24.27	\$18.20	\$13.05	\$15.76
7,000			\$14.85	\$21.81	\$26.27	\$19.20	\$15.05	\$16.76
8,000			\$16.62	\$22.81	\$28.27	\$21.20	\$16.05	\$17.76
9,000			\$17.39	\$24.81	\$30.27	\$22.20	\$17.05	\$19.76
10,000			\$19.17	\$25.81	\$32.27	\$24.20	\$18.05	\$20.76
11,000			\$19.94	\$27.81	\$34.27	\$25.20	\$20.05	\$21.76
12,000			\$20.71	\$29.81	\$36.27	\$27.20	\$20.05	\$22.76
13,000			\$22.49	\$30.81	\$38.27	\$28.20	\$22.05	\$23.76
14,000			\$23.26	\$32.81	\$40.27	\$30.20	\$23.05	\$24.76
15,000			\$25.03	\$33.81	\$42.27	\$31.20	\$24.05	\$26.76

CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Small Commercial

		25%	25%	25%	15%	10%	10%
		Proposed Monthly Sewer Rates					
	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (>25 Units)	\$20.81	\$25.50	\$31.88	\$39.84	\$45.82	\$50.40	\$55.44
Public Authority Capital Imp Fee	\$32.00	\$40.00	\$50.00	\$62.50	\$71.88	\$79.06	\$86.97
Rate per 100 CF Water Usage	\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41

		Estimated New Monthly Sewer Bill					
Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0	\$52.81	\$57.50	\$71.88	\$89.84	\$108.32	\$122.28	\$134.51
1,000	\$58.04	\$71.50	\$89.88	\$112.34	\$128.70	\$141.46	\$155.41
2,000	\$63.26	\$77.50	\$97.88	\$122.34	\$140.70	\$154.46	\$169.41
3,000	\$68.49	\$84.50	\$105.88	\$132.34	\$151.70	\$166.46	\$183.41
4,000	\$73.72	\$90.50	\$113.88	\$142.34	\$163.70	\$179.46	\$197.41
5,000	\$78.95	\$97.50	\$121.88	\$152.34	\$174.70	\$192.46	\$211.41
6,000	\$84.17	\$103.50	\$129.88	\$162.34	\$186.70	\$204.46	\$225.41
7,000	\$89.40	\$109.50	\$137.88	\$172.34	\$197.70	\$217.46	\$239.41
8,000	\$94.63	\$116.50	\$145.88	\$182.34	\$209.70	\$230.46	\$253.41
9,000	\$99.86	\$122.50	\$153.88	\$192.34	\$220.70	\$242.46	\$267.41
10,000	\$105.08	\$129.50	\$161.88	\$202.34	\$232.70	\$255.46	\$281.41
11,000	\$110.31	\$135.50	\$169.88	\$212.34	\$243.70	\$268.46	\$295.41
12,000	\$115.54	\$141.50	\$177.88	\$222.34	\$255.70	\$280.46	\$308.41
13,000	\$120.76	\$148.50	\$185.88	\$232.34	\$266.70	\$293.46	\$322.41
14,000	\$125.99	\$154.50	\$193.88	\$242.34	\$278.70	\$306.46	\$336.41
15,000	\$131.22	\$161.50	\$201.88	\$252.34	\$289.70	\$318.46	\$350.41

		Estimated Increase to Monthly Sewer Bill					
Gallons		January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0		\$4.69	\$14.38	\$17.97	\$18.48	\$13.96	\$12.23
1,000		\$13.46	\$18.38	\$22.47	\$16.35	\$12.77	\$13.95
2,000		\$14.24	\$20.38	\$24.47	\$18.35	\$13.77	\$14.95
3,000		\$16.01	\$21.38	\$26.47	\$19.35	\$14.77	\$16.95
4,000		\$16.78	\$23.38	\$28.47	\$21.35	\$15.77	\$17.95
5,000		\$18.55	\$24.38	\$30.47	\$22.35	\$17.77	\$18.95
6,000		\$19.33	\$26.38	\$32.47	\$24.35	\$17.77	\$20.95
7,000		\$20.10	\$28.38	\$34.47	\$25.35	\$19.77	\$21.95
8,000		\$21.87	\$29.38	\$36.47	\$27.35	\$20.77	\$22.95
9,000		\$22.64	\$31.38	\$38.47	\$28.35	\$21.77	\$24.95
10,000		\$24.42	\$32.38	\$40.47	\$30.35	\$22.77	\$25.95
11,000		\$25.19	\$34.38	\$42.47	\$31.35	\$24.77	\$26.95
12,000		\$25.96	\$36.38	\$44.47	\$33.35	\$24.77	\$27.95
13,000		\$27.74	\$37.38	\$46.47	\$34.35	\$26.77	\$28.95
14,000		\$28.51	\$39.38	\$48.47	\$36.35	\$27.77	\$29.95
15,000		\$30.28	\$40.38	\$50.47	\$37.35	\$28.77	\$31.95

CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Medium Commercial

		25%	25%	25%	15%	10%	10%
		Proposed Monthly Sewer Rates					
	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (25-49 Units)	\$29.13	\$35.70	\$44.63	\$55.78	\$64.15	\$70.56	\$77.62
Public Authority Capital Imp Fee	\$32.00	\$40.00	\$50.00	\$62.50	\$71.88	\$79.06	\$86.97
Rate per 100 CF Water Usage	\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41

		Estimated New Monthly Sewer Bill					
Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0	\$61.13	\$67.70	\$84.63	\$105.78	\$126.65	\$142.44	\$156.68
2,500	\$74.20	\$91.70	\$114.63	\$143.28	\$164.02	\$180.63	\$198.59
5,000	\$87.27	\$107.70	\$134.63	\$168.28	\$193.02	\$212.63	\$233.59
7,500	\$100.33	\$123.70	\$154.63	\$193.28	\$222.02	\$243.63	\$268.59
10,000	\$113.40	\$139.70	\$174.63	\$218.28	\$251.02	\$275.63	\$303.59
12,500	\$126.47	\$155.70	\$194.63	\$243.28	\$279.02	\$307.63	\$337.59
15,000	\$139.54	\$171.70	\$214.63	\$268.28	\$308.02	\$338.63	\$372.59
17,500	\$152.61	\$187.70	\$234.63	\$293.28	\$337.02	\$370.63	\$407.59
20,000	\$165.68	\$203.70	\$254.63	\$318.28	\$366.02	\$402.63	\$442.59
22,500	\$178.74	\$219.70	\$274.63	\$343.28	\$394.02	\$433.63	\$477.59
25,000	\$191.81	\$235.70	\$294.63	\$368.28	\$423.02	\$465.63	\$511.59
27,500	\$204.88	\$251.70	\$314.63	\$393.28	\$452.02	\$496.63	\$546.59
30,000	\$217.95	\$267.70	\$334.63	\$418.28	\$481.02	\$528.63	\$581.59
32,500	\$231.02	\$283.70	\$354.63	\$443.28	\$509.02	\$560.63	\$616.59
35,000	\$244.08	\$299.70	\$374.63	\$468.28	\$538.02	\$591.63	\$651.59
37,500	\$257.15	\$315.70	\$394.63	\$493.28	\$567.02	\$623.63	\$685.59

		Estimated Increase to Monthly Sewer Bill					
Gallons		January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0		\$6.57	\$16.93	\$21.16	\$20.87	\$15.79	\$14.24
2,500		\$17.50	\$22.93	\$28.66	\$20.74	\$16.60	\$17.96
5,000		\$20.43	\$26.93	\$33.66	\$24.74	\$19.60	\$20.96
7,500		\$23.37	\$30.93	\$38.66	\$28.74	\$21.60	\$24.96
10,000		\$26.30	\$34.93	\$43.66	\$32.74	\$24.60	\$27.96
12,500		\$29.23	\$38.93	\$48.66	\$35.74	\$28.60	\$29.96
15,000		\$32.16	\$42.93	\$53.66	\$39.74	\$30.60	\$33.96
17,500		\$35.09	\$46.93	\$58.66	\$43.74	\$33.60	\$36.96
20,000		\$38.02	\$50.93	\$63.66	\$47.74	\$36.60	\$39.96
22,500		\$40.96	\$54.93	\$68.66	\$50.74	\$39.60	\$43.96
25,000		\$43.89	\$58.93	\$73.66	\$54.74	\$42.60	\$45.96
27,500		\$46.82	\$62.93	\$78.66	\$58.74	\$44.60	\$49.96
30,000		\$49.75	\$66.93	\$83.66	\$62.74	\$47.60	\$52.96
32,500		\$52.68	\$70.93	\$88.66	\$65.74	\$51.60	\$55.96
35,000		\$55.62	\$74.93	\$93.66	\$69.74	\$53.60	\$59.96
37,500		\$58.55	\$78.93	\$98.66	\$73.74	\$56.60	\$61.96

CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Large Commercial

		25%	25%	25%	15%	10%	10%
		Proposed Monthly Sewer Rates					
	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (50-199 Units)	\$57.22	\$70.13	\$87.66	\$109.57	\$126.01	\$138.61	\$152.47
Public Authority Capital Imp Fee	\$32.00	\$40.00	\$50.00	\$62.50	\$71.88	\$79.06	\$86.97
Rate per 100 CF Water Usage	\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41

		Estimated New Monthly Sewer Bill						
Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028	
0	\$89.22	\$102.13	\$127.66	\$159.57	\$188.51	\$210.48	\$231.53	
5,000	\$115.36	\$142.13	\$177.66	\$222.07	\$254.88	\$280.67	\$308.44	
10,000	\$141.49	\$174.13	\$217.66	\$272.07	\$312.88	\$343.67	\$378.44	
15,000	\$167.63	\$206.13	\$257.66	\$322.07	\$369.88	\$406.67	\$447.44	
20,000	\$193.77	\$238.13	\$297.66	\$372.07	\$427.88	\$470.67	\$517.44	
25,000	\$219.90	\$270.13	\$337.66	\$422.07	\$484.88	\$533.67	\$586.44	
30,000	\$246.04	\$302.13	\$377.66	\$472.07	\$542.88	\$596.67	\$656.44	
35,000	\$272.17	\$334.13	\$417.66	\$522.07	\$599.88	\$659.67	\$726.44	
40,000	\$298.31	\$366.13	\$457.66	\$572.07	\$657.88	\$723.67	\$795.44	
45,000	\$324.45	\$398.13	\$497.66	\$622.07	\$714.88	\$786.67	\$865.44	
50,000	\$350.58	\$430.13	\$537.66	\$672.07	\$772.88	\$849.67	\$934.44	
55,000	\$376.72	\$462.13	\$577.66	\$722.07	\$829.88	\$912.67	\$1,004.44	
60,000	\$402.86	\$494.13	\$617.66	\$772.07	\$887.88	\$976.67	\$1,073.44	
65,000	\$428.99	\$526.13	\$657.66	\$822.07	\$944.88	\$1,039.67	\$1,143.44	
70,000	\$455.13	\$558.13	\$697.66	\$872.07	\$1,002.88	\$1,102.67	\$1,213.44	
75,000	\$481.27	\$590.13	\$737.66	\$922.07	\$1,059.88	\$1,165.67	\$1,282.44	

		Estimated Increase to Monthly Sewer Bill					
	Gallons	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
	0	\$12.91	\$25.53	\$31.91	\$28.94	\$21.98	\$21.05
	5,000	\$26.77	\$35.53	\$44.41	\$32.81	\$25.79	\$27.77
	10,000	\$32.63	\$43.53	\$54.41	\$40.81	\$30.79	\$34.77
	15,000	\$38.50	\$51.53	\$64.41	\$47.81	\$36.79	\$40.77
	20,000	\$44.36	\$59.53	\$74.41	\$55.81	\$42.79	\$46.77
	25,000	\$50.22	\$67.53	\$84.41	\$62.81	\$48.79	\$52.77
	30,000	\$56.09	\$75.53	\$94.41	\$70.81	\$53.79	\$59.77
	35,000	\$61.95	\$83.53	\$104.41	\$77.81	\$59.79	\$66.77
	40,000	\$67.81	\$91.53	\$114.41	\$85.81	\$65.79	\$71.77
	45,000	\$73.68	\$99.53	\$124.41	\$92.81	\$71.79	\$78.77
	50,000	\$79.54	\$107.53	\$134.41	\$100.81	\$76.79	\$84.77
	55,000	\$85.41	\$115.53	\$144.41	\$107.81	\$82.79	\$91.77
	60,000	\$91.27	\$123.53	\$154.41	\$115.81	\$88.79	\$96.77
	65,000	\$97.13	\$131.53	\$164.41	\$122.81	\$94.79	\$103.77
	70,000	\$103.00	\$139.53	\$174.41	\$130.81	\$99.79	\$110.77
	75,000	\$108.86	\$147.53	\$184.41	\$137.81	\$105.79	\$116.77

CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Small Public Authority			25%	25%	25%	15%	10%	10%
			Proposed Monthly Sewer Rates					
		Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (>25 Units)		\$20.81	\$25.50	\$31.88	\$39.84	\$45.82	\$50.40	\$55.44
Public Authority Capital Imp Fee		\$120.00	\$150.00	\$187.50	\$234.38	\$269.53	\$296.48	\$326.13
Rate per 100 CF Water Usage		\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41
			Estimated New Monthly Sewer Bill					
	Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
	0	\$140.81	\$145.50	\$181.88	\$227.34	\$280.20	\$319.93	\$351.93
	1,000	\$146.04	\$181.50	\$227.38	\$284.22	\$326.35	\$358.89	\$394.58
	2,000	\$151.26	\$187.50	\$235.38	\$294.22	\$338.35	\$371.89	\$408.58
	3,000	\$156.49	\$194.50	\$243.38	\$304.22	\$349.35	\$383.89	\$422.58
	4,000	\$161.72	\$200.50	\$251.38	\$314.22	\$361.35	\$396.89	\$436.58
	5,000	\$166.95	\$207.50	\$259.38	\$324.22	\$372.35	\$409.89	\$450.58
	6,000	\$172.17	\$213.50	\$267.38	\$334.22	\$384.35	\$421.89	\$464.58
	7,000	\$177.40	\$219.50	\$275.38	\$344.22	\$395.35	\$434.89	\$478.58
	8,000	\$182.63	\$226.50	\$283.38	\$354.22	\$407.35	\$447.89	\$492.58
	9,000	\$187.86	\$232.50	\$291.38	\$364.22	\$418.35	\$459.89	\$506.58
	10,000	\$193.08	\$239.50	\$299.38	\$374.22	\$430.35	\$472.89	\$520.58
	11,000	\$198.31	\$245.50	\$307.38	\$384.22	\$441.35	\$485.89	\$534.58
	12,000	\$203.54	\$251.50	\$315.38	\$394.22	\$453.35	\$497.89	\$547.58
	13,000	\$208.76	\$258.50	\$323.38	\$404.22	\$464.35	\$510.89	\$561.58
	14,000	\$213.99	\$264.50	\$331.38	\$414.22	\$476.35	\$523.89	\$575.58
	15,000	\$219.22	\$271.50	\$339.38	\$424.22	\$487.35	\$535.89	\$589.58
			Estimated Increase to Monthly Sewer Bill					
	Gallons		January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
	0		\$4.69	\$36.38	\$45.47	\$52.85	\$39.74	\$31.99
	1,000		\$35.46	\$45.88	\$56.84	\$42.13	\$32.54	\$35.69
	2,000		\$36.24	\$47.88	\$58.84	\$44.13	\$33.54	\$36.69
	3,000		\$38.01	\$48.88	\$60.84	\$45.13	\$34.54	\$38.69
	4,000		\$38.78	\$50.88	\$62.84	\$47.13	\$35.54	\$39.69
	5,000		\$40.55	\$51.88	\$64.84	\$48.13	\$37.54	\$40.69
	6,000		\$41.33	\$53.88	\$66.84	\$50.13	\$37.54	\$42.69
	7,000		\$42.10	\$55.88	\$68.84	\$51.13	\$39.54	\$43.69
	8,000		\$43.87	\$56.88	\$70.84	\$53.13	\$40.54	\$44.69
	9,000		\$44.64	\$58.88	\$72.84	\$54.13	\$41.54	\$46.69
	10,000		\$46.42	\$59.88	\$74.84	\$56.13	\$42.54	\$47.69
	11,000		\$47.19	\$61.88	\$76.84	\$57.13	\$44.54	\$48.69
	12,000		\$47.96	\$63.88	\$78.84	\$59.13	\$44.54	\$49.69
	13,000		\$49.74	\$64.88	\$80.84	\$60.13	\$46.54	\$50.69
	14,000		\$50.51	\$66.88	\$82.84	\$62.13	\$47.54	\$51.69
	15,000		\$52.28	\$67.88	\$84.84	\$63.13	\$48.54	\$53.69

CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Medium Public Authority

		25%	25%	25%	15%	10%	10%
		Proposed Monthly Sewer Rates					
	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (25-49 Units)	\$29.13	\$35.70	\$44.63	\$55.78	\$64.15	\$70.56	\$77.62
Public Authority Capital Imp Fee	\$120.00	\$150.00	\$187.50	\$234.38	\$269.53	\$296.48	\$326.13
Rate per 100 CF Water Usage	\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41

		Estimated New Monthly Sewer Bill					
Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0	\$149.13	\$155.70	\$194.63	\$243.28	\$298.52	\$340.09	\$374.10
2,500	\$162.20	\$201.70	\$252.13	\$315.16	\$361.68	\$398.05	\$437.75
5,000	\$175.27	\$217.70	\$272.13	\$340.16	\$390.68	\$430.05	\$472.75
7,500	\$188.33	\$233.70	\$292.13	\$365.16	\$419.68	\$461.05	\$507.75
10,000	\$201.40	\$249.70	\$312.13	\$390.16	\$448.68	\$493.05	\$542.75
12,500	\$214.47	\$265.70	\$332.13	\$415.16	\$476.68	\$525.05	\$576.75
15,000	\$227.54	\$281.70	\$352.13	\$440.16	\$505.68	\$556.05	\$611.75
17,500	\$240.61	\$297.70	\$372.13	\$465.16	\$534.68	\$588.05	\$646.75
20,000	\$253.68	\$313.70	\$392.13	\$490.16	\$563.68	\$620.05	\$681.75
22,500	\$266.74	\$329.70	\$412.13	\$515.16	\$591.68	\$651.05	\$716.75
25,000	\$279.81	\$345.70	\$432.13	\$540.16	\$620.68	\$683.05	\$750.75
27,500	\$292.88	\$361.70	\$452.13	\$565.16	\$649.68	\$714.05	\$785.75
30,000	\$305.95	\$377.70	\$472.13	\$590.16	\$678.68	\$746.05	\$820.75
32,500	\$319.02	\$393.70	\$492.13	\$615.16	\$706.68	\$778.05	\$855.75
35,000	\$332.08	\$409.70	\$512.13	\$640.16	\$735.68	\$809.05	\$890.75
37,500	\$345.15	\$425.70	\$532.13	\$665.16	\$764.68	\$841.05	\$924.75

		Estimated Increase to Monthly Sewer Bill					
Gallons		January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
0		\$6.57	\$38.93	\$48.66	\$55.24	\$41.57	\$34.01
2,500		\$39.50	\$50.43	\$63.03	\$46.52	\$36.37	\$39.70
5,000		\$42.43	\$54.43	\$68.03	\$50.52	\$39.37	\$42.70
7,500		\$45.37	\$58.43	\$73.03	\$54.52	\$41.37	\$46.70
10,000		\$48.30	\$62.43	\$78.03	\$58.52	\$44.37	\$49.70
12,500		\$51.23	\$66.43	\$83.03	\$61.52	\$48.37	\$51.70
15,000		\$54.16	\$70.43	\$88.03	\$65.52	\$50.37	\$55.70
17,500		\$57.09	\$74.43	\$93.03	\$69.52	\$53.37	\$58.70
20,000		\$60.02	\$78.43	\$98.03	\$73.52	\$56.37	\$61.70
22,500		\$62.96	\$82.43	\$103.03	\$76.52	\$59.37	\$65.70
25,000		\$65.89	\$86.43	\$108.03	\$80.52	\$62.37	\$67.70
27,500		\$68.82	\$90.43	\$113.03	\$84.52	\$64.37	\$71.70
30,000		\$71.75	\$94.43	\$118.03	\$88.52	\$67.37	\$74.70
32,500		\$74.68	\$98.43	\$123.03	\$91.52	\$71.37	\$77.70
35,000		\$77.62	\$102.43	\$128.03	\$95.52	\$73.37	\$81.70
37,500		\$80.55	\$106.43	\$133.03	\$99.52	\$76.37	\$83.70



CITY OF WEBSTER CITY, IOWA  
Sewer Rate Increase Monthly Financial Impact by Gallons

Large Public Authority			25%	25%	25%	15%	10%	10%
			Proposed Monthly Sewer Rates					
		Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Monthly Base Fee (50-199 Units)		\$57.22	\$70.13	\$87.66	\$109.57	\$126.01	\$138.61	\$152.47
Public Authority Capital Imp Fee		\$120.00	\$150.00	\$187.50	\$234.38	\$269.53	\$296.48	\$326.13
Rate per 100 CF Water Usage		\$3.91	\$4.79	\$5.98	\$7.48	\$8.60	\$9.46	\$10.41
			Estimated New Monthly Sewer Bill					
	Gallons	Current	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
	0	\$177.22	\$190.13	\$237.66	\$297.07	\$360.38	\$408.14	\$448.95
	5,000	\$203.36	\$252.13	\$315.16	\$393.95	\$452.54	\$498.09	\$547.60
	10,000	\$229.49	\$284.13	\$355.16	\$443.95	\$510.54	\$561.09	\$617.60
	15,000	\$255.63	\$316.13	\$395.16	\$493.95	\$567.54	\$624.09	\$686.60
	20,000	\$281.77	\$348.13	\$435.16	\$543.95	\$625.54	\$688.09	\$756.60
	25,000	\$307.90	\$380.13	\$475.16	\$593.95	\$682.54	\$751.09	\$825.60
	30,000	\$334.04	\$412.13	\$515.16	\$643.95	\$740.54	\$814.09	\$895.60
	35,000	\$360.17	\$444.13	\$555.16	\$693.95	\$797.54	\$877.09	\$965.60
	40,000	\$386.31	\$476.13	\$595.16	\$743.95	\$855.54	\$941.09	\$1,034.60
	45,000	\$412.45	\$508.13	\$635.16	\$793.95	\$912.54	\$1,004.09	\$1,104.60
	50,000	\$438.58	\$540.13	\$675.16	\$843.95	\$970.54	\$1,067.09	\$1,173.60
	55,000	\$464.72	\$572.13	\$715.16	\$893.95	\$1,027.54	\$1,130.09	\$1,243.60
	60,000	\$490.86	\$604.13	\$755.16	\$943.95	\$1,085.54	\$1,194.09	\$1,312.60
	65,000	\$516.99	\$636.13	\$795.16	\$993.95	\$1,142.54	\$1,257.09	\$1,382.60
	70,000	\$543.13	\$668.13	\$835.16	\$1,043.95	\$1,200.54	\$1,320.09	\$1,452.60
	75,000	\$569.27	\$700.13	\$875.16	\$1,093.95	\$1,257.54	\$1,383.09	\$1,521.60
			Estimated Increase to Monthly Sewer Bill					
	Gallons		January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
	0		\$12.91	\$47.53	\$59.41	\$63.31	\$47.76	\$40.81
	5,000		\$48.77	\$63.03	\$78.79	\$58.59	\$45.55	\$49.51
	10,000		\$54.63	\$71.03	\$88.79	\$66.59	\$50.55	\$56.51
	15,000		\$60.50	\$79.03	\$98.79	\$73.59	\$56.55	\$62.51
	20,000		\$66.36	\$87.03	\$108.79	\$81.59	\$62.55	\$68.51
	25,000		\$72.22	\$95.03	\$118.79	\$88.59	\$68.55	\$74.51
	30,000		\$78.09	\$103.03	\$128.79	\$96.59	\$73.55	\$81.51
	35,000		\$83.95	\$111.03	\$138.79	\$103.59	\$79.55	\$88.51
	40,000		\$89.81	\$119.03	\$148.79	\$111.59	\$85.55	\$93.51
	45,000		\$95.68	\$127.03	\$158.79	\$118.59	\$91.55	\$100.51
	50,000		\$101.54	\$135.03	\$168.79	\$126.59	\$96.55	\$106.51
	55,000		\$107.41	\$143.03	\$178.79	\$133.59	\$102.55	\$113.51
	60,000		\$113.27	\$151.03	\$188.79	\$141.59	\$108.55	\$118.51
	65,000		\$119.13	\$159.03	\$198.79	\$148.59	\$114.55	\$125.51
	70,000		\$125.00	\$167.03	\$208.79	\$156.59	\$119.55	\$132.51
	75,000		\$130.86	\$175.03	\$218.79	\$163.59	\$125.55	\$138.51

**ORDINANCE NO. 2022 -**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
OF THE CITY OF WEBSTER CITY, IOWA, 2019, BY AMENDING CHAPTER 48  
PERTAINING TO SEWER RENTAL RATES.**

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

**SECTION 1. SECTION MODIFIED.** Chapter 48, Section 48-280, of the Code of Ordinances of the City of Webster City, Iowa, 2019, pertaining to rates for sewer rental, is repealed and the following adopted in lieu thereof:

1. **RENTAL RATE.** The rates for use of the sanitary sewer including discharge of wastewater to the sanitary sewer system and treatment at the wastewater treatment facility shall be as established in this Ordinance. The effective date shall be the January 2023 billing cycle and remain in full force and effect until such time as amended. The rates may be amended periodically by City Council action and adoption by Ordinance.

For domestic, commercial, and industrial users that do not monitor the flow or concentration of constituents in the wastewater discharged to the sanitary sewer system the rates shall be as indicated below and include concentration limits not to exceed the following:

BOD 300 mg/L  
TSS 350 mg/L  
TKN 30 mg/L  
P 8mg/L  
Oil and Grease 100 mg/L

The volume used for billing purposes shall be equal to the volume of water used as measured by the water supply meter, less any metered water consumption such as metered yard water usage and or as permitted in Section 48-282.

Monthly fixed base cost :

Residential customers and commercial users under 25 units/Mo: \$25.50  
Small Commercial users ( 25 to 49 units/Mo): \$35.70  
Medium Commercial users (50 to 199 units/Mo): \$70.13  
Large Commercial users (200 or more units/Mo): \$280.50

Volume: \$4.79 per 100 cubic feet of water usage

Each sewer customer will be charged the following Sewer Capital Improvement Surcharge per month:

Residential Rate: \$13.75  
Commercial: \$40.00  
Public Authority: \$150.00  
Industrial: 1.50 per unit used

The surcharge shall be deposited into a separate sub fund of the Sewer Utility and transferred to the Sewer Operation Fund to offset revenue bond/loan payments in regards to the Wastewater Treatment Plant Facility and/or transferred to the Sewer Improvement Fund for any other capital improvements needed by the Sewer Utility.



For major industrial users that monitor the flow and concentration of constituents discharged to the sanitary sewer system the rates shall be as indicated below. The water usage as measured by the water supply meter may be used as the basis for industrial user discharge determination with approval of the Administrative Authority. The mass discharge of each constituent shall be calculated by applying the average concentration of the constituent measured during the billing period to the total volume discharged during the billing period.

Monthly fixed base cost: \$585.23

Volume: \$ 0.9851 per 100 cubic feet

BOD \$ 0.7065 per pound of BOD

TSS: \$ 0.4253 per pound of TSS

TKN: \$5.8127 per pound of TKN

Phosphorus \$5.3511 per pound of P

Oil and Grease: \$ 0.4667 per pound of oil and grease

For all rate classes, beginning January 1, 2023, Sewer Base, Sewer Volume, BOD, TSS, TKN, P & Oil & Grease shall be increased by the following percent each year:

January 1, 2023 – 25%

January 1, 2024 – 25%

January 1, 2025 – 25%

January 1, 2026 – 15%

January 1, 2027 – 10%

January 1, 2028 – 10%

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

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

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

Passed and adopted this 5th day of December, 2022

**CITY OF WEBSTER CITY, IOWA**

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Karyl Bonjour, City Clerk  
Daniel Ortiz-Hernandez, City Manager

**DATE:** December 5, 2022

**RE:** First Reading of Ordinance Amending Chapter 46, Article X: Pertaining to Off-Road Utility Vehicles and Golf Carts within the Corporate Limits of the City of Webster City, Iowa.

---

**SUMMARY:** Due to recent change in Iowa Legislation, Chapter 46 of the City Code needs to be amended to reflect the change and bring our City Code into compliance.

**PREVIOUS COUNCIL ACTION:** On October 5, 2020 Council approved the First Reading of an Ordinance allowing ORV/Golf Cart use within the City of Webster City. Second Reading was approved on October 19, 2020. The third reading was approved and Ordinance No. 2020-1840 was passed and adopted on November 2, 2020. The ordinance allowed travel by ORV's and Golf Carts within the Corporate Limits, with restrictions on specified streets, and spelled out process for permitting, vehicle requirements and many other guidelines for the specified vehicle. Following the proper readings, Ordinance No. 2022-1851 was passed and adopted on January 3, 2022 amending the City Code to allow ORV's to travel on Superior Street.

**BACKGROUND/DISCUSSION:** On June 13, 2022, the Iowa Legislature approved House File #2130 that changed some of the previous guidelines for the operation of ORV's/ATV's/Golf Carts by Counties and Cities. Among the changes was the removal of a City's abilities to charge any fees for Registrations of City Permits issued for Off-Road Vehicles. Consideration was given as to whether the City should continue to require a registration process without being able to charge a fee. After checking with other cities through ClerkNet, it was found that most have discontinued the registration process because of the time required to continue to do the renewals, the cost of mailing renewal letters, the expense of the Permit stickers and the fact that if owners of the ORV's are aware of the change to the law, they would not bother to register with the City, but continue to register their vehicle with the Iowa DNR through the Hamilton County Recorder's Office, which is an annual requirement. The City's current Ordinance does not allow the use of All-Terrain Vehicles (ATV's), which will remain in effect and the City will continue to register Golf Carts and charge the annual \$25.00 permit fee as that fee was excluded in the new legislation. All violations would still be enforced as before if users are not in compliance with the current laws governing the operation of ORV's/Golf Carts.

The Amendment will remove the section that addresses the registration requirements and processes for ORV's previously in place for the City of Webster City.

**FINANCIAL IMPLICATIONS:** Since the Ordinance was adopted, the first year, income from the permitting of ORV's/Golf Carts totaled approximately \$3,300.00. The renewals the following year, along with additional new registrations brought in approximately \$3,600.00. Due to the change by the legislation, future income will be limited to only the Golf Carts that continue to register with the City, which currently total 24 carts at \$25 per registration for a possible total of \$600.00 if all are renewed. There could possibly be income from fines for violations issued by the Police Department as well.

**RECOMMENDATION:** Recommend approve First Reading of the Amendment to Chapter 46, Article X, with removal of Section 46-437(1) and Section 46-437(2) of the City Code pertaining to Off-Road Utility Vehicles and Golf Carts within the Corporate Limit of the City of Webster City.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, BY AMENDING CHAPTER 46, ARTICLE X: PERTAINING TO OFF-ROAD UTILITY VEHICLES AND GOLF CARTS WITHIN THE CORPORATE LIMITS OF THE CITY OF WEBSTER CITY, IOWA.**

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

**SECTION 1. SECTION REPEALED.** Chapter 46, Article X, Section 46-437(1) and Section 46-437(2) of the Code of Ordinances of the City of Webster City, Iowa, pertaining to registration of Off-Road Utility Vehicles are both hereby repealed. All other parts of said Chapter shall remain in full force and effect.

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

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

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

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF WEBSTER CITY, IOWA**

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

**ATTEST:**

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING AND APPROVING ACQUISITION OF PROPERTY GENERALLY LOCATED  
AT 714 PARK AVENUE IN THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA.**

**WHEREAS**, Iowa Code Section 657A.10B 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 714 Park Avenue, Webster City, Iowa, is legally described as:

Lot 13, Block 3, Park 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. There are presently no utilities being provided to the property. The property is in a dilapidated state and is not fit for human habitation. The property has not been occupied for a number of years.

2. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10B.

**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.10B 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.10B.

Passed and adopted this 5th day of December, 2022.

**CITY OF WEBSTER CITY, IOWA**

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

**ATTEST:**

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

---

 IN THE IOWA DISTRICT COURT FOR HAMILTON COUNTY
 

---

CITY OF WEBSTER CITY, IOWA,	)	No. EQCV029976
Petitioner,	)	
	)	
vs.	)	
	)	ORDER
ROBIN CAMPEAU aka ROBIN M. CAMPEAU	)	
aka ROBIN MARIE CAMPEAU, UNKNOWN	)	
HEIRS OF WILLIAM CAMPEAU, MIDLAND	)	
FUNDING, LLC, NATIONAL CREDIT	)	
ADJUSTERS, INC., PORTFOLIO RECOVERY	)	
ASSOCIATES, LLC, IOWA DEPARTMENT OF	)	
REVENUE and PARTIES-IN-POSSESSION,	)	
Respondents.	)	

---

NOW on this 14<sup>th</sup> day of November, 2022, this matter came before the Court as scheduled for hearing. Present was Attorney Zachary S. Chizek representing the Petitioner, City of Webster City, Iowa. Respondent Robin Campeau appeared pro se. No other party or counsel 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 714 Park Avenue, Webster City, Iowa, by the Hamilton County Sheriff's Office on July 7, 2022. Respondents, Midland Funding, LLC, Portfolio Recovery Associates, LLC and Iowa Department of Revenue were served by certified mail on or before July 8, 2022. Respondents, Robin M. Campeau, Unknown Heirs of William Campeau and National Credit Adjusters, Inc., were served by publication in the Daily Freeman Journal for three (3) consecutive weeks with the last publication on September 29, 2022.

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT:

1. That 714 Park Avenue, Webster City, Iowa is legally described as:

Lot 13, Block 3, Park 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 because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10B.
3. Respondent Robin Campeau appeared pro se and advised the Court she had no objections to the facts alleged by Petitioner or to the relief requested by the Petitioner. No one appeared today to argue on behalf of any of the other Respondents, nor did any of the other Respondents appear personally. The Court hereby finds that Respondent Robin Campeau consents to the relief requested by the Petitioner and that all other Respondents are 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.10B. 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.



State of Iowa Courts

**Case Number**  
EQCV029976  
**Type:**

**Case Title**  
CITY OF WEBSTER CITY, IOWA VS. ROBIN CAMPEAU  
ORDER FOR JUDGMENT

So Ordered

A handwritten signature in black ink that reads "James A. McGlynn". The signature is written in a cursive style with a horizontal line underneath it.

James A. McGlynn, District Court Judge,  
Second Judicial District of Iowa

Electronically signed on 2022-11-14 10:04:11





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Daniel Ortiz-Hernandez, City Manager

**DATE:** December 5, 2022

**RE:** Approval of Purchase Agreement of 129 Second Street East with 180-days to complete due diligence for Water Treatment Plant Expansion

---

**SUMMARY:** Current Water Treatment Plant is landlocked and unable to expand. City seeks to perform due diligence to determine if site could be used for expansion of Water Treatment Plant in the future.

**PREVIOUS COUNCIL ACTION:** On November 21, 2022, City Council received an update on the Goals and Priorities that the City Council adopted recent initiatives added. Among the items was request for staff review water treatment plant and potential for making for redundancy improvements and treatment enhancements.

**BACKGROUND/DISCUSSION:** The current water treatment plant was constructed in 1978. The water treatment plant sits on a landlocked 1.6-acre parcel. It is bordered on the north by the railroad tracks, White Fox Road on the east, Boone River and its floodplain on the west, and residential homes on the south. Because it is landlocked, it is not feasible to easily expand on the current parcel. The water treatment plant was constructed with zero-to-minimal redundancy of major tanks and treatment system components. The lack of redundancy requires the water treatment plant to shut down for 1-2 weeks for maintenance each year.

In addition to meeting disinfection requirements, a principal purpose of the water treatment plant is the removal of Radium. Radium (Ra) is a naturally occurring radioactive element that is present in varying amounts in rocks and soil within the earth's crust. Small amounts of radium also can be found in groundwater supplies. The Water Supply Operation Permit for Webster City Water Supply states:

*"You are required to use Radium Treatment (Co-Precipitation) to ensure that the radium concentration in the finished drinking water is continuously maintained below the maximum contaminant level of 5 pCi/L."*

Ion exchange, lime softening and reverse osmosis are the most common water treatment methods that can remove radium. Webster City's water treatment plant utilizes lime softening treatment process. **Mississippi Lime Company ("MLC") recently notified the City that effective January 1, 2023 MLC will increase the price of lime products by up to 35%.** The prior year MCL notified the City that the price would go up by up to 15%.

In addition to operational and supply costs increases, it is anticipated new regulations and drinking water treatment standards will be mandated in the future. The new set of regulations are likely to address Per- and Polyfluoroalkyl Substances (PFAS) in water supplies. According to the U.S. Environmental Protection Agency:

[Per- and Polyfluoroalkyl Substances \(PFAS\) Background:](#)

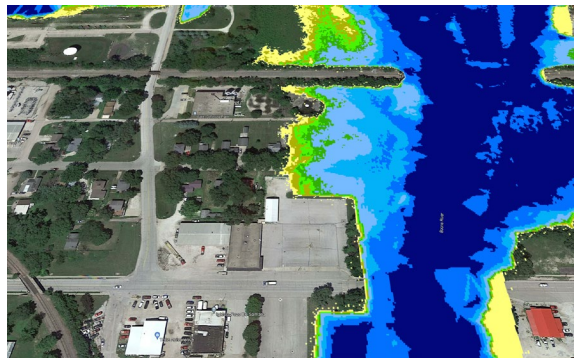
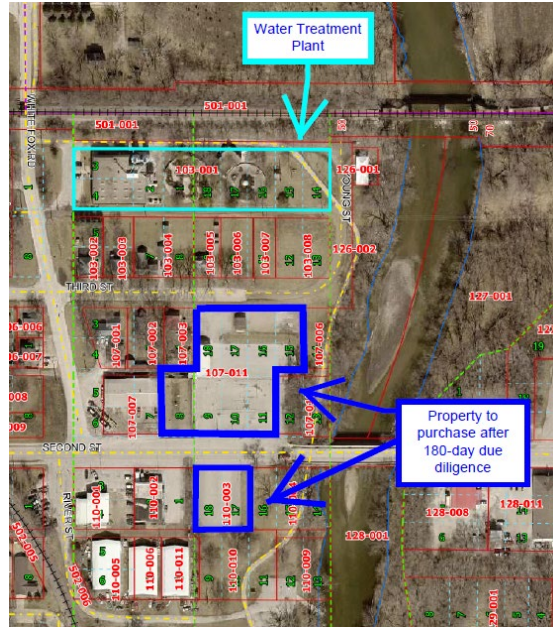
*Under the Safe Drinking Water Act, EPA has the authority to set enforceable National Primary Drinking Water Regulations (NPDWRs) for drinking water contaminants and require monitoring of public water systems. In March 2021, EPA published Regulatory Determinations for Contaminants on the Fourth Contaminant Candidate List which included a final determination to regulate perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) in drinking water. **EPA is developing a proposed National Drinking Water Regulation for publication by the end of 2022 for PFOA and PFOS. As EPA undertakes this action, the agency is also evaluating additional PFAS and considering regulatory actions to address groups of PFAS.***

**EPA anticipates finalizing the rule by the end of 2023. The proposal will include both a non-enforceable Maximum Contaminant Level Goal (MCLG) and an enforceable standard, or Maximum Contaminant Level (MCL) or Treatment Technique.**

The impact of these new treatment mandates will be similar to the impact the Nutrient Reduction Strategy implemented on wastewater treatment facilities. They will require major enhancements or additions to water treatment plants. According to the [EPA](#), activated carbon treatment, ion exchange treatment, and high-pressure membranes such as reverse osmosis have been found to remove PFAS from drinking water. Some of these treatment technologies/methods would enable the City to meet its radium treatment requirement, meet PFAS regulations in the future, and reduce water hardness.

Webster City's Water Treatment Plant current design and lack of space will make it difficult for the city to meet these new treatment requirements without acquiring additional ground to expand or the construction of a new plant in a different location. Given the age of the water treatment plant, lack of redundancy, and likelihood for new regulations such as PFAS, staff is working on evaluating major renovations that would be required to the current water treatment plant or construction of a new water treatment plant, including potential for reverse osmosis treatment system.

The property located at 129 Second Street East recently became available for sale. The property is less than 500 feet from the existing water treatment plant. The proposed purchase agreement specifies the purchase will be completed after a 180-day due diligence period to identify the feasibility of utilizing the site for a future expansion of the current water treatment plant or construction of a new plant in the future.



*Boone River 500-year Floodplain by the Webster City Water Treatment Plant*

**FINANCIAL IMPLICATIONS:** Purchase price of \$479,900. Funds to purchase the property will come from Water Utility. The item is unbudgeted and will require a budget amendment.

**RECOMMENDATION:** Staff recommends City Council approve purchase agreement and permit staff to complete due diligence to fulfill Council's established priority.

**RESOLUTION NO. 2022-**

**RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO SIGN AND EXECUTE OPTION AGREEMENT FOR PURCHASE OF 129 SECOND STREET EAST IN WEBSTER CITY, IOWA**

**WHEREAS**, the City of Webster City owns and operates a community public water supply system with a groundwater source; and

**WHEREAS**, operation of said community public water supply system is permitted by the Iowa Department of Natural Resources; and

**WHEREAS**, Webster City's community public water supply system includes a lime softening water treatment plant currently located at 502 White Fox Road in Webster City; and

**WHEREAS**, the City's lime softening water treatment plant that was built in 1978 is required for radium treatment in accordance with the City's Water Supply Operations Permit; and

**WHEREAS**, the lime softening water treatment plant design lacks certain redundancies thus requiring the plant to discontinue lime softening for a period of time every year in order to perform maintenance; and

**WHEREAS**, Webster City's water treatment plant is restricted from adding or expanding due to residential homes abutting the plant on the south, railroad tracks to the north, the Boone River to the east, and White Fox Road to the west; and

**WHEREAS**, the U.S. Environmental Protection Agency is considering developing new regulations under the Safe Drinking Water Act to address Per- and Polyfluoroalkyl Substances (PFAS) in drinking water supplies; and

**WHEREAS**, Webster City lime softening treatment method is not capable of meeting future regulations pertaining to the treatment of PFAS in drinking water; and

**WHEREAS**, the City must purchase additional property in order to accommodate enhancements to its water treatment capabilities, and

**WHEREAS**, 129 Second Street East is available for sale and the seller (Lauridan LLC.) is willing to allow the City perform a 180-day due diligence period in order to evaluate the feasibility of the property for future improvements and additions to the City's water treatment facilities.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa, authorize the Mayor and City Clerk to sign and execute Purchase Agreement for Purchase of 129 Second Street East between the City of Webster City and Lauridan, LLC – Dana E. Ray & Lauridan LLC – Laurie A. Ray

Passed and adopted this 5<sup>th</sup> day of December, 2022.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

---

[View this email in your browser](#)



Discovering what's possible with calcium

November 5, 2021

Dear Valued Customer,

Effective January 1, 2022, Mississippi Lime Company ("MLC") will increase prices for its Quicklime, Hydrated Lime, Specialty, and Calcium Carbonate products up to 15%, subject to contractual obligations.

As you are aware, the COVID-19 pandemic and robust economic recovery have created challenging environments for manufacturers including MLC. More specifically, energy, labor, freight, and materials are creating significant cost pressures and unprecedented supply chain challenges. Mississippi Lime is working diligently to minimize these impacts while continuing to preserve our product quality and level of service.

If you have any questions, please contact your regional sales manager. Thank you for your business. We look forward to continuing to serve you.

---

**National Sales Team**

**Bob Rasche**

Director of Sales & Customer  
Support  
(618) 407-1460

**Greg Andersen**

National Sales Manager Specialty  
Products  
(314) 960-9120

**Chris Kitts**

National Sales Manager North  
(419) 554-4019  
crkitts@mlc.com

**Ted Frey**

National Sales Manager South  
(502) 432-3296  
tpfrey@mlc.com

---

**Regional Sales Team****Jennifer Huff**

Regional Sales Manager  
(402) 607-5624  
jjhuff@mlc.com  
W.IA, KS, W.MO, OK, NE, SD, TX,  
AZ

**Paul Pine**

Regional Sales Manager  
(704) 657-2154  
pmpine@mlc.com  
IN, E.KY, NC, SC, VA

**Dan Okenfuss**

Regional Sales Manager  
(314) 288-8928  
djokenfuss@mlc.com  
S.IL, MO, W.KY

**Chris Smoot**

Regional Sales Manager  
Ph: (773) 294-0652  
crsmoot@mlc.com  
E.IA, IL, IN, MN, ND, WI

**Will O'Neal**

Regional Sales Manager  
(731) 241-6609  
rwoneal@mlc.com  
AR, LA, MS, TN

**Greg Wicklund**

Regional Sales Manager  
Ph: (248) 613-8705  
gpwicklund@mlc.com  
MI, OH, PA, NJ, NY, WV, Canada

**Mike Pigage**

Regional Sales Manager  
Ph: (706) 207-1808  
mspigage@mlc.com  
AL, GA, FL, S.TN, MS

**Andy Bergman**

Accounts Manager  
Ph:440-666-1138  
awbergman@mlc.com

**Customer Service**  
**(800) 437-5463**

---

*Copyright © 2021 Mississippi Lime Company, All rights reserved.*

Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).







Biridiana Bishop &lt;bibishop@webstercity.com&gt;

---

**MLC 2023 Price Increase Notification**

1 message

---

**Mississippi Lime Company** <sales@mlc.com>  
Reply-To: us19-9da697ef9e-2a3a7e0fe4@inbound.mailchimpapp.net  
To: kwetzler@webstercity.com

Wed, Nov 30, 2022 at 6:33 PM

[View this email in your browser](#)

Discovering what's possible with calcium

**2023 Price Increase Notification**

November 30, 2022

Dear Valued Customer,

Effective January 1, 2023, Mississippi Lime Company ("MLC") will increase prices for Quicklime, Hydrated Lime, Dolomitic Lime, Specialty, and Calcium Carbonate products up to 35%, subject to contractual obligations.

The significant cost drivers that impacted MLC during 2022 continue to add upward pressure on operating costs as we move into 2023. Energy, labor, freight, and materials are creating significant cost pressures in the market and to MLC directly, despite strong measures taken by MLC to mitigate the impact of these increases. Critical inbound and outbound challenges have also driven higher costs, as MLC has had to make necessary changes to strengthen our supply chain and ensure that it can continue to be a dependable supplier, trusted to consistently deliver the high-quality products upon which our customers rely.

If you have any questions, please contact your regional sales manager. Thank you for your business, and we look forward to continuing to serve you.

---

### **National Sales Team**

**Dan Menniti**

National Sales Manager  
Specialty Products  
(412) 979-8030  
[dtmenniti@mlc.com](mailto:dtmenniti@mlc.com)

**Bob Rasche**

National Sales Manager  
Standard Products  
(618) 407-1460  
[rarasche@mlc.com](mailto:rarasche@mlc.com)

**Ted Frey**

Director  
Sales & Customer Support  
(502) 432-3296  
[tpfrey@mlc.com](mailto:tpfrey@mlc.com)

---

### **Regional Sales Team**

**Jennifer Huff**

Regional Sales Manager  
(402) 607-5624  
[jjhuff@mlc.com](mailto:jjhuff@mlc.com)  
W. IA, WY, NM, CO, SD,  
NE, KS, OK, W.MO, TX, AZ

**Chris Smoot**

Regional Sales Manager  
(773) 294-0652  
[crsmoot@mlc.com](mailto:crsmoot@mlc.com)  
E. IA, IL, IN, UP MI,  
MN, ND, WI

**Dan Okenfuss**

Regional Sales Manager  
(314) 288-8928  
[djokenfuss@mlc.com](mailto:djokenfuss@mlc.com)  
N. AR, S. IL, E. MO,  
[W.KY](#), N. TN

**Greg Wicklund**

Regional Sales Manager  
(248) 613-8705  
[gpwicklund@mlc.com](mailto:gpwicklund@mlc.com)  
MI, MD, DE, NJ,  
CT, RI, NY, ME, VT, NH, MA,  
Canada

**Andy Bergman**

Regional Sales Manager  
(440) 666-1138  
[awbergman@mlc.com](mailto:awbergman@mlc.com)  
OH, PA, WV

**Will O'Neal**

Regional Sales Manager  
(731) 241-6609  
[rwoneal@mlc.com](mailto:rwoneal@mlc.com)  
S. AR, LA, W. MS, [W.TN](#)

**Paul Pine**

Regional Sales Manager  
(704) 657-2154  
[pmpine@mlc.com](mailto:pmpine@mlc.com)  
[E.KY](#), NC, SC, VA

**Mike Pigage**

Regional Sales Manager  
Ph: (706) 207-1808  
[mspigage@mlc.com](mailto:mspigage@mlc.com)  
AL, GA, FL, [S.TN](#), E. MS

**Eustace Conway**

Director – Southern Sales & Logistics  
601-994-4418  
[econway@mlc.com](mailto:econway@mlc.com)

**Customer Service**  
**(800) 437-5463**

---

*Copyright © \*2022 Mississippi Lime Company, All rights reserved.*

Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).





# OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)



TIME ☐ a.m. ☐ p.m. Nov 30, 2022  
DATE OF OFFER

OFFICE USE ONLY:  
OFFER ACCEPTED \_\_\_\_\_

Check all boxes that apply.

## I. DISCLOSURE CONFIRMATIONS.

A. **AGENCY.** Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage Abens Realty Seller's Brokerage Abens Realty

Dual Agent/Brokerage Abens Realty

B. **SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (☐ has) (☐ will promptly) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here ☒.

C. **LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (☐ has) (☐ has not) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here ☒.

D. **REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR'S PERMISSION TO CALL.** Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR®/Broker(s) to call, fax, and email residence.

1. _____	1. <u>12P</u>	11-30-22
BUYER	SELLER	DATE
2. _____	2. <u>Laurie A. Ray</u>	11-30-22
BUYER	SELLER	DATE

II. **OFFER TO:** Lauridan, LLC - Dana E. Ray & Lauridan, LLC - Laurie A. Ray (herein designated as Seller).

The undersigned City of Webster City (herein designated as Buyer)

hereby offer to buy the real property situated in Hamilton County, Iowa. Located at and briefly described as:  
129 2nd Street East, Webster City, Iowa.

and legally described as: See abstract - includes extra lots across the road to the south of 2nd Street.

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$479,900.00

AS FOLLOWS: \$10,000.00 earnest money to be held in trust by Abens Realty Trust Account

(☐ Seller's) (☐ Buyer's) (☒ both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

☒ (A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

☐ (B) **NEW MORTGAGE:** This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

☐ Conventional

☐ ARM

☐ FHA

☐ RECD

☐ VA (In the event of FHA or VA financing, see Addendum - Offer for Real Estate attached hereto and by this reference made a part of this contract.)

☐ Other \_\_\_\_\_

Mortgage for not more than \_\_\_\_\_% of the purchase price not to exceed \_\_\_\_\_% interest rate no later than \_\_\_\_\_.

☐ Seller ☐ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed \_\_\_\_\_% of the purchase price. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees,



etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

**FINANCING COMMITMENT.** Buyer agrees to make loan application (if applicable) immediately, or within \_\_\_\_\_ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

**Financing Contingencies Options:** (Check all that apply):

☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.

☐ Both parties will await appraisal. Appraisal must be completed by this date: \_\_\_\_\_

☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☒ (E) **OTHER TERMS/CONTINGENCIES (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.):** See attached addendum.

Seller reserves all business equipment attached or unattached (compressors, lifts, security equipment etc.) and will have removed prior to closing.

**This agreement is also subject to the following terms and conditions:**

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by \_\_\_\_\_ Abens Realty Trust Account in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of trustee, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.

b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ \_\_\_\_\_ estimated annual tax.

c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

d. All subsequent taxes and special assessments are to be paid by Buyer.

e. Other mutually agreed upon terms – use Addendum

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers RE, SL acknowledge that they have read this page.  
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before ☒ a.m. or ☐ p.m. July 31, 2023 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Becky King Possession to be given ☒ a.m. or ☐ p.m. July 31, 2023, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Becky King.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☐ is not) (☒ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**
6. **INCLUDED PERSONAL PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), attached mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items, TV and Audio attachment brackets, electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, "smart home" devices such as thermostats, video doorbell(s), etc. appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale. Please specifically list items - such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. - as included or excluded.

**OTHER INCLUDED ITEMS:** \_\_\_\_\_

**EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank):** \_\_\_\_\_

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
11. a. Seller and Buyer acknowledge and agree that REALTOR<sup>®</sup>/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**
12. b. Seller and Buyer acknowledge that the Seller of real property must disclose in good faith MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).
- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers TE, SW acknowledge that they have read this page.  
(Initials) (Initials)

Serial#  
Prepar

Serial#: 092823-900165-9840461

Prepared by: Tyler Abens | Abens Realty

| tyler@abensrealty.com | 5152970755

104 of 115

Form  
Simplicity



9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. **CONDITION OF PROPERTY.**

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

☒ i. Within 180 calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) declining to make any or all repairs in which case Buyer has the option to continue with purchase or (4) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1, 2 or 3 above), then buyer may, within 48 hours, declare this offer null and void and shall have the right to all payments returned.

☐ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.

☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within        calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within        calendar days after acceptance of this Offer, which shall be done at ☐ Seller's or ☒ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option and expense, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on

Buyers       ,        and Sellers        acknowledge that they have read this page.  
(Initials) (Initials)



lands of others, such encroachments shall be treated as a title defect.

**13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.**

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

**14. COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

**15. ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and, if applicable, the title policy. If a title insurance policy will be utilized, Seller(s) will pay \_\_\_\_\_% and Buyer(s) will pay \_\_\_\_\_. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

**16. DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then \_\_\_\_\_ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

**17. GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. It is illegal for either the Seller/Owner or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g.: race, color, religion, nation origin, sex, creed, sexual orientation, gender identity, physical or mental handicap, familial status, or any other class protected by Fair Housing Laws. In Illinois, ancestry, age, marital status, and any other class protected by article 3 of the Illinois Human Rights Act.

**18. NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

**19. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

**20. MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

**21. OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.

**22. INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

**23. ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 6:00 ☐ a.m. or ☒ p.m. December 20, 2022 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers RE, MR acknowledge that they have read this page.  
(Initials) (Initials)

**THIS IS A LEGALLY BINDING CONTRACT.**

If not understood, consult with the lawyer of your choice.

**RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.**

SIGNATURE OF BUYER		SIGNATURE OF BUYER	
City of Webster City		PRINTED LEGAL NAME	
400 2nd Street		ADDRESS	
Webster City IA 50595		CITY, STATE, ZIP	
515-832-9151		PHONE	
BUYER TAXPAYER IDENTIFICATION NUMBER		BUYER TAXPAYER IDENTIFICATION NUMBER	
Zach Chizek		BUYER EMAIL	
BUYER ATTORNEY			

Seller hereby (☒ accepts) (☐ counters) the above offer at 4:40 ☐ a.m. or ☒ p.m. 11-30-2022.  
 (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before            ☐ a.m. or ☐ p.m.           ). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☐ shall) (☐ shall not) continue to show this property for sale.

SIGNATURE OF SELLER		SIGNATURE OF SELLER	
Lauridan, LLC - Dana E. Ray		Lauridan, LLC - Laurie A. Ray	
982 South Emerald Hills Drive		PRINTED LEGAL NAME	
Arnolds Park, IA 51331		ADDRESS	
712-260-4440		CITY, STATE, ZIP	
PHONE		PHONE	
SELLER SS# (Optional)		SELLER SS# (Optional)	
SELLER ATTORNEY		ABSTRACT LOCATION	
dray1965dr@gmail.com		n/a	
SELLER EMAIL		SELLER MORTGAGE WITH	

☐ This offer formally rejected: \_\_\_\_\_

Time \_\_\_\_\_ ☐ a.m. or ☐ p.m.

Date \_\_\_\_\_



## ADDENDUM TO OFFER FOR REAL ESTATE

Contract dated 11/30/2022

Lauridan, LLC  
(Seller)

City of Webster City  
(Buyer)  
concerning the property described as:

129 2<sup>nd</sup> Street East included extra lot to the South

### Buyer and Seller make the following terms and conditions part of the Contract:

(a) **Earnest Money.** Immediately upon Seller's execution and delivery of this Agreement (the "**Seller Acceptance**"), Buyer shall deposit the initial sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as evidence of Buyer's good faith to be held by Abens Realty Trust Account and applied to the purchase price at closing (the "**Earnest Money Deposit**"). For a period of one hundred eighty (180) days following the Seller Acceptance, Buyer shall have a due diligence period to review and inspect the Property and the books and records associated with the Property as outlined below (the "**Approval Period**"). In the event that during the Approval Period, Buyer decides not to purchase the Property, then Buyer shall notify Seller in writing of its desire to terminate this Agreement and the Earnest Money Deposit shall be returned in full to Buyer. After expiration of the Approval Period: (i) if the purchase of the Property by Buyer under this Agreement (the "**Transaction**") is consummated, then the Earnest Money Deposit shall be credited against the Closing Cash Payment (as defined below); (ii) the Transaction does not close for any reason other than the default of Buyer, then the Earnest Money Deposit shall be immediately refunded to Buyer; or (iii) Buyer defaults by failing or refusing to close the Transaction at the time and in the manner herein specified herein, Seller as its sole and exclusive remedy for such default may retain as liquidated damages an amount equal to the Earnest Money Deposit.

2. **Inspection and Assessment; Approval Period.** During the Approval Period, Buyer shall have the right to review Seller's Documents and have access to fully inspect the Property in order to determine its physical, legal and other characteristics. Buyer's right of access shall apply to any authorized agent of Buyer, including but not limited to architects, engineers, contractors, environmental consultants, etc.

(a) Buyer's inspection rights during the Approval Period shall include, but not be limited to, the following:

(i) Buyer's examination of a title documents, including the necessary abstract of title supplied by Seller at its sole cost and expense.

(ii) Buyer determining that the soil and environmental, structural and other conditions of the property are satisfactory to Buyer in its sole discretion. This shall include a Phase I or other necessary environmental evaluations of the Property including soil borings.

(b) During the Approval Period, Seller and its agents and employees shall fully cooperate with Buyer and shall provide Buyer with all information, books and records as Buyer may reasonably request concerning the Property. All costs and expenses incurred in connection with Buyer's inspection and testing of the Property shall be paid by Buyer, and Buyer shall repair and restore any damage to the Property resulting from its inspections. Buyer shall defend and indemnify Seller from and against any and all claims arising out of or related to Buyer entering upon the Property in connection with exercising rights allowed by this Agreement.

In the event that Buyer, in its sole discretion, is not satisfied with any of its findings under this section, Buyer may notify Seller of Buyer's objections at any time before the expiration of the Approval Period. Seller may elect to cure the Buyer's objections within ten (10) days after the receipt of Buyer's notice. In the event that Seller elects not to cure the Buyer's objection or fails to cure such objection on or before the tenth day after the expiration of the Approval Period, and Buyer does not subsequently elect to waive such objection, either party may terminate this Agreement upon notice to the other, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer and Seller shall have no further obligations hereunder.

(c) If Buyer shall fail to notify Seller on or before the expiration of the Approval Period that an objection has not been satisfied or met (or waived by Buyer), such condition shall for all purposes under the Agreement be deemed to have been waived by Buyer, and the Agreement shall continue in full force and effect as if such condition so deemed to have been waived had not been a part of this Agreement.

Except as otherwise provided herein, after the expiration of the Approval Period, if the Buyer fails or refuses to perform its obligations under this Agreement at the time or in the manner herein specified, Seller as its sole and exclusive remedy for such default may retain as liquidated damages an amount equal to the Earnest Money Deposit. Buyer and Seller hereby acknowledge the reasonableness of such liquidated damages.

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_

Date: 11-30-2022 Seller: [Signature]

Date: 11-30-2022 Seller: Laurie A. Hay





# AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) Abens Realty, and Brokerage's affiliated licensees (brokers and salespersons). The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

## A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

- ☐ 1. **SINGLE SELLER AGENCY.** Single Seller Agency exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**
- ☐ 2. **SINGLE BUYER AGENCY.** Single Buyer Agency exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies.  
**In Single Buyer Agency, Broker does not also represent the Owner in the transaction.**
- ☐ 3. **APPOINTED AGENCY.**
- a. **Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
  - b. **Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
  - c. **In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).**
- ☐ 4. **CONSENSUAL DUAL AGENCY.**
- a. When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
  - b. When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
  - c. Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice.  
**Buyer and Owner are not required to consent to dual agency.**
- ☐ 5. **SELF REPRESENTATION.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

Sections "B." through "E.", continued on page 2.

Serial#: 000033-300149-0278581

Prepared by: Tyler Abens | Abens Realty | tyler@abensrealty.com |

110 of 115

Form  
Simplicity



**B. COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$ \_\_\_\_\_) or ( \_\_\_\_\_ % percent of gross sale price) or ( \_\_\_\_\_ % percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

**C. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.**

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all material adverse facts (i.e. significant defects or negative circumstances) that the licensee knows except:
  - a. Material adverse facts known by the party.
  - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - c. Material adverse facts the disclosure of which is prohibited by law.
  - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

**D. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.**

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE:** ☐ Broker/ ☐ Licensee (check applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:

---



---

**E. DESCRIPTION OF BROKER'S SERVICES.**

Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

**NOTE:** Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.

**F. GUIDELINES FOR OWNER AND BUYER.**

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. Each party to the transaction has the responsibility to protect their own interests.

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. This is not a contract; rather it is intended to be only a disclosure notice.

**If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.**

Lauridan, LLC - Dana E. Ray  
 \_\_\_\_\_  
 Print name of Owner/Seller

[Signature] 11-30-2022  
 \_\_\_\_\_  
 Signature of Owner/Seller Date

City of Webster City  
 \_\_\_\_\_  
 Print name of prospective Buyer

\_\_\_\_\_  
 Signature of prospective Buyer Date

Lauridan, LLC - Laurie A. Ray  
 \_\_\_\_\_  
 Print name of Owner/Seller

Laurie A. Ray 11-30-2022  
 \_\_\_\_\_  
 Signature of Owner/Seller Date

\_\_\_\_\_  
 Print name of prospective Buyer

\_\_\_\_\_  
 Signature of prospective Buyer Date

Abens Realty  
 \_\_\_\_\_  
 For Seller's or Dual Agent Brokerage

Abens Realty  
 \_\_\_\_\_  
 For Buyers Brokerage





## DUAL AGENCY CONSENT AGREEMENT

(For in-house showings/sales when Owner/Seller & Buyer are "clients")



This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. **AGREEMENT BETWEEN** (Brokerage/firm) Abens Realty, hereinafter called "Broker," and Owner(s) (print name per title) Lauridan, LLC - Dana E. Ray & Lauridan, and Buyer(s) City of Webster City

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

### B. RECITALS AND GENERAL CONDITIONS.

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. **Provisions that govern the actions of Broker acting as a dual agent:**
  - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
  - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.
  - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers DR, JLR acknowledge that they have read this page.  
(Initials) (Initials)

4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures; (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The proceeding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all **material adverse facts** (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
  - 1) Material adverse facts known by the party.
  - 2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - 3) Material adverse facts the disclosure of which is prohibited by law.
  - 4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
- e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
- g. Place both clients' interests ahead of Brokers.

#### DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. **Owner and Buyer also acknowledge they understand that Broker's representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker's advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have questions regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.**
6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.
7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers JP, JL acknowledge that they have read this page.  
(Initials) (Initials)



form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.

8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at residence.

**PART C** shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property transaction listed by Brokerage and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

### C. DUAL AGENCY CONSENT

For the Offer For Real Estate dated \_\_\_\_\_

Specific Property Address: 129 2nd Street East Listing Agent: Becky King

Owner(s) (per title): Lauridan, LLC - Dana E. Ray & Lauridan, LLC - Laurie A. Ray hereinafter called "Seller."

Buyer(s): City of Webster City Selling Agent: Becky King

- a. The Seller and Buyer acknowledge that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property. Seller and Buyer may have previously been informed of the potential of a dual agency.

Buyers agree \_\_\_\_\_ (Initials) to dual agency representation in this transaction.

Sellers agree DR (Initials) to dual agency representation in this transaction.

- b. **Broker Compensation.** If the Buyer is paying Broker a fee or commission for this transaction, the amount and terms are as follows: (if none so state)

- c. **Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above.

I (we) have read and understand this agreement and acknowledge receipt of a copy. This is a legally binding contract. If not understood, consult with the lawyer of your choice.

DR 4:40 pm 11-30-22  
Seller Time & Date Buyer Time & Date

Laurie A Ray 4:40 pm 11-30-22  
Seller Time & Date Buyer Time & Date

Listing licensee (for Broker) \_\_\_\_\_ Time & Date \_\_\_\_\_  
Selling licensee (for Broker) \_\_\_\_\_ Time & Date \_\_\_\_\_

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers DR, LR acknowledge that they have read this page.  
(Initials) (Initials)