



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
April 17, 2023 – 6:00 p.m.

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

Meeting ID 812 7601 8424

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 April 3, 2023.
- b. [RESOLUTION](#) on [PAYROLL](#) for the period ending April 8, 2023 and paid on April 14 , 2023.
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. City Manager [REPORTS](#) March 2023
- e. Police Department [REPORT](#) March 2023
- f. Fire Department [REPORT](#) March 2023
- g. Hamilton County Solid Waste Commission [AGENDA PACKET](#) April 12, 2023

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h. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:

Class E Retail Alcohol License, Fareway Stores, Inc., 942 2nd Street

Class C Retail Alcohol License, Gridiron Family Grill and Sports Lounge, Inc., 1121 East 2nd Street

8-Month Special Class C Retail Alcohol License, TTMM Promotions, LLC, d/b/a Hamilton County
Speedway, 1200 Bluff Street (Speedway Only)

8-Month Special Class C Retail Alcohol License, TTMM Promotions, LLC, d/b/a Hamilton County

Speedway for Market Nights located at 628 2nd Street (Chamber Office) and Temporary Outdoor
License for the following dates June 1, 8, 15, 22 & 29; July 6, 13, 20 and 27; and August 3, 10, 17,
24 and 31, 2023.

5-Day (04/29/23-05/03/23) Class C Retail Alcohol License, St. Thomas Aquinas Church, 1010 Des Moines
Street, for Special Event to be held April 29, 2023.

i. Council Committee Reports

j. Other reports and recommendations

3. GENERAL AGENDA

Public Hearings

6:05 p.m.

a. [COUNCIL MEMORANDUM](#)

[LEVY INFO](#) [BUDGET SUMMARY](#) [GENERAL](#) [ROAD USE TAX](#) [AIRPORT](#)

[CAPITAL IMP RES](#)

[ELECTRIC](#)

[WATER](#)

[SEWER](#)

Public Hearing on the proposed 2023-2024 Budget.

[NOTICE](#) [RESOLUTION](#) adopting, following Notice and Hearing the 2023-2024 Operating Budget and
Certification of City Taxes for the Fiscal Year ending June 30, 2024 for the City of Webster City, Iowa.

b. Public Hearing for 2023-2024 Capital Improvement Budget and 2023-2024 through 2027-2028 Capital
Improvement Plan.

[NOTICE](#) [RESOLUTION](#) adopting, following Notice and Hearing, the 2023-2024 Capital Improvement &
Capital Equipment Budget and the 2023-2024 through 2027-2028 Capital Improvement & Capital Equipment
Plan of the City of Webster City, Iowa.

c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a public hearing on proposal to renew the City-Wide
Urban Revitalization Plan for Residential Tax Abatement. (May 1, 2023 6:05 p.m.) [NOTICE](#) [PLAN](#)

d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a Public Hearing on proposal to amend the Code of
Ordinances of the City of Webster City, Iowa, 2019, Pertaining to Chapter 50, Article III, Division 3, to add Section 50-120,
Entitled Solar Energy Systems. (May 1, 2023 6:05 p.m.) [NOTICE](#) [PROP.ORD](#)

e. [REQUEST](#) from American Tap for street closure on August 26, 2023 for a fundraiser ride – area would be
either 500 block of Second Street or alley and 500 block Parking lot to the South to area marked with Orange
signs.

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f. [REQUEST](#) from Webster City Area Chamber of Commerce for street closure of the 600 Block of Second Street from Des Moines Street to Willson Ave. – not including intersections, AND Des Moines Street between alley and Second Street, from 3:30 p.m. to 8:00 p.m. for Webster City Market Nights on Thursdays from June 1 through August 31, 2023.

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Amendment No. 17B with Snyder and Associates to provide Additional Professional Services needed for the Fair Meadow Drive Project and Authorizing use of Bond Proceeds to pay for the Project. [AMENDMENT](#)
Tabled from April 3, 2023 meeting.

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Engagement Letter with Ahlers and Cooney, Attorneys, to provide Legal Services Associated with the Electric Utility. [AGREEMENT](#)

i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to seek bids and authorizing the City Manager to proceed with lowest bidder if bids come back under \$50,000 for Concrete Panel Replacement. [RFP](#)

j. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) providing for Notice of Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the 2023 Water Main Repair Project. (May 15, 2023 6:05 p.m.) [NOTICE-HEARING](#) [NOTICE-BIDDERS](#) [CONTRACT](#) [PLANS](#)

k. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) ratifying the Emergency Purchase for the Wastewater Treatment Plant Boiler. [QUOTE](#)

l. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) approving Professional Services Agreement for Automated Traffic Enforcement Services with Sensys Gatso Group. [AGR](#) [AGR ATTY](#) [WORK SESSION](#)
[HF 629](#) [HF 489](#)

4. CLOSED SESSION

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

RETURN TO OPEN SESSION

5. ADJOURN

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

CITY COUNCIL MEETING MINUTES
Webster City, Iowa April 3, 2023 – 6:00 p.m.

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on April 3, 2023, 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 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 McFarland and seconded by Hansen 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

Brady Hartmann spoke on his request to clarify building code regulations as it pertains to larger and smaller buildings; when an engineer, architect and/or plans and specifications are needed. He inquired on what is standard practice, and also brought up the possibility of having a matrix like other cities.

Wendy Clemens, owner of the American Tap, and Mandy Jones spoke on their request to close either the 500 block of Second Street or the Public Parking area behind the business for a fundraiser to be held August 26, 2023. They have been working with the City Clerk and want to move forward with their plans. Council didn't see a problem with the request and it will be placed on the next agenda for Council action.

PUBLIC INFORMATION

None brought forth.

MINUTES AND CLAIMS

It was moved by Welch and seconded by McFarland that the following motion(s) and Resolution(s) (a-c) be approved and adopted collectively:

- a. That the meeting minutes of March 20 and March 27, 2023 be approved.
- b. That Resolution No. 2023-065 approving payroll for the period ending March 25, 2023 and paid on March 31, 2023 in the amount of \$190,714.74 be passed and adopted.
- c. That Resolution No. 2023-066 approving bills paid in the amount of \$446,733.92 be passed and adopted and the Fund List be approved.
- d. Council Committee Reports-None brought forth.
- e. Other reports and recommendations-None brought forth.

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

GENERAL AGENDA

Public Hearing – 6:00 p.m.

a. March 20, 2023 at 6:00 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing for the purpose of considering the Maximum Tax Dollars from Certain Levies for the City of Webster City's proposed Fiscal Year 2023-2024 budget, the same was held. No written objections were received and no oral objections were presented.

It was moved by McKinney and seconded by Welch that Resolution No. 2023-067 approving the Maximum Tax Dollars from Certain Levies for the City's Proposed Fiscal Year 2023-24 Budget be passed and adopted.

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

Daniel Ortiz-Hernandez, City Manager and Dodie Wolfgram, Finance Director provided a handout and explained details on the maximum tax dollars and certain levies.

Public Hearing – 6:05 p.m.

b. April 3, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay the same, the same was held. No written objections were received and no oral objections were presented.

It was moved by Welch and seconded by McKinney that Resolution No. 2023-068 taking additional action on proposal to enter into a General Obligation Loan Agreement and providing for the levy of taxes to pay the same, be passed and adopted.

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

City Manager Ortiz-Hernandez explained there is a deficit in the General Fund. After discussion with the City's Bond Counsel, a pre-levy was determined to be an option. This will be done for a one-year period with amount not to exceed \$300,000.

Public Hearing – 6:05 p.m.

c. April 3, 2023 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 for the Advanced Metering Infrastructure Project, the same was held. No written objections were received and no oral objections were presented.

It was moved by Hansen and seconded by McFarland that Resolution No. 2023-069 approving and confirming Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of Advanced Metering Infrastructure Project and authorizing the City Manager to finalize and execute services agreement with Municipal Supply, Inc., Des Moines, Iowa for the not to exceed amount of \$3,400,000.

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

Biridiana Bishop, Assistant City Manager, reminded Council that this item was on the Goal Setting List and explained the bidding process that staff went through. She also provided information on the concept of the Electric and Water metering, which includes a remote shut off feature. She informed that an Agreement will be prepared for signatures.

Dan Ashworth, Municipal Supply, Inc. of Des Moines gave a detailed power point presentation on how the Electric and Water Metering System works.

d. It was moved by Welch and seconded by McFarland that a motion setting April 17, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa for a Public Hearing on the proposed 2023-2024 Budget using the Option 2 Resolution setting the Pre-levy at 19.69231, be approved.

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

Finance Officer Wolfgram and City Manager Ortiz-Hernandez provided details on the options presented.

It was moved by McFarland and seconded by Hansen that a motion setting April 17, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa for a Public Hearing for 2023-2024 Capital Improvement Budget and 2023-2024 through 2027-2028 Capital Improvement Plan be approved.

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

e. It was moved by Welch and seconded by McKinney that Resolution No. 2023-070 authorizing the Mayor to Sign and Execute Agreement with Schlotfeldt Engineering, Inc. to provide Additional Professional Services needed for the 2023 Wilson Brewer Courthouse Structural Improvement Project be passed and adopted

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

Assistant City Manager Bishop spoke on the background of the original agreement in 2019 and that an additional amount is needed to complete the project. She provided information on the cancellation of the first bid letting due to material supply issues and provided an update on funding for the project.

f. It was moved by Welch and seconded by McFarland that Resolution No. 2023-071 setting May 15, 2023 at 6:05 p.m. in Council Chambers at City Hall for a public hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the 2023 Wilson Brewer Courthouse Structural Improvement Project be passed and adopted.

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

Assistant City Manager Bishop advised the new construction cost would be \$215,000.

g. Authorize the Mayor to sign and execute Amendment No. 17B with Snyder and Associates to provide Additional Professional Services needed for the Fair Meadow Drive Project and Authorizing use of Bond Proceeds to pay for the Project .

City Manager Oritz-Hernandez advised Council that staff is still working with Kwik Star on easements and would like to table this to the next meeting scheduled for April 20, 2023.

h. It was moved by Hansen and seconded by McFarland that Resolution No 2023-072 accepting bid from Sandry Fire Supply, LLC for a new Breathing Air Compressor, 7 Steel Cylinders, Rescue Packs and Components and authorizing City Manager to purchase said equipment in the amount of \$70,500.00 for the Webster City Fire Department and make necessary Budget Amendments, be passed and adopted.

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

Fire Chief Chuck Stansfield provided details on this equipment purchase.

i. Discussion was held on the annual Webster City Clean-Up/Drop-Off Event. Consensus of the Council was to hold the event on June 9-10, 2023.

4. OTHER ITEMS

a. The City Attorney Report/Update of March 29, 2023 was previously given to Council for review.

5. CLOSED SESSION

It was moved by McFarland and seconded by McKinney that Council meet in Closed Session to discuss information relevant to the provision of electric service by the City Utility as per Iowa Code Chapters 21.5a, 22.7 3 & 6, and 388.9 pertaining to confidential and competitive information in records.

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

Council went out of Open Session at 7:09 p.m.

A short recess was taken.

Council went into Closed Session at 7:15 p.m.

Council returned to Open Session at 7:44 p.m.

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

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

The April 3, 2023 Regular City Council Meeting stood adjourned at 7:45 p.m.

RESOLUTION NO. 2023 -

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

That the payroll for the 80-hour period ending April 8, 2023 and paid on April 14, 2023 aggregating the sum of \$185,458.03 herewith presented, be and the same is hereby approved.

Passed and adopted this 17TH day of April, 2023.

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
11195	HANSEN, ABIGAIL J.	200.00	.00	.00	.00	.00	.00	200.00	.00	184.52	.00
11183	HAWKINS, JOHN C.	240.00	.00	.00	.00	.00	.00	240.00	.00	.00	221.42
11190	MC FARLAND, MEGAN E.	200.00	.00	.00	.00	.00	.00	200.00	.00	184.70	.00
11184	MCKINNEY, MATTHEW L.	200.00	.00	.00	.00	.00	.00	200.00	.00	.00	184.52
11185	WELCH, LOGAN A.	200.00	.00	.00	.00	.00	.00	200.00	.00	.00	184.52
Total CITY COUNCIL:											
		5	1,040.00	.00	.00	.00	.00	1,040.00	.00	369.22	590.46
20035	BISHOP, BIRIDIANA	4,072.73	80.00	.00	.00	.00	.00	.00	125.00	.00	2,673.33
60722	CHELESVIG, BETH A.	3,121.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,071.44
61245	DINSDALE, ASHLEY J.	1,819.99	80.00	.00	.00	.00	.00	.00	.00	.00	1,259.79
20020	ORTIZ-HERNANDEZ, DANIEL	5,368.91	80.00	.00	.00	.00	.00	.00	175.00	.00	2,739.32
60003	SMITH, ELIZABETH A.	2,197.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,504.59
Total CITY MANAGER:											
		5	16,580.83	400.00	.00	.00	.00	.00	300.00	.00	10,248.47
30980	STRONER, BRIAN M.	2,823.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,010.77
Total ENVIRONMENTAL/SAFETY:											
		1	2,823.20	80.00	.00	.00	.00	.00	.00	.00	2,010.77
61164	BONJOUR, KARYL K.	2,335.19	80.00	.00	.00	.00	.00	.00	.00	.00	1,551.35
61238	HAGLUND, DENISE D.	1,607.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,119.48
61243	HESLEY, EMILY M.	1,740.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,182.99
61241	JOHNSON, LAURA A.	1,500.04	80.00	.00	.00	.00	.00	.00	.00	.00	935.35
61190	NERLAND, DEDRA R.	2,093.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,432.57
61163	PEVESTORF, ELIZABETH J.	2,016.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,414.29
30329	WOLFGRAM, DOREEN A.	3,118.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,194.40
Total FINANCE OFFICE:											
		7	14,410.45	560.00	.00	.00	.00	.00	.00	.00	9,830.43
41502	CAMPBELL, AARON M.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41215	CASEY, DANA R	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	68.91
40857	DOOLITTLE, KENDALL J.	120.00	.00	.00	.00	.00	.00	120.00	.00	103.37	.00
41263	ESTLUND, JEROMY J.	2,624.32	118.00	.00	.00	.00	.00	.00	.00	.00	1,912.68
41395	FEICKERT, DAKOTA L.	112.00	.00	.00	.00	.00	.00	112.00	.00	.00	96.48
41038	FERGUSON, WILLIAM M.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
41438	FRAKES, JUSTIN M.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41260	FRAZIER, LOGAN W.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41530	HANSON, CONNER	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
40971	HAYES, BRANDON W.	2,653.82	118.00	.00	.00	.00	.00	.00	.00	.00	1,934.70
41445	HAYES, HARRISON W.	476.00	24.00	.00	.00	.00	.00	140.00	.00	410.03	.00
41441	HAYES, HUNTER W.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.35	.00
40031	HOLST, RONALD W	100.00	.00	.00	.00	.00	.00	100.00	.00	86.14	.00
41192	JESSEN, PHILLIP N.	308.00	8.00	.00	.00	.00	.00	196.00	.00	236.61	.00
41541	KUMM, MAXWELL J.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
41460	LEHMAN, MICHEAL L.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	63.88
41200	MADSEN, TODD M	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	86.14
41515	SCHWERING, DREW M.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
41219	SOWLE JR., ANDREW W.	2,498.72	112.00	.00	.00	.00	.00	.00	.00	.00	1,525.96
41485	STALEY, AMANDA L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41400	STANSFIELD, CHARLES T.	3,084.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,197.94
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94

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
41088	TOLLE, PAUL A.	120.00	.00	.00	.00	.00	.00	120.00	.00	103.37	.00
41540	WAGNER, JORDAN J.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41216	WEINSCHENK, KENRIC J	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
41213	WILLIAMS, ZACHARY W.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	86.14
40815	WILLS, DON H.	140.00	.00	.00	.00	.00	.00	140.00	.00	129.29	.00
41340	YOUNGDALE, COLE C.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
41270	ZEHNER, DONALD F.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
Total FIRE DEPARTMENT:											
		29	13,597.66	460.00	.00	.00	.00	2,288.00	.00	1,308.92	8,656.22
61240	WINTER, KIRBY L.	4,086.99	80.00	.00	.00	.00	.00	.00	20.00	.00	2,862.55
Total INFORMATION SYSTEMS:											
		1	4,086.99	80.00	.00	.00	.00	.00	20.00	.00	2,862.55
61257	BINDERT, NICHOLAS J.	2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,628.42
Total INSPECTION:											
		1	2,080.00	80.00	.00	.00	.00	.00	.00	.00	1,628.42
31210	BARNES, DERRICK S.	3,199.25	82.50	.00	143.25	.00	.00	.00	.00	.00	2,202.54
31185	CASEY, DANA R.	3,241.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,201.97
31190	DAYTON, BRYAN K.	3,213.62	80.00	.00	.00	.00	.00	.00	.00	.00	2,206.14
30678	DICKINSON, ADAM L.	3,838.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,633.18
31230	MC COLLOUGH, DOUGLAS J.	3,245.36	80.50	.00	30.14	.00	.00	.00	.00	.00	2,285.06
31184	MOURTON, RUSSELL E.	3,243.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,883.65
31240	NEWMAN, BRADY N.	2,220.64	80.50	.00	20.63	.00	.00	.00	.00	.00	1,639.23
31186	ORTON, RYAN D.	3,914.01	86.50	.00	425.20	.00	.00	.00	.00	.00	2,677.62
30918	PARKHILL, MARTY E.	3,854.40	88.00	.00	.00	.00	.00	.00	.00	.00	2,672.58
Total LINE DEPARTMENT:											
		9	29,970.48	738.00	.00	619.22	.00	.00	.00	.00	20,401.97
30976	MADSEN, TODD M.	1,776.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,305.52
31188	PASCHKE, RODNEY A.	1,713.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,156.01
Total METER DEPARTMENT:											
		2	3,490.41	160.00	.00	.00	.00	.00	.00	.00	2,461.53
61250	BERTRAN, ARIEL L.	2,589.23	80.00	.00	.00	.00	.00	.00	.00	.00	1,817.44
Total PLANNING/ZONING:											
		1	2,589.23	80.00	.00	.00	.00	.00	.00	.00	1,817.44
41169	CLARK, TERRI L.	1,455.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,121.59
41480	DILLEY, JEAN M.	2,302.36	100.00	.00	115.62	.00	616.64	.00	.00	.00	1,583.50
41390	NOWELL, TANNER J.	3,170.16	106.00	.00	1,038.96	.00	.00	.00	.00	.00	2,167.08
41475	RUSH, DEBORAH G.	2,085.29	89.00	.00	32.03	.00	341.76	.00	.00	.00	1,448.93
41510	WHITEHILL, AUDRIANA G.	1,577.26	84.00	.00	109.26	.00	.00	.00	.00	.00	1,135.56
41207	WINDSCHITL, JOAN E.	1,838.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,148.12
Total POLICE DEPARTMENT-D:											
		6	12,428.67	539.00	.00	1,295.87	.00	958.40	.00	.00	8,604.78
41430	BASINGER, RYAN A.	2,521.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,846.44

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
41535	HOLCOMBE, IAN J.	2,016.80	84.00	.00	.00	.00	.00	.00	.00	.00	1,478.10
41191	HOUGE, CLINTON J.	2,643.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,874.15
41453	LEHMAN, MICHEAL L.	2,479.64	84.00	.00	.00	.00	.00	.00	.00	.00	1,835.15
41479	LUFT, ANTHONY J.	2,568.00	98.50	21.16	.00	.00	.00	.00	.00	.00	1,914.40
41230	MCKINLEY, ERIC K.	2,779.80	84.00	.00	.00	.00	.00	.00	.00	.00	2,075.12
41110	MORK, SHILOH B.	3,295.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,229.83
41471	MOURLAM, DALTON G.	2,406.84	84.00	.00	.00	.00	.00	.00	.00	.00	1,725.13
41225	PRITCHARD, BRANDON D.	2,618.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,873.90
41426	ROSE, DYLAN M.	2,476.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,657.94
41450	THUMMA, STEVEN L.	2,426.52	84.00	.00	.00	.00	.00	.00	.00	.00	1,468.57
41495	WATKINS, MARK D.	2,549.36	84.00	.00	.00	.00	.00	.00	.00	.00	1,902.24
Total POLICE DEPARTMENT-O:											
		12	30,782.37	1,018.50	21.16	.00	.00	.00	.00	.00	21,880.97
51195	RODEN, JACOB J.	1,923.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,332.44
Total PUBLIC GROUNDS:											
		1	1,923.20	80.00	.00	.00	.00	.00	.00	.00	1,332.44
61255	DRUBE, DERRICK DANIEL	1,923.10	80.00	.00	.00	.00	.00	.00	.00	.00	1,377.10
Total PUBLIC WORKS:											
		1	1,923.10	80.00	.00	.00	.00	.00	.00	.00	1,377.10
81653	BINDER, MEREDITH K.	377.00	29.00	.00	.00	.00	.00	.00	.00	324.45	.00
81726	BINDER, RILEY K.	46.00	4.00	.00	.00	.00	.00	.00	.00	.00	42.48
81743	DINSDALE, SOPHIE J.	108.00	9.00	.00	.00	.00	.00	.00	.00	.00	99.73
81708	GALLENLINE, ABIGAIL M.	98.00	8.00	.00	.00	.00	.00	.00	.00	90.50	.00
81746	GALLENLINE, OLIVIA M.	48.00	4.00	.00	.00	.00	.00	.00	.00	44.32	.00
81740	GARVEY, ANNE N.	57.00	4.75	.00	.00	.00	.00	.00	.00	.00	52.64
70107	GLASCOCK, MARK A.	1,821.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,217.77
81711	HANSEN, ELLA M.	136.00	12.00	.00	.00	.00	.00	.00	.00	.00	125.60
70975	LESHER, BREANNE M.	2,892.01	80.00	.00	.00	.00	.00	.00	.00	.00	2,001.26
81651	LINDSTROM, SARAH J.	216.00	18.00	.00	.00	.00	.00	.00	.00	185.84	.00
81689	NELSEN, DENISE L.	784.50	50.00	.00	.00	.00	.00	.00	.00	.00	649.54
81757	NOHRENBERG, BONNIE RAE	48.00	4.00	.00	.00	.00	.00	.00	.00	.00	44.32
81742	OUIVERSON, ERIN A.	33.00	3.00	.00	.00	.00	.00	.00	.00	.00	30.47
81744	PECK, EMMA G.	362.25	31.75	.00	.00	.00	.00	.00	.00	.00	334.54
81748	PETERSON, AVA	48.00	4.00	.00	.00	.00	.00	.00	.00	.00	44.32
31195	PETERSON, RICK E.	1,940.98	83.00	.00	103.37	.00	.00	.00	.00	.00	1,379.17
81665	PRUISMANN, LINDA A.	873.62	52.25	.00	.00	.00	.00	.00	.00	.00	673.29
81719	SCHULTZ, CAMDEN J.	168.00	14.00	.00	.00	.00	.00	.00	.00	.00	155.14
81470	SPELLMEYER, WILLIAM C.	353.57	24.25	.00	.00	.00	.00	.00	.00	279.28	.00
81747	STANLEY, KAMEY	24.00	2.00	.00	.00	.00	.00	.00	.00	22.16	.00
81718	THONGSOUK, TAHSAYIA W.	48.00	4.00	.00	.00	.00	.00	.00	.00	.00	44.32
Total RECREATION:											
		21	10,483.53	521.00	.00	103.37	.00	.00	.00	946.55	6,894.59
51187	BAHRENFUSS, BRANDON D.	2,953.98	82.00	.00	106.77	.00	.00	.00	.00	.00	2,074.60
51210	DANIELS, JACOB S.	1,961.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.41
51225	JONDAL, KOOPER M.	1,840.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,449.86
51220	KLIEGL, SHAWN A.	2,038.38	85.75	.00	198.38	.00	.00	.00	.00	.00	1,448.81
51190	RATCLIFF, BRETT D.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,474.91
51230	SCHEUERMANN, RILEE C.	1,874.50	81.00	.00	34.50	.00	.00	.00	.00	.00	1,409.33

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
51184	WILLIAMS, ZACHARY W.	2,345.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,631.32
51205	YOUNGDALE, COLE C.	2,286.65	82.00	.00	82.65	.00	.00	.00	.00	.00	1,628.30
Total STREET DEPARTMENT:											
		8	17,431.91	650.75	.00	422.30	.00	.00	.00	.00	12,489.54
30772	DINGMAN, CHAD M.	2,584.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,958.95
30977	JACKSON, JEFFREY S.	2,014.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,433.27
31179	WEST, JOHN A.	2,350.48	88.00	.00	.00	.00	.00	.00	.00	.00	1,774.37
Total WASTEWATER:											
		3	6,949.68	248.00	.00	.00	.00	.00	.00	.00	5,166.59
31189	CHAMBERS, TODD A.	2,429.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,635.97
31220	FARWELL, GREGORY A.	2,691.61	91.50	.00	108.83	.00	.00	.00	.00	.00	1,892.70
31215	KNOWLES, NICHOLAS A.	3,480.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,318.14
31245	NELSON, BENJAMIN J.	2,434.25	90.00	.00	80.25	.00	.00	.00	.00	.00	1,744.55
31225	PARKER, LOGAN M.	1,830.06	81.50	.00	50.06	.00	.00	.00	.00	.00	1,288.50
Total WATER PLANT:											
		5	12,866.32	423.00	.00	239.14	.00	.00	.00	.00	8,879.86
Grand Totals:											
		118	185,458.03	6,198.25	21.16	2,679.90	.00	958.40	3,328.00	320.00	2,624.69

RESOLUTION NO. 2023 -

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 \$440,335.76 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 17TH day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HAMILTON COUNTY ECON DEV (7467)							
PYMT #2	1	Invoice	SHARE OF COVID-19 EDA-50%	04/12/2023	1,250.00	10/23	601-23-36-5393-213
PYMT #2	2	Invoice	SHARE OF COVID-19 EDA-50%	04/12/2023	1,250.00	10/23	100-23-36-5393-213
Total PYMT #2:					2,500.00		
Total HAMILTON COUNTY ECON DEV (7467):					2,500.00		
Total 04/12/2023:					2,500.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
SCULLY, JEREMY (7706)							
041423	1	Invoice	REFUND ON TRAFFIC TICKET	04/11/2023	71.93	10/23	100-18-21-4110-701
Total 041423:					71.93		
Total SCULLY, JEREMY (7706):					71.93		
Total 04/14/2023:					71.93		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AGSOURCE (4458)							
PS-INV2612	1	Invoice	DRINKING WATER	03/30/2023	138.00	10/23	602-23-62-5662-212
Total PS-INV261261:					138.00		
Total AGSOURCE (4458):					138.00		
AHLERS & COONEY, P.C. (22)							
840320	1	Invoice	INDUSTRIAL TREATMENT AGREEMENTS - W	03/31/2023	2,236.00	10/23	603-23-70-5652-860
Total 840320:					2,236.00		
841583	1	Invoice	PURCHASING POLICY REVIEW	03/24/2023	21.38	10/23	100-24-30-5380-212
841583	2	Invoice	PURCHASING POLICY REVIEW	03/24/2023	21.38	10/23	601-24-30-5380-212
841583	3	Invoice	PURCHASING POLICY REVIEW	03/24/2023	21.38	10/23	602-24-30-5380-212
841583	4	Invoice	PURCHASING POLICY REVIEW	03/24/2023	21.36	10/23	603-24-30-5380-212
Total 841583:					85.50		
841779	1	Invoice	SOLAR ORDINANCE REVIEW	03/31/2023	1,505.00	10/23	100-24-18-5470-212
Total 841779:					1,505.00		
Total AHLERS & COONEY, P.C. (22):					3,826.50		
AMAZON CAPITAL SERVICES (7618)							
1467-74XN-	1	Invoice	TIMBERLAND BOOTS-OFFICER ROSE	04/01/2023	120.97	10/23	100-21-21-5110-312
Total 1467-74XN-CR47:					120.97		
14KX-D1R9-	1	Invoice	PKG 2 CALCULATOR RIBBON (BLACK/RED)	04/01/2023	4.41	10/23	100-24-14-5435-316
14KX-D1R9-	2	Invoice	PKG 2 CALCULATOR RIBBON (BLACK/RED)	04/01/2023	31.82	10/23	601-23-80-5921-316
14KX-D1R9-	3	Invoice	PKG 2 CALCULATOR RIBBON (BLACK/RED)	04/01/2023	9.79	10/23	602-23-80-5921-316
14KX-D1R9-	4	Invoice	PKG 2 CALCULATOR RIBBON (BLACK/RED)	04/01/2023	2.94	10/23	603-23-80-5921-316
Total 14KX-D1R9-FRL4:					48.96		
163L-JGMK-	1	Invoice	FOB REPLACEMENT-PD	04/01/2023	14.95	10/23	100-21-21-5110-314
163L-JGMK-	2	Invoice	MALE ADAPTER-PD	04/01/2023	8.99	10/23	100-21-21-5110-318
163L-JGMK-	3	Invoice	REPLACEMENT DOCK-LESHER	04/01/2023	26.25	10/23	100-24-16-5420-317
163L-JGMK-	4	Invoice	REPLACEMENT DOCK-LESHER	04/01/2023	96.25	10/23	601-24-16-5921-317
163L-JGMK-	5	Invoice	REPLACEMENT DOCK-LESHER	04/01/2023	26.25	10/23	602-24-16-5921-317
163L-JGMK-	6	Invoice	REPLACEMENT DOCK-LESHER	04/01/2023	26.25	10/23	603-24-16-5921-317
Total 163L-JGMK-C9HQ:					198.94		
174D-X3QG-	1	Invoice	FLASH DRIVES FOR CLOSED SESSIONS	04/01/2023	4.46	10/23	100-24-14-5435-316
174D-X3QG-	2	Invoice	FLASH DRIVES FOR CLOSED SESSIONS	04/01/2023	32.18	10/23	601-23-80-5921-316
174D-X3QG-	3	Invoice	FLASH DRIVES FOR CLOSED SESSIONS	04/01/2023	9.90	10/23	602-23-80-5921-316
174D-X3QG-	4	Invoice	FLASH DRIVES FOR CLOSED SESSIONS	04/01/2023	2.96	10/23	603-23-80-5921-316
Total 174D-X3QG-CKD3:					49.50		
1939-YN9H-	1	Invoice	PAPER SHREDDER SHARPENING SHEETS-P	04/01/2023	21.24	10/23	100-21-21-5180-316
Total 1939-YN9H-DNTC:					21.24		
19XK-QQGW	1	Invoice	10-CALCULATOR RIBBON	04/01/2023	5.63	10/23	100-24-14-5435-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
19XK-QQGW	2	Invoice	10-CALCULATOR RIBBON	04/01/2023	40.62	10/23	601-23-80-5921-316
19XK-QQGW	3	Invoice	10-CALCULATOR RIBBON	04/01/2023	12.50	10/23	602-23-80-5921-316
19XK-QQGW	4	Invoice	10-CALCULATOR RIBBON	04/01/2023	3.75	10/23	603-23-80-5921-316
Total 19XK-QQGW-DTPW:					62.50		
1C61-J4LG-	1	Invoice	CORD PROTECTORS-PD	04/01/2023	30.97	10/23	100-21-21-5110-316
1C61-J4LG-	2	Invoice	PC CABLE MANAGEMENT-IT	04/01/2023	7.65	10/23	100-24-16-5420-399
1C61-J4LG-	3	Invoice	PC CABLE MANAGEMENT-IT	04/01/2023	28.03	10/23	601-24-16-5930-399
1C61-J4LG-	4	Invoice	PC CABLE MANAGEMENT-IT	04/01/2023	7.65	10/23	602-24-16-5930-399
1C61-J4LG-	5	Invoice	PC CABLE MANAGEMENT-IT	04/01/2023	7.65	10/23	603-24-16-5921-399
Total 1C61-J4LG-DCL3:					81.95		
1FT4-LTWY-	1	Invoice	RETURN 1 PKG CACULATOR RIBBON	04/01/2023	3.60-	10/23	100-24-14-5435-316
1FT4-LTWY-	2	Invoice	RETURN 1 PKG CACULATOR RIBBON	04/01/2023	25.97-	10/23	601-23-80-5921-316
1FT4-LTWY-	3	Invoice	RETURN 1 PKG CACULATOR RIBBON	04/01/2023	7.99-	10/23	602-23-80-5921-316
1FT4-LTWY-	4	Invoice	RETURN 1 PKG CACULATOR RIBBON	04/01/2023	2.40-	10/23	603-23-80-5921-316
Total 1FT4-LTWY-GF19:					39.96-		
1PK6-KPRP-	1	Invoice	TONER CARTRIDGE REPLACEMENT-WWTP	04/01/2023	131.95	10/23	603-23-70-5921-316
Total 1PK6-KPRP-CK1C:					131.95		
1Q3K-3VMH-	1	Invoice	REPLACEMENT MOUSE/AA BATTERIES	04/01/2023	5.90	10/23	100-24-16-5420-399
1Q3K-3VMH-	2	Invoice	REPLACEMENT MOUSE/AA BATTERIES	04/01/2023	21.62	10/23	601-24-16-5930-399
1Q3K-3VMH-	3	Invoice	REPLACEMENT MOUSE/AA BATTERIES	04/01/2023	5.90	10/23	602-24-16-5930-399
1Q3K-3VMH-	4	Invoice	REPLACEMENT MOUSE/AA BATTERIES	04/01/2023	5.90	10/23	603-24-16-5921-399
Total 1Q3K-3VMH-D7N6:					39.32		
1QHY-FHP1-	1	Invoice	REPLACEMENT KEYBOARD/MOUSE	04/01/2023	22.76	10/23	100-24-16-5420-399
1QHY-FHP1-	2	Invoice	REPLACEMENT KEYBOARD/MOUSE	04/01/2023	83.48	10/23	601-24-16-5930-399
1QHY-FHP1-	3	Invoice	REPLACEMENT KEYBOARD/MOUSE	04/01/2023	22.76	10/23	602-24-16-5930-399
1QHY-FHP1-	4	Invoice	REPLACEMENT KEYBOARD/MOUSE	04/01/2023	22.76	10/23	603-24-16-5921-399
Total 1QHY-FHP1-9NLW:					151.76		
1QVP-7RXT-	1	Invoice	5-PKGS OF TWO CALCULATOR RIBBON	04/01/2023	3.18	10/23	100-24-14-5435-316
1QVP-7RXT-	2	Invoice	5-PKGS OF TWO CALCULATOR RIBBON	04/01/2023	23.01	10/23	601-23-80-5921-316
1QVP-7RXT-	3	Invoice	5-PKGS OF TWO CALCULATOR RIBBON	04/01/2023	7.09	10/23	602-23-80-5921-316
1QVP-7RXT-	4	Invoice	5-PKGS OF TWO CALCULATOR RIBBON	04/01/2023	2.12	10/23	603-23-80-5921-316
Total 1QVP-7RXT-9WPK:					35.40		
1QVP-7RXT-	1	Invoice	4-CALCULATOR RIBBON(BLACK/RED)	04/01/2023	3.09	10/23	100-24-14-5435-316
1QVP-7RXT-	2	Invoice	4-CALCULATOR RIBBON(BLACK/RED)	04/01/2023	22.36	10/23	601-23-80-5921-316
1QVP-7RXT-	3	Invoice	4-CALCULATOR RIBBON(BLACK/RED)	04/01/2023	6.89	10/23	602-23-80-5921-316
1QVP-7RXT-	4	Invoice	4-CALCULATOR RIBBON(BLACK/RED)	04/01/2023	2.06	10/23	603-23-80-5921-316
Total 1QVP-7RXT-9X9H:					34.40		
1QVP-7RXT-	1	Invoice	CLOCKS FOR CITY HALL	04/01/2023	199.65	10/23	100-24-36-5480-318
1QVP-7RXT-	2	Invoice	CLOCKS FOR CITY HALL	04/01/2023	142.61	10/23	601-23-36-5480-318
1QVP-7RXT-	3	Invoice	CLOCKS FOR CITY HALL	04/01/2023	114.08	10/23	602-23-36-5480-318
1QVP-7RXT-	4	Invoice	CLOCKS FOR CITY HALL	04/01/2023	114.08	10/23	603-23-36-5480-318
1QVP-7RXT-	5	Invoice	AIR FILTERS-CITY HALL	04/01/2023	55.86	10/23	100-24-36-5480-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1QVP-7RXT-	6	Invoice	AIR FILTERS-CITY HALL	04/01/2023	153.62	10/23	601-23-36-5480-318
1QVP-7RXT-	7	Invoice	AIR FILTERS-CITY HALL	04/01/2023	34.91	10/23	602-23-36-5480-318
1QVP-7RXT-	8	Invoice	AIR FILTERS-CITY HALL	04/01/2023	34.91	10/23	603-23-36-5480-318
1QVP-7RXT-	9	Invoice	LOGO PIN PLATES	04/01/2023	8.18	10/23	100-24-12-5430-316
1QVP-7RXT-	10	Invoice	LOGO PIN PLATES	04/01/2023	22.48	10/23	601-23-81-5921-316
1QVP-7RXT-	11	Invoice	LOGO PIN PLATES	04/01/2023	5.11	10/23	602-23-81-5921-316
1QVP-7RXT-	12	Invoice	LOGO PIN PLATES	04/01/2023	5.11	10/23	603-23-81-5921-316
Total 1QVP-7RXT-DVQD:					890.60		
1QVP-7RXT-	1	Invoice	12 PK BOX BATTERIES-PD	04/01/2023	87.96	10/23	100-21-21-5110-318
Total 1QVP-7RXT-G7WJ:					87.96		
1R7D-K14Y-	1	Invoice	10x7 EMERGENCY BOILER SIGN	04/01/2023	11.75	10/23	100-22-42-5233-318
Total 1R7D-K14Y-9L6C:					11.75		
1VQX-XYXC-	1	Invoice	REPLACEMENT SSD DRIVE-SURVEY LAPTO	04/01/2023	3.30	10/23	100-24-16-5420-399
1VQX-XYXC-	2	Invoice	REPLACEMENT SSD DRIVE-SURVEY LAPTO	04/01/2023	12.09	10/23	601-24-16-5930-399
1VQX-XYXC-	3	Invoice	REPLACEMENT SSD DRIVE-SURVEY LAPTO	04/01/2023	3.30	10/23	602-24-16-5930-399
1VQX-XYXC-	4	Invoice	REPLACEMENT SSD DRIVE-SURVEY LAPTO	04/01/2023	3.30	10/23	603-24-16-5921-399
Total 1VQX-XYXC-FY6Y:					21.99		
1XNR-P7NC-	1	Invoice	CORK BOARD REPLACEMENT	04/01/2023	5.94	10/23	100-24-16-5420-399
1XNR-P7NC-	2	Invoice	CORK BOARD REPLACEMENT	04/01/2023	21.76	10/23	601-24-16-5930-399
1XNR-P7NC-	3	Invoice	CORK BOARD REPLACEMENT	04/01/2023	5.94	10/23	602-24-16-5930-399
1XNR-P7NC-	4	Invoice	CORK BOARD REPLACEMENT	04/01/2023	5.94	10/23	603-24-16-5921-399
Total 1XNR-P7NC-DKJY:					39.58		
Total AMAZON CAPITAL SERVICES (7618):					1,988.81		
ARNOLD MOTOR SUPPLY (68)							
26NV083628	1	Invoice	(2) VIBRATION PADS	03/31/2023	49.98	10/23	100-23-42-5371-311
Total 26NV083628:					49.98		
26NV083856	1	Invoice	(1) DURACELL BATTERY	04/05/2023	6.89	10/23	100-21-21-5110-318
Total 26NV083856:					6.89		
Total ARNOLD MOTOR SUPPLY (68):					56.87		
ARTHUR J. GALLAGHER RISK (6051)							
4637739	1	Invoice	AIRPORT LIABILITY INSURANCE	03/29/2023	2,547.00	10/23	205-23-45-5372-217
Total 4637739:					2,547.00		
Total ARTHUR J. GALLAGHER RISK (6051):					2,547.00		
AVAILA BANK (6318)							
040123	1	Invoice	FULLER HALL PRINCIPAL PYMT	04/01/2023	5,386.88	10/23	300-22-98-5295-910
040123	2	Invoice	FULLER HALL INTEREST PYMT	04/01/2023	3,767.42	10/23	300-22-98-5295-911
Total 040123:					9,154.30		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total AVAILA BANK (6318):					9,154.30		
BEACON ATHLETICS LLC (7698)							
0566974-IN	1	Invoice	BLK 4'x50' WINDSCREEN W/CITY LOGO	03/31/2023	675.00	10/23	100-22-42-5210-318
Total 0566974-IN:					675.00		
Total BEACON ATHLETICS LLC (7698):					675.00		
BLUE TO GOLD, LLC. (7701)							
WAT-23-LS-I	1	Invoice	TRAINING x4 - OFFICER ROSE	04/05/2023	495.00	10/23	100-21-21-5110-231
Total WAT-23-LS-IGS0004:					495.00		
Total BLUE TO GOLD, LLC. (7701):					495.00		
BOLTON & MENK INC. (106)							
0309419	1	Invoice	ENG SVC - WATER PLANT IMPROVEMENTS -	03/31/2023	2,610.00	10/23	602-23-61-5651-212
Total 0309419:					2,610.00		
0309421	1	Invoice	ENG SVC - RO WATER PLANT SITE EVAL. - P	03/31/2023	4,824.50	10/23	602-23-62-5935-870
Total 0309421:					4,824.50		
0309435	1	Invoice	ENG - WASTEWATER DESIGN-FACILITY IMP	03/31/2023	23,512.00	10/23	603-23-70-5652-860
Total 0309435:					23,512.00		
Total BOLTON & MENK INC. (106):					30,946.50		
BOMGAARS (5165)							
62971961	1	Invoice	FASTENERS/ELEC COVER-FULLER HALL	03/24/2023	38.76	10/23	100-22-42-5233-310
Total 62971961:					38.76		
62972988	1	Invoice	SUPPLIES FOR CEMETERY BUILDING	03/27/2023	68.00	10/23	100-23-42-5371-310
Total 62972988:					68.00		
62973407	1	Invoice	FITTING/PIPE NIPPLE/COUPLING/PLUG/BAT	03/28/2023	151.26	10/23	602-23-62-5662-311
Total 62973407:					151.26		
62974043	1	Invoice	FASTENERS-CEMETERY BUILDING	03/30/2023	1.10	10/23	100-23-42-5371-310
Total 62974043:					1.10		
62974049	1	Invoice	FULLER HALL SUPPLIES	03/30/2023	42.54	10/23	100-22-42-5233-318
Total 62974049:					42.54		
62974367	1	Invoice	FILTER-WTP	03/31/2023	43.45	10/23	602-23-61-5642-318
Total 62974367:					43.45		
62975252	1	Invoice	GAUGE	04/03/2023	111.96	10/23	602-23-62-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62975252:					111.96		
62975258	1	Invoice	REFUND FROM INV 62975252	04/03/2023	55.98-	10/23	602-23-62-5662-318
Total 62975258:					55.98-		
62975265	1	Invoice	TUBING/BLADE/CORD/CLAMP-WTP	04/03/2023	59.66	10/23	602-23-61-5642-318
Total 62975265:					59.66		
62975440	1	Invoice	RECEPTACL-CEMETERY BUILDING	04/03/2023	25.99	10/23	100-23-42-5371-310
Total 62975440:					25.99		
62975654	1	Invoice	FASTENERS-CEMETERY BUILDING	04/04/2023	33.16	10/23	100-23-42-5371-310
Total 62975654:					33.16		
62975953	1	Invoice	2-MAILBOX POSTS	04/05/2023	111.98	10/23	204-23-30-5310-318
Total 62975953:					111.98		
62976000	1	Invoice	CONCRETE MIX	04/05/2023	8.98	10/23	204-23-30-5320-299
Total 62976000:					8.98		
62976387	1	Invoice	SILICONE/CONST GLUE/BIT/REDUCING ELB	04/06/2023	26.76	10/23	100-23-42-5371-318
Total 62976387:					26.76		
62976494	1	Invoice	UTILITY BOX/COVER/SWITCH	04/06/2023	10.67	10/23	602-23-62-5662-311
Total 62976494:					10.67		
62977715	1	Invoice	THREADED ROD/FASTENERS	04/10/2023	27.34	10/23	602-23-62-5662-318
Total 62977715:					27.34		
62977752	1	Invoice	ADAPTERS/SINK SUPPLY TUBE/P-TRAP	04/10/2023	39.94	10/23	100-23-42-5371-318
Total 62977752:					39.94		
62977781	1	Invoice	FASTENERS-WTP	04/10/2023	4.37	10/23	602-23-62-5662-318
Total 62977781:					4.37		
Total BOMGAARS (5165):					749.94		
BORDER STATES INDUSTRIES INC (109)							
926029528	1	Invoice	(25)FITALL FUSE	03/29/2023	121.98	10/23	601-23-52-5588-318
Total 926029528:					121.98		
926029533	1	Invoice	(100) SPLIT BOLTS	03/29/2023	3,226.05	10/23	601-23-52-5588-318
Total 926029533:					3,226.05		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
926057492	1	Invoice	(50) WHITE SPOOLS	04/03/2023	82.93	10/23	601-23-52-5588-318
Total 926057492:					82.93		
Total BORDER STATES INDUSTRIES INC (109):					3,430.96		
BRIGHTLY SOFTWARE, INC. (7630)							
INV-204780	1	Invoice	EXISTING MERCH/FINANCIAL EXPORT CON	03/29/2023	6,866.51	10/23	100-21-18-5190-215
Total INV-204780:					6,866.51		
Total BRIGHTLY SOFTWARE, INC. (7630):					6,866.51		
CAPITAL SANITARY SUPPLY (6096)							
C365318	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	03/29/2023	93.22	10/23	100-24-36-5480-318
C365318	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	03/29/2023	66.60	10/23	601-23-36-5480-318
C365318	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	03/29/2023	53.28	10/23	602-23-36-5480-318
C365318	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	03/29/2023	53.28	10/23	603-23-36-5480-318
Total C365318:					266.38		
C365318A	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	04/05/2023	16.94	10/23	100-24-36-5480-318
C365318A	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	04/05/2023	12.10	10/23	601-23-36-5480-318
C365318A	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	04/05/2023	9.68	10/23	602-23-36-5480-318
C365318A	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	04/05/2023	9.68	10/23	603-23-36-5480-318
Total C365318A:					48.40		
C365710	1	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-21-22-5140-316
C365710	2	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	204-23-30-5310-316
C365710	3	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	603-23-70-5921-316
C365710	4	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-23-42-5371-316
C365710	5	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	602-23-61-5921-316
C365710	6	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-21-18-5190-316
C365710	7	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-23-43-5361-316
C365710	8	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	601-24-16-5921-316
C365710	9	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-22-42-5233-316
C365710	10	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	601-23-52-5921-316
C365710	11	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-21-21-5110-316
C365710	12	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	9.90	10/23	100-24-18-5470-316
C365710	13	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	10.20	10/23	100-24-12-5430-316
C365710	14	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	18.57	10/23	602-23-81-5921-316
C365710	15	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	4.78	10/23	603-23-81-5921-316
C365710	16	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	30.14	10/23	601-23-81-5921-316
C365710	17	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	5.62	10/23	100-24-14-5435-316
C365710	18	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	11.88	10/23	602-23-80-5921-316
C365710	19	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	2.87	10/23	603-23-80-5921-316
C365710	20	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	29.98	10/23	601-23-80-5921-316
C365710	21	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	2.92	10/23	100-24-30-5380-316
C365710	22	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	2.92	10/23	601-24-30-5380-316
C365710	23	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	4.46	10/23	602-24-30-5380-316
C365710	24	Invoice	4 BOXES WHITE COPY PAPER	04/05/2023	4.46	10/23	603-24-30-5380-316
Total C365710:					247.60		
C365813	1	Invoice	CLEANING SUPPLIES-FULLER HALL	04/05/2023	161.40	10/23	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total C365813:					161.40		
Total CAPITAL SANITARY SUPPLY (6096):					723.78		
CENTRAL IOWA BLDG SUPPLY (1298)							
1015521	1	Invoice	EMERGENCY STOP BUTTON	03/28/2023	63.10	10/23	100-22-42-5233-310
Total 1015521:					63.10		
Total CENTRAL IOWA BLDG SUPPLY (1298):					63.10		
CENTRAL IOWA FARM STORE (7129)							
2353	1	Invoice	NEW GRAVELY 52" ZEROTURN MOWER	04/05/2023	9,000.00	10/23	100-41-42-5371-515
Total 2353:					9,000.00		
R14037M	1	Invoice	PARTS FOR GRAVELY MOWER	04/05/2023	430.00	10/23	100-23-42-5371-314
Total R14037M:					430.00		
Total CENTRAL IOWA FARM STORE (7129):					9,430.00		
CENTURY LINK (4614)							
832-9166 03/	1	Invoice	PHONE SERVICE - POLICE DEPT	03/22/2023	369.42	10/23	100-21-21-5110-230
Total 832-9166 03/22/23:					369.42		
E65-4065 04/	1	Invoice	ALARM CIRCUIT LINE	04/01/2023	148.00	10/23	100-21-22-5140-230
Total E65-4065 04/01/23:					148.00		
Total CENTURY LINK (4614):					517.42		
CLEAN ALL (7699)							
28143	1	Invoice	CLEANING SERVICES-FULLER HALL LOCKE	03/31/2023	1,386.35	10/23	100-22-42-5233-299
Total 28143:					1,386.35		
Total CLEAN ALL (7699):					1,386.35		
COUNSEL (3995)							
23AR128949	1	Invoice	PRINTER CONTRACT - PD DEPT	03/27/2023	36.38	10/23	100-21-21-5110-225
Total 23AR1289490:					36.38		
23AR129892	1	Invoice	PRINTER CONTRACT - STREET DEPT	04/02/2023	41.78	10/23	204-23-30-5310-225
Total 23AR1298923:					41.78		
23AR129937	1	Invoice	PRINTER CONTRACT - CEMETARY	04/02/2023	27.71	10/23	100-23-42-5371-299
Total 23AR1299372:					27.71		
23AR129937	1	Invoice	PRINTER CONTRACT - INSPECTION	04/02/2023	28.94	10/23	100-21-18-5190-225
Total 23AR1299373:					28.94		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
23AR129937	1	Invoice	PRINTER CONTRACT - LINE DEPT	04/02/2023	28.73	10/23	601-23-52-5931-225
Total 23AR1299374:					28.73		
23AR129959	1	Invoice	PRINTER CONTRACT - WATER DEPT	04/03/2023	40.53	10/23	602-23-61-5931-225
Total 23AR1299595:					40.53		
23AR130233	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	04/05/2023	6.17	10/23	100-24-14-5435-225
23AR130233	2	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	04/05/2023	44.53	10/23	601-23-80-5931-225
23AR130233	3	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	04/05/2023	13.70	10/23	602-23-80-5931-225
23AR130233	4	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	04/05/2023	4.10	10/23	603-23-80-5931-225
Total 23AR1302330:					68.50		
23AR130463	1	Invoice	PRINTER CONTRACT - IT	04/09/2023	4.28	10/23	100-24-16-5420-299
23AR130463	2	Invoice	PRINTER CONTRACT - IT	04/09/2023	15.71	10/23	601-24-16-5935-299
23AR130463	3	Invoice	PRINTER CONTRACT - IT	04/09/2023	4.28	10/23	602-24-16-5935-299
23AR130463	4	Invoice	PRINTER CONTRACT - IT	04/09/2023	4.28	10/23	603-24-16-5935-299
Total 23AR1304639:					28.55		
Total COUNSEL (3995):					301.12		
CTS LANGUAGE LINK (6323)							
237466	1	Invoice	TELE LANGUAGE TRANSLATION/PD	04/01/2023	88.13	10/23	100-21-21-5110-225
237466	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	04/01/2023	11.97	10/23	601-23-80-5930-299
Total 237466:					100.10		
Total CTS LANGUAGE LINK (6323):					100.10		
CULLIGAN FORT DODGE (207)							
033123	1	Invoice	AIRPORT-SOFT WATER SERVICE	03/31/2023	135.00	10/23	205-23-45-5372-299
Total 033123:					135.00		
Total CULLIGAN FORT DODGE (207):					135.00		
DAILY FREEMAN JOURNAL, INC. (211)							
L09070 3/22/	1	Invoice	PH NOTICE- MAX LEVY	03/22/2023	151.00	10/23	100-24-14-5435-210
Total L09070 3/22/23:					151.00		
Total DAILY FREEMAN JOURNAL, INC. (211):					151.00		
DESIGNER GRAPHIX PLUS, INC (1214)							
2023-0060	1	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	4.25	10/23	100-24-30-5380-318
2023-0060	2	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	4.25	10/23	601-24-30-5380-318
2023-0060	3	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	4.25	10/23	602-24-30-5380-318
2023-0060	4	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	4.25	10/23	603-24-30-5380-318
2023-0060	5	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	1.00	10/23	100-23-31-5420-318
2023-0060	6	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	1.00	10/23	601-23-31-5420-318
2023-0060	7	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	1.00	10/23	602-23-31-5420-318
2023-0060	8	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	1.00	10/23	603-23-31-5420-318
2023-0060	9	Invoice	CITY LOGOS ON HELMETS, VESTS, JACKET	04/05/2023	21.00	10/23	100-21-18-5190-312

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 2023-0060:					42.00		
Total DESIGNER GRAPHIX PLUS, INC (1214):					42.00		
DON'S PEST CONTROL (3349)							
5760	1	Invoice	PEST CONTROL SERVICE	04/10/2023	50.00	10/23	602-23-61-5651-299
Total 5760:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		
ECHO GROUP, INC. (6306)							
S009969993.	1	Invoice	BOILER EMERGENCY STOP BUTTON	03/26/2023	146.96	10/23	100-22-42-5233-310
Total S009969993.001:					146.96		
Total ECHO GROUP, INC. (6306):					146.96		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000037819	1	Invoice	HEALTH INSURANCE - MAY 2023	04/05/2023	3,995.00	10/23	902-11100
000037819	2	Invoice	HEALTH INSURANCE - MAY 2023	04/05/2023	103,109.52	10/23	902-11215
Total 000037819:					107,104.52		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					107,104.52		
ESO SOLUTIONS, INC. (6616)							
ESO-104160	1	Invoice	ANNUAL FIRE REPORT SOFTWARE	02/28/2023	1,987.90	10/23	100-21-22-5140-215
Total ESO-104160:					1,987.90		
Total ESO SOLUTIONS, INC. (6616):					1,987.90		
FLETCHER-REINHARDT COMPANY (305)							
S1291203.00	1	Invoice	25-50 AMP FUSE KEARNEY	03/31/2023	105.67	10/23	601-23-52-5588-318
Total S1291203.005:					105.67		
S1295977.00	1	Invoice	CRIMPON/DEADEND BELLS/FITALL FUSES	03/24/2023	1,397.97	10/23	601-23-52-5588-318
Total S1295977.001:					1,397.97		
S1296518.00	1	Invoice	12-#12 AWG-4/0 CONNECTORS	03/22/2023	166.27	10/23	601-23-52-5588-318
Total S1296518.001:					166.27		
Total FLETCHER-REINHARDT COMPANY (305):					1,669.91		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
023774026	1	Invoice	GLOVES FOR OFFICER 681	03/07/2023	30.60	10/23	100-21-21-5110-312
Total 023774026:					30.60		
023798744	1	Invoice	OFFICER 682, 688, 683	03/09/2023	320.78	10/23	100-21-21-5110-312
Total 023798744:					320.78		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					351.38		
GORDON FLESCH COMPANY (6978)							
IN14160304	1	Invoice	CANON/IR C350IF	04/06/2023	11.40	10/23	100-24-12-5430-225
IN14160304	2	Invoice	CANON/IR C350IF	04/06/2023	31.35	10/23	601-23-81-5931-225
IN14160304	3	Invoice	CANON/IR C350IF	04/06/2023	7.13	10/23	602-23-81-5931-225
IN14160304	4	Invoice	CANON/IR C350IF	04/06/2023	7.13	10/23	603-23-81-5931-225
IN14160304	5	Invoice	CANON/IR C350IF	04/06/2023	5.13	10/23	100-24-14-5435-225
IN14160304	6	Invoice	CANON/IR C350IF	04/06/2023	37.05	10/23	601-23-80-5931-225
IN14160304	7	Invoice	CANON/IR C350IF	04/06/2023	11.40	10/23	602-23-80-5931-225
IN14160304	8	Invoice	CANON/IR C350IF	04/06/2023	3.42	10/23	603-23-80-5931-225
IN14160304	9	Invoice	CANON/IR C350IF	04/06/2023	4.85	10/23	100-24-30-5380-225
IN14160304	10	Invoice	CANON/IR C350IF	04/06/2023	4.84	10/23	601-24-30-5380-225
IN14160304	11	Invoice	CANON/IR C350IF	04/06/2023	4.84	10/23	602-24-30-5380-225
IN14160304	12	Invoice	CANON/IR C350IF	04/06/2023	4.84	10/23	603-24-30-5380-225
IN14160304	13	Invoice	CANON/IR C350IF	04/06/2023	18.81	10/23	100-21-18-5190-225
IN14160304	14	Invoice	CANON/IR C350IF	04/06/2023	18.81	10/23	100-24-18-5470-225
Total IN14160304:					171.00		
Total GORDON FLESCH COMPANY (6978):					171.00		
HANSEN, COLLEEN (3911)							
041123	1	Invoice	ENERGY EFFICIENCY REBATE-1325 GRAND	04/11/2023	150.00	10/23	601-23-36-5930-979
041123	2	Invoice	CB ENERGY EFFICIENT REBATE	04/11/2023	50.00	10/23	601-23-53-5930-979
Total 041123:					200.00		
Total HANSEN, COLLEEN (3911):					200.00		
HANSON, MARTY (378)							
041123	1	Invoice	EE LED LIGHTING REBATE/1722 DES MOINE	04/11/2023	12.54	10/23	601-23-36-5930-979
041123	2	Invoice	CB LED LIGHTING REBATE	04/11/2023	12.08	10/23	601-23-53-5930-979
Total 041123:					24.62		
Total HANSON, MARTY (378):					24.62		
HAWKINS, INC. (3668)							
6434935	1	Invoice	6-150LB CHLORINE CYLINDER/SODIUM BIS	03/29/2023	2,671.16	10/23	603-23-70-5641-318
Total 6434935:					2,671.16		
Total HAWKINS, INC. (3668):					2,671.16		
HYDRO KLEAN, INC. (422)							
082905	1	Invoice	3/18/23-3/31/23-CLEAN & TELEWISE LINES	03/31/2023	30,004.36	10/23	603-23-71-5673-229
Total 082905:					30,004.36		
Total HYDRO KLEAN, INC. (422):					30,004.36		
ILLINOIS MUNICIPAL LEAGUE (6016)							
1395	1	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	11.25	10/23	100-24-30-5380-210
1395	2	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	11.25	10/23	601-24-30-5380-210
1395	3	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	11.25	10/23	602-24-30-5380-210
1395	4	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	11.25	10/23	603-24-30-5380-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1395:					45.00		
Total ILLINOIS MUNICIPAL LEAGUE (6016):					45.00		
IMPACT7G (6507)							
29846	1	Invoice	ACM SURVEY & HAZ MATERIANIS INVENTOR	04/07/2023	8,270.00	10/23	603-23-70-5923-212
Total 29846:					8,270.00		
Total IMPACT7G (6507):					8,270.00		
IOWA COMMUNICATIONS NETWORK (7419)							
667953	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	04/05/2023	45.20	10/23	100-24-16-5420-299
667953	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	04/05/2023	45.20	10/23	204-24-16-5930-299
667953	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	04/05/2023	45.20	10/23	601-24-16-5935-299
667953	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	04/05/2023	45.20	10/23	602-24-16-5935-299
667953	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	04/05/2023	45.20	10/23	603-24-16-5935-299
Total 667953:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA ONE CALL (485)							
249605	1	Invoice	ONE CALL SERVICES	03/13/2023	16.66	10/23	601-23-52-5930-299
249605	2	Invoice	ONE CALL SERVICES	03/13/2023	2.27	10/23	602-23-62-5662-299
249605	3	Invoice	ONE CALL SERVICES	03/13/2023	2.27	10/23	603-23-71-5662-299
Total 249605:					21.20		
Total IOWA ONE CALL (485):					21.20		
IOWA STATE UNIVERSITY (495)							
041023	1	Invoice	2023 EXCAVATION SAFETY-BINDERT	04/10/2023	120.00	10/23	100-21-18-5190-231
Total 041023:					120.00		
041123	1	Invoice	MUTCD SIGNING REVIEW-WILLIAMS/DANIEL	04/11/2023	90.00	10/23	204-23-30-5310-231
Total 041123:					90.00		
041223	1	Invoice	2023 MOTOR GRADER WORKSHOP-BAHRE	04/12/2023	270.00	10/23	204-23-30-5310-231
Total 041223:					270.00		
Total IOWA STATE UNIVERSITY (495):					480.00		
JBS SANDBLASTING (7700)							
1022	1	Invoice	SANDBLAST/PAINT #69	03/28/2023	1,950.25	10/23	602-23-62-5662-311
Total 1022:					1,950.25		
Total JBS SANDBLASTING (7700):					1,950.25		
JCG LAND SERVICES, INC. (7689)							
6540.2	1	Invoice	WWTP - services associated with force main ro	03/29/2023	5,532.75	10/23	603-23-70-5652-860

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 6540.2:					5,532.75		
Total JCG LAND SERVICES, INC. (7689):					5,532.75		
KQWC RADIO STATION (553)							
0068 4/3/23	1	Invoice	RECYCLING ADS	04/03/2023	162.84	10/23	100-23-30-5340-235
Total 0068 4/3/23:					162.84		
Total KQWC RADIO STATION (553):					162.84		
LAMPERT LUMBER (564)							
1688952	1	Invoice	SUPPLIES FOR PUBLIC GROUNDS	03/30/2023	317.62	10/23	100-23-42-5371-318
Total 1688952:					317.62		
Total LAMPERT LUMBER (564):					317.62		
LEAGUE OF WISCONSIN MUNICIPALITIES (6028)							
85650	1	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	37.50	10/23	100-24-30-5380-210
85650	2	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	37.50	10/23	601-24-30-5380-210
85650	3	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	37.50	10/23	602-24-30-5380-210
85650	4	Invoice	PUBLIC WORKS DIR ADVERTISING	03/31/2023	37.50	10/23	603-24-30-5380-210
Total 85650:					150.00		
Total LEAGUE OF WISCONSIN MUNICIPALITIES (6028):					150.00		
LINCOLN AQUATICS (6202)							
D8810809	1	Invoice	12 LIFEGUARD FANNY PACKS	03/31/2023	103.05	10/23	100-22-42-5242-318
Total D8810809:					103.05		
Total LINCOLN AQUATICS (6202):					103.05		
MARTIN MARIETTA MATERIALS (601)							
38444591	1	Invoice	2" CLEAN ROCK	03/22/2023	638.18	10/23	204-23-30-5310-310
Total 38444591:					638.18		
Total MARTIN MARIETTA MATERIALS (601):					638.18		
MIDAMERICAN ENERGY (629)							
537858056	1	Invoice	BOOSTER STATION ELECTRICITY	03/30/2023	268.68	10/23	602-23-62-5662-237
Total 537858056:					268.68		
Total MIDAMERICAN ENERGY (629):					268.68		
MISSOURI MUNICIPAL LEAGUE (7705)							
68233895	1	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/11/2023	22.50	10/23	100-24-30-5380-210
68233895	2	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/11/2023	22.50	10/23	601-24-30-5380-210
68233895	3	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/11/2023	22.50	10/23	602-24-30-5380-210
68233895	4	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/11/2023	22.50	10/23	603-24-30-5380-210
Total 68233895:					90.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total MISSOURI MUNICIPAL LEAGUE (7705):					90.00		
MOORE CLEANING SERVICE, LLC (2902)							
041123	1	Invoice	CLEANING SERVICES FOR CITY HALL	04/11/2023	455.00	10/23	100-24-36-5480-299
041123	2	Invoice	CLEANING SERVICES FOR CITY HALL	04/11/2023	325.00	10/23	601-23-36-5480-299
041123	3	Invoice	CLEANING SERVICES FOR CITY HALL	04/11/2023	260.00	10/23	602-23-36-5480-299
041123	4	Invoice	CLEANING SERVICES FOR CITY HALL	04/11/2023	260.00	10/23	603-23-36-5480-299
Total 041123:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
NCL OF WISCONSIN, INC. (687)							
485222	1	Invoice	LAB SUPPLIES & CHEMICALS	03/30/2023	810.08	10/23	603-23-70-5642-319
Total 485222:					810.08		
Total NCL OF WISCONSIN, INC. (687):					810.08		
NOWELL, TANNER (5717)							
030723	1	Invoice	MEAL EXPENSE REIMBURSEMENT	03/07/2023	13.15	10/23	100-21-21-5110-231
Total 030723:					13.15		
Total NOWELL, TANNER (5717):					13.15		
P & P ELECTRIC (2978)							
16055	1	Invoice	SERVICE GENERATOR -CITY HALL	03/27/2023	198.18	10/23	100-24-36-5480-226
16055	2	Invoice	SERVICE GENERATOR -CITY HALL	03/27/2023	141.56	10/23	601-23-36-5480-226
16055	3	Invoice	SERVICE GENERATOR -CITY HALL	03/27/2023	113.25	10/23	602-23-36-5480-226
16055	4	Invoice	SERVICE GENERATOR -CITY HALL	03/27/2023	113.24	10/23	603-23-36-5480-226
Total 16055:					566.23		
Total P & P ELECTRIC (2978):					566.23		
PAGEL REPAIR (3497)							
330-68	1	Invoice	SC1 DND KEYS CUT	03/30/2023	35.00	10/23	100-21-21-5110-318
Total 330-68:					35.00		
Total PAGEL REPAIR (3497):					35.00		
PEPSI-COLA (7435)							
51062209	1	Invoice	POP & GATORADE FOR RESALE-FULLER HA	04/04/2023	369.94	10/23	100-22-42-5233-323
Total 51062209:					369.94		
Total PEPSI-COLA (7435):					369.94		
PLATINUM CONNECT, LLC. (7663)							
1003598	1	Invoice	TELEPHONE SERVICE	04/01/2023	3.06	10/23	100-24-12-5430-230
1003598	2	Invoice	TELEPHONE SERVICE	04/01/2023	8.41	10/23	601-23-81-5921-230
1003598	3	Invoice	TELEPHONE SERVICE	04/01/2023	1.91	10/23	602-23-81-5921-230
1003598	4	Invoice	TELEPHONE SERVICE	04/01/2023	1.91	10/23	603-23-81-5921-230
1003598	5	Invoice	TELEPHONE SERVICE	04/01/2023	1.38	10/23	100-24-14-5435-230
1003598	6	Invoice	TELEPHONE SERVICE	04/01/2023	9.94	10/23	601-23-80-5903-230
1003598	7	Invoice	TELEPHONE SERVICE	04/01/2023	3.06	10/23	602-23-80-5921-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1003598	8	Invoice	TELEPHONE SERVICE	04/01/2023	.92	10/23	603-23-80-5921-230
1003598	9	Invoice	TELEPHONE SERVICE	04/01/2023	3.82	10/23	100-24-30-5380-230
1003598	10	Invoice	TELEPHONE SERVICE	04/01/2023	3.82	10/23	601-24-30-5380-230
1003598	11	Invoice	TELEPHONE SERVICE	04/01/2023	3.82	10/23	602-24-30-5380-230
1003598	12	Invoice	TELEPHONE SERVICE	04/01/2023	3.82	10/23	603-24-30-5380-230
1003598	13	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	100-21-22-5140-230
1003598	14	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	100-23-42-5371-230
1003598	15	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	601-23-52-5588-230
1003598	16	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	100-22-42-5233-230
1003598	17	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	204-23-30-5310-230
1003598	18	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	602-23-61-5642-230
1003598	19	Invoice	TELEPHONE SERVICE	04/01/2023	15.29	10/23	603-23-70-5642-230
Total 1003598:					152.90		
Total PLATINUM CONNECT, LLC. (7663):					152.90		
PRAIRIE ENERGY COOPERATIVE (768)							
22685 04/06/	1	Invoice	AIRPORT ELECTRICITY/FIVE METERS	04/06/2023	700.48	10/23	205-23-45-5372-237
Total 22685 04/06/23:					700.48		
Total PRAIRIE ENERGY COOPERATIVE (768):					700.48		
PRINTING SERVICES, INC. (1130)							
702486-0	1	Invoice	FULLER HALL OFFICE SUPPLIES	03/27/2023	47.27	10/23	100-22-42-5233-318
Total 702486-0:					47.27		
Total PRINTING SERVICES, INC. (1130):					47.27		
SAFE BUILDING LLC (7669)							
1817	1	Invoice	CITY CODE CONSULTING AT MULTIPLE PRO	03/31/2023	1,000.00	10/23	100-21-18-5190-299
Total 1817:					1,000.00		
Total SAFE BUILDING LLC (7669):					1,000.00		
SCHWIETZ, NICOLAS (7702)							
041123	1	Invoice	CUSTOMER DEPOSIT REFUND	04/11/2023	10.34	10/23	601-21011
Total 041123:					10.34		
Total SCHWIETZ, NICOLAS (7702):					10.34		
SNYDER & ASSOCIATES (2951)							
123.0256.01-	1	Invoice	WEBSTER CITY SPLASH PAD- PROJ #123.02	03/31/2023	4,297.03	10/23	100-22-42-5210-880
Total 123.0256.01-1:					4,297.03		
Total SNYDER & ASSOCIATES (2951):					4,297.03		
STATE HYGIENIC LABORATORY (423)							
254009	1	Invoice	WASTEWATER TESTING	03/31/2023	862.50	10/23	603-23-70-5923-212
Total 254009:					862.50		
254010	1	Invoice	WATER PLANT TESTING	03/31/2023	201.50	10/23	602-23-61-5651-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 254010:					201.50		
Total STATE HYGIENIC LABORATORY (423):					1,064.00		
STEFFENSON, MIKE (7703)							
041123	1	Invoice	CUSTOMER DEPOSIT REFUND	04/11/2023	49.06	10/23	601-21011
Total 041123:					49.06		
Total STEFFENSON, MIKE (7703):					49.06		
STOREY KENWORTHY (5937)							
PINV108191	1	Invoice	PD BUSINESS CARDS-682,686,681,689,NOW	03/29/2023	225.00	10/23	100-21-21-5110-223
Total PINV1081913:					225.00		
Total STOREY KENWORTHY (5937):					225.00		
THE TRASHMAN, LLC (943)							
737-1771	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	26.95	10/23	100-24-36-5480-236
737-1771	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	19.25	10/23	601-23-36-5480-236
737-1771	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	15.40	10/23	602-23-36-5480-236
737-1771	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	15.40	10/23	603-23-36-5480-236
737-1771	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	77.00	10/23	100-22-42-5280-236
737-1771	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	204-23-30-5310-236
737-1771	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	16.50	10/23	100-21-22-5140-236
737-1771	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	77.00	10/23	100-22-42-5233-236
737-1771	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	601-23-52-5588-236
737-1771	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	603-23-70-5642-236
737-1771	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	100-22-42-5210-236
737-1771	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	602-23-61-5642-236
737-1771	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	03/31/2023	44.00	10/23	205-23-45-5372-236
Total 737-1771:					511.50		
737-1772	1	Invoice	DROP BOX CHARGES/EXTRA SVC	03/31/2023	294.00	10/23	100-23-30-5340-235
Total 737-1772:					294.00		
737-1773	1	Invoice	CURB RECYCLING - MARCH 2023	04/01/2023	13,090.60	10/23	100-23-30-5340-235
Total 737-1773:					13,090.60		
Total THE TRASHMAN, LLC (943):					13,896.10		
T-MOBILE (7288)							
973411563 0	1	Invoice	PHONE SVC/INSPECTION	03/23/2023	25.43	10/23	100-21-18-5190-230
973411563 0	2	Invoice	PHONE SVC/PD CAR PHONES	03/23/2023	152.58	10/23	100-21-21-5110-230
973411563 0	3	Invoice	PHONE SVC/INVESTIGATOR	03/23/2023	33.09	10/23	100-21-21-5110-230
973411563 0	4	Invoice	PD (GTAC)	03/23/2023	21.13	10/23	100-21-21-5110-230
973411563 0	5	Invoice	TOUGHBOOKS	03/23/2023	147.91	10/23	100-21-21-5110-230
Total 973411563 03/23/23:					380.14		
974816802 0	1	Invoice	PHONE SVC/ORTON	03/21/2023	14.98	10/23	601-23-52-5588-230
974816802 0	2	Invoice	PHONE SVC/ORTON	03/21/2023	14.99	10/23	601-23-51-5566-230
974816802 0	3	Invoice	PHONE SVC/BREANNE	03/21/2023	15.38	10/23	100-22-42-5210-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
974816802 0	4	Invoice	PHONE SVC/BREANNE	03/21/2023	15.38	10/23	100-22-42-5233-230
974816802 0	5	Invoice	PHONE SVC/BREANNE	03/21/2023	15.39	10/23	100-23-42-5371-230
974816802 0	6	Invoice	ON-CALL PHONE SVC/WATER	03/21/2023	44.44	10/23	602-23-61-5642-230
974816802 0	7	Invoice	ON-CALL PHONE SVC/WWTP	03/21/2023	44.44	10/23	603-23-70-5642-230
974816802 0	8	Invoice	PHONE SVC/NICK	03/21/2023	22.22	10/23	602-23-61-5642-230
974816802 0	9	Invoice	PHONE SVC/NICK	03/21/2023	22.22	10/23	603-23-70-5642-230
974816802 0	10	Invoice	PHONE SVC/MGR & ASST MGR	03/21/2023	27.46	10/23	100-24-12-5430-230
974816802 0	11	Invoice	PHONE SVC/MGR & ASST MGR	03/21/2023	75.52	10/23	601-23-81-5921-230
974816802 0	12	Invoice	PHONE SVC/MGR & ASST MGR	03/21/2023	17.16	10/23	602-23-81-5921-230
974816802 0	13	Invoice	PHONE SVC/MGR & ASST MGR	03/21/2023	17.16	10/23	603-23-81-5921-230
974816802 0	14	Invoice	SCADA TABLET	03/21/2023	19.97	10/23	602-23-61-5935-870
974816802 0	15	Invoice	METER IPAD SVC	03/21/2023	9.98	10/23	602-23-80-5902-299
974816802 0	16	Invoice	METER IPAD SVC	03/21/2023	9.99	10/23	601-23-80-5905-299
974816802 0	17	Invoice	RIGHT OF WAY IPAD SVC	03/21/2023	4.99	10/23	100-24-30-5380-230
974816802 0	18	Invoice	RIGHT OF WAY IPAD SVC	03/21/2023	4.99	10/23	601-24-30-5380-230
974816802 0	19	Invoice	RIGHT OF WAY IPAD SVC	03/21/2023	4.99	10/23	602-24-30-5380-230
974816802 0	20	Invoice	RIGHT OF WAY IPAD SVC	03/21/2023	5.00	10/23	603-24-30-5380-230
974816802 0	21	Invoice	PD (GTAC)	03/21/2023	39.94	10/23	100-21-21-5110-230
974816802 0	22	Invoice	STREET IPAD SVC	03/21/2023	29.95	10/23	204-23-30-5310-230
974816802 0	23	Invoice	STREET IPAD SVC	03/21/2023	29.96	10/23	602-23-62-5662-230
Total 974816802 03/21/23:					506.50		
Total T-MOBILE (7288):					886.64		
TOLLE AUTOMOTIVE, INC. (3188)							
033023	1	Invoice	REIMBURSE/LIGHTING REBATE	03/30/2023	419.99	10/23	601-23-53-5588-212
Total 033023:					419.99		
21981	1	Invoice	CAR #4 - MOUNT & BALANCE FRONT TIRES	04/10/2023	72.10	10/23	100-21-21-5110-227
Total 21981:					72.10		
Total TOLLE AUTOMOTIVE, INC. (3188):					492.09		
TONY'S TIRE SERVICE (958)							
178872	1	Invoice	FIRE 31 TIRE STEM	03/27/2023	78.77	10/23	100-21-22-5140-227
Total 178872:					78.77		
Total TONY'S TIRE SERVICE (958):					78.77		
UNITED COOPERATIVE (979)							
09796	1	Invoice	PROPANE FOR AIRPORT/126368 PORTABLE	03/01/2023	623.18	10/23	205-23-45-5372-234
Total 09796:					623.18		
09797	1	Invoice	PROPANE FOR AIRPORT/PORTABLES FOR	03/01/2023	311.32	10/23	205-23-45-5372-234
Total 09797:					311.32		
09799	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	03/02/2023	1,584.73	10/23	205-23-45-5372-234
Total 09799:					1,584.73		
09890	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	03/20/2023	1,570.13	10/23	205-23-45-5372-234

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 09890:					1,570.13		
10026	1	Invoice	GAS REPORT	03/02/2023	2,190.14	10/23	100-21-21-5110-315
10026	2	Invoice	GAS REPORT	03/02/2023	62.55	10/23	100-21-22-5140-315
10026	3	Invoice	GAS REPORT	03/02/2023	526.71	10/23	204-23-30-5310-315
10026	4	Invoice	GAS REPORT	03/02/2023	202.78	10/23	603-23-70-5935-315
10026	5	Invoice	GAS REPORT	03/02/2023	186.98	10/23	602-23-61-5935-315
10026	6	Invoice	GAS REPORT	03/02/2023	106.33	10/23	601-23-80-5935-315
10026	7	Invoice	GAS REPORT	03/02/2023	106.33	10/23	602-23-80-5935-315
10026	8	Invoice	GAS REPORT	03/02/2023	84.11	10/23	100-22-42-5210-315
10026	9	Invoice	GAS REPORT	03/02/2023	84.11	10/23	100-23-42-5371-315
10026	10	Invoice	GAS REPORT	03/02/2023	289.87	10/23	100-24-14-5435-315
Total 10026:					3,839.91		
10033	1	Invoice	DIESEL REPORT	03/06/2023	168.64	10/23	100-21-22-5140-315
10033	2	Invoice	DIESEL REPORT	03/06/2023	1,296.47	10/23	204-23-30-5310-315
10033	3	Invoice	DIESEL REPORT	03/06/2023	1,532.57	10/23	601-23-52-5935-315
10033	4	Invoice	DIESEL REPORT	03/06/2023	647.11	10/23	100-24-14-5435-315
Total 10033:					3,644.79		
10083	1	Invoice	GAS REPORT	03/21/2023	1,475.45	10/23	100-21-21-5110-315
10083	2	Invoice	GAS REPORT	03/21/2023	46.10	10/23	100-21-22-5140-315
10083	3	Invoice	GAS REPORT	03/21/2023	454.09	10/23	204-23-30-5310-315
10083	4	Invoice	GAS REPORT	03/21/2023	62.47	10/23	603-23-70-5935-315
10083	5	Invoice	GAS REPORT	03/21/2023	176.57	10/23	602-23-61-5935-315
10083	6	Invoice	GAS REPORT	03/21/2023	59.70	10/23	100-21-18-5190-315
10083	7	Invoice	GAS REPORT	03/21/2023	487.52	10/23	601-23-52-5935-315
10083	8	Invoice	GAS REPORT	03/21/2023	95.31	10/23	601-23-80-5935-315
10083	9	Invoice	GAS REPORT	03/21/2023	95.31	10/23	602-23-80-5935-315
10083	10	Invoice	GAS REPORT	03/21/2023	31.46	10/23	100-22-42-5210-315
10083	11	Invoice	GAS REPORT	03/21/2023	31.47	10/23	100-23-42-5371-315
10083	12	Invoice	GAS REPORT	03/21/2023	406.64	10/23	100-24-14-5435-315
Total 10083:					3,422.09		
10120	1	Invoice	DIESEL REPORT	03/30/2023	127.06	10/23	100-21-22-5140-315
10120	2	Invoice	DIESEL REPORT	03/30/2023	1,629.78	10/23	204-23-30-5310-315
10120	3	Invoice	DIESEL REPORT	03/30/2023	211.03	10/23	602-23-61-5935-315
10120	4	Invoice	DIESEL REPORT	03/30/2023	827.37	10/23	601-23-52-5935-315
10120	5	Invoice	DIESEL REPORT	03/30/2023	54.75	10/23	100-22-42-5210-315
10120	6	Invoice	DIESEL REPORT	03/30/2023	829.06	10/23	100-24-14-5435-315
10120	7	Invoice	DIESEL REPORT	03/30/2023	54.75	10/23	100-23-42-5371-315
Total 10120:					3,733.80		
Total UNITED COOPERATIVE (979):					18,729.95		
UNITY POINT CLINIC-OCC MEDICINE (5263)							
040323	1	Invoice	1ST QTR DRUG TESTING 2023	04/03/2023	42.00	10/23	204-23-30-5310-212
040323	2	Invoice	1ST QTR DRUG TESTING 2023	04/03/2023	84.00	10/23	601-23-52-5923-212
040323	3	Invoice	1ST QTR DRUG TESTING 2023	04/03/2023	42.00	10/23	602-23-61-5923-212
040323	4	Invoice	1ST QTR DRUG TESTING 2023	04/03/2023	42.00	10/23	603-23-70-5923-212
Total 040323:					210.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total UNITY POINT CLINIC-OCC MEDICINE (5263):					210.00		
US AUTOFORCE (7353)							
INV0000034	1	Invoice	4 COOPER TIRES FOR #1301	03/16/2023	865.32	10/23	100-21-21-5110-314
Total INV0000034450:					865.32		
INV0000143	1	Invoice	STOCK TIRES TO BE USED AS NEEDED-PD	03/28/2023	413.98	10/23	204-23-30-5310-314
Total INV0000143062:					413.98		
INV0000167	1	Invoice	4 FALKEN RUBITREK A/T TIRES-LINE #7	03/30/2023	648.56	10/23	204-23-30-5310-314
Total INV0000167125:					648.56		
INV0000167	1	Invoice	4 FALKEN RUBITREK A/T TIRES-STR #25	03/30/2023	597.08	10/23	204-23-30-5310-314
Total INV0000167146:					597.08		
Total US AUTOFORCE (7353):					2,524.94		
US BANK OPERATIONS CENTER (4821)							
041123	1	Invoice	PRIN PYMT-2019 EL REFUND BOND	04/11/2023	54,583.33	10/23	601-21009
041123	2	Invoice	INT PYMT-2019 EL REFUND BOND	04/11/2023	35,778.42	10/23	601-21005
Total 041123:					90,361.75		
Total US BANK OPERATIONS CENTER (4821):					90,361.75		
US CELLULAR (986)							
0569712290	1	Invoice	CELLULAR SERVICE	03/20/2023	45.22	10/23	204-23-30-5310-230
0569712290	2	Invoice	CELLULAR SERVICE	03/20/2023	22.61	10/23	601-23-52-5588-230
0569712290	3	Invoice	CELLULAR SERVICE	03/20/2023	22.62	10/23	601-23-51-5566-230
0569712290	4	Invoice	CELLULAR SERVICE	03/20/2023	11.31	10/23	100-24-30-5380-230
0569712290	5	Invoice	CELLULAR SERVICE	03/20/2023	11.31	10/23	601-24-30-5380-230
0569712290	6	Invoice	CELLULAR SERVICE	03/20/2023	11.30	10/23	602-24-30-5380-230
0569712290	7	Invoice	CELLULAR SERVICE	03/20/2023	11.30	10/23	603-24-30-5380-230
0569712290	8	Invoice	CELLULAR SERVICE	03/20/2023	9.04	10/23	100-24-12-5430-230
0569712290	9	Invoice	CELLULAR SERVICE	03/20/2023	24.88	10/23	601-23-81-5921-230
0569712290	10	Invoice	CELLULAR SERVICE	03/20/2023	5.65	10/23	602-23-81-5921-230
0569712290	11	Invoice	CELLULAR SERVICE	03/20/2023	5.65	10/23	603-23-81-5921-230
0569712290	12	Invoice	INSP I-PAD	03/20/2023	45.22	10/23	100-21-18-5190-230
0569712290	13	Invoice	METER I-PAD SVC	03/20/2023	22.61	10/23	602-23-80-5902-299
0569712290	14	Invoice	METER I-PAD SVC	03/20/2023	22.62	10/23	601-23-80-5905-299
0569712290	15	Invoice	FIRE I-PAD SVC	03/20/2023	45.22	10/23	100-21-22-5140-230
0569712290	16	Invoice	LINE I-PADS SVC (GIS)	03/20/2023	180.81	10/23	601-23-52-5930-215
Total 0569712290:					497.37		
Total US CELLULAR (986):					497.37		
US PUBLIC SAFETY GROUP, INC. (6141)							
10777	1	Invoice	METAL BADGE 689/FLEX BADGE 689	02/09/2023	345.94	10/23	100-21-21-5110-312
Total 10777:					345.94		
Total US PUBLIC SAFETY GROUP, INC. (6141):					345.94		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
UTILITY SERVICE CO., INC. (3294)							
579190/5791	1	Invoice	QRTL PYMT/PEDISPHERE HY-VEE TOWER	04/01/2023	5,485.03	10/23	602-23-60-5614-299
579190/5791	2	Invoice	QTRL PYMT/520 WATER TOWER MTC	04/01/2023	6,444.31	10/23	602-23-60-5614-299
579190/5791	3	Invoice	QRTL PYMT/GROUND STORAGE TANK MT	04/01/2023	5,422.76	10/23	602-23-60-5614-299
Total 579190/579191/579192:					17,352.10		
Total UTILITY SERVICE CO., INC. (3294):					17,352.10		
VAN-HOF TRUCKING, INC. (2655)							
13302	1	Invoice	FREIGHT ON LIME 03/21/23	03/21/2023	2,598.74	10/23	602-23-61-5921-221
Total 13302:					2,598.74		
13303	1	Invoice	FREIGHT ON LIME 03/22/23	03/22/2023	2,664.45	10/23	602-23-61-5921-221
Total 13303:					2,664.45		
Total VAN-HOF TRUCKING, INC. (2655):					5,263.19		
WAHLTEK SALES & SERVICES (2468)							
IN106005	1	Invoice	1 YR CONTRACT FOR DIGITAL RECORDER	03/25/2023	2,106.30	10/23	100-21-21-5180-299
Total IN106005:					2,106.30		
Total WAHLTEK SALES & SERVICES (2468):					2,106.30		
WEBSTER CITY COMMUNITY SCHOOLS (1018)							
041723	1	Invoice	HOTEL/MOTEL FUND RND 25-SUNSET HEIG	04/17/2023	35,800.00	10/23	208-23-36-5393-299
Total 041723:					35,800.00		
Total WEBSTER CITY COMMUNITY SCHOOLS (1018):					35,800.00		
WEBSTER CITY TRUE VALUE (2155)							
168013	1	Invoice	24PK AA BATTERIES	03/29/2023	21.99	10/23	601-23-52-5588-318
Total 168013:					21.99		
168057	1	Invoice	TRASH BAGS-FIRE DEPT	03/30/2023	31.98	10/23	100-21-22-5140-318
Total 168057:					31.98		
168231	1	Invoice	A36 HOSE PARTS-FIRE	04/07/2023	17.48	10/23	100-21-22-5140-227
Total 168231:					17.48		
Total WEBSTER CITY TRUE VALUE (2155):					71.45		
WESCO RECEIVABLES CORP (1038)							
567874	1	Invoice	4" GALV STEEL, 8 FT SECTION W/GROUND	03/22/2023	756.12	10/23	601-23-52-5588-871
Total 567874:					756.12		
Total WESCO RECEIVABLES CORP (1038):					756.12		
WESTRUM LEAK DETECTION, INC. (1040)							
5464	1	Invoice	LEAK DETECTION - STOP BOX & 811 PROSP	04/03/2023	605.00	10/23	602-23-62-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 5464:					605.00		
5467	1	Invoice	LEAK DETECTION - 1029 1ST(MAIN & HOUS	04/06/2023	285.00	10/23	602-23-62-5662-318
Total 5467:					285.00		
Total WESTRUM LEAK DETECTION, INC. (1040):					890.00		
YOURMEMBERSHIP.COM, INC (7704)							
R62685519	1	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/05/2023	124.50	10/23	100-24-30-5380-210
R62685519	2	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/05/2023	124.50	10/23	601-24-30-5380-210
R62685519	3	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/05/2023	124.50	10/23	602-24-30-5380-210
R62685519	4	Invoice	PUBLIC WORKS DIRECTOR ADVERTISING	04/05/2023	124.50	10/23	603-24-30-5380-210
Total R62685519:					498.00		
Total YOURMEMBERSHIP.COM, INC (7704):					498.00		
Total 04/17/2023:					437,763.83		
Grand Totals:					440,335.76		

Report GL Period Summary

GL Period	Amount
10/23	440,335.76
Grand Totals:	440,335.76

Vendor number hash: 654403
Vendor number hash - split: 1905415
Total number of invoices: 159
Total number of transactions: 404

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	440,335.76	440,335.76
Grand Totals:	440,335.76	440,335.76

FUND LIST TOTALS FOR BILLS April 17, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	58,573.54
204	Road Use Tax Funds	6,959.15
205	Airport Fund	7,515.84
208	Hotel/Motel Tax Fund	35,800.00
300	Debt Service	9,154.30
601	Electric Utility	103,626.35
602	Water Utility	36,087.76
603	Sewer Fund	75,514.30
902	Medical/Flex	107,104.52
	Grand Total	440,335.76

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF MARCH 2023

	MONTH March	Year to Date 2023	MONTH March	Year to Date 2022	
Total gallons flow	48,403,000	118,370,000	31,916,000	81,106,000	gal
Average daily flow	1,561,390		1,029,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	90,626	211,785	89,913	273,720	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	122,365		36,942		gal
Total gallons supernatant returned	77,496		35,519		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	13.63		24		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	96.4		95.7		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	12.5		8.44		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	97.3		98.8		%
Average effluent ammonia nitrogen Mar (3.4 mg/l average, 14.7 mg/l max. limitation)	<1		2.11		mg/l
Number of days max. limit was exceeded	0		0		da

ELECTRIC REPORT FOR THE MONTH OF MARCH 2023

(Production Month-February 2023; Billing Month (Due) - March 2023)

	MONTH March	Year to Date 2023	MONTH March	Year to 2022
TOTAL PURCHASED POWER K.W.	8,236,871	26,897,661	8,646,320	27,027,176
Gross K.W. Generated For Maint.	0	372,790	0	0
For Corn Belt	0	0	31,730	67,380
Station Power K.W.	31,145	101,693	31,850	97,298
NET K.W.TO BOARD	8,205,726	26,795,968	8,614,470	26,929,878
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,286,661	7,197,818	2,087,766	6,837,399
Industrial Sales	2,217,631	6,832,504	2,699,918	7,629,210
City Departments & Street Lights	411,334	1,285,497	403,374	1,337,695
Residential Sales	2,428,837	8,344,090	2,148,451	8,106,371
Sales for Resale-Wholesale	625,000	2,292,000	730,500	2,268,200
KILOWATTS UNACCOUNTED	236,263	844,059	544,461	751,003
Percentage of Unaccounted for	2.88%	3.15%	6.32%	2.79%

LOAD COMPARISON	2023	2022
Peak K.W. Demand	16,084	16,902
Purchased Power	8,236,871	8,646,320
Net to Board	8,205,726	8,614,470

REMARKS:

**CITY OF WEBSTER CITY, IOWA - UTILITY REPORT
ELECTRIC UTILITY PURCHASES & SALES - 2023**

Purch. Power Period	Billing Month (Due)	Month Purch. Power kWh	Pur Pwr lessStaPwr = Net to Board kWh	Month Billed KWh less StaPwr	Col D Net to Board less Col E Mo billed Mo Unaccounted For	Month Unaccounted For %	Yr To Date Purch. Power less sta pwr kWh	Yr To Date Billed & SPwr kWh	Yr To Date Unaccounted kWh	Yr To Date Unaccounted For %
Dec	Jan 2023	9,360,873	9,325,117	9,113,927	211,190	2.26%	9,325,117	9,113,927	211,190	2.26%
Jan	Feb 2023	9,299,917	9,265,125	8,868,519	396,606	4.28%	18,590,242	17,982,446	607,796	3.27%
Feb	Mar 2023	8,236,871	8,205,726	7,969,463	236,263	2.88%	26,795,968	25,951,909	844,059	3.15%
Mar	Apr 2023									
Apr	May 2023									
May	Jun 2023									
Jun	July 2023									
July	Aug 2023									
Aug	Sept 2023									
Sep	Oct 2023									
Oct	Nov 2023									
Nov	Dec 2023									
	TOTALS	26,897,661	26,795,968	25,951,909	844,059					

Billings By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	Previous Year Bill&Sta.Pwr Tot
Jan 2023	2,421,584	2,318,713	426,903	3,053,627	893,100	35,756	9,149,683	8,851,805
Feb 2023	2,489,573	2,296,160	447,260	2,861,626	773,900	34,792	8,903,311	9,322,509
Mar 2023	2,286,661	2,217,631	411,334	2,428,837	625,000	31,145	8,000,608	8,101,859
Apr 2023								
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	7,197,818	6,832,504	1,285,497	8,344,090	2,292,000	101,693	26,053,602	26,276,173

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	ok new PREVIOUS YEAR
Jan 2023	\$286,995.14	\$156,782.55	\$48,901.45	\$393,497.02	\$87,280.33	N/C	\$973,456.49	\$998,618.93
Feb 2023	\$293,418.03	\$206,398.49	\$48,654.62	\$375,302.94	\$73,710.34	N/C	\$997,484.42	\$1,044,063.98
Mar 2023	\$274,108.16	\$198,718.29	\$45,294.24	\$333,404.31	\$63,809.40	N/C	\$915,334.40	\$896,687.04
Apr 2023								
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	\$854,521.33	\$561,899.33	\$142,850.31	\$1,102,204.27	\$224,800.07		\$2,886,275.31	\$2,939,369.95

Number of Customers	Commercial	Industrial	City Depts & St. Lights	Residential	Wholesale	Total	Previous Year
Jan 2023	530	7	48	3,894	3	4,482	4,467
Feb 2023	530	7	47	3,895	3	4,482	4,456
Mar 2023	526	7	47	3,891	3	4,474	4,459
Apr 2023							
May 2023							
Jun 2023							
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

WATER PLANT REPORT FOR THE MONTH OF MARCH 2023

(Production Month-February 2023 Billing Month (Due) - March 2023)

	MONTH March	Year to Date 2023	MONTH March	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	21,238,000	63,887,000	21,546,000	66,309,000
Average Gallons Pumped	(713,670)		(695,032)	
Gallons for Sludge	51,700	169,200	63,450	232,650
Total Gallons to Water Plant	21,186,300	63,717,800	21,482,550	66,076,350
Gallons to Distribution System From From Water Plant (Effluent reading)	21,690,000	71,718,000	24,451,000	74,884,000
TOTAL TO SYSTEM - CUBIC FEET	2,899,531	9,587,301	3,268,623	10,010,534
Billed by Clerk's Office to Customers Cubic Feet	2,151,100	6,864,000	2,452,700	7,330,300
Billed by City Departments Cubic Feet	232,000	665,800	265,600	559,500
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line est (main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept	13,368	40,104	2,973	113,005
Water Plant filter backwash	83,532	190,791	57,989	248,473
Ground storage tank loss				
Recreation-Drink.Fount.	0	0	0	0
Cemetery	0	0	0	0
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	419,531	1,826,606	489,361	1,759,256
Percentage of Unaccounted for	14.47%	19.05%	14.97%	17.57%

NOTE: 22 loads of lime sludge
hauled to farm ground

NOTE: 27 loads of lime sludge
hauled to farm ground

REMARKS:

WATER UTILITY PRODUCTION SALES & USAGE 2023

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Unbilled Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2023	3,407,918	2,692,282	715,636	21.00%	3,407,918	2,692,282	715,636	21.00%
Jan	Feb 2023	3,279,852	2,588,413	691,439	21.08%	6,687,770	5,280,695	1,407,075	21.04%
Feb	Mar 2023	2,899,531	2,480,000	419,531	14.47%	9,587,301	7,760,695	1,826,606	19.05%
Mar	Apr 2023								
Apr	May 2023								
May	Jun 2023								
June	July 2023								
July	Aug 2023								
Aug	Sep 2023								
Sep	Oct 2023								
Oct	Nov 2023								
Nov	Dec 2023								

TOTALS 9,587,301 7,760,695 1,826,606

Billings & Usage
By Type of Service-C/F

Used by City Dep
i.e. water breaks
flush.etc.

Previous
Year

Previous
Year
Produced

	Commercial	Industrial	City Depts.	Residential	Not metered	Total		
Jan 2023	631,400	412,300	228,800	1,347,600	72,182	2,692,282	2,679,166	3,301,642
Feb 2023	703,000	387,700	205,000	1,230,900	61,813	2,588,413	2,792,850	3,440,269
Mar 2023	634,000	387,900	232,000	1,129,200	96,900	2,480,000	2,779,262	3,268,623
Apr 2023								
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS 1,968,400 1,187,900 665,800 3,707,700 230,895 7,760,695 8,251,278 10,010,534

BILLING
AMOUNT

Commercial
Sales

Industrial
Sales

City Depts.
Sales

Residential
Sales

City Depts
Not Sold

TOTAL
SALES

PREVIOUS
YEAR

Jan 2023	\$41,424.30	\$19,109.83	\$10,313.82	\$138,279.32	N/C	\$209,127.27	\$ 186,420.29
Feb 2023	\$44,432.12	\$18,112.26	\$9,358.26	\$131,010.69	N/C	\$202,913.33	\$ 188,139.16
Mar 2023	\$41,314.90	\$18,123.96	\$10,440.96	\$124,517.20	N/C	\$194,397.02	\$ 153,471.79
Apr 2023							
May 2023							
Jun 2023							
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

TOTALS \$127,171.32 \$55,346.05 \$30,113.04 \$393,807.21 \$606,437.62 \$ 528,031.24

Number of
Customers

Commercial

Industrial

City Depts.

Residential

Previous
Year

Jan 2023	351	8	14	3,181	3,554	3,557
Feb 2023	351	8	14	3,171	3,544	3,551
Mar 2023	350	8	14	3,170	3,542	3,566
Apr 2023						
May 2023						
Jun 2023						
July 2023						
Aug 2023						
Sept 2023						
Oct 2023						
Nov 2023						
Dec 2023						

Date 4/11/2023

ANALYSIS - ACTIVITY - DAY

Time 10:58:04
Report CFS24Agency Webster City Police Department
Dates 3/1/2023 Thru 3/31/2023

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
	0	0	0	1	0	0	0	1
911 Call Transferred	0	1	0	2	0	1	0	4
911 Radio Dispatched	7	3	6	3	12	7	8	46
911P Phone Dispatched	2	1	1	1	1	2	0	8
Alarm Actual/False	0	0	1	0	1	0	2	4
Animal Complaint	5	8	3	8	4	3	7	38
Assault	2	0	0	0	0	0	2	4
Assist Sheriffs Offic	0	1	0	0	1	1	1	4
Assist VDMC	7	5	2	6	3	2	5	30
Assistance Public	18	15	7	18	15	16	18	107
Asssit Other Agency	2	4	6	3	0	3	0	18
Burg/Breaking & Enter	0	1	1	0	0	0	0	2
Burning Complaint	0	0	0	0	1	0	0	1
Civil Disputes	0	0	0	0	0	1	1	2
Commercial/Resd Patro	20	20	24	31	33	26	23	177
Commital	0	1	0	0	0	0	0	1
Criminal Trespass	0	0	0	0	1	0	0	1
Death/Unattended	0	0	1	0	0	0	0	1
Debris/Street Problem	0	0	2	3	2	1	5	13
Directed Assignment	0	2	0	1	1	0	1	5
Disorderly Conduct	0	0	0	1	0	0	0	1
Domestic Disturbances	1	1	1	1	6	0	0	10
Downtown Foot Patrol	5	2	2	2	2	1	2	16
Driving Complaints	0	3	2	1	1	2	2	11
Drug/Narcotics/Equipm	0	1	1	2	1	0	1	6
Escort/Funeral	0	0	0	0	1	0	0	1
Fire	0	1	0	2	0	0	1	4
Follow Up	4	7	6	4	5	4	3	33
Foot Patrol	0	0	0	0	1	1	0	2
Fraud	0	0	0	1	0	0	1	2
Harasement	0	0	0	2	0	0	2	4
Hit And Run	0	0	0	0	1	2	0	3
Intoxication	0	0	0	0	0	1	1	2
K9 Activity	1	1	0	0	1	1	0	4
Lost/Found Property	0	3	1	6	2	1	4	17
Mental Subject	0	0	1	0	0	0	0	1
Missing Person	0	1	0	0	0	0	0	1
Motor Vehicle Theft	0	0	0	0	1	0	0	1
Motorist Assist	2	2	4	2	1	5	2	18
Noise Complaints	0	0	0	0	1	1	0	2
Notification	0	0	0	4	0	3	0	7

Date 4/11/2023

ANALYSIS - ACTIVITY - DAY

Time 10:58:05
Report CFS24

Agency Webster City Police Department
Dates 3/1/2023 Thru 3/31/2023

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
Nuisance Calls	0	2	0	4	0	0	0	6
Open Window/Door	0	0	0	0	1	0	0	1
Parking Violations	6	5	6	5	7	6	6	41
Project Awareness	3	0	2	1	3	2	2	13
Public Window Assist	3	8	6	5	6	4	9	41
School Foot Patrol	0	2	4	3	3	0	2	14
Sex Abuse	0	1	0	0	0	0	0	1
Sex Offender Reg Chec	0	0	0	0	0	0	1	1
Staionary Patrol	1	3	2	2	3	2	4	17
Suspicious Activity	4	7	4	13	5	4	5	42
Theft	1	4	1	4	5	0	1	16
Tip	0	0	0	0	2	0	2	4
Tobacco Violation	0	0	0	0	0	0	1	1
Traffic Accident PD	0	0	0	3	0	1	3	7
Traffic Control/Schoo	0	4	4	8	4	0	6	26
Traffic Stop	9	5	10	9	6	17	27	83
Transient	0	0	0	0	0	0	1	1
Utility Problems	2	1	2	3	5	3	2	18
Vacation House Watch	0	1	1	0	1	0	1	4
Vandalism	1	1	0	0	0	0	1	3
Vehicle Unlock	2	3	5	3	3	0	0	16
Violation Restraining	0	0	0	0	1	0	0	1
Warrant Served	0	0	2	1	0	2	1	6
Welfare Check	2	2	1	2	1	1	2	11
Days Total	110	133	122	171	155	127	169	987

FIRE DEPARTMENT REPORT

March 2023

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
03-03	1749	2107 Thomas st.	Overheated Motor	City
03-04	1348	220 th st	Vehicle Accident	City
03-06	2051	1132 Walnut ave.	CO Detector	City
03-10	0924	Beach St.	Vehicle Fire	City
03-10	1639	700 East St.	Hazardous Condition	City
03-11	1540	Des Moines St.	Dispatched/ Cancelled	City
03-11	1808	Bank St. Bridge	Chemical clean up Hazmat	City
03-14	0656	705 Odell	Excessive heat and scorch	City
03-14	1535	1000 Broadway st.	Oil clean up spill	City
03-15	1350	East St.	Oil Clean up	City
03-15	2005	609 Lyndale Dr.	Smoke removal	City
03-18	2106	203 Ohio St.	Smoke in House	City
03-27	1643	609 Second St.	Vehicle Fire	City
03-28	0222	411 Closz Dr.	Smoke alarm activation	City
03-30	0658	411 Closz Dr.	Dispatched/ cancelled	City

Year to Date Total = 037

March Total =15

City- =15

Mutual- =00

District- =00

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>03-01</u>		Staff Meeting	2	11
<u>03-11</u>		Fire Cadet Training	2	7
<u>03-13</u>		Fire Drill- Vent, Draft, Air Bags, Foam	2	25
<u>03-27</u>		Grain Bin rescue	2	27

Year to Date Total = 302

March Total = 140

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>03-13</u>	Reinspection of Riverview	Annual
<u>03-14</u>	Inspection at Hamilton County Fairgrounds	Annual
<u>03-23</u>	Mobile Food Unit Inspection on Superior	Annual
<u>03-28</u>	Mobile Food Unit Inspection on Hospital Dr.	Annual

Year to Date Total = 17

March Total =08

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
03-01		Test new hose
		New Volunteer Orientation part 1- wagner/ Zuetlau
03-06		Flush of the Month- 15,000 gallons
		New Volunteer Orientation Part 2- Wagner/ Zuetlau
03-07		New Volunteer Orientation Part 3- wagner/ Zuetlau

03-09		New Volunteer Training Hanson
03-11		Repair lights on E34
03-20		Sent in L31 for repair of tire stem at Tonys
03-21		Child Car seat install
03-23		Created Inspection guide for Mobile Food Units
03-24		Drained, cleaned out floor trap in bay room
03-25		New Volunteer Testing- Max Kumm
03-29		Flush of month- 12,000 gallons

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
	<u>1945</u>	<u>Business Group Meeting all Fridays</u>
<u>03-03</u>		<u>NCRS meeting</u>
<u>03-09</u>		<u>Street Dept. CPR training</u>

**HAMILTON
COUNTY**

**SOLID WASTE
COMMISSION**

Serving:
BLAIRSBURG
ELLSWORTH
JEWELL
KAMRAR
RANDALL

STANHOPE
STRATFORD
WEBSTER CITY
WILLIAMS
RURAL HAM. CO.

P.O. BOX 128
WEBSTER CITY, IOWA 50595-0128

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

AGENDA
Regular Meeting
2605 McMurray Avenue
1 ½ Miles Northwest of Kamrar, Iowa

April 12, 2023

7:00 P.M.

1. Roll Call
2. Minutes of March 8, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Report March
5. Manager's Reports March
6. SCS Engineering-Consider Approval or Counter Proposal for NCIARSWA Fee/Assessment Reduction
7. Resolution 23-01, A Resolution Restricting Funds from the Landfill Post Closure Fund and Operating Fund for Closure of the Transfer Station
8. Approval of Dust Control Applications
9. Approval of Reduction in Tonnage Fees for City Wide Clean Up Events
10. Manpower Discussion
11. Open Discussion
12. Adjourn

REGULAR MEETING OF THE
HAMILTON COUNTY SOLID WASTE COMMISSION
MINUTES

A regular meeting of the Hamilton County Solid Waste Commission was held at the Transfer Station Office building on March 8, 2023 at 7:00 P.M. The meeting was called to order by Chairperson Dan Campidilli and roll being called, members were present as follows:

Kamrar-Lendall Mechaelsen
Hamilton County-Dan Campidilli
Jewell-Leo Reiter

Webster City-Biri Bishop
Williams-Dennis Frayne
Randall-Carlene Auestad

The representatives from the Cities of Stanhope, Blairsburg, and Ellsworth were absent.

It was moved by Auestad and seconded by Bishop that:

1. The Minutes of February 8, 2023 be approved.
2. The issuance of Payroll for the period ending February 10, 2023 and paid on February 17, 2023 in the amount of \$7,254.96 be approved.
3. The issuance of Payroll for the period ending February 24, 2023 and paid on March 3, 2023 in the amount of \$7,023.29 be approved.
4. Payment of Bills for February 2023 in the amount of \$66,017.32 be approved.
5. The Secretary-Treasurer's Report for February 2023 be approved.

Motion carried with six ayes, Blairsburg, Stanhope, and Ellsworth absent.

It was moved by Bishop and seconded by Auestad that the Manager's reports for February 2023 be approved. Motion carried with six ayes, Blairsburg, Stanhope, and Ellsworth absent.

The tonnage discount proposal was discussed briefly, no action was taken.

The statewide litter cleanup sponsorship was discussed. The Commission requested more information. No action was taken.

It was moved by Auestad and seconded by Bishop to enter into closed session to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered per Iowa Code Chapter 21.5 (i) at 7:30 P.M. Roll Call: Ayes-Mechaelsen, Campidilli, Reiter, Bishop, Frayne, and Auestad. Absent-Stanhope, Ellsworth, and Blairsburg. Motion passed.

The Commission returned to open session at 7:50 P.M.

It was moved by Auestad and seconded by Frayne to terminate the employment of Kevin Dingman if he is unable to perform his job duties and has not resigned by March 20, 2023. Roll Call: Ayes-Frayne, Auestad, Bishop, Reiter, Campidilli, Mechaelsen. Motion carried.

It was moved by Bishop and seconded by Frayne that the Hamilton County Solid Waste Commission adjourn. Motion carried with six ayes, Blairsburg, Stanhope, and Ellsworth absent.

The Commission stood adjourned at 7:30 P.M.

Dan Campidilli, Chairperson

Cherie Ferguson, Secretary-Treasurer

Bills Approved 3/8/2023

BAUER TIRE	\$991.00
BLUE RIBBON PELHAM WATERS	\$34.00
BOMGAARS	\$279.44
CARD SERVICES	\$1,585.45
CINTAS	\$222.17
CLEAN HARBORS	\$265.27
COOPERATIVE TELEPHONE EXCHANGE	\$139.61
EFTPS	\$3,985.62
EVORA CONSULTING	\$3,605.00
FREEMAN JOURNAL	\$244.31
HY VEE	\$41.92
IPERS	\$2,639.75
NAPA	\$167.98
NCIARSWA	\$33,812.52
PER MAR SECURITY	\$345.00
POSTMASTER	\$17.82
PRINTING SERVICES, INC.	\$218.90
THE TILE PROS	\$440.00
TREASURER OF STATE	\$474.78
UNITED COOPERATIVE	\$1,878.40
WEBSTER CITY MUNICIPAL UTILITIES	\$114.95
WELLMARK	\$4,858.32
PAYROLL	\$9,655.11
Total	<hr/> \$66,017.32

HCSW COMMISSION

Check Detail

March 9 - April 12, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
FIRST STATE BANK CHECKING						
03/09/2023	Check	12124	UNITED COOPERATIVE			-1,892.60
						1,892.60
03/15/2023	Check	EFT	IPERS			-2,259.20
						-903.39
						-1,355.81
03/15/2023	Check	EFT	United States Treasury			-3,429.40
						-3,429.40
03/17/2023	Check	12125	CHERIE L FERGUSON			-530.11
				Hourly Vacation		112.91
				Hourly Sick		0.00
				Hourly		560.37
				IPERS DEDUCTION		42.35
				IPERS CONTRIBUTION		63.56
				IPERS CONTRIBUTION		63.56
				Medicare Employee Addl Tax		0.00
				Federal Withholding		45.00
				Social Security Company		41.74
				Social Security Company		41.74
				Social Security Employee		41.74
				Medicare Company		9.76
				Medicare Company		9.76
				Medicare Employee		9.76
				IA - Withholding		4.32
				IA - Unemployment Company		6.06
				IA - Unemployment Company		6.06
03/17/2023	Check	12126	KEENAN L ELLIOTT			-1,440.96
				Hourly Vacation		0.00
				Hourly Sick		0.00
				Overtime (x1.5) hourly		302.35
				Hourly		1,895.39
				IPERS DEDUCTION		138.24
				Health Insurance (company paid)		376.43
				Health Insurance (company paid)		376.43
				IPERS CONTRIBUTION		207.47
				IPERS CONTRIBUTION		207.47
				Health Insurance (taxable)		151.82
				Medicare Employee Addl Tax		0.00
				Federal Withholding		222.00
				Social Security Company		136.26
				Social Security Company		136.26
				Social Security Employee		136.26
				Medicare Company		31.87
				Medicare Company		31.87
				Medicare Employee		31.87
				IA - Withholding		76.59
				IA - Unemployment Company		19.78
				IA - Unemployment Company		19.78
03/17/2023	Check	12127	NICK T. SCHUTT			-1,190.77
				Hourly Sick		0.00
				Overtime (x1.5) hourly		233.41
				Hourly Vacation		0.00

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	CLR	AMOUNT
			Hourly		1,616.63
			IPERS DEDUCTION		116.37
			IPERS CONTRIBUTION		174.64
			IPERS CONTRIBUTION		174.64
			Health Insurance (company paid)		455.47
			Health Insurance (company paid)		455.47
			Health Insurance (taxable)		151.82
			Medicare Employee Addl Tax		0.00
			Federal Withholding		170.00
			Social Security Company		114.70
			Social Security Company		114.70
			Social Security Employee		114.70
			Medicare Company		26.82
			Medicare Company		26.82
			Medicare Employee		26.82
			IA - Withholding		79.56
			IA - Unemployment Company		16.65
			IA - Unemployment Company		16.65
03/17/2023	Check	12128 TERRY A KLAVER			
			Salary		-2,029.78
			Health Insurance (taxable)		2,964.34
			Health Insurance (company paid)		151.82
			Health Insurance (company paid)		455.47
			Health Insurance (company paid)		455.47
			IPERS DEDUCTION		186.46
			IPERS CONTRIBUTION		279.83
			IPERS CONTRIBUTION		279.83
			Medicare Employee Addl Tax		0.00
			Federal Withholding		251.00
			Social Security Company		183.78
			Social Security Company		183.78
			Social Security Employee		183.78
			Medicare Company		42.99
			Medicare Company		42.99
			Medicare Employee		42.99
			IA - Withholding		118.51
			IA - Unemployment Company		26.67
			IA - Unemployment Company		26.67
03/22/2023	Check	12130 METRO WASTE AUTHORITY			
			HAZWOPER TRAINING X 3		-150.00
					150.00
03/28/2023	Check	12130 UNITED COOPERATIVE			
					-1,823.90
					1,823.90
03/30/2023	Sales Tax Payment				
					-325.56
					-325.56
OPERATING FUND					
03/31/2023	Payroll Check	12132 CHERIE L FERGUSON			
			Pay Period: 02/25/2023-03/10/2023		-542.64
			Gross Pay - This is not a legal pay stub		673.28
			Employer Taxes		57.56
			Employer Retirement Contribution		63.56
			IPERS DEDUCTION		42.35
			IPERS CONTRIBUTION - Company Contribution		63.56
			IA Unemployment Taxes		6.06
			IA Income Tax		6.19
			Federal Taxes (941/943/944)		133.60
03/31/2023	Payroll Check	12134 NICK T. SCHUTT			
			Pay Period: 02/25/2023-03/10/2023		-1,282.85
			Gross Pay - This is not a legal pay stub		1,771.80

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	CLR	AMOUNT
			Employer Taxes		151.49
			Employer Retirement Contribution		167.26
			Health Insurance (taxable)		0.00
			IPERS DEDUCTION		111.45
			Health Insurance (taxable) - Company Contribution		0.00
			Health Insurance (company paid) - Company Contribution		0.00
			IPERS CONTRIBUTION - Company Contribution		167.26
			IA Unemployment Taxes		15.95
			IA Income Tax		81.73
			Federal Taxes (941/943/944)		431.31
03/31/2023	Payroll Check	12133 TERRY A KLAVER	Pay Period: 02/25/2023-03/10/2023		-2,170.78
			Gross Pay - This is not a legal pay stub		2,964.34
			Employer Taxes		253.44
			Employer Retirement Contribution		279.83
			Health Insurance (taxable)		0.00
			IPERS DEDUCTION		186.46
			Health Insurance (taxable) - Company Contribution		0.00
			Health Insurance (company paid) - Company Contribution		0.00
			IPERS CONTRIBUTION - Company Contribution		279.83
			IA Unemployment Taxes		26.67
			IA Income Tax		129.69
			Federal Taxes (941/943/944)		704.18
03/31/2023	Payroll Check	12131 KEENAN L ELLIOTT	Pay Period: 02/25/2023-03/10/2023		-1,451.87
			Gross Pay - This is not a legal pay stub		1,987.33
			Employer Taxes		169.92
			Employer Retirement Contribution		187.60
			Health Insurance (taxable)		0.00
			IPERS DEDUCTION		125.00
			Health Insurance (company paid)		0.00
			Health Insurance (company paid) - Company Contribution		0.00
			IPERS CONTRIBUTION - Company Contribution		187.60
			IA Unemployment Taxes		17.88
			IA Income Tax		72.48
			Federal Taxes (941/943/944)		490.02
03/31/2023	Payroll Check	12136 KEVIN S. DINGMAN	Pay Period: 03/11/2023-03/24/2023		-979.34
			Gross Pay - This is not a legal pay stub		4,626.35
			Employer Taxes		395.55
			Health Insurance (taxable)		3,264.18
			IPERS DEDUCTION		0.00
			IPERS CONTRIBUTION		0.00
			UNIFORM REIMBURSEMENT		28.91
			Health Insurance (company paid) - Company Contribution		0.00
			IPERS CONTRIBUTION - Company Contribution		0.00
			IA Unemployment Taxes		41.63
			IA Income Tax		0.00
			Federal Taxes (941/943/944)		707.84
04/01/2023	Bill Payment (Check)	EFT WELLMARK			-4,858.32
					-4,858.32

HCSW COMMISSION

Unpaid Bills

As of April 12, 2023

DATE	AMOUNT
ARNOLD MOTOR SUPPLY	
03/22/2023	23.38
Total for ARNOLD MOTOR SUPPLY	\$23.38
BLUE RIBBON PELHAM WATERS	
03/31/2023	25.50
Total for BLUE RIBBON PELHAM WATERS	\$25.50
BOMGAARS	
03/16/2023	72.73
Total for BOMGAARS	\$72.73
CINTAS	
02/28/2023	231.61
Total for CINTAS	\$231.61
COOPERATIVE TELEPHONE EXCHANGE	
515-826-3206	
04/01/2023	134.76
Total for COOPERATIVE TELEPHONE EXCHANGE	\$134.76
EVORA CONSULTING	
02/28/2023	1,232.25
Total for EVORA CONSULTING	\$1,232.25
HY-VEE	
03/10/2023	26.45
Total for HY-VEE	\$26.45
LIBERTY TIRE RECYCLING, LLC	
03/04/2023	3,746.33
Total for LIBERTY TIRE RECYCLING, LLC	\$3,746.33
MIDWEST ELECTRONIC RECOVERY	
03/06/2023	1,305.75
Total for MIDWEST ELECTRONIC RECOVERY	\$1,305.75
NCIARSWA	
515-955-2781	
03/31/2023	43,944.18
Total for NCIARSWA	\$43,944.18
PRINTING SERVICES, INC.	
02/27/2023	1,609.54
Total for PRINTING SERVICES, INC.	\$1,609.54
REES TRUCK & TRAILER, INC	
03/31/2023	121.11
Total for REES TRUCK & TRAILER, INC	\$121.11
U.S. CELLULAR	
02/28/2023	106.83
Total for U.S. CELLULAR	\$106.83
WEBSTER CITY MUNICIPAL UTILITIES	

DATE	AMOUNT
03/24/2023	342.13
03/24/2023	111.50
Total for WEBSTER CITY MUNICIPAL UTILITIES	\$453.63
TOTAL	\$53,034.05

HAMILTON COUNTY SOLID WASTE COMMISSION

A/R Aging Summary

As of March 31, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	151.05	0.00	0.00	0.00	0.00	\$151.05
AG SOURCE	0.00	-55.08	0.00	0.00	-11.66	\$ -66.74
ALL SEASON GUTTERS	0.79	52.58	0.00	0.00	0.00	\$53.37
AMERICAN SANITATION	14,640.40	0.00	0.00	0.00	0.00	\$14,640.40
APPLIANCE PLUS	69.28	0.00	0.00	0.00	0.00	\$69.28
CHAD ARNOLD	0.24	16.29	0.00	0.00	0.00	\$16.53
CHRIS MC NEIL PLUMBING	0.00	0.00	0.00	-34.20	0.00	\$ -34.20
CITY OF WEBSTER CITY	105.30	0.00	0.00	0.00	0.00	\$105.30
DAILY FREEMAN JOURNAL	32.10	0.00	0.00	0.00	0.00	\$32.10
DAVE SCOTT CONSTRUCTION	70.11	0.00	0.00	0.00	0.00	\$70.11
DAYTON DEVELOPMENT	68.44	0.00	0.00	0.00	0.00	\$68.44
GERBER AUTO ELECTRIC	16.05	0.00	0.00	0.00	0.00	\$16.05
GOOD LIFE RV	160.24	0.00	0.00	0.00	0.00	\$160.24
HAMILTON COUNTY ENGINEER	45.00	0.00	0.00	0.00	0.00	\$45.00
HUBBARD CONCRETE	19.20	0.00	0.00	0.00	0.00	\$19.20
J&C BUILDERS, LCC	275.41	0.00	0.00	0.00	0.00	\$275.41
MERTZ ENGINEERING CO.	52.83	0.00	0.00	0.00	0.00	\$52.83
MORTENSON PROPERTIES	0.00	0.00	0.00	0.00	1.20	\$1.20
NICK MURPHY CONSTRUCTION	0.00	0.00	-468.53	0.00	0.00	\$ -468.53
NORTH CENTRAL TURF	75.95	0.00	0.00	0.00	0.00	\$75.95
PAGEL REPAIR AND LOCK	0.00	0.24	0.00	0.00	0.00	\$0.24
PAGEL WINDOWS	16.05	0.00	0.00	0.00	0.00	\$16.05
REMINGTON SEEDS	194.46	0.00	0.00	0.00	0.00	\$194.46
RUBA LAWN CARE	16.05	0.00	0.00	0.00	0.00	\$16.05
SCHLOTFELDT ENGINEERING, INC.	16.29	16.05	0.00	0.00	0.00	\$32.34
SEAMLESS PROS LLC	139.08	0.80	0.00	0.00	0.00	\$139.88
SHAWN MORAN CONSTRUCTION	41.73	0.00	0.00	0.00	0.00	\$41.73
SIGN UP	0.83	55.08	0.00	0.00	6.03	\$61.94
Soil View, LLC.	2.28	151.94	0.00	0.00	0.00	\$154.22
STANHOPE TELEPHONE COOPERATIVE	16.05	0.00	0.00	0.00	0.00	\$16.05
T&T RENTALS	0.00	0.00	4.65	0.00	0.00	\$4.65
THE TRASH MAN	58,104.50	0.00	0.00	0.00	0.00	\$58,104.50
TILE PROS, INC.	33.58	0.00	0.00	0.00	0.00	\$33.58
TONY'S TIRE SERVICE, INC.	661.00	0.00	0.00	0.00	0.00	\$661.00
VAN DIEST SUPPLY	16.05	0.00	0.00	0.00	0.00	\$16.05
WASTE MANAGEMENT	168.48	0.00	0.00	0.00	0.00	\$168.48
WEBSTER CITY SCHOOLS	38.22	0.00	0.00	0.00	0.00	\$38.22
WIDICK ROOFING	25.04	0.00	0.00	0.00	0.00	\$25.04
ZATLOUKAL CONSTRUCTION	30.88	0.00	0.00	0.00	0.00	\$30.88
TOTAL	\$75,302.96	\$237.90	\$-463.88	\$-34.20	\$-4.43	\$75,038.35

HCSW COMMISSION

Sales by Customer Summary

March 2023

	TOTAL
AG FORCE	141.18
AG SOURCE	102.18
ALL SEASON GUTTERS	0.79
AMERICAN SANITATION	14,640.40
APPLIANCE PLUS	85.02
CASH	14,842.76
CHAD ARNOLD	0.24
CITY OF WEBSTER CITY	105.30
DAILY FREEMAN JOURNAL	81.06
DAVE SCOTT CONSTRUCTION	65.52
DAYTON DEVELOPMENT	63.96
GERBER AUTO ELECTRIC	15.00
GOOD LIFE RV	149.76
HAMILTON COUNTY ENGINEER	45.00
HUBBARD CONCRETE	17.94
INGRAHAM CONSTRUCTION	34.50
INTERIOR SPACES	15.00
J&C BUILDERS, LCC	257.40
MERTZ ENGINEERING CO.	70.98
NICK MURPHY CONSTRUCTION	46.02
NORTH CENTRAL TURF	70.98
PAGEL WINDOWS	15.00
REMINGTON SEEDS	181.74
RUBA LAWN CARE	15.00
SCHLOTFELDT ENGINEERING, INC.	15.24
SEAMLESS PROS LLC	129.98
SHAWN MORAN CONSTRUCTION	39.00
SIGN UP	0.83
Soil View, LLC.	2.28
STANHOPE TELEPHONE COOPERATIVE	15.00
THE TRASH MAN	58,111.23
TILE PROS, INC.	31.38
TONY'S TIRE SERVICE, INC.	617.76
VAN DIEST SUPPLY	54.96
WASTE MANAGEMENT	168.48
WEBSTER CITY SCHOOLS	187.20
WIDICK ROOFING	23.40
ZATLOUKAL CONSTRUCTION	28.86
TOTAL	\$90,488.33

HCSW COMMISSION

Profit and Loss

March 2023

	TOTAL
Income	
OPERATING FUND	
GATE CHARGES	
APPLIANCES	290.00
C&D	22,145.22
ELECTRONICS	140.00
LATEX PAINT	51.00
MSW	66,126.38
PACKER	471.00
TIRES	520.00
TVS	525.00
Total GATE CHARGES	90,268.60
OTHER RECEIPTS	947.22
REFUNDS AND REIMBURSEMENTS	1,000.00
SCRAP METAL SOLD	456.40
Total OPERATING FUND	92,672.22
Services	208.62
Total Income	\$92,880.84
GROSS PROFIT	\$92,880.84
Expenses	
Operating Fund Expenses	
Diesel Fuel/Fuel Oil	3,716.50
Drinking Water Service	25.50
Electricity	453.63
ELECTRONICS RECYCLING	1,305.75
Gasoline	104.45
Meeting/Training Expenses	167.97
NCIARSWA Gate Fees	43,944.18
Office Supplies	8.48
Payroll Expenses	
Health Insurance	7,433.06
IPERS	1,388.50
Medicare & Social Security	1,125.21
Unemployment Insurance	132.38
Wages	14,708.69
Total Payroll Expenses	24,787.84
Phone & Internet Service	139.61
Postage	17.82
TIRE REMOVAL	3,746.33
Vehicle&Equip. Parts&Supplies	418.83
Total Operating Fund Expenses	78,836.89

	TOTAL
Payroll Expenses	
Company Contributions	
Retirement	698.25
Total Company Contributions	698.25
Taxes	1,027.96
Wages	12,023.10
Total Payroll Expenses	13,749.31
Total Expenses	\$92,586.20
NET OPERATING INCOME	\$294.64
Other Income	
Late Fee Income	11.11
Total Other Income	\$11.11
NET OTHER INCOME	\$11.11
NET INCOME	\$305.75

HCSW COMMISSION

Budget vs. Actuals: FY_2022_2023 - FY23 P&L

July 2022 - March 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
CD INTEREST	2,223.43	0.00	2,223.43	
OPERATING FUND	280.57	0.00	280.57	
ASSESSMENTS	49,185.51	64,781.00	-15,595.49	75.93 %
FARM INCOME	1,871.31	3,500.00	-1,628.69	53.47 %
GAS TAX REFUND		50.00	-50.00	
GATE CHARGES	-970.82	1,050,000.00	-1,050,970.82	-0.09 %
APPLIANCES	4,090.00	0.00	4,090.00	
C&D	243,313.12	0.00	243,313.12	
CONCRETE	356.60	0.00	356.60	
ELECTRONICS	623.00	0.00	623.00	
LATEX PAINT	411.00	0.00	411.00	
MSW	569,714.62	0.00	569,714.62	
PACKER	5,873.00	0.00	5,873.00	
RCC FEES	748.22	0.00	748.22	
TIRES	6,713.02	0.00	6,713.02	
TVS	4,710.00	0.00	4,710.00	
Total GATE CHARGES	835,581.76	1,050,000.00	-214,418.24	79.58 %
INTEREST		1,000.00	-1,000.00	
OTHER RECEIPTS	2,180.46	0.00	2,180.46	
REFUNDS AND REIMBURSEMENTS	7,053.00	35,000.00	-27,947.00	20.15 %
SCRAP METAL SOLD	4,205.43	1,000.00	3,205.43	420.54 %
Total OPERATING FUND	900,358.04	1,155,331.00	-254,972.96	77.93 %
POST CLOSURE RESERVE FUND				
INTEREST ON INVESTMENTS		3,600.00	-3,600.00	
Total POST CLOSURE RESERVE FUND		3,600.00	-3,600.00	
Services	30.00		30.00	
TRANSFER STATION CD INTEREST		300.00	-300.00	
Unapplied Cash Payment Income	355.57		355.57	
Total Income	\$902,967.04	\$1,159,231.00	\$ -256,263.96	77.89 %
GROSS PROFIT	\$902,967.04	\$1,159,231.00	\$ -256,263.96	77.89 %
Expenses				
EQUIPMENT RESERVE FUND				
EQUIPMENT PURCHASES	85,253.85	94,497.00	-9,243.15	90.22 %
Total EQUIPMENT RESERVE FUND	85,253.85	94,497.00	-9,243.15	90.22 %
LANDFILL POST CLOSURE FUND				
CONSULTING ENGINEERING FEES	3,210.00	10,000.00	-6,790.00	32.10 %
DISCONTINUATION PROJECT	412.50		412.50	
LAB TESTING	2,085.10		2,085.10	
LEACHATE DISPOSAL	3,058.40	1,500.00	1,558.40	203.89 %
LEACHATE SEEP REPAIR		2,500.00	-2,500.00	
LEACHATE SYSTEM REPORTS	1,960.00	2,820.00	-860.00	69.50 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
OTHER DISBURSEMENTS	794.99		794.99	
WATER QUALITY REPORTS	7,525.00	5,600.00	1,925.00	134.38 %
Total LANDFILL POST CLOSURE FUND	19,045.99	22,420.00	-3,374.01	84.95 %
Operating Fund Expenses				
Attorney Fees		1,000.00	-1,000.00	
Audits	5,200.00	5,100.00	100.00	101.96 %
Bank Service Charges		100.00	-100.00	
Building and Fixture Repairs	51,102.29	60,000.00	-8,897.71	85.17 %
Building Supplies	673.94	1,000.00	-326.06	67.39 %
Cell Phone Service	865.48	1,680.00	-814.52	51.52 %
Change Fund		50.00	-50.00	
COMMISSION FEES	1,086.18	2,000.00	-913.82	54.31 %
Computer Service	169.02	1,500.00	-1,330.98	11.27 %
Diesel Fuel/Fuel Oil	34,471.69	43,200.00	-8,728.31	79.80 %
Drinking Water Service	324.50	500.00	-175.50	64.90 %
Electricity	3,930.90	5,500.00	-1,569.10	71.47 %
ELECTRONICS RECYCLING	5,566.80	10,000.00	-4,433.20	55.67 %
Engineering Fees	17,067.60	7,000.00	10,067.60	243.82 %
Equipment and Vehicle Repairs	1,364.47	12,000.00	-10,635.53	11.37 %
Gasoline	950.10	1,000.00	-49.90	95.01 %
Insurance Expense	14,277.00	13,024.00	1,253.00	109.62 %
Licenses and Permits	84.00	100.00	-16.00	84.00 %
Medical Supplies		200.00	-200.00	
Meeting/Training Expenses	346.25	1,200.00	-853.75	28.85 %
Membership Dues		450.00	-450.00	
MISC EXPENSES	428.67	0.00	428.67	
Miscellaneous Expenses	345.66		345.66	
NCIARSWA Gate Fees	419,467.44	585,000.00	-165,532.56	71.70 %
NCIARSWA Per Capita Assessments	48,585.48	64,781.00	-16,195.52	75.00 %
Office Supplies	1,225.76	3,000.00	-1,774.24	40.86 %
Other Capital Outlay		0.00	0.00	
Payroll Expenses				
Health Insurance	26,673.56	37,116.00	-10,442.44	71.87 %
IPERS	14,705.60	19,722.00	-5,016.40	74.56 %
Medicare & Social Security	11,917.18	15,982.00	-4,064.82	74.57 %
Unemployment Insurance	450.85	1,963.00	-1,512.15	22.97 %
Wages	155,780.25	208,920.00	-53,139.75	74.56 %
Total Payroll Expenses	209,527.44	283,703.00	-74,175.56	73.85 %
Phone & Internet Service	1,214.31	1,700.00	-485.69	71.43 %
Postage	391.25	550.00	-158.75	71.14 %
Propane	3,457.54	3,000.00	457.54	115.25 %
Public Notices	609.71	1,200.00	-590.29	50.81 %
RCC DISPOSAL/SUPPLIES	15,185.40	13,000.00	2,185.40	116.81 %
Rock	835.28	1,000.00	-164.72	83.53 %
Safety Clothing and Equipment	705.69	2,000.00	-1,294.31	35.28 %
Security Monitoring	995.10	1,300.00	-304.90	76.55 %
Signs	388.27	500.00	-111.73	77.65 %
TIRE REMOVAL	4,246.36	10,000.00	-5,753.64	42.46 %
Tires	7,513.60	8,000.00	-486.40	93.92 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Uniform Service	1,883.93	1,800.00	83.93	104.66 %
Vehicle&Equip. Parts&Supplies	6,564.29	10,000.00	-3,435.71	65.64 %
WORKERS' COMP INSURANCE	5,439.00	6,000.00	-561.00	90.65 %
Total Operating Fund Expenses	866,490.40	1,163,138.00	-296,647.60	74.50 %
Payroll Expenses				
Company Contributions				
Retirement	698.25		698.25	
Total Company Contributions	698.25		698.25	
Taxes	1,027.96		1,027.96	
Wages	12,023.10		12,023.10	
Total Payroll Expenses	13,749.31		13,749.31	
Reconciliation Discrepancies		0.00	0.00	
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	\$984,539.55	\$1,280,055.00	\$-295,515.45	76.91 %
NET OPERATING INCOME	\$-81,572.51	\$-120,824.00	\$39,251.49	67.51 %
NET INCOME	\$-81,572.51	\$-120,824.00	\$39,251.49	67.51 %

HAMILTON COUNTY SOLID WASTE COMMISSION

March - 2023 MONTHLY REPORT

DATE	DAY	TOTAL TONS TO BLDG.	CHARGE RECEIPTS TO BLDG.	CASH RECEIPTS TO PACKER	CASH RECEIPTS TO BLDG.	TOTAL RECEIPTS	PACKER WEIGHT (TONS)	DAY PACKER DUMPED & DISPOSAL CHG	LATEX PAINT FEES
1	Wed	62.32	4371.67	8.00	579.02	5092.69			39.00
2	Thursday	34.33	2576.31	8.00	141.30	2774.61			
3	Fri	73.59	4146.14	8.00	557.35	4741.49			
4	Sat	10.15	195.48	40.00	735.74	1021.22			
5	Sun	0	0.00	0.00	0.00	0.00			
6	Monday	48.78	3672.24	8.00	166.87	3897.11			
7	Tuesday	43.39	2975.42	8.00	540.96	3534.38			
8	Wed	64.32	4838.50	0.00	250.70	5129.20			
9	Thursday	34.22	2632.50	8.00	37.62	2718.32			
10	Fri	37.84	2926.56	24.00	45.00	3010.56			
11	Sat	5.34	125.93	56.00	367.10	599.03			
12	Sun	0	0.00	0.00	0.00	0.00			
13	Mon	30.18	2281.95	8.00	114.23	2436.18			
14	Tuesday	22.89	1533.96	24.00	271.81	1829.77			
15	Wed	53.38	3962.20	32.00	254.26	4480.46			
16	Thursday	39.36	2947.43	24.00	158.07	3171.50			
17	Fri	26.83	18.62.64	8.00	261.68	2214.32			
18	Sat	7.11	163.80	40.00	419.01	642.81			
19	Sun	0	0.00	0.00	0.00	0.00			
20	Mon	50.59	3633.12	56.00	387.47	4159.29	1.86	145.08	
21	Tuesday	26.04	1554.66	16.00	579.58	2188.24			3.00
22	Wed	79.49	5859.00	40.00	478.90	6451.40			
23	Thursday	47.47	3510.11	8.00	247.93	3766.04			
24	Fri	48.41	3460.94	16.00	380.86	3857.80			
25	Sat	5.79	134.16	63.00	460.26	797.42			
26	Sun	0	0.00	0.00	0.00	0.00			
27	Mon	33.43	1874.10	16.00	802.56	2738.66			
28	Tuesday	48.35	3357.90	24.00	507.14	3889.04			
29	Wed	54.01	4185.05	24.00	141.51	4638.56			
30	Thursday	31.56	2326.75	16.00	543.26	2920.01			
31	Fri	52.82	3768.86	32.00	423.96	4373.82			
Total		1071.99	73014.74	615.00	9854.15	87073.93	1.86	145.08	42.00
TOTAL AVG		41.23	2808.26	23.65	379.01	3349.00	0.07	5.58	1.62

HAMILTON COUNTY SOLID WASTE COMMISSION

March - 2023 MONTHLY REPORT

DATE	DAY	Tires, Tubes & Rims		Appliances-White Goods		Tv & Electronics		DAILY FORT DODGE	TONS OF CONSTR.	TONS OF MSW WASTE
		UNITS	RECEIPTS	UNITS	RECEIPTS	UNITS	RECEIPTS	TONS	TO BLDG.	
1	Wed	1.00	5.00	3.00	30.00	4.00	60.00	42.07	2.40	59.92
2	Thursday	0.00	0.00	0.00	0.00	7.00	49.00	53.65	1.28	33.05
3	Fri	0.00	0.00	1.00	10.00	2.00	30.00	51.94	2.59	71.00
4	Sat	0.00	0.00	2.00	20.00	2.00	30.00	20.13	1.68	8.47
5	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Monday	0.00	0.00	5.00	50.00	0.00	0.00	36.05	0.00	48.78
7	Tuesday	0.00	0.00	1.00	10.00	0.00	0.00	57.88	0.84	42.55
8	Wed	0.00	0.00	1.00	10.00	2.00	30.00	54.84	2.75	61.57
9	Thursday	4.00	20.00	3.00	30.00	0.00	0.00	62.81	0.00	34.22
10	Fri	0.00	0.00	0.00	0.00	1.00	15.00	21.49	0.00	37.84
11	Sat	3.00	15.00	2.00	20.00	1.00	15.00	16.73	1.57	3.77
12	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	Mon	0.00	0.00	1.00	10.00	2.00	22.00	12.75	0.00	30.18
14	Tuesday	0.00	0.00	0.00	0.00	0.00	0.00	33.00	1.92	20.97
15	Wed	0.00	0.00	3.00	30.00	14.00	202.00	42.32	1.39	51.99
16	Thursday	13.00	56.00	1.00	10.00	0.00	0.00	35.11	0.00	39.36
17	Fri	12.00	60.00	0.00	0.00	2.00	22.00	26.16	3.51	23.32
18	Sat	0.00	0.00	2.00	20.00	0.00	0.00	12.31	3.71	3.40
19	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Mon	5.00	27.00	1.00	10.70	3.00	45.00	20.95	1.01	49.58
21	Tuesday	4.00	20.00	0.00	0.00	1.00	15.00	53.79	2.68	23.36
22	Wed	0.00	0.00	7.00	73.50	0.00	0.00	77.69	2.39	77.10
23	Thursday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.99	45.48
24	Fri	0.00	0.00	0.00	0.00	0.00	0.00	71.81	3.16	45.25
25	Sat	8.00	70.00	4.00	40.00	2.00	30.00	33.19	0.00	5.79
26	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	Mon	2.00	10.00	0.00	0.00	4.00	36.00	33.22	6.74	26.19
28	Tuesday	0.00	0.00	0.00	0.00	0.00	0.00	37.45	2.46	45.89
29	Wed	38.00	258.00	0.00	0.00	2.00	30.00	49.26	1.17	52.84
30	Thursday	4.00	20.00	0.00	0.00	2.00	14.00	53.66	4.33	31.56
31	Fri	15.00	75.00	1.00	10.00	8.00	64.00	34.11	5.60	47.22
TOTAL		109.00	636.00	38.00	384.20	59.00	709.00	1044.37	55.17	1020.65
TOTAL AVG		4.04	23.56	1.41	14.23	2.19	26.26	38.68	2.04	37.80

HAMILTON COUNTY TRANSFER STATION

Managers Monthly Report for March 2023

Cost Savings Project Update in Ft. Dodge.

At the meeting in Ft. Dodge on 3/21/23 I handed to the Agency members a copy of our cost reduction request towards the end of our discussion. A copy of this document is attached to my report for your viewing. A response was received on April 3, 2023 at 15:43. I have also attached a copy of that for your viewing. Dan, Tim, and myself agreed this counter offer needed to be brought to the Commission for review and approval or not.

Tim from SCS Engineering will be up to entertain our meeting for questions and comments. We have until April 18th at their next meeting in Ft. Dodge before a response is requested.

Future plans for additional manpower.

On 3/27/23 I was informed over the phone that charges were going to be pursued against our employee. On 3/28/23 a termination was carried out for no Class A Drivers license. Confirming employment with Hamilton County Solid Waste no longer existed. Previous employee was given a check for his PTO he had coming. This included 20% of unused sick leave and all unused vacation time minus the insurance premiums paid by the Commission. There was also a deduction for 1-pair of uniform pants not turned in. The next step is how we fill that vacancy, full or part time. Open debate at our next meeting.

TERRY KLAVER

HAMILTON COUNTY

SOLID WASTE COMMISSION

Serving:

BLAIRSBURG
ELLSWORTH
JEWELL
KAMRAR
RANDALL

STANHOPE

WEBSTER CITY
WILLIAMS
RURAL HAM. CO.

WEBSTER CITY, IOWA 50595-

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

Board Members:

The Hamilton County Solid Waste Commission (Commission), as a separate service area within the NCIRSWA comprehensive planning area, has appreciated the partnership we have enjoyed with NCIRSWA since July 1, 2005. Recently, the Commission developed a 10-year financial plan to project upcoming capital and operational expenses and to plan the financial viability of the Commission to offer solid waste management services to the citizens and businesses of Hamilton County served by the Hamilton County transfer station. As part of that planning process, expense items were reviewed and the following were noted:

1. The assessment fee used by NCIRSWA as recycling revenue is assumed to fund recycling services offered by NCIRSWA to the planning area. Hamilton County, however, as a separate service area within the NCIRSWA planning area provides and pays for the recycling services offered to the businesses and residents of the Hamilton County service area and does not receive these services from NCIRSWA. The assessment paid by the Commission to NCIRSWA does not help to fund recycling services within the Hamilton County service area. The amount of assessment fees budgeted by the Commission to pay to NCIRSWA in FYE-23 is \$64,781. It is extremely common that service areas within planning areas retain their assessment fees for use in their service area to help fund solid waste management services within the service area.
2. The Commission budgeted to receive 12,997 tons of waste in FYE-23, which represents \$545,871 in landfill gate fee revenue to NCIRSWA at \$42.00/ton. It is very common for transfer stations to be offered a reduced gate fee compared to the posted gate fee at the landfill. This is the case even for transfer stations that are members of the landfill's planning area as is the case with the Hamilton County transfer station within the NCIRSWA planning area. The reasons for the reduced gate fee are likely related to a combination of the following:
 - Waste from a transfer station is easier to manage than waste from haulers or the general public. Traffic from the Hamilton County transfer station represents only one to three trucks per day.
 - Primarily only solid waste disposal services are being "purchased" by the transfer station. Other services are provided to other areas of the planning area but not to the transfer station service area. This is the case with the Hamilton County service area compared to the NCIRSWA planning area for various services. The Commission provides the funding for Hamilton County service area services such as household hazardous waste management and recycling.
 - Economic incentive for the transfer station to bring waste to the landfill.

For the above reasons, the Hamilton County Solid Waste Commission requests your consideration of the following requests:

1. The Commission begins retainage of the Hamilton County assessment fees beginning July 1, 2023.
2. Waste from the Hamilton County transfer station receives a reduced rate of \$8/ton from the standard rate at the landfill.

The Commission appreciates your consideration of these requests and is available to answer questions you may have.

Goals

1. Agree to a reduction in dollars spent by Hamilton County Solid Waste Commission on an annual basis so that HCSWC can remain economically viable and improve their facilities.
2. Maintain compliance with the Agency's 28E Agreement.
3. Structure an agreement that will not overly burden the operations of the Agency and its staff.

HCSWC Historical Use/Payments

1. Based on HCSWC's usage for the past fiscal year, HCSWC spent a total of \$598,292.36.
 - a. 12,702.66 tons x \$42.00 tipping fee = \$533,511.72 landfill usage
 - b. \$64,780.64 annual assessment
 - c. Total Actual Annual Expenditure = **\$598,292.36**
2. Desired Savings
 - a. Eliminate \$64,780.64 annual assessment.
 - b. Reduce gate fee by \$8.00 per ton x 12,702.66 = \$101,621.28
 - c. Total annual savings = **\$166,401.92**
 - d. Total annual expenditure = \$598,292.36 - \$166,401.92 = **\$431,890.44**

Proposal

1. Agree to a maximum fee to be charged to HCSWC on an annual basis. **Proposed maximum cap is \$430,000.00.** This \$430,000.00 would be billed as follows:
 - a. \$64,780.64 annual assessment
 - i. The annual assessment is billed quarterly (\$16,195.16 quarterly) and is required by the Agency's 28E Agreement.
 - b. \$365,219.36 annual usage fee
 - i. Calculated as \$430,000.00 - \$64,780.64 annual assessment = \$365,219.36
 - ii. This \$365,219.36 annual usage fee would be billed monthly (\$30,434.95). This way, HCSWC will experience savings on a monthly basis.
 - c. The Agency would continue to track HCSWC's usage but would implement a \$0.00 tipping fee.
2. Duration
 - a. Three-year agreement, effective July 1, 2023 and expiring June 30, 2026.
 - b. Agree to meet after year one to confirm the payment mechanics (assessment plus monthly flat fee) works for both sides.
3. Usage Adjustments
 - a. If HCSWC's annual usage increases or decreases by 5%, the parties will meet to determine if a new maximum annual fee should be implemented.
 - i. 5% change in usage = \$27,628.29.
 1. 12,702.66 tons x 5% = 365.133 tons x \$43.50 tipping fee for 2023-2024 fiscal year.

Calculation of NCIRSWA's Proposal

	Tons of Garbage	Tipping Fee	Landfill Usage	Annual Assessment	Total Annual Spend
2021-2022 Fiscal Year	12,702.66	\$ 42.00	\$ 533,511.72	\$ 64,780.64	\$ 598,292.36
2023-2024 Fiscal Year	12,702.66	\$ 43.50	\$ 552,565.71	\$ 64,780.64	\$ 617,346.35
HCSWC Proposal	\$ 12,702.66	\$ 34.00	\$ 431,890.44	\$ -	\$ 431,890.44
				Desired Savings (21-22 Fiscal)	\$ 166,401.92
				Desired Savings (23-24 Fiscal)	\$ 185,455.91
Maximum Cap	Annual Assessment	Total Usage Charge	Total Monthly Flat Fee		
\$ 430,000.00	\$ 64,780.64	\$ 365,219.36	\$ 30,434.95		

RESOLUTION NUMBER - #

**HAMILTON COUNTY SOLID WASTE COMMISSION RESTRICTION OF FUNDS FROM
HAMILTON COUNTY SOLID WASTE COMMISSION LANDFILL POST CLOSURE FUND
AND OPERATING FUND FOR CLOSURE OF THE HAMILTON COUNTY SOLID WASTE
TRANSFER STATION**

THE PURPOSE of this resolution is to approve the restriction of a portion of the Hamilton County Solid Waste Landfill Post Closure Fund and Operating Fund in the amount equal to the most current closure cost estimate for closure of the Hamilton County Solid Waste Transfer Station.

WHEREAS, Iowa Administrative Code 567 Chapter 106.18(1) requires proof of financial assurance coverage prior to the issuance or renewal of a solid waste transfer station permit; and

WHEREAS, Iowa Administrative Code 567 Chapter 106.18(2) requires proof of establishment of a fund for closure costs within 30 days of close of the first fiscal year that begins after July 17, 2002, or at the time of application for a permit for a new transfer station; and

WHEREAS, Iowa Administrative Code 567 Chapter 106.18(3) allows the use of one financial assurance instrument for multiple permitted activities so long as the instrument provides financial assurance for an amount at least equal to the current cost estimates for closure of all sanitary disposal project activities covered; and

WHEREAS, Iowa Administrative Code 567 Chapter 106.18(5) establishes the acceptable financial assurance instruments to be funded in an amount equal to the cost estimate prepared in accordance with subrule 106.18(4), and such shall not be canceled, revoked, disbursed, released, or allowed to terminate without the approval of the department.

WHEREAS, Iowa Administrative Code 567 Chapter 106.18(6) states that if the owner or operator does not properly close the site within the 30-day period allowed, the department shall file a claim with the financial assurance instrument provider to collect the amount of funds necessary to properly close the site.

IT IS HEREBY RESOLVED BY THE HAMILTON COUNTY SOLID WASTE COMMISSION to restrict in equal amount to the most current closure cost estimate of the Hamilton County Solid Waste Landfill Post Closure Fund and Operating Fund for closure of the Hamilton County Solid Waste Transfer Station and agree to comply with the requirements of the closure fund as provided by rule 567-106.18(455B) of the Iowa Administrative Code.

MOVED BY _____ **to pass Resolution #** _____, **and seconded by** _____

This Resolution is passed by the **Hamilton County Solid Waste Commission** on the _____ day of _____

BINNS & STEVENS DUST CONTROL

WE ARE TAKING ORDERS IN HAMILTON COUNTY FOR 2023.

PHONE – 641-672-2566

Check out our website at www.binnsandstevens.com for online forms and payments

When you spread LIQUIDOW™ Liquid Calcium Chloride
on unpaved roads, a lot of problems clear up.

*TM Trademark of Occidental Chemical Corporation

CALCIUM CHLORIDE ATTRACTS MOISTURE; THIS IS WHAT MAKES IT AN EXCELLENT DUST CONTROL AGENT. IT IS PRODUCED FROM NATURAL BRINE DEPOSITS FOUND UNDERGROUND SO IT IS SAFE TO THE ENVIRONMENT. DUST CONTROL IS NOT TOTAL DUST ELIMINATION.

IF YOU WOULD LIKE TO HAVE DUST CONTROL APPLIED IN HAMILTON COUNTY THE PERMIT MUST BE FILLED OUT COMPLETELY, AND SIGNED, THEN SENT TO BINNS & STEVENS, P.O. BOX 1005 OSKALOOSA, IA. 52577 (WITH PAYMENT) BEFORE APRIL 14, 2023.

LATE APPLICATIONS WILL NOT GET DUST CONTROL UNTIL A LATER DATE

DUE TO WEATHER, ROAD, & TRAFFIC CONDITIONS 2 APPLICATIONS ARE RECOMMENDED

A MINIMUM LENGTH OF 500' IS REQUIRED

PRICES FOR THE 2023 SEASON (TAX INCLUDED)

THESE PRICES ONLY GUARANTEED UNTIL APRIL 14, 2023

1 APPLICATION 500' - \$334.50 - ADDITIONAL FOOTAGE OVER 500' (\$.669 per foot)

2 APPLICATIONS 500' - \$630.00 - ADDITIONAL FOOTAGE OVER 500' (\$1.26 per foot)

THERE IS A \$25.00 FEE ON ALL RETURNED CHECKS* *\$100.00 FEE IF A SMALL CLAIM IS FILED

PLEASE HAVE AREA TO BE TREATED CLEARLY FLAGGED AND VISIBLE AT EACH END FOR THE ENTIRE SEASON (MAY TO OCTOBER) EXPLAIN ON THE PERMIT WHERE TREATMENT IS TO BE PLACED. IF FLAGS ARE NOT VISIBLE DRIVERS WILL USE THEIR OWN JUDGMENT FOR LOCATION. **PLEASE NOTE: ALL SPOTS WILL BE MEASURED. ANY FOOTAGE FLAGGED OVER AMOUNT ORDERED WILL BE BILLED TO CUSTOMER. IF YOU ARE NOT SURE OF FLAG DISTANCE AND DO NOT WANT MORE THAN ORDERED PLEASE WRITE IT ON THE PERMIT.**

Dust Control Permit No. _____

Expiration Date _____

**PERMIT APPLICATION FOR
SURFACE APPLICATION OF DUST CONTROL MATERIAL
IN HAMILTON COUNTY, IOWA**

February 13, 2020

Applicant Name: _____ **Tele. #:** _____

Address: _____ **Cell #:** _____

City, State, Zip: _____ **Fax #:** _____

E-Mail Address: _____

Location (Township, Section): _____

Location (E-911 System): _____

Number of Applications Desired _____ **Footage** _____

Special Instructions _____

Contractor Name: Binns & Stevens **Tele. #:** 641-672-2566
(If different from applicant)

Address: PO Box 1005 **Cell #:** _____

City, State, Zip: Oskaloosa, IA 52577 **Fax #:** 641-673-3512

PERMIT PROVISIONS

1. The contractor does agree in order to protect itself, as well as Hamilton County, to have in force a general liability insurance policy during the time of construction in the amount of at least Seven-hundred, fifty-thousand dollars (\$750,000). **A Certificate of Insurance will be provided to Hamilton County prior to any construction.**
2. Traffic control devices, procedures, layouts, signing, and pavement markings installed within the limits of this permit shall conform to the "Manual on Uniform Traffic Control Devices

for Streets and Highways” as adopted by the DOT per 761 of the Iowa Administrative Code chapter 130.

3. Work to be performed in May and August dependent on weather conditions.
4. The applicant shall obtain the permit form directly from their preferred supplier, fill the form out completely, and submit with payment to the company they select to apply the dust control material. The contractor shall also sign the permit and submit to the Hamilton County Engineer for final approval and road preparation.
5. Applicants shall make arrangements with the supplier and applicator of their choosing and financing of the work shall be the sole responsibility of the applicant.
6. The only materials, which may be used on the roadway for dust control, are calcium chloride, magnesium chloride, lignin sulfonate, or soybean oil.
7. The contractor shall inform the County Engineer at least five days prior to application so the road surface can be prepared for the dust treatment or in the event the particular road is scheduled for granular resurfacing, spot resurfacing can be applied by the County prior to the dust treatment.
8. **The county shall continue to perform the necessary maintenance and construction functions required within and upon the treated roadway, and if potholes or other roughness develops, the surface will be bladed to fill the depressions and smooth the surface. Any damage, or apparent damage, of the treated roadway resulting from any operation by Hamilton County shall in no way obligate Hamilton County for its repair or restoration. Blading roads for winter preparation will begin approximately October 1 depending on road and weather conditions.**

(Applicant's Signature) Date _____

(Contractor's Signature) Date _____

PERMIT APPROVED BY:

Hamilton County Engineer Date _____



MEMORANDUM

TO: Mayor & City Council
FROM: Dodie Wolfgram, Finance Director
Daniel Ortiz-Hernandez, City Manager
DATE: April 17, 2023
RE: Public Hearing to Certify the FY24 Budget & CIP-CEP Plan

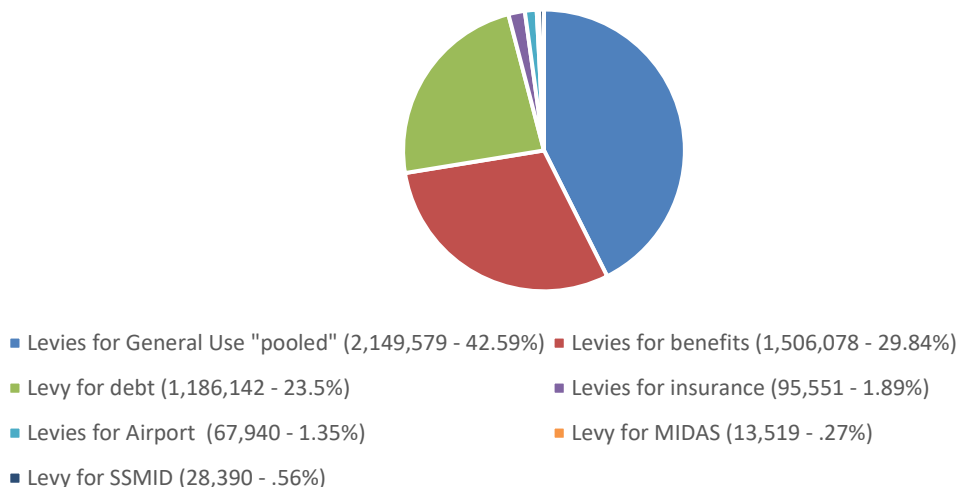
SUMMARY: On an annual basis, the City Council formally adopts a budget and capital improvement plan for the upcoming fiscal year. The public hearing is required to approve and certify the FY24 budget and the City's 5-year Capital Improvement and Equipment Plan.

PREVIOUS COUNCIL ACTION: The City Council set the public hearing on April 3, 2023.

BACKGROUND: The max-levy resolution and a pre-levy authorization for the City to enter into a General Obligation Loan Agreement for an amount not-to-exceed \$300,000 to purchase public safety & street equipment were approved and adopted.

The overall levy amount of the FY24 budget being presented for approval will be 19.69231 that will generate \$5,047,199 of property tax revenue beginning July 1, 2023. The chart below shows the purposes of those dollars. SSMID is part of the overall revenue but not part of the overall levy. SSMID is a self-imposed tax set and paid by those in the downtown district.

FY24 Levy Breakdown by Purpose



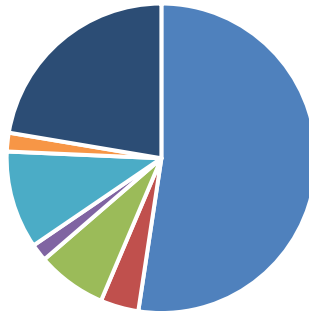
The pooled levies (Regular General, Ag Land, Emergency & Operation of Civic Center) are for all departments within the general fund to use for their operations, improvements and equipment. They are not “levy for what you need” but maxed at a specific dollar rate. We should receive \$2,149,579 from these 4 levies.

The only way to receive more dollars in these levies is for property valuations to increase or new properties built, however legislation could change just how much beginning with FY25. Legislation has been working on a bill (SF356) changes the amount of property taxes we would receive in those “pooled” levies for all to use. The pooled levies that would change are the general levy (8.10), emergency levy (.27) and civic center levy (.135) which combined are 8.51. This bill would combine these 3 levies into a single levy, with this new single levy adjusted each year to allow cities to receive no more than a 2.5% increase in property tax dollars. The Iowa League provided the chart below to show how this new legislation would have changed Webster City’s general fund property tax revenue.

Year	Valuation	Actual Levy	Actual Generated Property Taxes	SF356 Levy	SF356 Generated Property Taxes	Difference
2017	208,600,452	8.51	1,774,147			
2018	218,798,761	8.51	1,860,884	8.30	1,815,496	(45,388)
2019	225,188,519	8.51	1,915,228	8.10	1,822,942	(92,286)
2020	231,020,687	8.51	1,964,832	8.10	1,871,268	(93,564)
2021	250,501,481	8.51	2,130,515	7.85	1,965,193	(165,322)
2022	252,249,654	8.51	2,145,383	8.10	2,043,222	(102,161)
2023	255,435,758	8.51	2,172,482	8.10	2,069,030	(103,452)

The majority of general revenue comes from property taxes (52.39%) and transfers in from the utilities (22.35%) as shown in the “General Fund Revenues by Category” chart below. The property tax amount of \$2,260,734 shown on this chart includes \$2,085 for anticipated mobile home taxes that are not part of the certification page. \$109,070 of this will be for a specific purpose (\$13,519-MIDAS & \$95,551-Property & Liability insurance).

General Fund Revenues by Category



- Property Taxes (2,260,734 - 52.39%)
- License & Permits (172,330 - 3.99%)
- Use of Money/Property (313,965 - 7.28%)
- Intergovernmental (78,643 - 1.82%)
- Charges for Svc & Fees (440,950 - 10.22%)
- Miscellaneous (83,750 - 1.95%)
- Transfers In from Utilities (964,448 - 22.35%)

We have included a spreadsheet entitled “Summary of Major Funds” to show a high-level picture of how each of these funds will look at 6-30-24 if we spend everything budgeted in our current year (beginning balance) and all within FY24 budget. Each fund also has a more detailed spreadsheet showing how the fund will look in 5 years and also includes a breakdown of revenues and expenses.

GENERAL FUND – As presented, we will be using \$501,591 of reserves, will increase the debt levy to borrow \$220,800 for public safety equipment as well as street painting equipment and includes a \$532,640 transfer to the Parks & Recreation Improvement Fund.

ROAD USE FUND – We will be spending \$998,035 of road use reserves with the FY24 budget. Equipment purchases are \$627,750 (with 65,000 paid with loan proceeds) and \$367,500 of storm sewer and bridge projects.

AIRPORT FUND – This fund dips into reserves slightly over the next 5 years but not a huge concern as we show a good ending balance after each year. The majority of expenses for the Airport are projects, with the expenses offset by grants. These grants pay for 95% of the federal project costs and typically 50% of the state project costs.

CAPITAL IMPROVEMENT (LOSST) FUND – The City’s LOSST fund is used for the street, sidewalk and storm sewer costs of our annual street projects. Although this fund looks fairly healthy today, state legislature is talking about changing how cities would receive this tax. Senate File 550 proposes eliminating the 1% local option tax and increasing the sales & use tax to 7% and distribute a portion to local governments. The financial impact to Webster City if this happens is unknown, however; all governments will receive a portion even if they do not have the local option tax in their community prior

to the change. The bill also shows a reduction of the amount allocated to the local governments each year.

ELECTRIC FUND – The Electric utility looks good at the end of fiscal year 2023-24, but will need to adjust rates and bond for the many improvements needed over the next 5 years.

WATER FUND – The water utility budget cannot be adopted without the council also approving a new water revenue bond and rate increases. PFM gave us a cash flow projection spreadsheet in February of 2022 showing a new revenue bond and rate increases, however our capital improvement needs have changed since then and will need to be reworked.

SEWER FUND – The sewer fund looks to be in good shape with the bond proceeds offsetting the estimated work to be completed in FY24 on the construction of the new wastewater treatment plant. Rates were adjusted based on the current cost opinion; however, exact costs of the project will be unknown until it is sent out to bid for construction.

CAPITAL IMPROVEMENT PLAN

All of the projects budgeted for FY24 were presented to council at the workshop. The total to be spent in FY24 is \$25,913,050 with \$832,500 being funded with Federal dollars (FAA), \$1,146,990 from ARPA (AMI water meters), \$100,000 from a FEMA Grant, \$7,500,000 of the new Wastewater Plant from a sewer bond/SRF loan, \$1,124,374 from remaining proceeds from GO Bond 2021A, \$1,257,626 from LOSST. We will need to borrow for the water plant & electric projects and may need to set up a temporary internal loan in the interim for water.

CAPITAL EQUIPMENT PLAN

The equipment was also presented to council at the workshop. The majority of the equipment for the Public Safety departments has been included in the new debt asking from the pre-levy public hearing held on April 3, 2023. We will only be purchasing the Fire Department tanker truck if we receive a grant to fund the majority of the cost.

Our portion of the tax levy will be 19.69231 which includes asking for all needed dollars to pay for general fund employee benefits, property & liability insurance and debt service. We will ask for the maximum allowable for the general, emergency, airport, ag land, civic center. The dollar amount to be passed through to MIDAS will remain the same which adjusts the levy slightly. The Self Supported Municipal Improvement District (SSMID) levy is in addition to this levy and is set by those who will be paying it in the downtown district.

YEARLY PROPERTY TAX INCREASE - PROPOSED LEVY - ADD'L DEBT						
	FY23	FY24	New Debt			
Rollback	0.541302	0.5465				
City Levy	17.6715	18.59525	19.6923			
Valuation	FY23	FY24	Difference		w/Debt	Difference
20,000	191.31	203.25	11.93		215.24	23.92
25,000	239.14	254.06	14.92		269.05	29.91
30,000	286.97	304.87	17.90		322.86	35.89
35,000	334.80	355.68	20.88		376.66	41.87
40,000	382.62	406.49	23.87		430.47	47.85
50,000	478.28	508.12	29.83		538.09	59.81
75,000	717.42	762.17	44.75		807.14	89.72
100,000	956.56	1,016.23	59.67		1,076.18	119.62
125,000	1,195.70	1,270.29	74.59		1,345.23	149.53
150,000	1,434.84	1,524.35	89.50		1,614.28	179.43
175,000	1,673.98	1,778.40	104.42		1,883.32	209.34
200,000	1,913.12	2,032.46	119.34		2,152.37	239.24
225,000	2,152.26	2,286.52	134.25		2,421.41	269.15
250,000	2,391.40	2,540.58	149.17		2,690.46	299.06
275,000	2,630.55	2,794.63	164.09		2,959.51	328.96
300,000	2,869.69	3,048.69	179.01		3,228.55	358.87
325,000	3,108.83	3,302.75	193.92		3,497.60	388.77
350,000	3,347.97	3,556.81	208.84		3,766.64	418.68

RECOMMENDATION: Staff recommends the City Council approve the budget as presented and authorizes the submittal of the budget to the Department of Management and County Auditor.

Levy Information

Purpose/Title		Description	Dollar Limit	Currently Using	Amount Certified 2023/2024 Budget
Regular General levy		A city may certify taxes to be levied by the county on all taxable property within the city limits, for all city government purposes. However, the tax levied by a city on tracts of land and improvements thereon used and assessed for agricultural or horticultural purposes, shall not exceed three dollars and three-eighths cents per thousand dollars of assessed value in any year. Improvements located on such tracts of land and not used for agricultural or horticultural purposes and all residential dwellings are subject to the same rate of tax levied by the city on all other taxable property within the city. A city's tax levy for the general fund shall not exceed eight dollars and ten cents per thousand dollars of taxable value in any tax year, except for the levies authorized in section 384.12.	8.10000	Yes	8.10000
Ag Land		A city may certify taxes to be levied by the county on all taxable property within the city limits, for all city government purposes. However, the tax levied by a city on tracts of land and improvements thereon used and assessed for agricultural or horticultural purposes, shall not exceed three dollars and three-eighths cents per thousand dollars of assessed value in any year. Improvements located on such tracts of land and not used for agricultural or horticultural purposes and all residential dwellings are subject to the same rate of tax levied by the city on all other taxable property within the city. A city's tax levy for the general fund shall not exceed eight dollars and ten cents per thousand dollars of taxable value in any tax year, except for the levies authorized in section 384.12.	3.00375	Yes	3.00375
Debt Service Levy	76.10(6)	A city shall establish a debt service fund and shall certify taxes to be levied for the debt service fund in the amount necessary to pay: (1) Judgments against the city, except those authorized by state law to be paid from other funds. (2) Interest as it becomes due and the amount necessary to pay, or to create a sinking fund to pay, the principal at maturity of all general obligation bonds issued by the city or to pay, or to create a sinking fund to pay, amounts as due on loans received through the Iowa community development loan program.* (3) Payments required to be made from the debt service fund under a lease or lease-purchase agreement. (4) Payments required to be made from the debt service fund under a loan agreement. Moneys pledged or available to service general obligation bonds, and received from sources other than property taxes, must be deposited in the debt service fund.	Amt Nec	Yes	4.55306
Capital Projects	(Capital Improv. Reserve)	A city may establish a capital improvements reserve fund, and may certify taxes not to exceed sixty-seven and one-half cents per thousand dollars of taxable value each year to be levied for the fund for the purpose of accumulating moneys for the financing of specified capital improvements, or carrying out a specific capital improvement plan. The question of the establishment of a capital improvements reserve fund, the time period during which a levy will be made for the fund, and the tax rate to be levied for the fund is subject to approval by the voters, and may be submitted at any city election upon the council's motion, or shall be submitted at the next regular city election upon receipt of a valid petition as provided in section 362.4. If a continuing capital improvements levy is established by election, it may be terminated in the same manner, upon the council's motion or upon petition. Balances in a capital improvements reserve fund are not unencumbered or unappropriated funds for the purpose of reducing tax levies.	0.67500	No	0.00000
		Transfers may be made between the capital improvements reserve fund, construction funds, and the general fund, as provided in rules promulgated by the city finance committee created in section 384.13.			

Levy Information

Purpose/Title	Description	Dollar Limit	Currently Using	Amount Certified 2023/2024 Budget
<u>Non-Voted Other Permissible Levies</u>				
Contract for use of Bridge	A tax for the purpose of carrying out the terms of a contract for the use of a bridge by a city situated on a river over which a bridge has been built. The tax may not exceed sixty-seven and one-half cents per thousand dollars of assessed value each year.	0.67500	No	0.00000
Opr & Maint publicly owned Transit	A tax for the operation and maintenance of a municipal transit system, and for the creation of a reserve fund for the system, in an amount not to exceed ninety-five cents per thousand dollars of assessed value each year, when the revenues from the transit system are insufficient for such purposes, but proceeds of the tax may not be used to pay interest and principal on bonds issued for the purposes of the transit system.	0.95000	Yes	0.05373
Rent, Ins. Maint of Civic Center	If a city has entered into a lease of a building or complex of buildings to be operated as a civic center, a tax sufficient to pay the installments of rent and for maintenance, insurance and taxes not included in the lease rental payments.	Amt Nec	No	0.00000
Opr & Maint of City owned Civic Center	A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value each year for operating and maintaining a civic center owned by a city.	0.13500	Yes	0.13500
Planning a Sanitary Disposal Project	A tax not to exceed six and three-fourths cents per thousand dollars of assessed value for planning a sanitary disposal project.	0.06750	No	0.00000
Aviation Authority (under sec.330A.15)	A tax not to exceed twenty-seven cents per thousand dollars of assessed value each year for an aviation authority as provided in section 330A.15.	0.27000	Yes	0.27000
Joint city-county building lease	If a city has joined with the county to form an authority for a joint county-city building, as provided in section 346.27, and has entered into a lease with the authority, a tax sufficient to pay the annual rent payable under the lease.	Amt Nec	No	0.00000
Levee Impr. fund in special charter city	A tax not to exceed six and three-fourths cents per thousand dollars of assessed value each year for a levee improvement fund in special charter cities as provided in section 420.155.	0.06750	No	0.00000
Liability, property & self insurance costs	A tax to pay the premium costs on tort liability insurance, property insurance, and any other insurance that may be necessary in the operation of the city, the costs of a self-insurance program, the costs of a local government risk pool and amounts payable under any insurance agreements to provide or procure such insurance, self-insurance program, or local government risk pool.	Amt Nec	Yes	0.37973
Support of a Local Emerg.Mgmt.Comm.	A tax for the support of a local emergency management commission established pursuant to chapter 29C.	Amt Nec	No	0.00000

Levy Information

Purpose/Title	Description	Dollar Limit	Currently Using	Amount Certified 2023/2024 Budget
<u>Voted Other Permissible Levies</u>				
Instrumental/Vocal Music Groups	A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value for the support of instrumental or vocal musical groups, one or more organizations which have tax-exempt status under section 501(c)(3) of the Internal Revenue Code and are organized and operated exclusively for artistic and cultural purposes, or any of these purposes, subject to the following: (a) Upon receipt of a petition valid under the provisions of section 362.4, the council shall submit to the voters at the next regular city election the question of whether a tax shall be levied. (b) If a majority approves the levy, it may be imposed. (c) The levy can be eliminated by the same procedure of petition and election. (d) A tax authorized by an election held prior to the effective date of the city code may be continued until eliminated by the council, or by petition and election.	0.13500	No	0.00000
Memorial Building	A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1.	0.81000	No	0.00000
Symphony Orchestra	A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value for support of a symphony orchestra, subject to the provisions of subsection 1.	0.13500	No	0.00000
Cultural & Scientific Facilities	A tax not to exceed twenty-seven cents per thousand dollars of assessed value for the operation of cultural and scientific facilities, subject to the provisions of subsection 1, except that the question may be submitted on the council's own motion.	0.27000	No	0.00000
County Bridge	A tax to aid in the construction of a county bridge, subject to the provisions of subsection 1, except that the question must be submitted at a special election. The expense of a special election under this subsection must be paid by the county. The notice of the special election must include full details of the proposal, including the location of the proposed bridge, the rate of tax to be levied, and all other conditions.	As Voted	No	0.00000
Missi or Missouri River Bridge Const.	A tax to aid a company incorporated under the laws of this state in the construction of a highway or combination bridge across any navigable boundary river of this state, commencing or terminating in the city and suitable for use as highway, or for both highway and railway purposes. This tax levy is subject to the provisions of subsections 1 and 5. The levy is limited to one dollar and thirty-five cents per thousand dollars of the assessed value of taxable property in the city. The estimated cost of the bridge must be at least ten thousand dollars, and the city aid may not exceed one-half of the estimated cost. The notice of the special election must include the name of the corporation to be aided, and all conditions required of the corporation. Tax moneys received for this purpose may not be paid over by the county treasurer until the city has filed a statement that the corporation has complied with all conditions.	1.35000	No	0.00000

Levy Information

Purpose/Title	Description	Dollar Limit	Currently Using	Amount Certified 2023/2024 Budget
<u>Voted Other Permissible Levies Continued</u>				
Aid to a Transit Company	A tax for aid to a public transportation company, subject to the procedure provided in subsection 1, except the question must be submitted at a special election. The levy is limited to three and three-eighths cents per thousand dollars of assessed value. In addition to any other conditions the following requirements must be met before moneys received for this purpose may be paid over by the county treasurer: (a) The public transportation company shall provide the city with copies of state and federal income tax returns for the five years preceding the year for which payment is contemplated or for such lesser period of time as the company has been in operation. (b) The city shall, in any given year, be authorized to pay over only such sums as will yield not to exceed two percent of the public transportation company's investment as the same is valued in its tax depreciation schedule, provided that corporate profits and losses for the five preceding years or for such lesser period of time as the company has been in operation shall not average in excess of a two percent net return. Taxes levied under this subsection may not be used to subsidize losses incurred prior to the election required by this subsection.	0.03375	No	0.00000
Maintain Institution received by gift/devise	A tax not to exceed twenty and one-half cents per thousand dollars of assessed value each year to maintain an institution received by gift or devise, subject to an election as required under subsection 1.	0.20500	No	0.00000
City Emergency Medical District	A tax to fund an emergency medical services district under chapter 357G.	1.00000	No	0.00000
Support Public Library	A tax not to exceed twenty-seven cents per thousand dollars of assessed value for support of a public library, subject to petition and referendum requirements of subsection 1, except that if a majority approves the levy, it shall be imposed.	0.27000	No	0.00000
Unified Law Enforcement	The board of supervisors, or the city councils of a district composed only of cities, may, and upon receipt of a petition signed by five percent of the registered voters residing in the district shall, submit a proposition to the electorate residing in the district at any general election or at a special election held throughout the district. The proposition shall provide for the establishment of a public safety fund and the levy of a tax on taxable property located in the district at rates not exceeding the rates specified in this section for the purpose of providing additional moneys for the operation of the district. The ballot for the election shall be prepared in substantially the form for submitting special questions at general elections and the form of the proposition shall be substantially as follows: Shall an annual levy, the amount of which will not exceed a rate of one dollar and fifty cents per thousand dollars of assessed value of the taxable property in the unified law enforcement district be authorized for providing additional moneys needed for unified law enforcement services in the district? If a majority of the registered voters in each city and the unincorporated area of the county voting on the proposition approve the proposition, the county board of supervisors for unincorporated area and city councils for cities are authorized to levy the tax as provided in section 28E.23. Such moneys collected pursuant to the tax levy shall be expended only for providing additional moneys needed for unified law enforcement services in the district and shall be in addition to the revenues raised in the county and cities in the district from their general funds which are based upon an average of revenues raised for law enforcement purposes by the county or city for the three previous years. The amount of revenues raised for law enforcement purposes by the county for the three previous years shall be computed separately for the unincorporated portion of the district and for each city in the district.	1.50000	No	0.00000

Levy Information

Purpose/Title	Description	Dollar Limit	Currently Using	Amount Certified 2023/2024 Budget
<u>Special Revenue Levies</u>				
Emergency (if general fund at levy limit)	A city may establish an emergency fund and may certify taxes not to exceed twenty-seven cents per thousand dollars of taxable value each year to be levied for the fund. Transfers may be made from the emergency fund to the general fund as provided in rules promulgated by the city finance committee created in section 384.13.	0.27000	Yes	0.27000
Police & Fire Retirement	A city may establish trust and agency funds for the following purposes: 1. Accounting for pension and related employee benefit funds as provided by the city finance committee. A city may make contributions to a retirement system other than the Iowa public employees' retirement system for its city manager, or city administrator performing the duties of city manager, in an annual amount not to exceed the amount that would have been contributed by the employer under section 97B.11. If a police chief or fire chief has submitted a written request to the board of trustees to be exempt from chapter 411, authorized in section 411.3, subsection 1, a city shall make contributions for the chief, in an amount not to exceed the amount that would have been contributed by the city under section 411.8, subsection 1, paragraph "a", to the international city management association/retirement corporation. A city may certify taxes to be levied for a trust and agency fund in the amount necessary to meet its obligations.	Amt Nec	Yes	1.06340
FICA & IPERS (if general fund at levy limit)		Amt Nec	Yes	1.11779
<u>Special Revenue Levies Continued</u>				
Other Employee Benefits	For additional guidelines and definitions of Police & Fire Retirement, FICA & IPERS, and Other Employee Benefits.2. Accounting for gifts received by the city for a particular purpose. 3. Accounting for money and property received and handled by the city as trustee or custodian or in the capacity of an agent.	Amt Nec	Yes	3.80411

SUMMARY OF MAJOR FUNDS
FY24 BUDGET

	100 <u>General</u>	100B <u>Econ Dev</u>	100C <u>P&R Impr</u>	204 <u>Road Use</u>	205 <u>Airport</u>	500 <u>LOSST</u>
Estimated Beginning Cash Balance at 7-1-23	2,288,559	1,058,834	-	1,734,034	654,034	4,235,391
REVENUES	3,350,372	5,000		1,012,000	124,730	1,040,000
LOAN PROCEEDS	220,800	-		65,000		-
GRANTS	450,000	-	37,410	-	795,000	-
INTERNAL LOAN PAYBACK		600,000		-	-	-
TRANSFERS IN	<u>964,448</u>	<u>-</u>	<u>532,640</u>	<u>-</u>	<u>-</u>	<u>-</u>
	4,985,620	605,000	570,050	1,077,000	919,730	1,040,000
OPERATION EXPENSES	3,372,796			839,785	118,030	
IMPROVEMENTS	795,000		570,050	367,500	925,000	2,627,000
CAPITAL EQUIPMENT EXPENSES	786,775			627,750	-	
DEBT PAYMENT						
TRANSFERS OUT	<u>532,640</u>	<u>1,663,834</u>	<u>-</u>	<u>240,000</u>	<u>-</u>	<u>-</u>
	5,487,211	1,663,834	570,050	2,075,035	1,043,030	2,627,000
EXCESS (DIFICIENCY) OF REV VS EXPENSES	(501,591)	(1,058,834)	-	(998,035)	(123,300)	(1,587,000)
ENDING CASH BALANCE AT 6-30-24	1,786,968	-	-	735,999	530,734	2,648,391

	601 <u>Electric</u>	602 <u>Water</u>	603 <u>Sewer</u>
Estimated Beginning Cash Balance at 7-1-23	8,116,611	(584,233)	5,364,300
REVENUES	14,000,063	2,574,203	3,828,005
LOAN PROCEEDS	-	-	7,500,000
GRANTS	-	1,146,990	100,000
INTERNAL LOAN PAYBACK	-	-	-
TRANSFERS IN	<u>1,663,834</u>	<u>-</u>	<u>-</u>
	15,663,897	3,721,193	11,428,005
OPERATION EXPENSES	11,838,298	2,718,834	2,158,632
IMPROVEMENTS	5,933,000	5,583,000	8,495,000
CAPITAL EQUIPMENT EXPENSES	362,745	197,195	693,985
DEBT PAYMENT	1,074,352	319,063	
TRANSFERS OUT	<u>710,404</u>	<u>121,003</u>	<u>721,003</u>
	19,918,799	8,939,095	12,068,620
EXCESS (DIFICIENCY) OF REV VS EXPENSES	(4,254,902)	(5,217,902)	(640,615)
ENDING CASH BALANCE AT 6-30-24	3,861,709	(5,802,135)	4,723,685

CITY OF WEBSTER CITY
100 - GENERAL FUND OPERATIONS & EQUIPMENT
FY24 - FY28 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget
OPERATIONS	2,324,515							
EQUIPMENT	<u>308,009</u>							
BEGINNING BALANCE	2,632,524	2,929,620	2,906,529	2,288,559	1,786,968	1,411,903	320,194	(1,039,055)
REVENUES								
Property Taxes on Certification Page	2,268,356	2,235,278	2,267,331	2,258,649	2,258,649	2,258,649	2,258,649	2,258,649
Mobile Home Taxes not on cert page	2,865	2,831	2,065	2,085	2,085	2,085	2,085	2,085
Licenses & Permits	195,277	221,119	123,830	172,330	122,330	122,330	122,330	122,330
Intergovernmental	103,880	122,936	82,723	78,643	71,100	65,359	58,716	52,073
Charges for Services	420,963	477,296	441,050	440,950	446,950	446,950	446,950	446,950
Fines & Forfeits	11,313	8,163	25,000	41,000	41,000	41,000	41,000	41,000
Contributions	6,934	5,625	2,500	2,500	2,500	2,500	2,500	2,500
Refunds & Reimbursements	45,195	4,467	12,000	5,000	5,000	5,000	5,000	5,000
Miscellaneous	49,158	106,608	24,472	35,250	28,000	28,250	28,500	28,750
Use of Money & Property	174,396	182,915	180,526	182,465	182,965	186,024	189,145	192,327
Interest on Investments	<u>58,546</u>	<u>39,243</u>	<u>57,000</u>	<u>131,500</u>	<u>131,500</u>	<u>131,500</u>	<u>131,500</u>	<u>131,500</u>
	3,336,883	3,406,481	3,218,497	3,350,372	3,292,079	3,289,647	3,286,375	3,283,164
OTHER REVENUE								
Loan Proceeds	960,708			220,800				
Grants				450,000				
Sale of Land Proceeds	<u>22,911</u>	<u>92,791</u>	-	-	-	-	-	-
	983,619	92,791	-	670,800	-	-	-	-
EXPENDITURES								
Public Safety	1,751,680	1,753,438	1,896,635	2,001,113	2,139,503	2,220,377	2,307,066	2,371,508
Tornado Siren		10,645	12,000	18,500				
OH Door Motors & Openers			11,044	11,500				
Police Dispatch Console				25,000				
Public Works	678,020	513,077	516,777	558,017	554,644	558,585	566,249	568,729
Health & Social Services	36,245	16,487	26,044	48,049	48,205	48,367	48,536	48,711

CITY OF WEBSTER CITY
100 - GENERAL FUND OPERATIONS & EQUIPMENT
FY24 - FY28 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget
EXPENDITURES CONTINUED								
Culture & Recreation	884,237	982,926	1,037,063	1,043,055	1,071,741	1,108,050	1,131,536	1,138,232
Depot-HVAC	4,059							
Sr Center-Tuckpoint		20,000						
Cemetery-OH Door	4,625							
Cemetery-HVAC	6,522							
Cemetery-GIS	7,340		20,000					
Cemetery-Tiling			60,000					
Cemetery-Asphalt Roads				25,000		25,000		25,000
Cemetery-Bandstand Tuckpoint					8,000			
Community & Econ Develop	174,515	163,522	203,704	194,600	172,007	176,642	181,398	186,308
Re-Wrap Billboard Sign				15,000				
General Government	186,153	179,286	229,421	227,962	303,134	307,551	316,208	301,728
City Hall-Carpet	3,032							
City Hall-Tuckpoint	9,800							
City Hall-Basement	3,518							
City Wide ADA Plan (20%)			22,200					
City Hall-HVAC	-	-	-	700,000	-	-	-	-
TOTAL EXP INCLUDING IMPR	3,749,746	3,639,381	4,012,688	4,167,796	4,297,234	4,444,572	4,550,993	4,640,216

CITY OF WEBSTER CITY
100 - GENERAL FUND OPERATIONS & EQUIPMENT
FY24 - FY28 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget
TRANSFERS IN								
From Electric	633,570	620,688	693,411	709,952	717,051	724,222	731,464	738,779
From Water	92,870	90,462	114,254	128,496	162,767	163,833	167,110	170,452
From Sewer	99,209	91,807	114,721	114,000	114,432	116,721	119,055	122,627
From Road Use (for Equip)	125,000	125,000	200,000	-	-	-	-	-
From Lease Proceeds	-	11,734	-	12,000	12,000	12,000	12,000	12,000
	<u>950,649</u>	<u>939,691</u>	<u>1,122,386</u>	<u>964,448</u>	<u>1,006,250</u>	<u>1,016,776</u>	<u>1,029,629</u>	<u>1,043,858</u>
TRANSFERS OUT								
To Annual Str Mtc-Parking Lots	212,150	210,244	1,423					
To E Twin-reconcile fund		90,147						
To W Twin-reconcile fund		1,340						
To Boone River Trail-reconcile		2,165						
To Park & Rec Improve-reconcile		131,830	205,345	532,640	45,000	370,000	295,000	450,000
To Annual Str Mtc-remaining bond funds	-	-	317,322	-	-	-	-	-
	<u>212,150</u>	<u>435,726</u>	<u>524,090</u>	<u>532,640</u>	<u>45,000</u>	<u>370,000</u>	<u>295,000</u>	<u>450,000</u>
Reclassification		777						
Accrual Adjustments	(1,035,922)	(353,949)	-	-	-	-	-	-

CITY OF WEBSTER CITY
100 - GENERAL FUND OPERATIONS & EQUIPMENT
FY24 - FY28 BUDGET PROJECTION

	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2023-2024 Proposed Budget	2024-2025 Proposed Budget	2025-2026 Proposed Budget	2026-2027 Proposed Budget	2027-2028 Proposed Budget
CAPITAL EQUIPMENT DISBURSEMENTS								
IT		3,968	5,244					
Aruba Switch (x2) (Fuller Hall & Fire)				975				
Aruba Switch (x2) (Street & Waste Water)					975			
Aruba Switch (x2) (Cemetery & Water)						975		
Aruba Switch (x2) (PD & City Hall)							975	
Update PD & Primary Cisd Server				6,000	3,000			
Toughbooks					1,785	1,785	1,785	1,785
Uninterruptible Power Supply (UPS) Replace				750		1,800		750
City Manager		766						
Police	90,135	221,348	65,000					
Police Ammunition				6,500	6,500		6,500	
Police Radar Speed Trailer						8,500		
Police Shotguns					6,000	6,000		
Police Tasers				8,000	8,000	8,000		
Police Vehicle Loan				64,400	64,400			
Police Car				65,000			65,000	65,000
Police Vehicle In-Car Cameras				20,000	20,000	25,000		
Toughbooks				11,900				
Fire	22,825	50,890	101,861					
A36- WILDLAND 4x4 w/ Pump						105,000		
Battery Operated PPV fan				7,000				
Battery Operated R.A.M. & Cutter					10,000		15,000	
Digital Pager				10,000	10,000	10,000		
Heavy Struts					25,000			
Hydraulic Tool Set					30,000			
Mobile (cb) Radio				6,000	6,000	6,000		
Portable Radio				10,500	10,500	10,500		
PPE Wash Machine				8,000				
Pumper Truck							650,000	

Tanker Truck				450,000				
Turnout Gear				18,500	19,000	19,500	20,000	21,000
Street	140,457	25,656	186,645					
PAINT MACHINE #43				10,000				
PAINT TRAILER					10,000			
STREET SWEEPER						310,000		
GIS	2,943	1,584	2,500					
GPS Device for Utility Locating and Mapping				2,500	2,500	2,500	2,500	2,500
Recreation & Public Grounds	50,117	75,369	59,200					
10' Rotary Cutter								37,500
J.D. Terrain Cut Mower					62,000		55,000	
Mini Tractor						40,000		
Parallel Arm Rotary Cutter								40,000
Pickup				38,000				42,000
Skid Loader Auger Attach.				6,500				
Slit Seeder						12,000		
Snow Pusher Attachment					10,000			
Stand on Aerator				15,000				
Trailer				20,000				
Zero Turn Mowers					25,500	16,000	12,500	
Public Works	-	2,004	1,625		-	-	-	-
Mass Notification System	-	-	-	1,250	-	-	-	-
TOTAL CAPITAL EQUIP DISBURSEMENTS	306,477	381,585	422,075	786,775	331,160	583,560	829,260	210,535
CAPITAL EQUIP RECEIPTS/ADJUSTMENT	330,240	347,810	-	-	-	-	-	-
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	297,096	(23,091)	(617,970)	(501,591)	(375,065)	(1,091,709)	(1,359,249)	(973,729)
BALANCE-OPERATIONS & EQUIP	2,929,620	2,906,529	2,288,559	1,786,968	1,411,903	320,194	(1,039,055)	(2,012,784)

CITY OF WEBSTER CITY
100 - GENERAL FUND ECONOMIC DEVELOPMENT SUB-FUND
FY24 - FY28 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget
BEGINNING BALANCE	1,139,134	1,057,160	1,053,834	1,058,834				
RECEIPTS								
Interest Earned	11,041	8,161	5,000	5,000				
EXPENSES								
WC Daycare - Childcare Coalition	12,500	-						
WC Daycare - Bridge Grant	-	10,000						
605 2nd Street (Demolition, Utilities, Deed, Engineering)	<u>80,515</u>	<u>1,487</u>						
	93,015	11,487						
TRANSFERS IN								
From Sewer Improvement Reserve								
Payback Internal Loan				600,000				
TRANSFERS OUT								
To Electric Improvement Reserve				1,663,834				
ENDING CASH & INVESTMENT BALANCE	1,057,160	1,053,834	1,058,834	-				

**CITY OF WEBSTER CITY
PARK & REC IMPROVEMENTS
FY24 - FY28 BUDGET PROJECTION**

	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2023-2024 Proposed Budget	2024-2025 Proposed Budget	2025-2026 Proposed Budget	2026-2027 Proposed Budget	2027-2028 Proposed Budget
Beginning Cash/Investment Balance			-	-	-			
IMPROVEMENT PROJECTS								
Senior Center - Tuckpointing								
W Twin Park Shelter								
Brewer Creek Park Shelter Improvements								
Wehrheim Basketball Court								
Outdoor Pool Mechanical Room			20,000					
Outdoor Pool Slide Repair			80,000					
KY Park N Shelter Repair				75,000				
Outdoor Pool Roof Replacement				25,000				
Outdoor Pool Pipe Replacement				20,000	20,000	20,000	20,000	20,000
Splashpad				450,050				
KY Park Tuckpoint/Repair/Clean Shelters					10,000			
Nokomis Park-Building Exterior Replacement					40,000			
Boone River Trail Concrete Replacement						50,000		
Outdoor Pool Filter Replacement						300,000		
KYP Property Fence						25,000		
Lions Park Basketball Renovation							20,000	
Lions Park Shelter							30,000	
Wilson Brewer Trail Connection to Boone River Trail							250,000	
KYP Girl Scout Lodge Building Improvement								80,000
Outdoor Pool Motor/Pump Reconditioning								50,000
Outdoor Pool Slide Replacement			-	-	-	-	-	325,000
			100,000	570,050	70,000	395,000	320,000	475,000
TRANSFERS IN								
FR Hotel/Motel			37,410	37,410	25,000	25,000	25,000	25,000
FR General Fund			62,590	532,640	45,000	370,000	295,000	450,000
			100,000	570,050	70,000	395,000	320,000	475,000
ENDING BALANCE - PARK & REC IMPROVEMENT FUND				89 of 349	-	-	-	-

CITY OF WEBSTER CITY, IOWA								
204 ROAD USE TAX FUND								
2023-2024 BUDGET PROJECTION								
				2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	2020-2021	2021-2022	2022-2023	Future	Future	Future	Future	Future
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE*	1,922,776	1,618,215	1,393,356	1,734,034	735,999	68,505	(357,037)	(721,259)
REVENUE								
Intergovernmental (RUT, FEMA)	1,198,332	1,044,148	1,150,204	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Interest on Investments	12,773	12,493	12,000	12,000	12,000	12,000	12,000	12,000
Loan Proceeds				65,000				
Other-Insurance Claims	-	24,551	-	-	-	-	-	-
Accrual Adjustment	-	-	-	-	-	-	-	-
Total Receipts	1,211,105	1,081,192	1,162,204	1,077,000	1,012,000	1,012,000	1,012,000	1,012,000
EXPENSES								
<i>Roads, Bridges, Sidewalks</i>	481,495	502,460	729,304	502,329	495,255	512,642	464,662	447,529
New Street Building	855,985							
ADA Transition Plan			22,200					
<i>Snow & Ice Control</i>	114,942	107,768	161,216	135,445	149,965	150,080	159,892	168,910
<i>Storm Sewers</i>	84,787	109,045	129,987	120,556	129,105	132,377	135,781	139,324
Storm Sewer Headwall into Boone River				50,000				
Stormwater System Study				215,000				
Yearly Rehab				60,000	60,000	60,000	60,000	60,000
<i>City Manager & Public Works Admin</i>	49,808	64,209	76,959	81,455	108,169	112,443	116,887	119,343
Debt Pymt (Street Building)	100,466	-	-	-	-	-	-	-
Total Expenses	1,687,483	783,482	1,119,666	1,164,785	942,494	967,542	937,222	935,106
TRANSFERS IN								
Transfers In - 2021A Proceeds for Str Bldg			538,140					
Transfers In - Water Portion-Street Building	309,882							
Transfers In - Sewer Portion-Street Building	147,563	-	-	-	-	-	-	-
Total Transfers In	457,445	-	538,140	-	-	-	-	-
TRANSFERS OUT								
Transfers Out - Depreciation (CEP)	125,000	125,000	-					
2021 Bridge Project	-	162,725						
FY24 Bridge Improvements		90 of 349		42,500				

CITY OF WEBSTER CITY, IOWA								
204 ROAD USE TAX FUND								
2023-2024 BUDGET PROJECTION								
				2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	2020-2021	2021-2022	2022-2023	Future	Future	Future	Future	Future
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
2nd Street & Boone River Bridge Projects					120,000			
Lyons Creek Bridge Project - Year 2					45,000			
Overpass Drive Bridge Repairs						120,000		
Dubuque Str & Boone River Bridge Repairs							130,000	
Transfers Out - to Debt Svc	-	240,630	240,000	240,000	240,000	240,000	240,000	240,000
Total Transfers Out	125,000	528,355	240,000	282,500	405,000	360,000	370,000	240,000
CAPITAL EQUIPMENT								
Dump Truck (69% Road Use)				127,650				
Loader (69% Road Use)				200,100				
Paint Machine				10,000				
Crack Sealing Machine				65,000				
Snow Blower				225,000				
Plow Truck/Plow/Sander (69% Road Use)					207,000			
Paint Trailer					10,000			
PF Loader Asphalt Patcher					115,000			
Dura-Patcher						110,000		
Cold Planer (69% Road Use)							27,600	
Pickup #29 (69% Road Use)							41,400	
Grader (69% Road Use)								276,000
Shoring Box (69% Road Use)								10,350
Skid Loader w/Dozer Blade (69% Road Use)	-	-	-	-	-	-	-	69,000
	-	-	-	627,750	332,000	110,000	69,000	355,350
Audit Adjustment - Accrual to Cash	(160,628)	5,786						
Net + or (-)	(304,561)	(224,859)	340,678	(998,035)	(667,494)	(425,542)	(364,222)	(518,456)
ENDING BALANCE	1,618,215	1,393,356	1,734,034	735,999	68,505	(357,037)	(721,259)	(1,239,715)

		2020-21	2021-22
		Prior year 2	Prior year
204-23-30-5310-110	PAYROLL	113,031	104,661
204-23-30-5310-121	CITY SHARE FICA	-	-
204-23-30-5310-122	CITY SHARE MEDICARE	-	-
204-23-30-5310-123	CITY SHARE IPERS	-	-
204-23-30-5310-129	WORKERS COMPENSATION INSURA	-	-
204-23-30-5310-130	CLOTHING ALLOWANCE	2,917	3,267
204-23-30-5310-132	UNEMPLOYMENT COMPENSATION	-	-
204-23-30-5310-133	MEDICAL INSURANCE CONTRIBUTIO	-	-
204-23-30-5310-210	ADVERTISING & LEGAL PUBLICATIO	680	451
204-23-30-5310-212	CONSULTING & PROFESSIONAL FEES	12,652	15,958
204-23-30-5310-214	COURT & RECORDING FEES	-	-
204-23-30-5310-215	DUES, MEMBERSHIPS, AND SUBSCRI	201	260
204-23-30-5310-216	INSURANCE-PROPERTY	6,868	7,171
204-23-30-5310-217	INSURANCE-LIABILITY	2,619	3,498
204-23-30-5310-219	LAUNDRY & OTHER SANITATION SER	-	-
204-23-30-5310-221	POSTAGE & SHIPPING	13	62
204-23-30-5310-225	RENTS & LEASES-VEHICLES & OTHE	1,474	1,796
204-23-30-5310-226	REPAIR & MAINTENANCE-BUILDINGS	745	3,640
204-23-30-5310-227	REPAIR & MAINTENANCE-VEHICLES	14,236	16,721
204-23-30-5310-228	REPAIR & MAINTENANCE-STREETS &	-	8,625
204-23-30-5310-230	TELEPHONE, FAX, RADIO, TV	1,797	1,333
204-23-30-5310-231	TRAINING	765	3,190
204-23-30-5310-232	TRAVEL AND CONFERENCE	-	2,808
204-23-30-5310-233	UTILITY SERVICES-CITY	9,334	13,084
204-23-30-5310-234	UTILITY SERVICES-GAS	4,794	10,341
204-23-30-5310-236	UTILITY SERVICES-GARBAGE	690	1,380
204-23-30-5310-299	MISCELLANEOUS CONTRACTUAL SERV	155,933	129,594
204-23-30-5310-310	BUILDINGS & GROUNDS REPAIR & M	846	5,653
204-23-30-5310-311	MINOR EQUIPMENT & TOOLS	4,547	10,624
204-23-30-5310-312	UNIFORMS & SAFETY EQUIPMENT	730	3,386
204-23-30-5310-313	SIGNS & SIGNALS PARTS & SUPPLIES	-	-
204-23-30-5310-314	VEHICLE & EQUIPMENT REPAIR & M	20,541	32,889
204-23-30-5310-315	VEHICLE & EQUIPMENT OPERATING	33,941	33,164
204-23-30-5310-316	OFFICE SUPPLIES	1,301	1,059
204-23-30-5310-318	OPERATING MATERIALS & SUPPLIES	90,571	87,840
204-23-30-5310-319	SCIENTIFIC & MEDICAL SUPPLIES	269	-
204-23-30-5310-321	STREET MAINTENANCE SUPPLIES	-	-
204-23-30-5310-510	AUTOMOTIVE EQUIPMENT	-	-
204-23-30-5310-513	OFFICE EQUIPMENT	-	-
204-23-30-5310-514	SHOP EQUIPMENT	-	-
204-23-30-5310-515	OTHER CAPITAL EQUIPMENT	-	-
204-23-30-5310-519	STREETS	-	-
204-23-30-5310-880	OTHER FACILITIES & IMPROVEMENT	855,985	5
204-23-30-5310-981	DEPRECIATION EXPENSE	125,000	125,000
	TOTAL ROAD, BRIDGES, SIDEWALKS	1,462,480	627,460

204-23-30-5320-110	PAYROLL	84,160	85,194
204-23-30-5320-216	INSURANCE-PROPERTY	2,573	2,574
204-23-30-5320-217	INSURANCE-LIABILITY	315	411
204-23-30-5320-230	TELEPHONE, FAX, RADIO, TV	414	337
204-23-30-5320-232	TRAVEL AND CONFERENCE	-	250
204-23-30-5320-299	MISCELLANEOUS CONTRACTUAL SERV	8,275	2,569
204-23-30-5320-314	VEHICLE & EQUIPMENT REPAIR & M	4,834	3,092
204-23-30-5320-315	VEHICLE & EQUIPMENT OPERATING	-	-
204-23-30-5320-318	OPERATING MATERIALS & SUPPLIES	14,371	13,341
	TOTAL SNOW & ICE	114,942	107,768
204-23-30-5330-110	PAYROLL	62,186	58,768
204-23-30-5330-212	CONSULTING & PROFESSIONAL FEES	1,204	175
204-23-30-5330-216	INSURANCE-PROPERTY	720	452
204-23-30-5330-217	INSURANCE-LIABILITY	60	78
204-23-30-5330-299	MISCELLANEOUS CONTRACTUAL SERV	5,403	42,007
204-23-30-5330-318	OPERATING MATERIALS & SUPPLIES	15,214	7,565
	TOTAL STORM SEWERS	84,787	109,045
204-23-30-5330-212	OTHER DEBT SERVICE	13,022	-
204-23-98-5395-910	PRINCIPAL REDEMPTION	-	-
204-23-98-5395-911	INTEREST PAYMENTS	87,444	-
204-23-98-5395-912	OTHER DEBT SERVICE	-	-
	TOTAL DS-HOME & COMMUNITY ENVIRON	100,466	-
204-24-12-5430-110	PAYROLL	27,409	37,100
204-24-12-5430-121	CITY SHARE FICA	-	-
204-24-12-5430-122	CITY SHARE MEDICARE	-	-
204-24-12-5430-123	CITY SHARE IPERS	-	-
204-24-12-5430-129	WORKERS COMPENSATION INSURA	-	-
204-24-12-5430-131	CAR ALLOWANCE	-	-
204-24-12-5430-132	UNEMPLOYMENT COMPENSATION	41	188
204-24-12-5430-133	MEDICAL INSURANCE CONTRIBUTION	-	43
	TOTAL MANAGER EXPENSES	27,450	37,331
204-24-16-5930-299	MISCELLANEOUS CONTRACTUAL SERVICE	-	707
	TOTAL GENERAL EXPENSES	-	707
204-24-30-5380-110	PAYROLL	22,282	25,861
204-24-30-5380-121	CITY SHARE FICA	-	-
204-24-30-5380-122	CITY SHARE MEDICARE	-	-
204-24-30-5380-123	CITY SHARE IPERS	-	-
204-24-30-5380-129	WORKERS COMPENSATION INSURA	-	-
204-24-30-5380-132	UNEMPLOYMENT COMPENSATION	76	310
204-24-30-5380-133	MEDICAL INSURANCE CONTRIBUTION	-	-
	TOTAL PUBLIC WORKS ADMIN	22,358	26,171

2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Budget	Future year	Fut Year 2	Fut Year 3	Fut Year 4	Fut Year 5
135,063	135,063	152,028	158,109	164,434	171,011
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,800	2,800	2,800	2,800	2,800	2,800
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
8,500	15,000	15,000	15,000	15,000	15,000
-	-	-	-	-	-
-	500	500	500	500	500
7,463	16,068	9,294	10,037	10,840	11,707
2,933	4,198	4,533	4,896	5,288	5,711
-	-	-	-	-	-
-	100	100	100	100	100
3,000	15,400	6,400	6,600	3,600	6,600
3,000	11,600	15,000	10,000	6,000	6,000
18,000	20,000	20,000	20,000	22,000	23,000
-	-	-	-	-	-
1,500	1,500	1,500	1,500	2,000	2,000
4,500	3,000	3,000	3,000	3,000	3,000
-	-	-	-	-	-
7,500	15,000	15,000	15,000	15,000	15,000
3,000	12,000	12,000	12,000	12,000	12,000
1,000	1,500	1,500	1,500	1,500	1,500
171,400	80,000	80,000	80,000	30,000	10,000
3,500	8,000	2,000	15,000	15,000	2,000
16,545	12,000	8,000	6,000	4,000	4,000
2,000	4,000	2,000	4,000	2,000	4,000
-	-	-	-	-	-
32,000	34,000	34,000	34,000	35,000	35,000
30,000	30,000	30,000	30,000	30,000	30,000
300	300	300	300	300	300
75,000	80,000	80,000	82,000	84,000	86,000
300	300	300	300	300	300
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
22,200	-	-	-	-	-
<u>200,000</u>					
751,504	502,329	495,255	512,642	464,662	447,529

95,634	95,634	107,646	111,952	116,430	121,087
2,779	5,868	3,336	3,603	3,891	4,202
353	493	533	575	621	671
950	950	950	950	950	950
4,000	-	-	-	-	-
6,000	6,000	6,000	6,000	6,000	6,000
6,000	6,000	6,000	6,500	6,500	6,500
500	500	500	500	500	500
45,000	20,000	25,000	20,000	25,000	29,000
161,216	135,445	149,965	150,080	159,892	168,910
71,444	71,444	80,418	83,635	86,980	90,459
-	-	-	-	-	-
476	1,018	586	633	683	738
67	94	101	109	118	127
28,000	28,000	28,000	28,000	28,000	28,000
30,000	20,000	20,000	20,000	20,000	20,000
129,987	120,556	129,105	132,377	135,781	139,324
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
27,649	27,649	50,462	52,480	54,580	56,763
1,714	3,008	3,128	3,253	3,384	3,519
401	704	732	761	792	824
2,610	4,580	4,763	4,954	5,152	5,358
-	-	-	-	-	-
819	1,404	1,404	1,404	1,404	1,404
122	144	150	156	162	168
1,785	1,785	1,856	1,931	2,008	2,088
35,100	39,274	62,495	64,939	67,482	70,124
1,120	1,120	2,400	2,500	2,600	543
1,120	1,120	2,400	2,500	2,600	543
29,434	29,434	31,384	32,639	33,945	35,303
1,825	1,871	1,946	2,024	2,105	2,189
427	438	456	474	493	512
2,779	2,849	2,963	3,081	3,205	3,333
-	195	-	-	-	-
156	156	162	169	175	182
6,118	6,118	6,363	6,617	6,882	7,157
40,739	41,061	43,274	45,004	46,805	48,676

		2020-21 Prior year 2	2021-22 Prior year
204-14-00-4000-800	INTEREST ON INVESTMENTS	<u>12,773</u>	<u>12,493</u>
	TOTAL GENERAL REVENUES	12,773	12,493
204-15-00-4000-500	FEDERAL GRANTS	-	446
204-15-00-4000-525	STATE GRANTS	<u>-</u>	<u>95</u>
	TOTAL INTERGOV REVENUES	-	541
204-15-30-4310-505	STATE ROAD USE TAXES (SSR)	<u>1,198,332</u>	<u>1,044,148</u>
	TOTAL ROADS, BRIDGES, SIDEWALK REVENUE	1,198,332	1,044,148
204-18-00-4000-760	INSURANCE SETTLEMENTS	<u>-</u>	<u>24,551</u>
	TOTAL SETTLEMENT	-	24,551
204-31-99-4496-920	TRANSFERS IN	<u>457,445</u>	<u>-</u>
	TOTAL TRANSFERS IN	457,445	-
204-31-99-5496-970	TRANSFERS OUT	<u>-</u>	<u>403,355</u>
	TOTAL TRANSFERS OUT	-	403,355
204-33-30-4310-930	PROCEEDS OF LONG-TERM DEBT	<u>-</u>	<u>-</u>
	TOTAL LONG-TERM DEBT	-	-
	ROAD USE TAX FUND REVENUE TOTAL	1,668,550	1,056,641

2022-23 Budget	2023-24 Future year	2024-25 Fut Year 2	2025-26 Fut Year 3	2026-27 Fut Year 4	2027-28 Fut Year 5
<u>12,000</u>	<u>12,000</u>	<u>12,000</u>	<u>12,000</u>	<u>12,000</u>	<u>12,000</u>
12,000	12,000	12,000	12,000	12,000	12,000
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
<u>1,150,204</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
1,150,204	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
<u>240,000</u>	<u>240,000</u>	<u>240,000</u>	<u>240,000</u>	<u>240,000</u>	<u>240,000</u>
240,000	240,000	240,000	240,000	240,000	240,000
-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
1,162,204	1,012,000	1,012,000	1,012,000	1,012,000	1,012,000

CITY OF WEBSTER CITY, IOWA								
205 AIRPORT COMMISSION FUND								
2023-2024 BUDGET RECONCILIATION								
				Amended	2023-2024	2024-2025	2025-2026	2026-2027
	2020-2021	2021-2022	2022-2023	2022-2023	Future	Future	Future	Future
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE	475,720	555,907	645,755	645,755	654,034	530,734	499,707	484,213
RECEIPTS								
Property Taxes	65,797	66,076	69,038	69,038	68,010	68,010	68,010	68,010
Intergovernmental-State Backfill*	1,796	1,759	1,488	1,488	1,220	1,016	813	610
Rents & Royalties (Hangar & Land Rent)	48,754	52,571	45,000	45,000	50,000	50,000	50,000	50,000
Interest	3,283	4,585	3,000	3,000	4,500	4,500	4,500	4,500
Federal Grants	1,294,421	162,660	-	-	720,000	-	-	-
State Grants	46350	-	-	-	75,000	310,000	150,300	-
Other Misc Revenues	658	6,359	500	500	1,000	1,000	1,000	1,000
Reimbursements	-	-	-	-	-	-	-	-
Accrual Adjustment	-	-	-	-	-	-	-	-
Total Receipts	1,461,059	294,010	119,026	119,026	919,730	434,526	274,623	124,120
DISBURSEMENTS								
Operating Expenses	344,443	224,668	110,747	110,747	118,030	120,553	123,117	123,726
Capital Impr Projects	1,429,109	103,148	-	-	925,000	345,000	167,000	-
Accrual Adjustment	-	-	-	-	-	-	-	-
Total Disbursements	1,773,552	327,816	110,747	110,747	1,043,030	465,553	290,117	123,726
TRANSFERS IN								
Fr 100-General Fund	-	35,000	-	-	-	-	-	-
Fr 524-Airport Runway Lights	-	-	-	-	-	-	-	-
Total Transfers In	-	35,000	-	-	-	-	-	-
TRANSFERS OUT								
	-	-	-	-	-	-	-	-
Total Transfers Out	-	-	-	-	-	-	-	-
Audit Adjustment	392,680	88,654						
Net + or (-)	(312,493)	1,194	8,279	8,279	(123,300)	(31,027)	(15,494)	394
ENDING BALANCE	555,907	645,755	654,034	654,034	530,734	499,707	484,213	484,607

CITY OF WEBSTER CITY, IOWA
500 CAPITAL IMPROVEMENT RESERVE FUND
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE	1,954,237	2,350,391	2,842,046	4,235,391	2,648,391	1,945,841	1,478,841	1,617,591
RECEIPTS								
Interest	33,996	22,942	30,000	40,000	40,000	40,000	40,000	40,000
Local Option Sales Tax	853,440	1,069,561	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Proceeds of 2021A GO Bond	<u>152,029</u>	<u>-</u>	<u>972,345</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Receipts	1,039,465	1,092,503	2,002,345	1,040,000	1,040,000	1,040,000	1,040,000	1,040,000
DISBURSEMENTS								
Refunding 2020A/Issue New Debt 2021A	198,807							
LOSST Election Expense	<u>4,335</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Disbursements	203,142	-	-	-	-	-	-	-
TRANSFERS OUT								
2020 Str Improvement Project	443,761	(13,570)						
2021 HMA Project		594,278						
Pavement Preservation			100,000	150,000	150,000	150,000	150,000	150,000
Lincoln Drive Reconstruction			300,000	600,000				
Lincoln Drive-storm sewer portion			100,000	155,000				
Fairmeadow-Superior to Des Moines			77,000	1,102,000				
Fairmeadow-storm sewer portion			32,000	140,000				
Fairmeadow Des Moines to Rodlyn					73,450	150,000		
Fairmeadow-storm sewer portion					13,000	177,000		
Concrete Panel Replacement-yearly				100,000	100,000	100,000	100,000	100,000
HMA FY24 (Elm & Webster)				80,000	595,000			
Rehab Superior Street Panels				300,000				
Road Rehab-Brewer & Willson					660,000			
Brewer & Willson-storm sewer					100,000			
Road Rehab-Hillcrest					35,350	625,000		
Hillcrest-storm sewer portion					15,750	250,000		
HMA (FY26) Union, Boone, Locust, Kantor						55,000	545,000	
Road Rehab-White Fox							105,250	
Road Rehab-White Fox&1300-1500 Bank								909,250
Road Rehab-storm sewer	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000</u>	<u>9,000</u>
Total Transfers Out	443,761	580,708	609,000	2,627,000	1,742,550	1,507,000	901,250	1,168,250
Audit Adjustment - offset negative cash	1,796	(10,070)						
Net + or (-)	394,358	501,725	1,393,345	(1,587,000)	(702,550)	(467,000)	138,750	(128,250)
ENDING BALANCE	2,350,391	2,842,046	4,235,391	2,648,391	1,945,841	1,478,841	1,617,591	1,489,341
			99 of 349					

CITY OF WEBSTER CITY, IOWA								
601 ELECTRIC UTILITY FUND								
2023-2024 BUDGET PROJECTION								
FY20 Cash Balance-Audit	6,496,898							
Customer Deposits	(346,314)							
Project Share/Green City Energy	(17,425)							
Improvement Reserve	(2,885,588)							
Economic Development	(1,262,163)							
	1,985,408							
				2023-2024	2024-2025	2025-2026	2026-2027	2028-2027
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
BEGINNING BALANCE	1,985,408	4,171,522	4,951,424	4,184,047	3,185,311	1,971,098	959,323	65,035
RECEIPTS								
Electric Sales	11,556,858	11,840,060	12,092,441	12,070,361	12,191,064	12,312,975	12,436,105	12,560,466
Other Charges for Services	253,259	193,909	151,400	181,400	181,400	181,400	181,400	181,400
Interest on Investments	82,841	47,930	80,500	155,500	155,500	155,500	155,500	155,500
Miscellaneous	520,732	657,642	696,680	505,450	505,450	505,450	505,450	505,450
Grant Revenue	-	3,439	-	-	-	-	-	-
Corn Belt Reimbursement	1,084,534	993,719	1,077,457	1,074,352	1,073,732	1,076,831	1,073,501	1,073,515
TOTAL RECEIPTS	13,498,224	13,736,699	14,098,478	13,987,063	14,107,146	14,232,156	14,351,956	14,476,331
DISBURSEMENTS								
Police (3% Chief -10% Dispatch wage/benefits)	47,700	49,502	55,334	54,171	56,941	59,214	61,579	64,038
Mapping/Safety	24,761	25,453	27,041	27,169	29,004	30,164	31,371	32,623
City Hall Building	49,170	34,857	25,093	31,828	39,208	40,488	41,809	43,181
GIS	1,627	1,905	2,281	3,853	3,103	3,103	3,103	3,103
Purchased Power	7,993,689	8,054,005	8,064,577	8,064,577	8,064,577	8,064,577	8,064,577	8,064,577
Electric Transmission	781,673	318,995	300,594	301,822	314,177	322,432	331,601	340,709
Electric Distribution	1,210,201	1,344,576	2,420,449	2,159,255	2,178,610	2,222,756	2,268,785	2,315,278
Electric Rebates	19,674	18,004	25,000	26,500	26,500	26,500	26,500	6,500
Economic Development	145,137	48,109	159,161	145,857	98,752	101,813	105,050	108,477
City Manager's Office	215,782	243,498	324,327	347,550	389,330	404,402	420,079	436,386
Utility Office	482,587	467,040	391,716	421,703	653,480	673,734	695,714	719,076
City Attorney/Legal	42,365	46,039	51,764	104,558	104,593	104,630	104,668	54,108
City Council	11,857	5,680	13,351	6,234	14,871	15,131	15,401	7,293
IT	100,891	119,458	126,397	131,971	154,439	144,014	141,022	173,136
Public Works Administration	2,920	7,724	4,750	11,250	11,075	11,075	11,075	11,075
TOTAL OPERATIONAL EXPENSES	11,130,034	10,784,845	11,991,835	11,838,298	12,138,660	12,224,033	12,322,334	12,379,560
Debt Payment	1,084,534	993,719	1,077,457	1,074,352	1,073,733	1,076,831	1,073,501	1,073,515

CITY OF WEBSTER CITY, IOWA								
601 ELECTRIC UTILITY FUND								
2023-2024 BUDGET PROJECTION								
FY20 Cash Balance-Audit	6,496,898							
Customer Deposits	(346,314)							
Project Share/Green City Energy	(17,425)							
Improvement Reserve	(2,885,588)							
Economic Development	(1,262,163)							
	1,985,408							
				2023-2024	2024-2025	2025-2026	2026-2027	2028-2027
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
Total Disbursements	12,214,568	11,778,564	13,069,292	12,912,650	13,212,393	13,300,864	13,395,835	13,453,075

CITY OF WEBSTER CITY, IOWA
601 ELECTRIC UTILITY FUND
2023-2024 BUDGET PROJECTION

FY20 Cash Balance-Audit	6,496,898							
Customer Deposits	(346,314)							
Project Share/Green City Energy	(17,425)							
Improvement Reserve	(2,885,588)							
Economic Development	(1,262,163)							
	1,985,408							
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2028-2027
	Actual	Actual	Budget	Original Request	Original Request	Original Request	Original Request	Original Request
TRANSFERS IN								
From Water - repay internal loan	718,968							
From BC Estates - TIF repay loan	5,657	10,205	-					
From BC Estates - Lot Sales	-	39,995	-	-	-	-	-	-
Total Transfers In	724,625	50,200	-	-	-	-	-	-
TRANSFERS OUT								
To Electric Improvement Reserve		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
To 100-General	633,570	620,688	693,411	710,404	725,546	724,222	731,464	738,779
Total Transfers Out	633,570	1,620,688	1,693,411	1,710,404	1,725,546	1,724,222	1,731,464	1,738,779
Audit Adjustment - Accrual to Cash	1,085,142	458,410						
Net + or (-)	2,459,853	846,057	(664,225)	(635,991)	(830,793)	(792,930)	(775,343)	(715,523)
BALANCE AFTER OPERATIONS	4,445,261	5,017,579	4,287,199	3,548,056	2,354,518	1,178,168	183,980	(650,487)
CEP								
Information Technology	20,495	14,893	19,227	19,745	35,420	26,345	16,445	16,445
Public Works Admin	-	2,058	1,625	-	-	-	-	-
GIS	3,145	1,588	2,500	2,500	2,500	2,500	2,500	2,500
Electric Distribution	238,047	46,107	64,800	325,500	325,500	190,000	100,000	470,000
Accounting/Meter	12,052	1,509	15,000	15,000	20,000	-	-	-
	273,739	66,155	103,152	362,745	383,420	218,845	118,945	488,945
BALANCE AFTER OPER & EQUIP	4,171,522	4,951,424	4,184,047	3,185,311	1,971,098	959,323	65,035	(1,139,432)

CITY OF WEBSTER CITY, IOWA
601 ELECTRIC IMPROVEMENT RESERVE
2023-2024 BUDGET PROJECTION

			103 of 349	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

CITY OF WEBSTER CITY, IOWA
601 ELECTRIC UTILITY FUND
2023-2024 BUDGET PROJECTION

FY20 Cash Balance-Audit	6,496,898							
Customer Deposits	(346,314)							
Project Share/Green City Energy	(17,425)							
Improvement Reserve	(2,885,588)							
Economic Development	(1,262,163)							
	1,985,408							
				2023-2024	2024-2025	2025-2026	2026-2027	2028-2027
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
BEGINNING BALANCE	2,885,588	2,040,706	2,735,494	2,735,494	676,398	(5,463,602)	(9,763,602)	(11,263,602)
TRANSFERS IN								
From Electric Operations	700,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
From General Fund Econ Develop				1,663,834				
From Electric Economic Development				1,210,070				
CIP								
1st Street LED Lighting CIP	25,888	786						
Pleasant Hill Sub CIP	35,941							
URD Conversion (19/20) CIP	55,497							
URD Conversion (2020) CIP	1,302,094	247,681						
Beach & 2nd (part of 2021 2nd St)	125,462							
Annunciator Panel Project		45,844						
Beach & 2nd (part of 2021 2nd St)		10,901						
AMI Meters			1,000,000	900,000	1,100,000			
URD Conversion (2022)				950,000	950,000			
Fuse Coordination Study				20,000				
New 69kV Transmission Lines				600,000			1,500,000	
Reisner Substation				3,403,000	3,065,000			
Traffic Signals				40,000				
Woolstock Capacitor Bank				20,000				
URD Conversion (2026)					1,000,000	1,500,000		
ARC Flash Study					40,000			
Bowman Sub Improvements					200,000	3,800,000		
Sweazey Sub Feeder Conversion					375,000			
Passwaters Sub - Decommission					100,000			
Sweazey Sub Single Phase tie line					135,000			

CITY OF WEBSTER CITY, IOWA								
601 ELECTRIC UTILITY FUND								
2023-2024 BUDGET PROJECTION								
FY20 Cash Balance-Audit	6,496,898							
Customer Deposits	(346,314)							
Project Share/Green City Energy	(17,425)							
Improvement Reserve	(2,885,588)							
Economic Development	(1,262,163)							
	1,985,408							
				2023-2024	2024-2025	2025-2026	2026-2027	2028-2027
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
Switches, Capacitors, Volt Regulators					175,000			
URD Conversion (2028)							1,000,000	1,500,000
Power Factor Study	-	-	-	-	-	-	-	20,000
TOTAL CIP	1,544,882	305,212	1,000,000	5,933,000	7,140,000	5,300,000	2,500,000	1,520,000
BALANCE IMPROVEMENT RESERVE	2,040,706	2,735,494	2,735,494	676,398	(5,463,602)	(9,763,602)	(11,263,602)	(11,783,602)
CITY OF WEBSTER CITY, IOWA								
601 ELECTRIC ECONOMIC DEVELOPMENT								
2023-2024 BUDGET PROJECTION								
				2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	2020-2021	2021-2022	2022-2023	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
BEGINNING BALANCE	1,262,163	1,201,428	1,209,070	1,197,070	-	-	-	-

CITY OF WEBSTER CITY, IOWA
602 WATER UTILITY - OPERATIONS
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Original Request</u>	<u>Original Request</u>	<u>Original Request</u>	<u>Original Request</u>	<u>Original Request</u>
BEGINNING BALANCE	1,209,076	1,627,710	711,653	711,653	399,874	764,972	(55,261)	(928,963)	(1,877,452)
RESTRICTED									
Debt Reserve			326,063	326,063	326,063	326,063	326,063	326,063	326,063
Sinking Fund			35,444	35,444	35,161	35,277	34,944	34,177	33,411
UNRESTRICTED WATER FUNDS			350,146	350,146	38,650	403,632	(416,268)	(1,289,203)	(2,236,926)
RECEIPTS									
Water Sales	1,905,698	2,143,990	2,463,954	2,714,287	2,513,203	2,563,437	2,614,675	2,666,939	2,720,248
Interest on Investments	35,406	33,765	19,000	40,000	48,600	48,600	48,600	48,600	48,600
Miscellaneous	10,929	35,231	9,900	9,900	12,400	12,400	12,400	12,400	12,400
Grant Revenue FY24 ARPA	-	1,537	-	-	1,146,990	-	-	-	-
Revenue from Use of Property	-	6,356	-	-	-	-	-	-	-
Proceeds of Long Term Debt	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS	1,952,033	2,220,879	2,492,854	2,764,187	3,721,193	2,624,437	2,675,675	2,727,939	2,781,248
DISBURSEMENTS									
Police (1% Chief -2.5% Dispatch wage/benefits)	(3,724)	12,706	14,132	14,132	13,840	14,551	15,134	15,738	16,365
Mapping/Safety	24,761	25,453	27,041	27,041	27,169	29,004	30,164	31,371	32,623
City Hall Building	44,752	26,140	26,878	26,878	25,394	31,294	32,311	33,361	34,450
GIS	1,595	1,564	2,281	2,281	3,853	3,103	3,103	3,103	3,103
Water Well	228,212	287,765	372,570	372,570	377,030	403,475	367,750	380,037	393,935
Water Plant	527,745	959,901	1,580,724	1,580,724	1,677,928	1,764,598	1,896,299	1,989,042	2,172,443
Water Distribution	434,357	199,118	248,865	248,865	259,932	268,822	280,429	289,334	298,633
Finance/Utility	129,521	122,366	168,566	168,566	176,212	188,985	194,989	201,243	207,903
City Manager's Office	50,197	87,571	79,398	79,398	85,547	98,307	102,170	106,192	110,380
City Attorney/Legal	9,629	10,454	12,788	12,788	24,851	24,902	24,956	25,012	13,570
City Council	4,202	1,237	3,052	3,052	1,370	3,369	3,425	3,485	1,603
IT	29,204	32,649	32,568	32,568	34,608	39,824	36,882	37,881	44,165
Public Works Administrsration	2,220	7,710	7,300	7,300	11,100	10,925	10,925	10,925	10,925
TOTAL OPERATIONAL EXPENSES	1,482,671	1,774,634	2,576,163	2,576,163	2,718,834	2,881,159	2,998,537	3,126,724	3,340,098

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Amended Budget	Original Request	Original Request	Original Request	Original Request	Original Request
Debt Payment	207,374	313,849	318,263	319,063	319,063	324,763	325,263	320,663	331,063
Total Disbursements	1,690,045	2,088,483	2,894,426	2,895,226	3,037,897	3,205,922	3,323,800	3,447,387	3,671,161
TRANSFERS IN									
	-	-	-	-	-	-	-	-	-
Total Transfers In	-	-	-	-	-	-	-	-	-
TRANSFERS OUT									
To 100-General (6% sales)	92,870	91,807	114,721	114,721	121,003	147,837	150,792	153,806	156,881
		700,000							
Total Transfers Out	92,870	791,807	114,721	114,721	121,003	147,837	150,792	153,806	156,881
Audit Adjustment - Accrual to Cash Net + or (-)	321,784 490,902	(233,374) (892,785)	(516,293)	(245,760)	562,293	(729,322)	(798,917)	(873,254)	(1,046,794)
BALANCE BEFORE EQUIPMENT	1,699,978	734,925	(166,147)	104,386	600,943	(325,691)	(1,215,185)	(2,162,457)	(3,283,720)
CEP									
Information Technology	5,224	3,968	5,244	5,244	5,385	9,660	7,185	4,485	4,485
Water Distribution	42,777	7,808	56,805	7,350	117,810	78,750	65,100	68,250	108,150
Treatment	9,272	6,399	79,400	49,300	51,500	-	-	-	-
Customer Accounting/Meter	12,052	1,509	15,000	-	20,000	-	-	-	-
Administration & General				-	-	-	-	-	-
GIS	2,943	1,584	2,500	2,500	2,500	2,500	2,500	2,500	-
Public Works	-	2,004	1,625	1,625	-	-	-	-	-
	72,268	23,272	160,574	66,019	197,195	90,910	74,785	75,235	112,635
BALANCE AFTER EQUIPMENT	1,627,710	711,653	(326,721)	38,367	403,748	(416,601)	(1,289,970)	(2,237,692)	(3,396,355)

CITY OF WEBSTER CITY, IOWA
602 WATER IMPROVEMENT RESERVE
2023-2024 BUDGET PROJECTION

				2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	2020-2021	2021-2022	2022-2023	Amended	Original	Original	Original	Original	Original
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>	<u>Request</u>
BEGINNING BALANCE	-	1,868,303	942,610	(2,532,844)	(1,262,311)	(6,845,311)	(12,632,791)	(1,901,135)	(2,425,707)
PROCEEDS OF LONG TERM DEBT	3,043,796								
TRANSFERS IN									
From Operations		700,000							
CIP									
To 2nd Street Project		613,988							
To Road Use - Street Bldg (21%)	312,912								
To Electric-repay loan 2nd Street	718,968	-							
FY20 Watermain Project	101,841								
FY21 Edgewood Loop	41,772	413,302							
River Street Watermain Project		412,240							
Annual Street Project		186,163							
AMI Water Meters			1,000,000	-	2,000,000				
Chlorine Room Upgrades			39,337	39,337					
CO2 ph Adjuster			120,107	120,107					
Sludge Thickener			127,238	127,238					
Street Impr Proj-Lincoln Dr-wtr portion			230,015	230,015					
Water Plant Improvements			600,000	600,000					
Watermain Intersection Repairs			250,000	250,000	50,000				
HVAC System @ C Hall (20%)					400,000				
Fairmeadow Dr Project-Wtr portion					330,000	35,100	477,950		
Lincoln Dr Project-Wtr portion					95,000				
Lead Service Line					50,000				
New Water Treatment Plant					2,650,000	11,750,000			
Valves & Hydrants					8,000	202,000	8,000	202,000	
Gillette Property						180,000			
Road Rehab-Brewer & Willson						140,000			

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Actual	Actual	Budget	Amended Budget	Original Request	Original Request	Original Request	Original Request	Original Request
Road Rehab-Hillcrest Drive							200,000		
Road Rehab-White Fox & Bank	-	-	-	-	-	-	-	61,250	513,750
TOTAL CIP	1,175,493	1,625,693	2,366,697	1,366,697	5,583,000	12,307,100	685,950	263,250	513,750
BALANCE-WATER IMPROVEMENT RESERVE	1,868,303	942,610	(2,532,844)	(1,262,311)	(6,845,311)	(12,632,791)	(1,901,135)	(2,425,707)	(3,797,470)
BALANCE - ALL WATER	3,496,013	1,654,263	(2,859,566)	(1,223,944)	(6,441,563)	(13,049,392)	(3,191,104)	(4,663,399)	(7,193,824)
NOTES:									
Water Sales budget follows current ordinance that had a 15% increase 8-1-21; 15% increase on 8-1-22; 2% annual increase beginning 8-1-23									
Due to the balances of the operations being low or negative balances, no transfer is being shown from operations to the improvement reserve									

CITY OF WEBSTER CITY, IOWA
603 SEWER UTILITY FUND
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE	1,790,579	2,584,368	2,989,520	2,989,520	3,306,726	3,161,111	2,792,319	2,556,210	2,010,452
RECEIPTS									
Sewer Rentals	1,912,019	2,016,724	2,441,013	2,441,013	3,051,267	3,814,084	4,061,999	4,153,394	4,236,462
Interest on Investments	28,547	26,866	13,000	13,000	13,000	41,700	41,700	41,700	41,700
Miscellaneous	11,930	556,008	613,091	613,091	763,738	764,238	764,238	764,238	764,238
Grant Revenue	-	3,163	-	-	100,000	-	-	-	-
Accrual adjustments	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS	1,952,496	2,602,761	3,067,104	3,067,104	3,928,005	4,620,022	4,867,937	4,959,332	5,042,400
DISBURSEMENTS									
Police (1% Chief -2.5% Dispatch wage/benefits)	(1,702)	12,703	14,128	14,128	13,840	14,551	15,134	15,738	16,365
Mapping/Safety	24,760	25,452	27,041	27,041	27,169	29,004	30,164	31,371	32,623
City Hall Building	36,324	26,160	20,064	20,064	25,394	31,294	25,946	33,361	34,450
GIS	1,595	1,564	2,281	20,064	3,853	3,103	3,103	3,103	3,103
Wastewater Plant	765,325	955,120	1,416,652	1,416,652	1,565,174	1,675,042	1,756,876	1,839,440	1,895,031
Wastewater Conveyance	186,728	175,072	223,275	223,275	228,900	236,336	239,829	243,463	247,246
Finance/Utility	118,653	94,403	135,482	135,482	140,319	152,288	157,880	163,544	169,482
City Manager's Office	30,441	32,111	77,745	77,745	83,326	95,908	99,579	103,394	107,358
IT	27,413	32,642	32,564	32,564	34,533	39,749	36,807	37,806	44,165
City Attorney/Legal	9,628	10,454	11,571	11,571	23,634	23,637	23,640	23,643	12,146
City Council	4,202	1,237	3,052	3,052	1,370	3,344	2,890	3,460	1,603
Public Works Administration	2,240	7,711	5,670	5,670	11,120	10,945	10,945	10,945	10,945
TOTAL OPERATIONAL EXPENSES	1,205,607	1,374,629	1,969,525	1,987,308	2,158,632	2,315,201	2,402,793	2,509,268	2,574,517
Debt Payment						1,977,492	1,977,492	1,977,492	1,977,492
Total Disbursements	1,205,607	1,374,629	1,969,525	1,987,308	2,158,632	4,292,693	4,380,285	4,486,760	4,552,009

CITY OF WEBSTER CITY, IOWA
603 SEWER UTILITY FUND
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
TRANSFERS IN									
Due To General ED (Land)	600,000								
Due To 2nd Street Project	511,401								
From WCF TIF-Swr Advance	10,000	10,000	10,000	10,000					
Total Transfers In	1,121,401	10,000	10,000	10,000	-	-	-	-	-
TRANSFERS OUT									
General Fund (repay debt)					600,000				
To Sewer Impr Reserve	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
To 100-General (6% sales)	99,209	91,807	114,721	114,721	121,003	146,461	183,076	228,845	243,720
Total Transfers Out	599,209	591,807	614,721	614,721	1,221,003	646,461	683,076	728,845	743,720
Audit Adjust - Accrual to Cash	(416,462)	(186,204)							
Net + or (-)	852,619	460,121	492,858	475,075	548,370	(319,132)	(195,424)	(256,273)	(253,329)
BALANCE BEFORE EQUIPMENT	2,643,198	3,044,489	3,482,378	3,464,595	3,855,096	2,841,979	2,596,895	2,299,937	1,757,123
CAPITAL EQUIPMENT									
Information Technology	5,223	3,968	5,244	5,244	5,385	9,660	7,185	4,485	4,485
Wastewater Conveyance	20,338	3,719	27,050	3,500	56,100	37,500	31,000	32,500	51,500
Treatment	30,326	43,694	119,800	145,000	630,000	-	-	250,000	-
Customer Accounting									
Meter Department									
Administration & General									
GIS	2,943	1,584	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Public Works	-	2,004	1,625	1,625	-	-	-	-	-
TOTAL - CAPITAL EQUIPMENT	58,830	54,969	156,219	157,869	693,985	49,660	40,685	289,485	58,485
BALANCE AFTER EQUIPMENT	2,584,368	2,989,520	3,326,159	3,306,726	3,161,111	2,792,319	2,556,210	2,010,452	1,698,638

CITY OF WEBSTER CITY, IOWA
603 SEWER IMPROVEMENT RESERVE

CITY OF WEBSTER CITY, IOWA
603 SEWER UTILITY FUND
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
2023-2024 BUDGET PROJECTION									
	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE	585,022	750,440	781,832	781,832	2,057,574	1,562,574	1,644,124	934,074	1,176,574
PROCEEDS LONG TERM DEBT				2,000,000	7,500,000	30,000,000	31,000,000	7,000,000	
TRANSFERS IN									
From Sewer Operations	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
CAPITAL IMPROVEMENTS									
City Hall Basement	20,378.00								
City Hall Carpet	1,733.00								
2020 Sewer Rehab	102,027	95,883							
New Street Building	149,006								
HMA Proj-San Swr (transfer)		66,292							
2nd Street Project (transfer)		235,269							
Liftstation Generators (3) FEMA			100,000	-	100,000				
Lab/Digester Bldg Roof Repair			28,750	28,750					
Primary Digester Cleaning			50,000	50,000					
RBC Drive Replacement			69,000	69,000					
Sanitary Spot Reprs/Slip Lining			300,000	300,000					
Street Impr Proj-Lincoln Dr-Swr			160,000	160,000					
Street Impr Proj-Fair Meadow-Swr			16,508	16,508	15,000	8,450	115,050		
Wastewater Treatment Plant	61,438	71,164			7,500,000	30,000,000	31,000,000	7,000,000	
RBC Drive Replacement					50,000				
Methane Boiler					60,000				
Water & Wastewater Radios					10,000				
Yearly Sanitary Sewer Rehab					250,000	250,000	250,000	250,000	250,000
HVAC System @ C Hall (20%)					400,000				

CITY OF WEBSTER CITY, IOWA
603 SEWER UTILITY FUND
2023-2024 BUDGET PROJECTION

	2020-2021	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Amended Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
Lincoln Dr Project-Swr portion					110,000				
Gillette Property						160,000			
Road Rehab-Hillcrest Drive							115,000		
Upgrade Lift Station							730,000		
Road Rehab-White Fox & Bank	-	-	-	-	-	-	-	7,500	63,000
TOTAL CIP	334,582	468,608	724,258	624,258	8,495,000	30,418,450	32,210,050	7,257,500	313,000
TRANSFERS OUT									
To Gen Fund Econ Develop									
Payoff Internal Loan				600,000					
BALANCE-SEWER IMPR RESERVE	750,440	781,832	557,574	2,057,574	1,562,574	1,644,124	934,074	1,176,574	1,363,574
BALANCE - ALL SEWER	3,334,808	3,771,352	3,883,733	4,764,300	4,723,685	4,436,443	3,490,284	3,187,026	3,062,212

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: WEBSTER CITY

The City Council will conduct a public hearing on the proposed Budget at: City Hall Council Chambers 400 2nd Street Webster City, IA 50595 Meeting Date: 4/17/2023 Meeting Time: 06:05 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	19.69231
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 832-9141

City Clerk/Finance Officer's NAME
Dodie Wolfram

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,978,965	4,527,493	4,018,832
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,978,965	4,527,493	4,018,832
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	300,822	294,044	309,133
Other City Taxes	6	1,143,239	1,037,821	1,241,386
Licenses & Permits	7	172,580	123,830	221,119
Use of Money and Property	8	1,106,339	920,131	404,693
Intergovernmental	9	2,014,945	1,276,768	1,223,096
Charges for Fees & Service	10	18,222,593	18,364,782	18,272,313
Special Assessments	11	0	0	0
Miscellaneous	12	1,688,438	1,702,160	4,288,141
Other Financing Sources	13	38,785,800	25,030,000	132,786
Transfers In	14	29,847,462	10,244,018	3,569,717
Total Revenues and Other Sources	15	98,261,183	63,521,047	33,681,216
Expenditures & Other Financing Uses				
Public Safety	16	3,753,830	3,159,447	2,938,636
Public Works	17	3,645,443	2,140,186	1,521,914
Health and Social Services	18	25,819	48,274	16,487
Culture and Recreation	19	1,952,961	1,625,631	1,466,912
Community and Economic Development	20	763,241	666,348	565,324
General Government	21	1,073,883	338,749	334,404
Debt Service	22	1,521,784	1,238,285	1,293,260
Capital Projects	23	3,519,500	2,151,277	3,915,531
Total Government Activities Expenditures	24	16,256,461	11,368,197	12,052,468
Business Type / Enterprises	25	40,140,291	49,350,671	17,118,204
Total ALL Expenditures	26	56,396,752	60,718,868	29,170,672
Transfers Out	27	29,847,462	10,244,018	3,569,717
Total ALL Expenditures/Transfers Out	28	86,244,214	70,962,886	32,740,389
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	12,016,969	-7,441,839	940,827
Beginning Fund Balance July 1	30	46,445,097	53,886,936	52,946,109
Ending Fund Balance June 30	31	58,462,066	46,445,097	53,886,936

RESOLUTION NO. 2023 -

**ADOPTING, FOLLOWING NOTICE AND HEARING,
THE 2023-2024 OPERATING BUDGET AND
CERTIFICATION OF CITY TAXES FOR THE FISCAL YEAR
ENDING JUNE 30, 2024 FOR THE CITY OF WEBSTER CITY, IOWA.**

WHEREAS, a recommended operating budget for 2023-2024 was discussed by the City Council on January 30, 2023 and a public hearing was held on April 17, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that the annual operating budget for the fiscal year ending June 30, 2024, is hereby approved and adopted.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

NOTICE

Public Notice is hereby given that the City Council of the City of Webster City, Iowa will meet at the Council Chambers on April 17, 2023 at 6:05 p.m., at which time the City Council will consider the proposed 2023-2024 Capital Improvement & Equipment Plan for the fiscal years 2023-2024 through 2027-2028.

The proposed Capital Improvement & Equipment Plan is on file and available for inspection at the City Manager's Office or Finance/Utility/Clerk's Office, City Hall, Webster City, Iowa.

At the above time and place any interested persons may appear to file written or oral objections to the proposed Capital Improvement & Equipment Plan.

CITY OF WEBSTER CITY, IOWA
Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2023 -

**ADOPTING, FOLLOWING NOTICE AND HEARING,
THE 2023-2024 CAPITAL IMPROVEMENT & CAPITAL EQUIPMENT BUDGET AND THE 2023-2024
THROUGH 2027-2028 CAPITAL IMPROVEMENT & CAPITAL EQUIPMENT PLAN
OF THE CITY OF WEBSTER CITY, IOWA.**

WHEREAS, a recommended Capital Improvement Budget for 2023-2024 and a Capital Improvement & Capital Equipment Plan for the period of 2023-2024 through 2027-2028 was discussed by the City Council on January 30, 2023 and a public hearing was held on April 17, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Webster City, Iowa: that the 2023-2024 through 2027-2028 Capital Improvement & Capital Equipment Plan set out in the attached is hereby approved and adopted as the proposed allocation of City resources for capital improvements & equipment as scheduled in the years shown, subject to annual review and revisions.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to initiate the projects established in the 2023-2024 Capital Improvement Budget by ensuring that informal hearings on projects are set as appropriate, preparing design plans, acquiring necessary right-of-way by gift, purchase, or condemnation, and initiating at the proper time procedures to issue bonds and raising of utility rates necessary to finance the projects as needed.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Setting a Public Hearing Pertaining to the Renewal of the City-Wide Urban Revitalization Plan for Residential Tax Abatement

SUMMARY: The current Urban Revitalization Plan for Residential Tax Abatement expires on May 18, 2023. This plan needs to be reviewed and renewed every three years. It was taken to the Planning and Zoning Commission on April 10, 2023 and was recommended to be extended another three years with no changes. A public hearing needs to be set to renew this plan.

PREVIOUS COUNCIL ACTION: The council approved the plan originally in 1993 and it has been renewed every three years since conception.

BACKGROUND/DISCUSSION: The Urban Revitalization Plan for Residential Tax Abatement offers incentive for new, residential construction on infill lots. It was originally adopted in 1993 and has been renewed every three years since. State Code permits us to only extend the duration of the plan and not change or revise any of the language in the plan. If we wanted to change any language in the plan we would have to follow the State's new tax abatement requirements which are much more restrictive than what we adopted in 1993. For example, currently the State Code restricts that the tax abatement can only be on the first \$75,000 of the improvement while our plan allows the entire amount. Therefore, staff recommends no modifications be made to the plan.

Since the commencement of this plan, 139 new dwellings have taken advantage of this 100%, 3-year tax abatement. To renew the plan a Public Hearing must be set. Staff is requesting the City Council set a public hearing for May 1, 2023 at 6:05 p.m.

FINANCIAL IMPLICATIONS: There are no financial implications to the City.

RECOMMENDATION: Set a public hearing for May 1, 2023 at 6:05pm to hear the proposal of renewing the plan.

RESOLUTION NO. 2023-xxx

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSAL TO RENEW THE CITY-WIDE URBAN REVITALIZATION PLAN FOR RESIDENTIAL TAX ABATEMENT.

WHEREAS, the Iowa Urban Revitalization Act of 1979 enables cities to designate areas of the City as urban revitalization areas to attract development to specific areas, thereby increasing the tax base; and

WHEREAS, on May 3, 1993, the City of Webster City adopted an Urban Revitalization Plan for Residential Tax Abatement; and

WHEREAS, on April 10, 2023, the Planning and Zoning Commission considered and recommended the continuation of the existing Plan for another 3-year period; and

WHEREAS, a public hearing must be set for the City Council to adopt the continuation of the Plan.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that a Public Hearing for continuation of the City-Wide Urban Revitalization Plan for Residential Tax Abatement will be held in person at City Hall in Council Chambers, Webster City, Iowa on the 1st day of May, 2023, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Webster City, Iowa, will hold a hearing on the 1st day of May, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa on the continuation of the Urban Revitalization Plan for the following described property:

All residential property within the Corporate Limits of Webster City, Iowa, that is property used according to current zoning practices and in agreement with the Webster City Future Land Use Plan

The purpose of the Revitalization Plan is to enable the City Council to offer tax abatement on the construction of new residential structures within the City limits of Webster City, Iowa. To be eligible for the tax abatement, eligible property must: 1) be fronted by an existing public street; 2) must have municipal water services within fifty (50) feet of the lot boundaries; 3) must have municipal sewer service within fifty (50) feet of the lot boundaries.

At this hearing, Council will receive and consider any objections or comments made by any interested party regarding the continuation of the Urban Revitalization Plan. This Notice is given by authority of the City Council, Webster City, Iowa and dated this 17th day of April, 2023.

CITY OF WEBSTER CITY
Karyl K. Bonjour, City Clerk

City of Webster City

City-Wide Urban Revitalization Plan

For Residential Tax Abatement

April 2020

City of Webster City
City-Wide Urban Revitalization Plan
For Residential Tax Abatement
For New Construction Projects

Webster City is a community that takes pride in its appearance and civic functions, has a viable commercial base and a strong industrial framework, and contains quality residential neighborhoods. The community has achieved success in providing community improvements which will assure its continued viability. However, the decade of the 1980's saw a 10% decline in population within Hamilton County and an 8% decline within Webster City. The average family size between 1980 and 1990 has declined by approximately 15% to 2.2, a fact that requires additional housing units to accommodate the same population. However, over the same 1980 to 1990 time period the number of available housing units remained stable, a fact caused by the demolition of approximately 80 units in response to create expansion space for a major industrial redevelopment in the center of the city.

<u>Year</u>	<u>People</u>	<u>Housing Units</u>	<u>Average Family Size</u>
1980	8,572	3,433	2.49
1990	7,894	3,435	2.28

In addition, supporting research conducted by a Hamilton County Housing Taskforce indicates that: 1) a low number of new housing starts were recorded throughout the county; 2) a shortage of available homes for sale in the low to middle income price ranges were documented through surveys of potential residents, realtors, and lenders; 3) a large number of workers employed by Hamilton County businesses commute to work from outside the county; 4) the City of Webster City has available a considerable number of single family lots available for construction. A primary goal of the City is to encourage development of current lots; and 5) the recent addition of a large number of new area jobs has created a labor and housing shortage within the Webster City area as documented by surveys returned by local lenders and realtors.

To address the above issues local officials are reviewing and implementing options for the facilitation of additional living units within Webster City. One option is the creation of tax abatement incentives to encourage people to build new housing units within Webster City and to provide for the substantial rehabilitation of existing substandard units. Tax abatement will be viewed as one of several "tools" to be used by the community encouraging further housing development. Other partners will include municipal utilities, local realtors, local contractors, private utility companies, lenders, and local business establishments.

THE PLAN:

Area: The proposed boundary of the Webster City Revitalization Plan is the corporate limits of Webster City, Iowa.

Proposed Land Uses: Webster City has adopted a Future Land Use Plan and Map. To be eligible for benefits of the Tax Abatement Program, proposed developments must be residential, must be zoned for a residential use, and must be included within a future residential area as shown on the Future Land Use Map. Attachment #4 to this Plan contains a map of zoning and land use patterns.

Proposed Extension of City Services: Attachment #5 to this Plan outlines future capital improvements envisioned by the City.

Property Classes to Receive Benefits: Property eligible to receive urban revitalization benefits under this Plan is that which is assessed as residential property or residential rental units that may be classified as commercial property by the County Assessor's Office. Commercial rental housing units must consist of three or more separate living quarters with at least 75% of the total building space used for residential purposes.

Type of Eligible Improvements: Construction of new dwelling units are eligible for urban revitalization benefits if all other requirements are met. Further, to be eligible for Urban Revitalization benefits, the property upon which the residential structure is to be built must: 1) be fronted by an existing public street as of the 1st day of January, 1996; and 2) must have municipal water service within fifty (50) feet of the lot boundaries; and 3) must have municipal sewer service within fifty (50) feet of the lot boundaries.

Minimum Assessment Increases: In order to qualify for revitalization benefits, eligible improvements must show a minimum increase of 10% of the assessed value of the existing improvements. If property was previously unimproved, new dwelling units are automatically eligible if all other criteria are met, including that listed in Section 404.3(7) of the Code of Iowa.

Duration of Benefit: The benefit is designed for a period of three years from the date of adoption; however, benefits granted under this plan may extend past the termination date of the plan to the extent of eligibility under the limit for any individual project. The City Council may extend this plan by resolution pursuant Code of Iowa, Chapter 404.2.

Exemption Schedule: Real estate improvements which qualify under this plan shall be eligible for the following forms of tax exemption which are based on the assessment classifications:

Property zoned and assessed as residential and for commercially assessed property used for residential purposes with three or more separate living quarters with at least seventy-five percent of the space used for residential purposes:

Year	Amount of Abatement
1	100%
2	100%
3	100%

Relocation: In cases where construction may cause the temporary dislocation of a tenant, Webster City shall require compensation of at least one month's rent and shall require compensation of actual relocation expenses be paid to a qualified tenant whose displacement is due to action on the part of a property owner to qualify for the benefits under this Plan. Webster City may require the persons causing the qualified tenant to be displaced to pay all or a part of the relocation payments as a condition for receiving a tax exemption.

Bonding/Other Financing: Webster City currently has no plans to issue bonds in conjunction with this Plan. In the future, the City may choose to supplement local development efforts with any State or Federal monies as may be applicable.

Exemption Approval: A person must submit a proposal for an improvement project to the City to receive prior approval for eligibility for a tax exemption on the project. The City shall, by resolution, give its prior approval for an improvement project if the project is in conformance with the Plan for revitalization developed by the City. Such prior approval shall not entitle the owner to exemption from taxation until the improvements have been completed and found to be qualified real estate; however, if the proposal is not approved, the person may submit an amended proposal for the City to approve or reject.

An application shall be filed for each new exemption claimed, as required in Section 404.4, Code of Iowa. The application for an exemption shall be filed with the City, by the owner of the property, by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation. The application shall contain, but not be limited to the following information: the nature of the improvement, its cost, the estimated or actual date of completion, the tenants that occupied the owner's property the date the City adopted the resolution of finding.

The City shall approve the application, subject to review by the local assessor pursuant to Section 404.5, Code of Iowa, if the project is in conformance with the Plan for revitalization developed by the City, is located within a designated revitalization area, and if the improvements were made during the time the area was so designated. The City shall forward for review all approved applications to the assessor by March 1 of each year with a statement of the exemption. The tax exemptions for the succeeding years shall be granted without the taxpayer having to file an application for the succeeding years.

Attachment 1

Plan Adoption Proceedings

RESOLUTION NO. 2020 - 090

**SETTING TIME AND PLACE FOR A PUBLIC HEARING ON THE
CONTINUATION OF THE CITY-WIDE URBAN REVITALIZATION
PLAN FOR RESIDENTIAL TAX ABATEMENT.**

WHEREAS, the Iowa Urban Revitalization Act of 1979 enables cities to designate areas of the City as urban revitalization areas to attract development to specific areas, thereby increasing the tax base; and,

WHEREAS, on May 3, 1993, the City of Webster City did adopt an Urban Revitalization Plan for Residential Tax Abatement; and,

WHEREAS, on May 11, 2020, the Planning and Zoning Commission will consider the continuation of the existing Plan for another 3-year period; and,

WHEREAS, the City Council of Webster City has determined that it may be in the best interest of the City to continue to provide construction incentives to assist in providing additional housing to meet a community goal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that May 18, 2020, at 6:05 p.m., at City Hall, Webster City, Iowa, be set for a public hearing on the continuation of the City-Wide Urban Revitalization Plan for Residential Tax Abatement and that the City Clerk is hereby directed to publish notice as required by law.

Passed and adopted this 4th day of May, 2020.

CITY OF WEBSTER CITY, IOWA



John Hawkins, Mayor

ATTEST:


Karyl K. Bonjour, City Clerk

NOTICE

Notice is hereby given that the City Council of the City of Webster City, Iowa, will hold a public hearing on the continuation of the Urban Revitalization Plan for the following described property:

All residential property within the Corporate Limits of Webster City, Iowa, that is property used according to current zoning practices and in agreement with the Webster City Future Land Use Plan.

The purpose of the Revitalization Plan is to enable the City Council to offer tax abatement on the construction of new residential structures within the City limits of Webster City, Iowa. To be eligible for the tax abatement eligible property must: 1) be fronted by an existing public street; 2) must have municipal water service within fifty (50) feet of the lot boundaries; and, 3) must have municipal sewer service within fifty (50) feet of the lot boundaries.

A public hearing will be held at the City Hall, 400 Second Street, Webster City, Iowa on the 18th day of May, 2020, at 6:05 p.m. Due to public health concerns related to COVID-19, and as authorized by emergency proclamation of the Governor of the State of Iowa, this meeting of the City Council may be conducted electronically, pursuant to Iowa Code Section 21.8 as holding the meeting in person is impossible or impractical. Interested persons may attend or participate in the meeting electronically. Log-in/access information will be indicated on the published City Council Agenda. The agenda may be viewed on the City of Webster City webpage, www.webstercity.com.

CITY OF WEBSTER CITY, IOWA

Karyl K. Bonjour
City Clerk

RESOLUTION NO. 2020 - 095

**RESOLUTION ADOPTING THE EXTENSION OF THE URBAN
REVITALIZATION PLAN FOR RESIDENTIAL TAX ABATEMENT.**

WHEREAS, the Iowa Urban Revitalization Act of 1979 enables cities to designate areas of the City as urban revitalization areas to attract development to specific areas, thereby increasing the tax base; and,

WHEREAS, the City of Webster City adopted an Urban Revitalization Plan for Residential Tax Abatement purposes in May of 1993 in which incentives were provided to new unit construction; and,

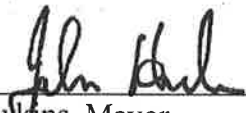
WHEREAS, since adoption of that Plan, the City Council has reviewed its actions and has determined that benefits of the Residential Tax Abatement Program should be extended for 3 years; and,

WHEREAS, notice was published as required by law and a hearing was held on May 18, 2020, with no oral or written objections noted.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the above described extension of the City-Wide Urban Revitalization Plan for Residential Tax Abatement for the City of Webster City, Iowa is hereby approved and adopted.


Passed and adopted this 18th day of May, 2020.

CITY OF WEBSTER CITY, IOWA



John Hawkins, Mayor

ATTEST:



Karyl K. Bonjour, City Clerk

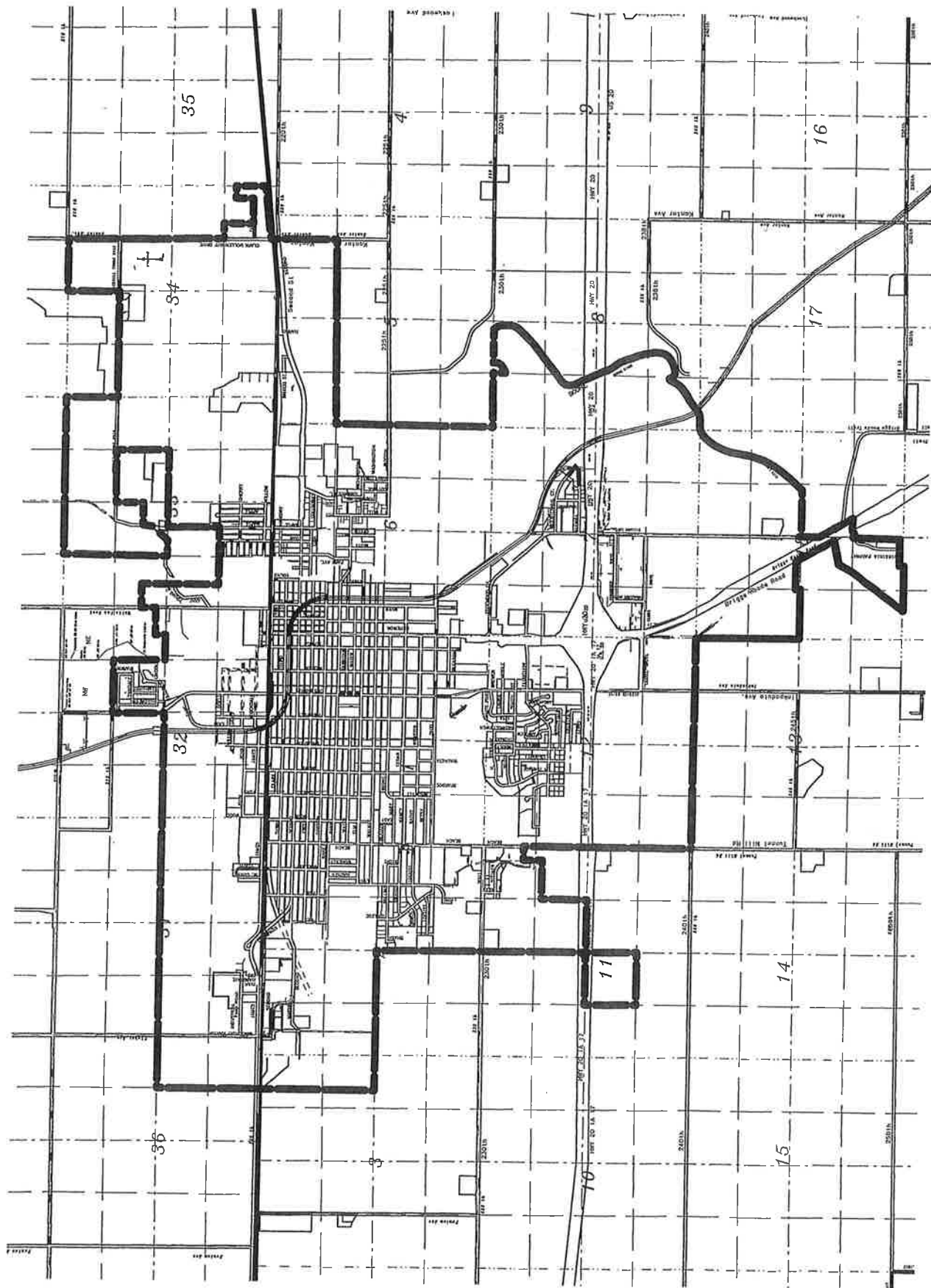
Attachment 2

Boundary Map of District

CORPORATE LIMITS OF WEBSTER CITY, IOWA

Commencing at the SW corner of the SE1/4 SE1/4 of Section 36-89-26; thence north to the NW corner of the NE1/4 SE1/4 of Section 36-89-26; thence east on the quarter section line to the center of Section 32-89-25; thence north to the NW corner of the SW1/4 NE1/4 of Section 32-89-25; thence east to the NE corner of the SW1/4 NE1/4 of Section 32-89-25; thence south to the SE corner of the SW1/4 NE1/4 of Section 32-89-25; thence east to the SW corner of the SE1/4 SE1/4 NE1/4 of Section 32-89-25; thence north to the NW corner of the S1/2 SE1/4 SE1/4 NE1/4 of Section 32-89-25; thence east to the east line of Section 32-89-25; thence north to the NW corner of the SW1/4 SW1/4 NW1/4 of Section 33-89-25; thence east to the NE corner of the SW1/4 SW1/4 NW1/4 of Section 33-89-25; thence south to the NE corner of the NW1/4 SW1/4 SW1/4 of Section 33-89-25; thence east to the centerline of Maple Avenue; thence north along the centerline of Maple Avenue to the east and west centerline of Section 33-89-25; thence east to the SE corner of the SW1/4 NE1/4 of Section 33-89-25; thence north to the NE corner of the SW1/4 NE1/4 of Section 33-89-25; thence west to the NW corner of the SW1/4 NE1/4 of Section 33-89-25; thence south along the west line of the SW1/4 NE1/4 of Section 33-89-25, 693 feet; thence west 550 feet; thence southwesterly to a point on the east and west centerline of Section 33-89-25, said point being 680.1 feet west of the center of Section 33-89-25; thence west to the SW corner of the SE1/4 NW1/4 of Section 33-89-25; thence north to the NW corner of the NE1/4 NW1/4 of Section 33-89-25; thence east to the NW corner of Section 34-89-25; thence south to the SW corner of the NW1/4 NW1/4 of Section 34-89-25; thence east to the SW corner of the NW1/4 NE1/4 of Section 34-89-25; thence north to the NW corner of the NW1/4 NE1/4 of Section 34-89-25; thence east to the NE corner of the NW1/4 NE1/4 of Section 34-89-25; thence south to the NW corner of the SE1/4 SE1/4 of Section 34-89-25; thence east along the north line of the SE1/4 of the SE1/4 of Section 34-89-25 383 feet; thence south 738.58 feet; thence North 89°53'30" east 50 feet; thence north 89°47'00" east 583.22 feet; thence north 444 feet; thence east 300 feet to the east line of the SE1/4 SE1/4 of Section 34-89-25; thence south on the east line of the SE1/4 SE1/4 747 feet to the north right-of-way line of the Chicago Central and Pacific Railroad; thence in a southwesterly direction along the north right-of-way line of the Chicago Central and Pacific Railroad to the west line of the SE1/4 SE1/4 of Section 34-89-25; thence south to the SE corner of the SW1/4 SE1/4 of Section 34-89-25; thence south along previously mentioned line, extended, to the south line of the NE1/4 NE1/4 of Section 5-88-25; thence west to the SE corner of the NE1/4 NE1/4 of Section 6-88-25; thence south to the SE corner of Section 6-88-25; thence east to the NE corner of the NW1/4 of the NW1/4 of Section 8-88-25; thence south on the east line of the NW1/4 of the NW1/4 of Section 8-88-25 to the centerline of the Boone River; thence in a northeasterly direction along the centerline of the Boone River to its intersection with the north line of Section 8-88-25; thence east along the north line of the NE1/4 of the NW1/4 to a point on the centerline of the Boone River; thence southwesterly along the centerline of the Boone River to the south line of the NE1/4 of Section 18-88-25; thence west to the center of Section 18-88-25; thence south along the west line of the SE ¼ of said Section 18 to the easterly right-of-way of Iowa Highway 17;

thence southeasterly along the said easterly right-of-way to the south line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18; thence westerly to a point N $59^{\circ}58'$ E 198.21 feet from a point 1239.6 feet north of the S $\frac{1}{4}$ corner of said Section 18; thence S $59^{\circ}58'$ W 198.2 feet to the west line of the SE $\frac{1}{4}$ of said Section 18; thence north along the west line of the SE $\frac{1}{4}$ of said Section 18 to the NW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18; thence westerly along the south line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18 a distance of 25 feet; thence south along a line parallel with and 25 feet west of the east line of the SW $\frac{1}{4}$ of said Section 18 to a point 100 feet north of the south line of said Section 18; thence West along a line parallel with and 100 feet north of the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18 a distance of 675 feet; thence south to the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18; thence west along said south line to the SW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18; thence west along the south line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18 to the centerline of the Boone River; thence northeasterly along the centerline of the Boone River to the west right-of-way of Iowa Highway 17; thence northwesterly along the westerly right-of-way of said Highway to a point 140 feet north of the south line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18; thence west along a line parallel with and 140 feet north of the south line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the west line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence south along said west line to the south line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence west along the said south line to the SW corner of the NW $\frac{1}{4}$ of said Section 18; thence north along the west line of the NW $\frac{1}{4}$ of said Section 18 to the SE corner of Section 12-88-26; thence west to the SW corner of Section 12-88-26; thence north to a point 319.13 feet north of the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11-88-26; thence west 383 feet to a point 319.13 feet north of the north line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11-88-26; thence south to a point 165 feet south and 383 feet west of the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11-88-26; thence west to a point on the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11-88-26; thence south to the SE corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11-88-26; thence west to the SW corner of the NE $\frac{1}{4}$ of Section 11-88-26; thence south to the SE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11-88-26; thence west to the SW corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11-88-26; thence north to the NW corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11-88-26; thence east to a point 104.35 feet west of the center of Section 11-88-26; thence northeasterly to a point on the west line of the NE $\frac{1}{4}$ of Section 11-88-26, said point being a point 104.35 feet north of the center of Section 11-88-26; thence north to a point 247' south of the center of Section 2-88-26; thence west 671' along a line 247' south of and parallel to the centerline of Section 2-88-26; thence north to a point on east west centerline of said Section, said point being 671' west of the center of said Section 2-88-26; thence west on the centerline to the west line of Section 2-88-26; thence continuing west on the centerline of Section 3-88-26 to a point directly south of the point of beginning; thence north to the point of beginning.

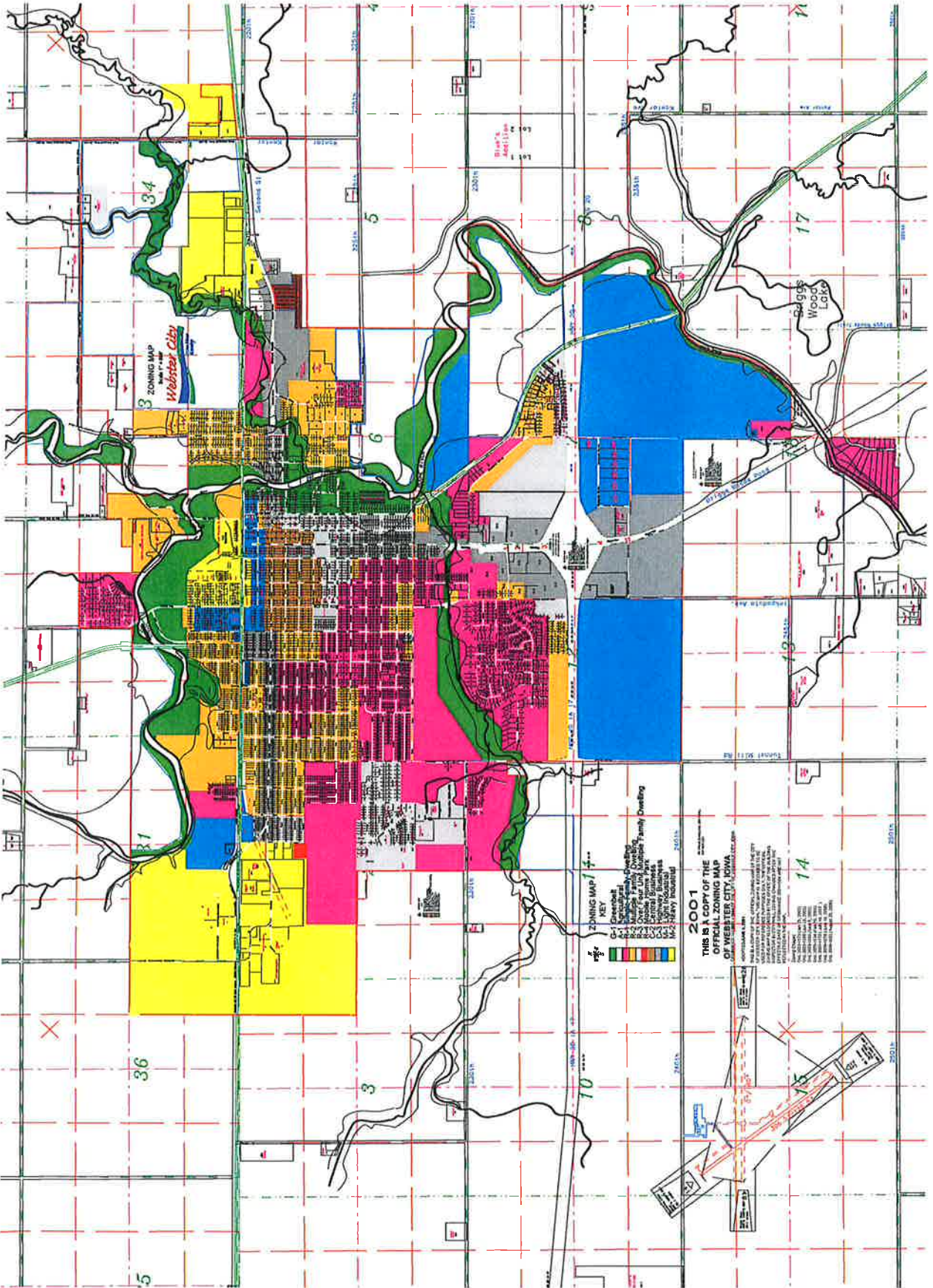


Attachment 3

List of Known Owners & Assessed Values

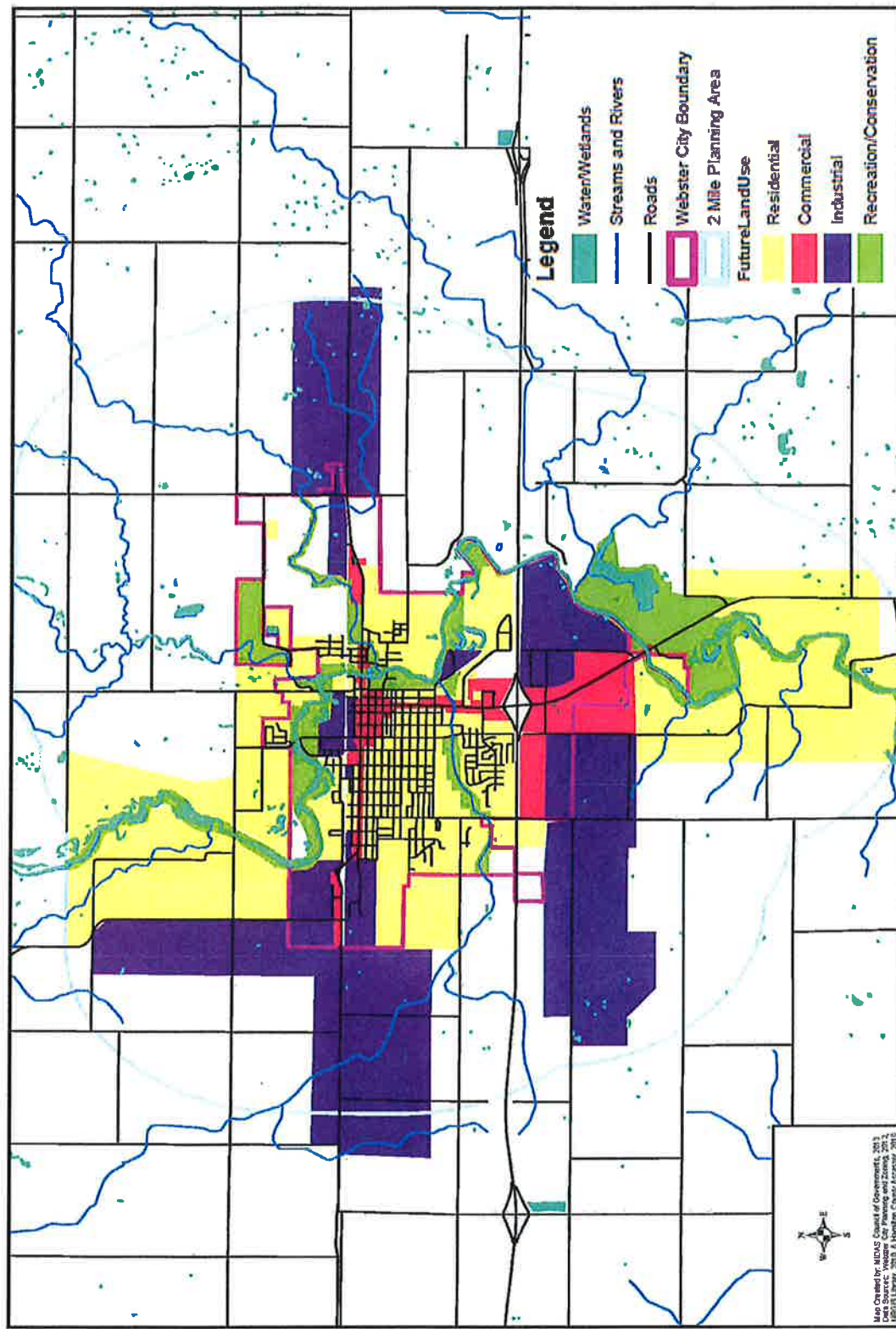
Attachment 4

Zoning & Land Use Maps



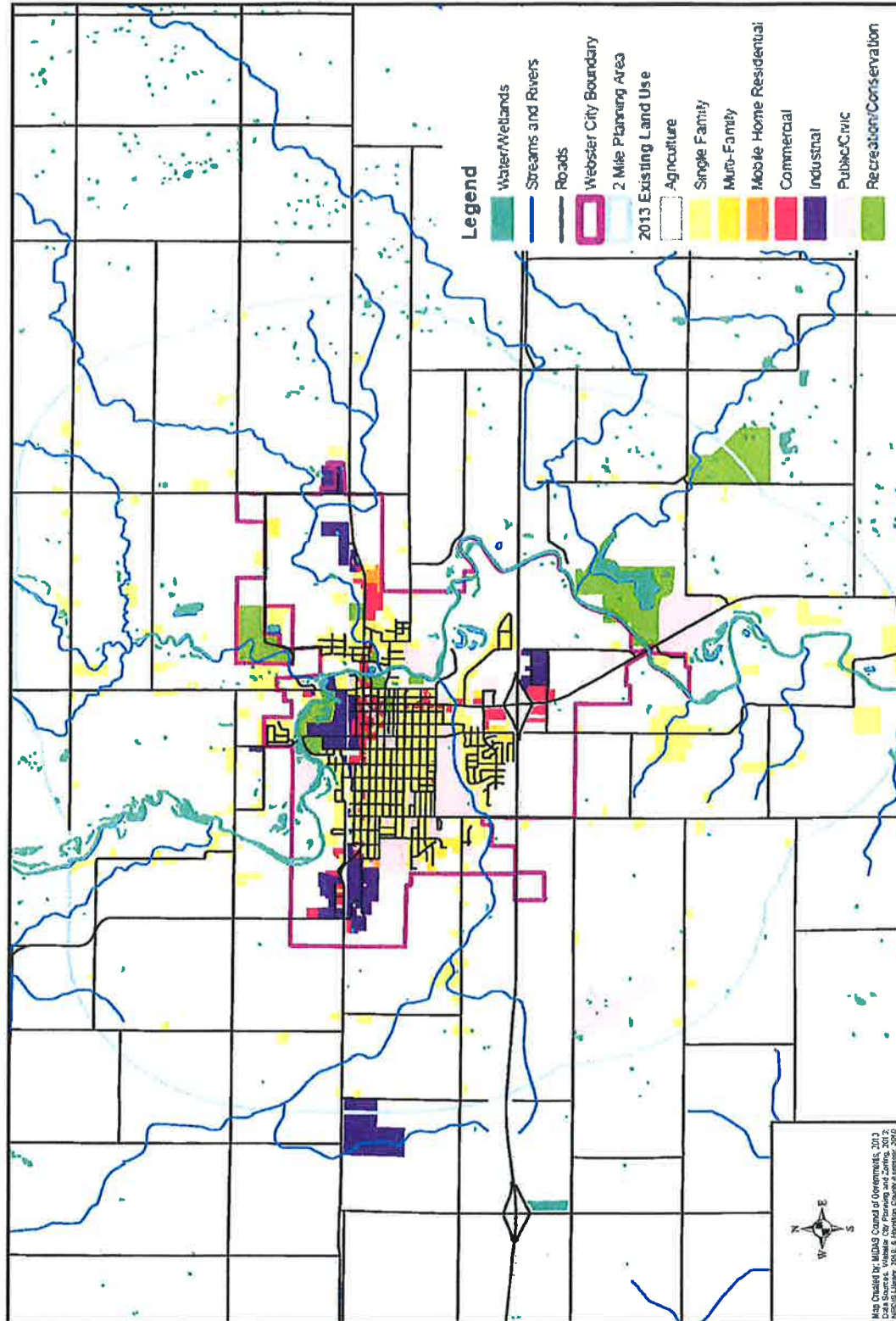
Future Land Use Map of Webster City

Webster City Future Land Use Map (Including Extraterritorial) - 2013



Existing Land Use Map of Webster City

Webster City Existing Land Use Map (Including Extraterritorial) - 2013



Attachment 5

*Available Public Utility Maps
And
Proposed Public Facility/Utility Improvements*

SUMMARY

5-YEAR CAPITAL IMPROVEMENTS PLAN

1. Transportation

The Street Department continues to do routine maintenance on all streets. Funds are budgeted annually for street maintenance that is performed by Street Department staff as well as contracted maintenance for crack sealing and partial depth patching of concrete streets, annual removal of logs and debris from bridge piers; and bridge deck sealing.

A plan for asphalt resurfacing/reconstruction/slurry sealing is in the CIP to extend the life of existing streets and provide quality surfaced streets. Maintenance activities are prioritized based on established criteria.

Bridge and underpass improvements have also been identified in the CIP.

2. Sewage Facility

Improvements to the sanitary sewer collection system and wastewater treatment facility continue to be identified. Funds are budgeted annually for sanitary sewer cleaning, televising, and root cutting, as well as sanitary sewer rehabilitation and/or lining. When video inspection of the sanitary sewer reveals major condition issues, project cost estimates are developed and placed in the CIP.

3. Water Facilities

Improvements to the water distribution system and water treatment facility continue to be identified with a number of projects listed in the CIP, including fire hydrants/valve replacement and water distribution system improvements to provide system reliability and high quality water service to all citizens. The Water Plant is in the process of replacing the hi/low pump. They will then commence with filter renovations.

4. Police and Fire Protection

Over the next five years, the police department would like to enhance its physical security by installing RF (radio frequency) badge readers to all entrance and exits doors, offices, and evidence room along with updating the video surveillance of the entire police department. These security improvements would enhance the integrity of the police department. *These updates are not being pursued unless a state or federal grant (Homeland Security) would become available to dramatically offset the costs of this project.*

The Fire Department will move forward with concrete maintenance projects at the Fire Station.

5. Park Facilities

Overall goals in the current CIP include continued development of City recreational trails, along with maintenance of existing parks, green space areas, cemetery and

facilities, including safety, appearance, added amenities and improved signage. The City has started with different reforestation projects along the Boone River. Items in the future that will need to be addressed include park shelters, as well as the affect of the Emerald Ash Tree Borer on all of the ash trees in Webster City.

Community of: Webster City, Iowa

Information submitted by: Karla Wetzler, Planning Director

Attachment 6

*Application for Tax Abatement
To the Webster City City Council*

RESIDENTIAL TAX ABATEMENT APPLICATION

CITY OF WEBSTER CITY

APPLICANT INFORMATION

NAME: _____

ADDRESS: _____

TELEPHONE: _____

PROJECT INFORMATION

1. Is your project for construction of a new structure (home)? Yes _____ No _____

2. What is the approximate dollar value of the proposed construction? \$ _____

Please attach cost estimates and construction drawings.

3. Where will the construction be located (give legal description and common address)?

4. Please attach plat showing the location of the home upon the lot, including setbacks and other identifiable dimensions of the structure.

Signature of Applicant

Date



MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Setting a Public Hearing to Amend the Code of Ordinances Pertaining to Chapter 50, Article III, Division 3, to Add Section 50-120, Entitled Solar Energy Systems

SUMMARY: The City of Webster City currently does not address the installation of solar energy systems on private property in the City's Zoning Districts. There is a peak in interest of solar energy systems from residents, businesses and developers that could have the potential to impact both the City's land use policies and the City's municipal electric utility. A public hearing needs to be set in order to amend the Code of Ordinances pertaining to Chapter 50, Article III, Division 3, and add Section 50-120, entitled Solar Energy Systems.

PREVIOUS COUNCIL ACTION: In 2022 Goals, Council included a goal to update the zoning code as needed.

BACKGROUND/DISCUSSION: With peak interest of solar and energy systems it is necessary to amend our City Code pertaining to Chapter 50, Article III, Division 3, to add Section 50-120, entitled Solar Energy Systems. In order to amend the code a public hearing must be set. This ordinance was developed in partnership with DGR Engineering, Ahlers & Cooney and City Staff from the Utility Line Department, Public Works and Building Departments. This ordinance will regulate and restrict the placement, construction and use of Solar Energy Systems within the City's established zoning districts. Solar Energy Systems will be allowed as a special exception use in all zoning districts with conditions:

- (1) that there is no more than one solar energy system per property parcel or zoning lot
- (2) that there is no more than one module structure per property parcel or zoning lot
- (3) that the solar energy system must be associated with a permitted principle use or permitted accessory use
- (4) that the property owner or occupant obtain a special exception permit as required under Chapter 50.

This ordinance will prohibit freestanding Solar Energy Systems in residential districts. The ordinance outlines the installation and maintenance requirements and the penalties for abandonment. The purpose of this ordinance is to regulate the potential impact to both the City's land use policies and the City's municipal electric utility.

FINANCIAL IMPLICATIONS: With this new ordinance in place we will be increasing the interconnection fee from \$125 to \$150 and will also be increasing the application fees to cost recover engineering fees the City incurs from application review. The fees will be collected as a deposit and as work is complete the fees will be deducted from this deposit and any funds left will be refunded back to the customer.

RECOMMENDATION: City staff recommends the City Council set the public hearing for May 1, 2023 at 6:05 p.m. for the first reading of the ordinance.

RESOLUTION NO. 2023—xxx

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSAL TO AMEND THE CODE
OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019, PERTAINING TO
CHAPTER 50, ARTICLE III, DIVISION 3, TO ADD SECTION 50-120, ENTITLED SOLAR ENERGY SYSTEMS.**

WHEREAS, before amending the City Code of Ordinances, a notice of a public hearing on the proposal shall be in compliance with Iowa Code Chapter 362; and

WHEREAS, it is proposed by City Staff to amend the Code of Ordinances pertaining to Chapter 50, Article III, Division 3, to add Section 50-120, entitled Solar Energy Systems; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that a Public Hearing for amending the Code of Ordinances described above will be held in person at City Hall in Council Chambers, Webster City, Iowa on the 1st day of May, 2023, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**NOTICE OF PUBLIC HEARING ON A PROPOSED
ORDINANCE AMENDING THE ZONING ORDINANCE OF
THE CITY OF WEBSTER CITY FOR THE PURPOSE OF
REGULATING THE PLACEMENT AND USE OF SOLAR
ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS**

PUBLIC NOTICE is hereby given that the City Council of the City of Webster City will hold a public meeting and hearing on May 1, 2023, at 6:05 P.M. in the City Hall Council Chambers, 400 Second Street, Webster City, Iowa, at which meeting the Council proposes to take action on the adoption of A PROPOSED ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF WEBSTER CITY FOR THE PURPOSE OF REGULATING THE PLACEMENT AND USE OF SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS.

A copy of the proposed amendments may be viewed at City Hall during regular business hours or may be viewed on the City's internet site at <https://webstercity.com/>.

At the meeting and hearing the Council shall receive, from any resident or property owner of the City, any oral or written objections to or comments on the PROPOSED ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF WEBSTER CITY FOR THE PURPOSE OF REGULATING THE PLACEMENT AND USE OF SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS.

After all objections and comments have been received and considered, the Council will, at this meeting or at any adjournment thereof, take final action on the proposed amendments or will abandon the proposed amendments.

This notice is given by the City of Webster City in the State of Iowa and published pursuant to the requirements of Section 50-400 of the City Code of Webster City, Iowa and Iowa Code Chapter 414.

Dated this 17th day of April, 2023.

Karyl K. Bonjour
City Clerk, Webster City, Iowa

ORDINANCE NO. 2023-

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF WEBSTER CITY
FOR THE PURPOSE OF REGULATING THE PLACEMENT AND USE OF
SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS**

WHEREAS, the City of Webster City ("the City") adopted a Comprehensive Plan dated July 6, 2021 that includes a statement of principles regarding the values and ideals that underpin the ideas, policies, and capital recommendations of the Plan; and

WHEREAS, one of those principles is to "grow as a unified community through efficient and sustainable land development;" and

WHEREAS, there are many residents, businesses, and developers who are interested in developing or installing solar energy systems within the City; and

WHEREAS, these solar energy systems have the potential to impact both the City's land use policies and the City's municipal electric utility; and

WHEREAS, it is deemed advisable and has been recommended by the Webster City Planning and Zoning Commission to add regulations for the placement and use of Solar Energy Systems to the City's Zoning Ordinance.

NOW THEREFORE IT BE ORDAINED AND ENACTED by the Council of the City of Webster

City, Iowa:

SECTION 1. TEXT AMENDMENT – Chapter 50, Article III, Division District Restrictions, is

amended by adding to the list of special exception uses in each of the districts listed in

Division 3, the following item:

"Solar Energy Systems meeting the requirement of section 50-120 of this division."

SECTION 2. TEXT AMENDMENT – Chapter 50, Article III, Division 3, is amended by adding

the following new Section to be numbered 50-120 and entitled Solar Energy Systems:

50-120 - SOLAR ENERGY SYSTEMS.

The regulations set forth in this section, in this division when referred to in this section, or in this divisions when referring to this section, are the regulations that apply to Solar Energy Systems.

1. Definitions.

- A. Solar Energy System - Any solar collector, solar device, or structural design

feature of a building the primary purpose of which is to provide for the collection, storage, and distribution of solar energy.

B. Solar Energy System, Attached - A Solar Energy System which requires support by another structure, whether roof or otherwise, and which is not fixed directly to the ground.

C. Solar Energy System, Building-Integrated - A Solar Energy System which is used to replace conventional building materials in parts of the building envelope such as the roof, awnings, skylights, or facades which may include roof membrane, solar shingles, facade modules, or glazing and serves the building to which it is attached.

D. Solar Energy System, Commercial - A Solar Energy System which is intended to produce electricity for sale to a rate regulated or non-regulated utility or for use off site. Commercial Solar Energy Systems are not permitted within the zoning jurisdiction of the City of Webster City, Iowa or the 2-mile jurisdiction.

E. Solar Energy System, Freestanding - A Solar Energy System which is completely self- supported. Solar Energy Systems are only permitted on lots with a principal structure and may not be on a lot as a stand-alone system within the zoning jurisdiction of the City of Webster City, Iowa or the 2-mile jurisdiction.

F. Solar Energy System, Farms -A Solar Energy System which produces electricity and is capable of distributing surplus electricity to the public or other properties other than the principal structure being served, even if the system is temporarily or automatically disconnected by a switch or other mechanical device. Solar Energy System, Farms shall not be permitted within the City of Webster City, Iowa or the 2-mile jurisdiction.

G. Solar Energy System, Passive - A Solar Energy System which does not produce electricity and which does not use activity mechanical systems for energy transfer.

2. Solar Energy Systems.

A. Purpose. The provisions of this section are intended to regulate and restrict the placement, construction and use of Solar Energy Systems within the City's established zoning districts.

B. Special Exception Use. Solar Energy Systems are allowed as a special exception use in all zoning districts as set forth in Division 3 of this Article III, on the following conditions: (1) that there is no more than one Solar Energy System per property parcel or zoning lot; (2) that there is no more than one module structure per property parcel or zoning lot; (3) that the Solar Energy System must be associated with a permitted principal use or permitted accessory use; and (4) that the property owner or occupant obtain a special exception permit as required under this Chapter 50.

C. Building Integrated and Passive Systems Exemption. Building-integrated solar energy systems and passive solar energy systems do not require a special exception use permit and shall be regulated as any other building element under Building Code provided they

are of non-reflective material and they do not project or extend any further outward from the structure than the same element done with conventional design. Building integrated and passive systems which spatially go beyond conventional design or which are made of reflective material shall be subject to all the regulations herein for attached solar energy systems.

D. Freestanding Solar Energy Systems: Freestanding Solar Energy Systems are not allowed in residential districts. In other districts, a Special Exception Use Permit is required.

(1) Setbacks. Freestanding Solar Energy Systems shall not be located within any required front setback or street side yard setback. Minimum setback from interior side and rear lot lines and other structures shall be fifteen (15) feet.

(2) Easements, Utilities, Right-of-Way. No portion of any Freestanding Solar Energy System shall extend into any easement, right of way, or public way regardless of the above stated minimum setbacks.

(3) Location. Freestanding Solar Energy Systems shall be located on the same lot as the building being served.

(4) Height. The maximum height limit of a Freestanding Solar Energy System shall be fifteen (15) feet for non-residential uses, as measured from the ground/grade of the system at its base to the highest point of the system, including the highest position of any adjustable part of the system.

(5) Maximum Size. Systems for non-residential properties shall not exceed one-half (1/2) of the footprint of the principal structure building served. Measurement of the system shall be based upon the area of the solar receiving panel, regardless of the adjustment angle of the panel.

(6) Coverage area. Any system which does not take up more than 100 square feet of footprint area measured at outermost vertical dimensions is considered as a *Solar Energy System (SES) - Minor*.

E. Attached Solar Energy Systems:

(1) In the case of wall mounting, no part of the system shall project more than five (5) feet from the building.

(2) No part of the system shall extend into any required side or rear setback. No part of the system shall extend into any required front or street side yard setback.

(3) No portion of any Solar Energy System shall extend into any easement, right of way or public way, regardless of above stated setbacks and projection limitations.

(4) Systems shall not exceed the maximum height in the district or zone, for the structure to which it is attached.

(5) The building must have a conforming principal use.

(6) Roof attached systems may be mounted on principal and accessory building roofs provided they conform to the maximum height standards established for the zoning district. Systems shall be no higher than three (3) feet from the roof surface for residential use property systems. Nonresidential use property systems

may project up to a maximum of ten (10) feet from the roof. In no case, however, shall the height of the System as installed (including the height of any building to which it is installed) exceed the maximum height for a principal structure where attached to said structure or the maximum height for an accessory structure where attached to said structure. The base criteria for *Solar Energy System (SES) - Minor* qualification shall be limited to a maximum of 6 inches projection for residential use, and parallel mounting is required.

(7) Coverage area. Any system which does not take up more than 100 square feet of footprint area measured at outermost vertical dimensions is considered a *Solar Energy System (SES) - Minor*.

F. Solar Access. A property owner who has installed or intends to install a Solar Energy System shall be responsible for negotiation with other property owners in the vicinity for any easements needed for access to the Solar Energy System. The granting of a Special Exception Use Permit for Solar Energy System by the Board of Adjustment does not constitute or create a grant or guarantee of solar access rights, and such a permit does not create or grant an easement.

G. Special Exception Use Permit Application Materials. The Special Exception Use Permit application for a Solar Energy System shall include, but not be limited to:

- (1) A plot plans drawn to scale, showing:
 - a) Existing structures on the lot
 - b) Proposed system
 - c) Property lines
 - d) Setbacks of existing and proposed structures
 - e) Right of ways
 - f) Utility diagram applicable to proposed system
 - g) Easements of record
- (2) Elevation views and dimensions
- (3) Manufacturer's photographs
- (4) Manufacturer's spec sheet including capacity
- (5) Demarcation of dimensions
- (6) Any other information reasonably required by the zoning administrator or the board of adjustment.

H. Special Exception Use Permit Criteria. Any proposed Free-Standing Solar Energy System is permitted only under the terms of a Special Exception Use Permit granted by the Board of Adjustment. No special exception use permit will be granted for commercial use.

To approve a Special Exception Use Permit for Solar Energy System, the Board of Adjustment must find that the proposed use conforms to the following criteria, in addition to other criteria set forth in the Webster City Zoning Ordinance for Special Exception Use Permits.

- (1) The system will to the extent reasonably practical through placement and design minimize the impact to the character of the neighboring properties as they exist on the date of approval, which is defined as properties within

200 feet of the system property.

- (2) Access to open space (air and light) from the neighboring properties is not significantly reduced.
- (3) The predominant pattern of building placement, height, orientation and scale among the neighboring properties and general area beyond the neighboring properties will not be negatively impacted or altered by the system.
- (4) The system meets other City, State, and Federal regulations, including all applicable safety and engineering standards and all interconnection standards or agreements required by the City's electric utility or other utility providers.
- (5) Unique topography, vegetation or lot conditions exist which help to shield the system from the view of neighboring properties and from the street or placement of the principal building allows the system to be located and operated in a way that helps to shield the system from the view of neighboring properties.

I. Special Exception Use Permit Approval. The Board of Adjustment may request additional information if insufficient information is presented to determine conformance with the Special Exception User Permit criteria. If approved, the Special Exception Use Permit may be revoked after a public hearing, if there is evidence that the system does not comply with, or is not being used in accordance with, the provisions of the Special Exception Use Permit. The Board may impose any conditions it deems prudent or necessary for the general welfare of the public and any information it reasonably required for evaluating and considering the criteria for a Special Exception Use Permit.

J. Interconnection Agreement. A Solar Energy System shall not be installed until evidence has been given that the Webster City Municipal Electric Utility Office has been informed of the customer's intent to install an interconnected customer-owned system and a copy of executed interconnection agreement (or other required agreement) with the Webster City Municipal Electric Utility is provided.

K. Abandonment. Any solar energy system that is not operated for a continuous period of 180 days, or that is not maintained in a safe and attractive manner, shall be considered abandoned and shall be removed by the property owner. Removal includes the entire structure including transmission equipment. The City of Webster City will notify the property owner of a finding of abandonment and may order the removal of the Solar Energy System. A failure to remove the Solar Energy System after such a notification may subject the property owner to penalties, fines, fees, infractions, or other remedies as provided elsewhere in this Zoning Ordinance or other provisions of the City Code.

L. Signage. Only a manufacturer's sign/emblem is allowed and is limited to one (1) square foot and attached to the system.

M. Maintenance. The property owner of any Solar Energy System shall maintain such system in a safe and attractive manner, including replacement of defective parts, painting, cleaning, and other acts that may be required for the maintenance and upkeep of the function and appearance of such system. **151-61349** maintain an appearance consistent

with the original appearance of the system as constructed or installed.

M. Underground Wire Requirement. The electrical collection system shall be placed underground within the interior of each parcel. Overhead lines shall not be permitted. Any portion of an electrical collection system that is not compliant with this provision, with the rules of the Iowa Utilities Board, or of the requirements of the Webster City Municipal Electric Utility Office is not considered to be maintained in a safe and attractive manner within the meaning of this Zoning Ordinance.

N. Industry Standard. As part of the Special Exception Use Permit, documentation shall be provided showing that the system and all of its parts meet industry standards and good utility practice, such as Underwriters Laboratories (UL), or another standard applicable to the technology and materials of the system. Owners are responsible for supplying proof of and knowing the applicable standards and meeting the requirements of any and all applicable building and electrical codes and the NEC (National Electrical Code). A Solar Energy System that is not compliant with industry standards is not considered to be maintained in a safe and attractive manner within the meaning of this Zoning Ordinance.

O. Applicable Fees. The applicant for any Solar Energy System under this Ordinance shall be responsible for any applicable and interconnection fees paid in full before starting installation of Solar Energy System. The City Council may establish a fee schedule for purposes of this Zoning Ordinance.

P. Designed and Installed. Solar Energy Systems SHALL comply with the provisions of 2021 IRC Section R324 & 2021 IBC 3111.

Q. Solar Energy Systems shall comply with all provisions of Webster City Municipal Electric Utility's "Interconnection Standards for Parallel Installation and Operation of Customer Owned Distributed Generation Facilities." A Solar Energy System that is not compliant with these requirements is not considered to be maintained in a safe and attractive manner within the meaning of this Zoning Ordinance.

R. The provisions of this section of the City of Webster City's zoning ordinance do not apply to solar energy systems owned, installed, or operated by the Webster City Municipal Electric Utility.

SECTION 3. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED AND ADOPTED ON THIS _____ DAY OF _____, 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

American Tap
Wendy Clemens (Owner)
526 2nd Street
Webster City, Iowa 50595

March 23, 2023

City of Webster City – Council Members:

On Saturday, August 26th, 2023, a fundraiser ride is being planned for motorcyclists and Side by Side riders that will take place during the day with a meal, live auction and live band following the ride extending into the evening. All money raised will go to the local Angel Tree Program to purchase Christmas gifts for children in the area. Last year, we raised \$4,500 with a much smaller scale fundraiser, and were able to provide presents for 45 kids. The goal this year is to provide for even more families. Several local businesses and individuals have agreed to help support this fundraising event.

We have two options for Council to consider in order to hold this event in regard to closures:

Option 1: Close the 500 block of Second Street from the intersection of Seneca Street and Second Street to the intersection of Willson Avenue and Second Street. We would work with the Iowa Alcohol Beverage Division to apply for the additional Outdoor Service or special event license needed.

Option 2: Close the Public Parking area behind the American Tap, which would close the alley and parking area over to the driving lane/parking stalls marked with orange, on the South side of the lot. East and West boundaries of the closure have not been determined at the time of this request. We would work with the Iowa Alcohol Beverage Division to apply for the extended Outdoor Service area of our current license as it currently includes a small area out the back of our business, which can be extended.

We can make either of the above Options work for this event. With setup and tear down, the closure would be from 3 p.m. to midnight at the most. If a live band is booked, the plans are to bring in a flatbed trailer for the stage. We will provide a sketch of the area and are aware of the City's request for accessibility in case of emergencies. We are also requesting the city's assistance with barricades and closure signs, as well as the electrical access needed for the entertainment.

Thank you for your consideration in approving one of the above Options presented for this event. If approved, we will continue with plans for this fundraiser.

Respectfully,



Wendy Clemens

**Webster City Area Chamber of Commerce
Street Closure Request for Webster City Market Nights**

Name of the Street to be closed:

600 block of Second Street. No intersection closure.

Des Moines Street in between Alley and 2nd Street. No intersection closure. Alley access will not be blocked. Traffic can still access 1st Street or 700 block of 2nd Street via Daily Freeman-Journal parking lot on West, Availa parking lot on East side.

Dates requested: Thursdays, June-August

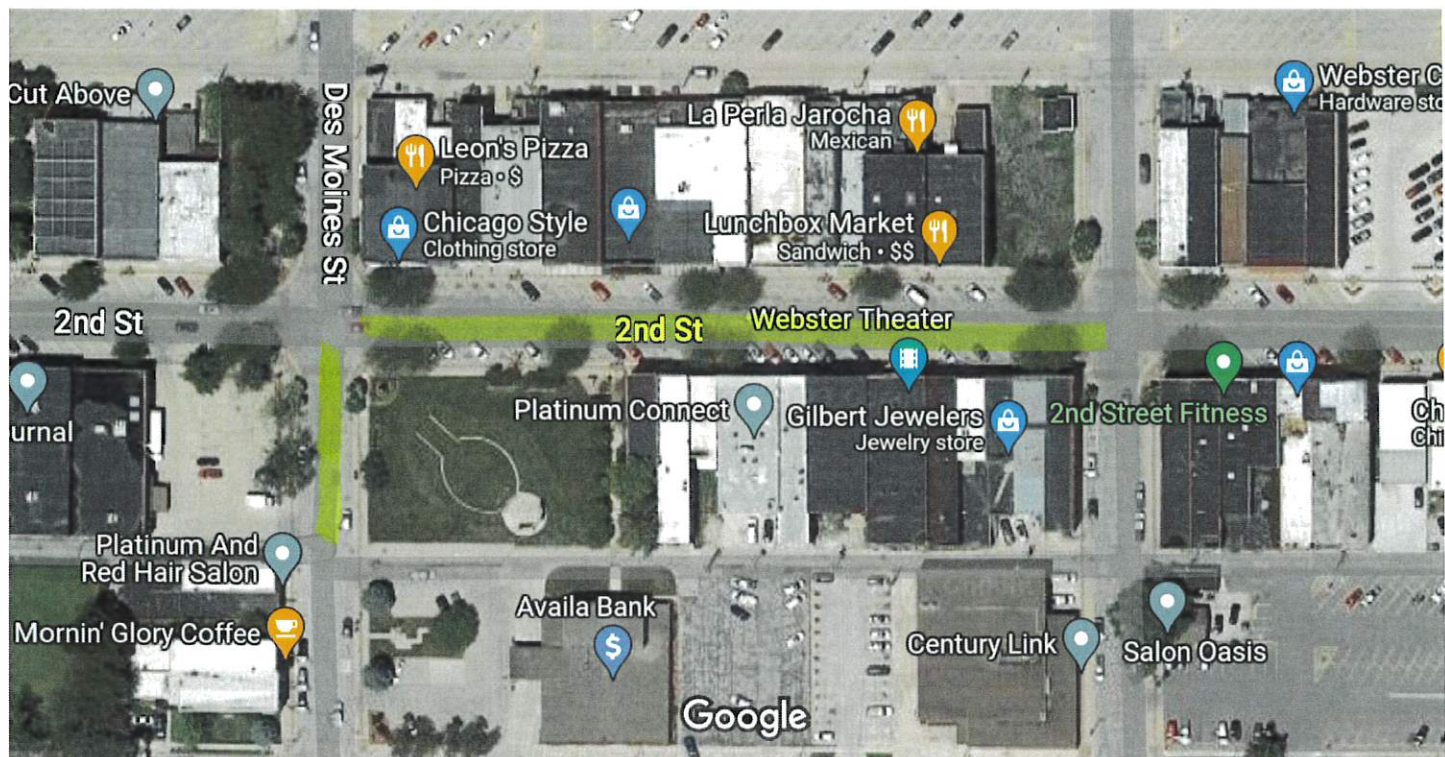
June 1st, 8th, 15th, 22nd, and 29th.

July 6th, 13th, 20th, 27th

August 3rd, 10th, 17th, 24th, 31st

Time street will be closed: 3:30PM - 8:00PM - Market Nights 5:30-7:30PM

Traffic control device (ex. barricades, cones) support needed from the City (if any): Barricades



Imagery ©2023 Hamilton County, Maxar Technologies, Map data ©2023 100 ft

Nightly Schedule of Events:

June 1st, 2023 – *Racing Night*

June 8th, 2023 – *Motorcycle Night*

June 15th, 2023 – *Classic Car Night*

June 22nd, 2023 – *First Responders/HERO*

June 29th, 2023 – *Throwback Thursday*

July 6th, 2023 – *Americana Night*

July 13th, 2023 – *Great Outdoors*

July 20th, 2023 – *Classic Car Night*

July 27th, 2023 – *Fair Night*

August 3rd, 2023 – *Art Night*

August 10th, 2023 – *Fill the Bus Back to School*

August 17th, 2023 – *Classic Car Night*

August 24th, 2023 – *Ag Night*

August 31st, 2023 – *STEAM Career Nights*



Anna Woodward <wcmemberdirector@gmail.com>

Letter for Market Nights

Leslie Dally <empowerwebstercity@gmail.com>

Mon, Mar 6, 2023 at 10:17 AM

To: Anna Woodward <wcmemberdirector@gmail.com>

Hi Anna,

I wanted to express my opinion as a business owner about having market nights on 2nd street and shutting down the 600 block.

As a current business owner downtown on 2nd street I rely on foot traffic, social media, and word of mouth. While I am able to leverage social media as much as possible, I'm not able to increase foot traffic on 2nd street on my own. With the closing of 600 block of 2nd st this would increase foot traffic by my business (and others) by a significant amount. Having this additional foot traffic means additional customers, people talking about businesses, customers coming in that may not have normally because they were already downtown. For my business this could increase awareness as well as for other businesses. I would really like to see this taken advantage of for market nights! I appreciate you taking the time to read.

Thanks,
Leslie Dally
Empower Nutrition



MEMORANDUM

TO: Mayor and City Council

FROM: Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Adopt a Resolution Approving Amendment No. 17b to the On-Call Street Paving Specialist Agreement for Professional Services with Snyder & Associates, Inc. and Authorizing Use of Bond Proceeds to Pay for Street Projects

SUMMARY: On February 21, 2022 the City Council approved Amendment No. 17 for Snyder & Associates to provide professional engineering services needed to complete the project development, administration, survey, design and construction administration and observation of Lincoln Drive and Fair Meadow Drive projects. Both projects had additional needs and work tied to them that created a modification to the scope of work required from Snyder and Associates therefore, Amendment 17a was adopted by the council on October 17, 2022. Staff is seeking to tie in additional sidewalk to the Fair Meadow Drive project and an additional amendment is needed.

PREVIOUS COUNCIL ACTION: The Council approved Amendment No. 17 with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the Lincoln Drive project on February 21, 2022. On October 17, 2022 the City Council approved amendment 17a with Snyder & Associates. On April 03, 2023 the City Council tabled this item until City staff could ensure necessary easements from Kwik Star were going to be able to be secured.

The Council has seen this as part of the 5-year CIP in the FY 22-23 Budget adoption and adopted the 2022 Goal Setting Report noting they would like to pursue a strategic plan on how to address replacement of aging infrastructure.

BACKGROUND/DISCUSSION: Additional bond proceeds in the amount of \$1,124,374.16 are available and can be utilized to pay for street improvement projects. Staff would like to request that the City Council allocate remaining bond proceeds towards street improvements projects and tie in completion of sidewalk north of Fair Meadow, east of Superior. This was not originally incorporated into the project as a cost saving measure due to budget constraints; however, with the bond proceeds available, the project would be able to be completed with the addition of the sidewalk needed to make a complete sidewalk from Van Diest Medical Center to the Des Moines and Fair Meadow Drive intersection.

Additional services are required from Snyder & Associates to complete the full scope of the Fair Meadow Drive project. Staff would like to recommend incorporating sidewalk on the north side of Fair Meadow east of Superior to ensure a complete sidewalk (noted in yellow below). Because of these

modifications, additional work tied to utilities, right of way, survey, design, staging and construction observation are needed.



The additional work will require an additional \$25,800 be added to the Snyder and Associates amendment.

FINANCIAL IMPLICATIONS: The additional \$25,800 will be paid for from the Fair Meadow Drive project. These dollars will be absorbed by the water, sewer, and remaining bond proceeds or LOSST (\$1,124,374.16).

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving Amendment No. 17b with Snyder and Associates and authorizing the use of bond proceeds for street projects.

RESOLUTION NO. 2023 – xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AMENDMENT NO. 17B WITH
SNYDER AND ASSOCIATES TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES NEEDED
FOR THE FAIR MEADOW DRIVE PROJECT AND AUTHORIZING
USE OF BOND PROCEEDS TO PAY FOR THE PROJECT**

WHEREAS, on February 6, 2017, the City of Webster City did enter into an On-Call Street Paving Specialist Agreement with Snyder & Associates, Inc., Ankeny, Iowa; and

WHEREAS, the City of Webster City did approve Amendment No. 17 on February 21, 2022 and Amendment No. 17a on October 17, 2022; and

WHEREAS, the City of Webster City seeks to expand the scope of the projects and requires additional professional services from Snyder & Associates, Inc.; and

WHEREAS, the City of Webster City has bond proceeds that can be utilized to pay for street improvement projects; and

WHEREAS, the City of Webster City will utilize the services of its consulting engineer, Snyder & Associates, to perform said services as noted in the attached as Exhibit “A”;

WHEREAS, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

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

SECTION 1: Authorizes the Mayor to sign and execute amendment number 17B with Snyder and Associates to provide additional professional services needed to complete the Fair Meadow Drive Project.

SECTION 2: Authorizes the use of bond proceeds to pay for Street Improvement Projects.

Passed and adopted this 17th day of April, 2023

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit “A”

Amendment No. 17B

WEBSTER CITY, IOWA

AMENDMENT No. 17B TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

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

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

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

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

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: April 17, 2023

SNYDER & ASSOCIATES, INC.

EXHIBIT “A” SCOPE OF WORK

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

The following revisions shall be made to Amendments No. 17 and 17A:

Replace the following paragraphs (additional scope items for this Amendment are in bold):

I. GENERAL

This Scope of Services is for the preliminary and final design, topographic and boundary survey, utility coordination, public engagement, plan preparation, contract documents, bid assistance services, and construction services for the Lincoln Drive Reconstruction Project and Fair Meadows Drive Reconstruction Project, to be known as the Project. The project consists of multiple locations:

- A. Lincoln Drive from Hillcrest Drive to east dead end.
- B. Fair Meadow Drive from Des Moines Street to approximately 200 feet west of Superior Street.
- C. City Hall First Street - Superior Street to Seneca Street.
- D. Webster City Cemetery.
- E. Sidewalk, pedestrian ramp and signal improvements at Fair Meadow Drive and Superior Street intersection including sidewalk construction approximately 350’ east of the intersection.**

Lincoln Drive includes reconstructing street pavement, replacing storm sewer pipe and structures, lining sanitary sewer main and manholes and replacing and upsizing water main and appurtenances. Added scope includes sanitary sewer service replacement, spot repair of sanitary sewer at the intersection of Lincoln Drive and Elmhurst Drive, meetings, and review with Platinum Connect for fiberoptic installation, alternate staging development resulting in the changing from PCC to HMA paving and created staging plans for both, and storm sewer and drainage improvements on the east terminus of Lincoln Drive. Preliminary design services for Hillcrest Drive from Des Moines Street to Lincoln Drive is included with Lincoln Drive. Additional design improvements for Hillcrest Drive can be added as Additional Services.

Fair Meadow Drive improvements from Des Moines Street to the west Kwik Star driveway include milling existing pavement and placing an HMA overlay. Portions east to Superior Street include 6' widening on the south side of the pavement, full PCC pavement reconstruction, 12" water main construction from west side of Des Moines Street to west end of 12" water main west of Superior Street, a sewer main spot repair, storm manhole replacement, storm system modifications, significant utility relocations, right-of-way acquisitions and associated structure adjustments, together with complex staging requirements. Sidewalk is included on the north side of the street from the northwest quadrant of the Des Moines Street intersection to the Superior Street intersection. Scope includes new water main along the corridor and permitting, additional PMT meetings, sidewalks, roadway widening, ROW acquisitions, utility potholing, and associated plan production work. **Added scope includes likely pedestrian ramp replacements with associated signal controls on the east side of Superior Street, sidewalk installation extending approximately 350' east of the Superior Street intersection, driveway approach replacement, traffic signal modifications, and utility coordination.**

City Hall – First Street Curb and Gutter Improvements includes replacement of the curb, gutter, and associated driveway aprons to improve surface drainage on the north side of First Street from Superior Street to Seneca Street. This project would include limited street pavement patching as required and possible intake modifications. No extension of storm sewer is planned. This scope of work will be included with the Fair Meadows Drive Plans and Contract Documents. The improvements would be limited to avoid replacement of brick ADA ramps.

Graceland Cemetery Roadway Paving includes interior roadway paving with limits determined by City priorities and budget limitations. No piped drainage improvements are planned. Scope would include a meeting with City staff on project goals and optimizing pavement life-cycle costs.

Coordination with utility companies and property owners to facilitate relocations, permitting, and construction of the improvements will be required.

Two plan sets will be prepared for the Project. Two bid lettings for the Project will be held with the Lincoln Drive Reconstruction letting completed and awarded in November of 2022 and an April 2023 letting is anticipated for the Fair Meadow Drive Reconstruction.

The staging plan will maintain access to residences and businesses during construction. It is anticipated on-site detour routing with temporary surfacing will be required and staging plans will be required.

II. BASIC SERVICES

C. PRELIMINARY SURVEY

Replace the following paragraph:

Limits of preliminary survey on Fair Meadow Drive are increased to include the expanded project limits, additional utility locates, **intersection pedestrian ramp improvements at the Superior Street intersection and the sidewalk extension approximately 350' east of Superior Street including impacted driveway replacements.** Boundary retracement surveys are included for parcels on the north side of the corridor and the east side of Superior Street and includes research into boundary discrepancies involving the location of the north Fair Meadow Drive right-of-way location.

D. DESIGN, PLANS, AND CONTRACT DOCUMENTS

Add the following paragraphs:

Additional sidewalk improvements east of Superior Street will include traffic signal modification plans for the Fair Meadow Drive and Superior Street intersection. Modifications anticipated include (a.) the removal and replacement of handhole in the northwest corner and provide associated conduit and wiring, (b.) provide pedestrian signal heads and pushbuttons for crossing the east leg of the intersection, (c.) addition of separate pushbutton poles and footings on east side of the intersection per MUTCD guidance and (d.) conduit and wiring for proposed pushbutton poles and pedestrian signal heads.

The pedestrian ramps on the east side of Superior Street will be reviewed and will be replaced if not in compliance with current ADA requirements. Impacted driveways within the proposed additional sidewalk will also be removed and replaced to provide an ADA compliant bench to accommodate the sidewalk crossings. A staging plan will be provided to maintain traffic flows on the east leg of the intersection and access to the property on the north side during construction. One temporary easement exhibit is anticipated for the property on the north side, east of the intersection.

The additional scope also includes replacing the water main tee and valve for the service to Bomgaars/McDonald's, and associated updates to the staging plan.

EXHIBIT “B” COMPLETION

Replace this section:

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate bid lettings in the Summer of 2022 for Lincoln Drive and Spring 2023 for Fair Meadow Drive. Both project’s contractors will commence work in the Spring or early Summer of 2023, and construction is anticipated to be completed in 2023. Project schedule assumes any required franchise utility relocations and right-of-way acquisitions are completed late winter or early Spring of 2023.

The anticipated preliminary schedule for the Project is as follows:

<u>Task</u>	Completion Date	
	<u>Fair Meadow Drive</u>	<u>Lincoln Drive</u>
City Council Approve Contract	October 17, 2022	February 21, 2022
Title Reports Received	October 7, 2022	
Complete Topographic and Boundary Survey	April 3, 2023	February 21, 2022
Notices out for Hearing of Necessity	October 31, 2022	
PMT Mtg #1 to review survey & design progress	November 9, 2022	March 30, 2022
Utility Coordination Contact Prelim	November 11, 2022	
Submit Preliminary Plans (50%)	November 23, 2022	April 6, 2022
PMT Mtg #2 to review preliminary plans	November 29, 2022	April 13, 2022
Public Information Meeting	November 30, 2022	April 21, 2022
Utility Coordination meeting 2	December 1, 2022	
Hearing of Necessity for Eminent Domain	December 5, 2022	
Plats, Broker Opinions/Valuations	December 16, 2022	
Offers & ROW Negotiations Commence	December 16, 2022	
Receive Utility Relocation Designs	January 13, 2023	
Submit Check Plans (90%)	January 30, 2023	May 26, 2022
PMT Mtg #3 to review check plans	February 3, 2023	June 2, 2022
IDNR Permit*	April 1, 2023	June 3, 2022
ROW Acquisitions/Temporary Easements Obtained by City	April 17, 2023	June 20, 2022
Franchise Utility Relocations Complete**	May 26, 2023	
Complete Final Plans and Contract Documents	April 17, 2023	June 20, 2022
City Council set Letting and Hearing Dates	April 17, 2023	June 20, 2022
Bid Letting	May 9, 2023	October 12, 2022
Memo – Engineer Letter of Recommendation	May 10, 2023	October 13, 2022
City Council Review Bids Received / Contract Award	May 15, 2023	October 17, 2022
Preconstruction Meeting	May/June 2023	April 2023
Start Construction	Spring 2023	Spring 2023
End Construction	Fall 2023	Summer 2023

* It is anticipated the IDNR Water Permit will take 8-12 weeks to acquire.

**Project schedule assumes minor level of franchise utility relocations are required.

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

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

EXHIBIT “C” PAYMENT

Replace this section:

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2022-2023 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 17 to the Agreement for Professional Services.

BASIC SERVICES – LINCOLN DRIVE

	BASE & AMEND #1	AMEND #2	TOTAL
1. Project Administration	\$ 16,200	\$ 0	\$ 16,200
2. Preliminary Survey	\$ 7,700	\$ 0	\$ 7,700
3. Preliminary Design and Plans	\$ 35,500	\$ 0	\$ 35,500
4. Public Information Meeting	\$ 5,100	\$ 0	\$ 5,100
5. Final Design and Plans	\$ 36,700	\$ 0	\$ 36,700
6. Bid Letting Services	\$ 3,500	\$ 0	\$ 3,500
7. East End Drainage System	\$ 5,200	\$ 0	\$ 5,200
8. Temporary Easement Exhibits	\$ 2,600	\$ 0	\$ 2,600
SUB TOTAL	\$ 112,500	\$ 0	\$ 112,500

CONSTRUCTION SERVICES – LINCOLN DRIVE

	BASE & AMEND #1	AMEND #2	TOTAL
1. Construction Administration	\$ 19,100	\$ 0	\$ 19,100
2. Construction Observation	\$ 58,300	\$ 0	\$ 58,300
3. Construction Staking	\$ 10,800	\$ 0	\$ 10,800
4. Record Drawings	\$ 4,200	\$ 0	\$ 4,200
5. Monument Preservation Survey	\$ 2,500	\$ 0	\$ 2,500
SUB TOTAL	\$ 94,900	\$ 0	\$ 94,900

BASIC SERVICES – FAIR MEADOW DRIVE

	BASE & AMEND #1	AMEND #2	TOTAL
1. Project Administration	\$ 23,800	\$ 1,100	\$ 24,900
2. Preliminary Survey	\$ 9,100	\$ 3,500	\$ 12,600
- Boundary Retracement			
- First Street Topo Survey			
- Extend Project Limits (FMD)			
3. Concept Plan	\$ 9,600	\$ 0	\$ 9,600
4. Preliminary Design and Plans	\$ 29,500	\$ 0	\$ 29,500
5. Utility Coordination	\$ 3,850	\$ 600	\$ 4,450
6. Public Information Meeting	\$ 4,800	\$ 0	\$ 4,800
7. Final Design and Plans	\$ 33,500	\$ 6,900	\$ 40,400
8. Bid Letting Services	\$ 3,500	\$ 0	\$ 3,500
9. Temporary Easement Exhibits	\$ 1,600	\$ 0	\$ 1,600
10. First Street Curb and Gutter Replacement	\$ 4,200	\$ 0	\$ 4,200
11. Graceland Cemetery HMA Paving	\$ 2,700	\$ 0	\$ 2,700
12. Fair Meadow/Superior Signals	\$ 0	\$ 5,800	\$ 5,800
SUB TOTAL	\$ 126,150	\$ 17,900	\$ 144,050

ADDITIONAL SERVICES – FAIR MEADOW DRIVE

	BASE & AMEND #1	AMEND #2	TOTAL
1. Right-of-Way and Permanent Easement Plats	\$ 6,000	\$ 600	\$ 6,600
2. Title Reports	\$ 3,850	\$ 0	\$ 3,850
3. Utility Potholes	\$ 2,700	\$ 0	\$ 2,700
4. Appraisal and Review Appraisal	\$ 5,250	\$ 0	\$ 5,250
5. Permit Fees and Direct Expenses	\$ 900	\$ 0	\$ 900
SUB TOTAL	\$ 18,700	\$ 600	\$ 19,300

CONSTRUCTION SERVICES – FAIR MEADOW DRIVE

	BASE & AMEND #1	AMEND #2	TOTAL
1. Construction Administration	\$ 26,900	\$ 600	\$ 27,500
2. Construction Observation	\$ 58,800	\$ 3,700	\$ 62,500
3. Construction Staking	\$ 11,800	\$ 2,000	\$ 13,800
4. Record Drawings	\$ 4,000	\$ 1,000	\$ 5,000
5. Monument Preservation Survey	\$ 3,600	\$ 0	\$ 3,600
SUB TOTAL	\$ 105,100	\$ 7,300	\$ 112,400

AMENDMENT NO. 17& 17A TOTAL \$ 457,350

AMENDMENT NO. 17B TOTAL \$ **25,800**

TOTAL \$ 483,150

EXHIBIT “D”

SNYDER & ASSOCIATES, INC. 2022-23 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



MEMORANDUM

TO: Mayor and City Council

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Engagement Letter with Ahlers & Cooney Attorneys to Act as the City's Legal Representative for Electric Utility Matters

SUMMARY: City staff would like to engage Ahlers & Cooney Attorneys Firm to assist staff with legal matters associated with the electric utility.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: City staff would like to proceed with utilizing services of Ahlers and Cooney for legal services associated with the electric utility. The services provided by Ahlers and Cooney would be on-call type services and would support existing legal counsel and City staff as they navigate various facets of the electric utility administration. The City is in a unique situation with electric suppliers and power cooperatives and this can at times be difficult to navigate without specialized legal counsel.

City staff is requesting the City Council authorize the Mayor to sign and execute the attached engagement letter with Ahlers and Cooney.

FINANCIAL IMPLICATIONS: Legal services needed will be paid for from the Electric Utility Fund.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute engagement letter with Ahlers and Cooney Attorneys to act as the City's legal representative for electric utility matters.

RESOLUTION NO. 2023 – xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ENGAGEMENT LETTER WITH
AHLERS AND COONEY, ATTORNEYS, TO PROVIDE LEGAL SERVICES
ASSOCIATED WITH THE ELECTRIC UTILITY**

WHEREAS, the City of Webster City owns and operates a municipal electric utility; and

WHEREAS, from time to time it is necessary to seek legal counsel regarding the administration of the electric utility; and

WHEREAS, the City of Webster City seeks to utilize Ahlers and Cooney Attorneys for legal services; and

WHEREAS, the City of Webster City will utilize Ahlers and Cooney Attorneys, to perform said services as noted in the attached as Exhibit “A”;

WHEREAS, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

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

SECTION 1: Authorizes the Mayor to sign and execute engagement letter with Ahlers and Cooney Attorneys.

Passed and adopted this 17th day of April, 2023

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit “A”

Engagement Letter



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Steven M. Nadel
515.246.0306
snadel@ahlerslaw.com

March 31, 2023

BY E-MAIL

Mr. Daniel Ortiz
City Manager
400 Second Street
Webster City, Iowa 50595

RE: City of Webster City, Iowa – Engagement Agreement

Dear Daniel:

This letter will confirm that this firm has agreed to represent Webster City, Iowa, acting by and through its City Council (the "City"), in connection with its municipal electric utility, in each instance as and to the extent referred to us by the officers of the City and agreed to in writing. Any additional legal services, except those services incidental to and necessarily included in connection with this representation, must be reflected in separate correspondence, including bond counsel services.

I will be chiefly responsible for providing the legal services in this matter, along with attorney Tim Whipple. We may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, financial matters, engineering or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you, in writing, to confirm the scope of such consultations prior to initiating the same.

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases effective January 1. At present my billing rate effective January 1, 2023, is \$470 per hour and Timothy Whipple's rate is \$350 per hour. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed. You will be billed on a monthly basis for all services rendered and all expenses advanced. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will

contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

As you are aware, our firm represents many political subdivisions, as well as several joint-action agencies and other companies and individuals. It is possible that, during the time we are representing the City, one or more of our present or future clients will have transactions with the City. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to represent the City as provided in this letter, either because such matters will be sufficiently different from the City representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our City representation. We do reserve the right (and the City, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the City interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the City.

In addition, it is our understanding the City is a member of North Iowa Municipal Electric Cooperate Association (NIMECA). Please be aware that our law firm including the undersigned attorney and Tim Whipple regularly represent NIMECA. Consequently, while representing the City we would concurrently represent NIMECA and the City would need to be represented by separate counsel with respect to any matter in which we represent NIMECA. We do not believe our representation of NIMECA will adversely affect our ability to represent the City regarding its electric utility as provided in this letter, or vice versa, either because NIMECA matters are sufficiently different from the City's electric utility so as to make such representation of NIMECA not adverse to our representation of the City, or because the interests of NIMECA and the interests of the City as a member of NIMECA will often be aligned so as to make such representation of NIMECA not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to NIMECA will be relevant to any aspect of the City's electric utility and the consideration that it is unlikely that advice given to the City will be relevant to any aspect of our representation of NIMECA, and we seek your consent by the execution of this letter. In addition, our firm including the undersigned attorney and Tim Whipple retain the right to represent NIMECA and its members in any matters which may arise in the future between the City and NIMECA or any of its members, including but not limited to the Corn Belt/Webster City/NIMECA Agreement. Execution of this letter by the Mayor will signify the City's consent to our current and future representation of NIMECA and its members including during the pendency of this matter, and that the City waives any actual, potential or perceived conflict of interest associated with our representation of NIMECA and its members as set forth herein.

In the interest of facilitating our services to you, we may send communications ("Communications") and documents, information or data (collectively, "Information") electronically or via the Internet or store electronic Communications and Information via computer software applications hosted remotely or utilize cloud-based storage. Your confidential

electronic Communications and Information may be transmitted or stored using these methods. We may use third party service providers to store or transmit these Communications and Information. In using these electronic communication and storage methods, we employ reasonable efforts to keep such Communications and Information secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any Communications or Information once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client Communications and Information to or through third party service providers during this engagement.

If these arrangements are acceptable with you, please present this letter to the City Council for approval, and then sign one copy of this letter and return it to me.

The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Very truly yours,

/s/ *Steven M. Nadel*

Steven M. Nadel
FOR THE FIRM

SMN:im

Accepted:

City of Webster City, Iowa *

By _____ **Date:** _____

***Approved by action of the City Council on _____, 2023.**



MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Adopt a Resolution Authorizing the Street Department Supervisor to seek bids and Authorization for the City Manager to proceed with lowest bidder if bids come back under \$50,000 for Concrete Panel Replacement

SUMMARY: Street Department Supervisor has added \$50,000 to the Operations Budget to make repairs to concrete streets that are cracking, heaving, potholing, or creating a rough travel lane for the drivers. This project will be bid out to multiple contractors and awarded to the lowest bidder.

PREVIOUS COUNCIL ACTION: City Council has seen this in the 2022-2023 Operations Budget.

BACKGROUND/DISCUSSION: Starting last year Street Department Supervisor added \$50,000 to the operations budget for concrete panel replacement to improve street surfaces that are in need of repair. Areas where panel replacement took place last year include:

Before:

540 Columbia St. 33 ft x 30 ft



After:



Des Moines and Bank St intersection



1019 North Terrace Dr.



Council approved to amend the budget and transfer \$14,000 from the snow operations budget to allow additional concrete panel replacements. This was the first year Street Department Staff removed the old concrete, added subbase, compacted, and provided manhole/valve risers and rings for a contractor to pin, set manholes/valve risers, pour the concrete, saw cut, and joint seal. Working with a contractor allows staff time to keep up with all daily operations while making improvements to city streets at the same time.

We plan on making \$50,000 worth of panel repairs this fiscal year and if it continues to be a success, we hope to add money to the operations budget in the near future and repair more streets that are in need of concrete replacement.

Areas that we are recommending for this year's panel replacement include:

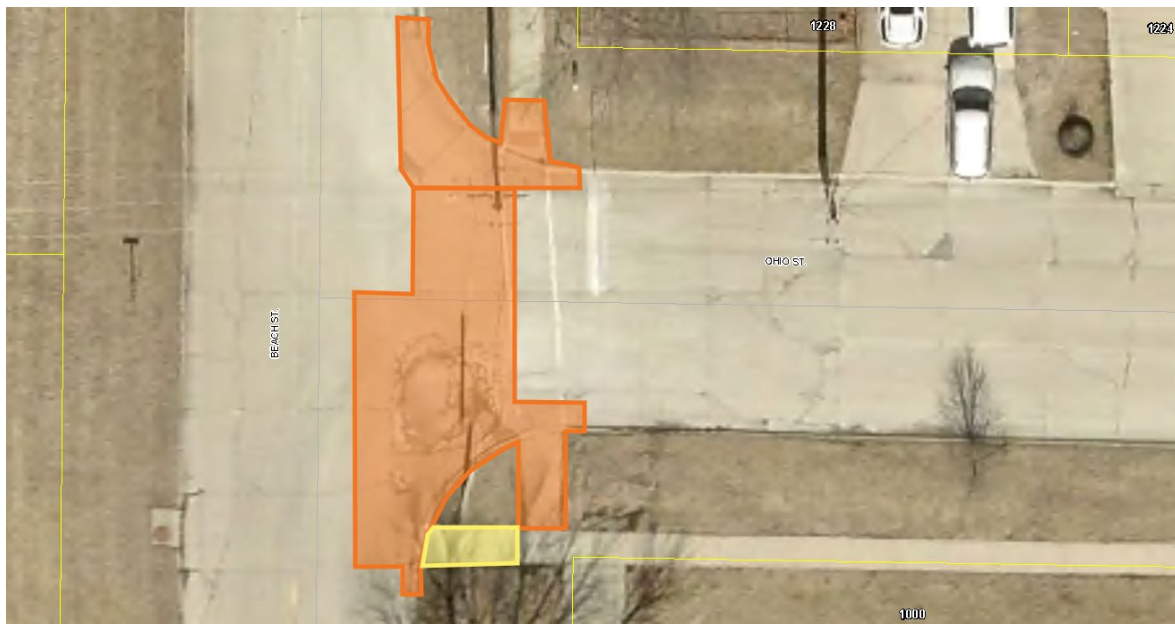
707 2nd Street: Replace Concrete Street (31 ft X 16 Ft), 1 Valve Riser Adjustments. All Measurements are rough numbers and may vary by a foot or two.



Ohio St and Beach St intersection: Replace Concrete Street, eliminate sidewalk going to the west, and install new sidewalk with ADA panels going to the south. Replace curb and gutter on north side of intersection and remove and replace sidewalk approach with ADA panels. One Valve riser adjustment. All Measurements are rough numbers and may vary by a foot or two.



Orange – Remove and Replace **Yellow** – Remove and put back as grass



129 2nd Street: Replace Concrete Street (32 ft X 18 ft) All Measurements are rough numbers and may vary by a foot or two.





Bid Alternative

920 Des Moines St.: Replace crumbling asphalt street with concrete (17 ft X 23 ft), includes curb and gutter. All Measurements are rough numbers and may vary by a foot or two.





FINANCIAL IMPLICATIONS: The City budgeted \$50,000 in the 2022-2023 Capital Improvement Budget for Concrete Panel Replacement.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Street Department Supervisor to seek bids and Authorization for the City Manager to proceed with the lowest bidder if bids come back under \$50,000 for Concrete Panel Replacement.

RESOLUTION NO. 2023 -

**RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO SEEK BIDS AND
AUTHORIZING THE CITY MANAGER TO PROCEED WITH LOWEST BIDDER
IF BIDS COME BACK UNDER \$50,000 FOR CONCRETE PANEL REPLACEMENT**

WHEREAS, the City of Webster City Street Department is in need of concrete panel replacement;
and

WHEREAS, the City of Webster City will proceed with the lowest bidder as long as bids come back
under \$50,000; and

WHEREAS, the City of Webster City has attached the locations and bid Spec for the contractor
awarded as Exhibit "A"; and

WHEREAS, said purchase shall be governed by and construed in accordance with the laws of the
State of Iowa and local municipal code; and

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

SECTION 1: Authorizes the Street Supervisor to seek bids for concrete panel replacement.

SECTION 2: Authorizes the City Manager to sign and execute an agreement with the lowest bidder for
Concrete Panel Replacement in an amount not to exceed \$50,000.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit “A”

“RFP – Concrete Panel Replacement”

INSTRUCTIONS TO BIDDERS

CONCRETE PANEL REPLACEMENT PROJECT

The work comprising the above referenced project shall be constructed in accordance with the 2022 Edition of the SUDAS Standard Specifications and as further modified by Special Provisions included in the Contract Documents. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he/she has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if a partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Facsimile Proposals will not be considered, but modifications by facsimile of Proposals already submitted will be considered if received prior to the time set for the bid opening.

I. Definitions

- a. Project Coordinator – Whenever the term “Project Coordinator” appears in these specifications, it shall be understood to mean the Street Department Supervisor of Webster City or his/her duly authorized representative, such representative acting severally within the scope of the particular duties entrusted to them.
- b. Owner – Whenever the term “Owner” appears in these specifications, it shall mean the City of Webster City, Iowa.

II. Submission of the Proposal and Identity of Bidder

- a. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders and Notice of Public Hearing. It is the sole responsibility of the Bidder to see that its Proposal is delivered to the **Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope.** Any Proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

- b. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - i. Proposal – Complete each of the following parts:
 - 1. Proposal Form
 - 2. Bidders Status Form & Authorization to Transact Business
 - 3. Statement of Bidder’s Qualifications Form
- c. Identity of Bidder - Sign the Proposal. The signature of the Proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

III. Preconstruction Meeting and Commencement of Work

The pre-construction meeting shall be held on call by the Project Coordinator and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. At this meeting the Contractor shall provide the Owner with a list of subcontractors, their foreman, and telephone numbers, as well as a planned construction schedule. Representatives of the various utility companies impacted may be invited to the pre-construction meeting to begin early coordination and cooperation.

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance and contract. Each work area shall be diligently worked to completion. Work may be suspended during periods of inactivity between locations. The project is anticipated to be completed by June 30, 2023.

The Contractor shall fully complete the project by June 30, 2023. Full completion includes having all pavement and surface restoration and ALL work areas open to use by the public. Work areas, once commenced shall be diligently worked to completion. Working days may be suspended by the Resident Engineer when work has been completed at any work location such that the area is open to pedestrian traffic. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of \$250 per working day shall be applied for each calendar day until the work is fully complete.

IV. Preference of Products and Labor

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

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

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

V. Statement of Bidder's Qualifications

Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

VI. Payment

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

VII. Sales Tax Exemption

Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor shall provide to the City: company name, Federal ID number, contact person, phone number and the service being provided. The Contractor also must file appropriate lien waivers before final payment will be released.

VIII. Compliance Requirements

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

IX. Prompt Payment to Subcontractors Provisions

The Iowa Legislature has passed legislation relating to progress payments, final payments, and retention from payments made to subcontractors on public improvement construction projects. Provisions of the legislation include the following:

1. Retention: The Contractor may retain from each payment to a subcontractor not more than the lesser of five percent (5%) or the amount specified in the contract between the Contractor and the Subcontractor.
2. Prompt Payment: A progress payment or final payment to a subcontractor for satisfactory performance of the subcontractor's work shall be made no later than:
 - a) Seven (7) days after the Contractor receives payment for that subcontractor's work.
 - b) A reasonable amount of time after the Contractor could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault.

A Contractor's acceptance of payment for one subcontractor's work is not a waiver of claims, and does not prejudice the rights of the Contractor, as to any other claim related to the Contract or project.
3. Interest Payments: If the Contractor receives an interest payment, the Contractor shall pay the subcontractor a share of the interest payment proportional to the payment for the subcontractor's work.

X. Non-Debarred Contractors and Subcontractors

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this public works contract, be non-debarred contractors and not be ineligible contractors.

The bidder, by submission of a bid and under penalty of perjury, certifies that they or any other person associated therewith in the capacity of owner, partner, director, officer, manager or persons acting in these capacities for any subcontractor:

- a. is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and

has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

XI. Addenda

No interpretation of the meaning of the Plans, Specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the City's Project Coordinator, 400 Second Street, Webster City, IA 50595, and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be delivered to all prospective bidders (at the respective address furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

Bidders shall file their names and addresses with the Project Coordinator in order that any addenda, which may be issued, may be mailed to them.

XII. Award

The Owner will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, to reject any unresponsive bid, or to waive any technicalities in bids received.

Prior to Award, the selected lowest responsive/responsible bidder must submit a list of all sub-contractors and copies of all sub-contracts to the Owner.

XIII. Substitution of Materials

A. Substitution or approval of materials prior to bidding

Whenever any particular brand or make of material or apparatus is hereinafter called for, every bidder, submitting a Bid upon this Specification and the accompanying Drawings, obligates himself to the use of such brands and makes, or of such other brands or makes as shall have been duly approved by the Project Coordinator and the Owner in the manner described herein.

Whenever any article or any material is specified by a reference to the name of any manufacturer or dealer, or by specific reference to the catalogs of manufacturers or dealers, the intent is to establish a standard of excellence which the Engineer and the Owner have determined upon as requisite and necessary for this Project, and subject only therefore, to such modifications as the Engineer and the Owner may make in accordance with the procedure given in this article. It is, therefore, mandatory and binding upon the bidders to abide within the limits of the restrictions imposed.

Where the words "or equal", "as selected", "approved", "approved make" or other synonymous terms are used in reference to material, quality, methods or apparatus in lieu of or in addition to other specific references, it is to be distinctly understood that the approval of any such substitutions is vested in the Engineer whose decision shall be final and binding upon all concerned.

The intent of this Specification is not to ELIMINATE PROPERLY QUALIFIED ENTRANTS FROM COMPETITION, but to confine the bidding on the part of Contractors, manufacturers and dealers, to those whose standing and qualifications are such that the Engineer and the Owner feel warranted in giving them their approval. If, however, any bidder desires to have consideration given to INDIVIDUALS, FIRMS, MATERIALS, BRANDS, MAKES, ETC., OTHER THAN SPECIFIED, he may have the privilege at any time prior to ten days (240 hours) of the hour and day set for the opening of Bids of submitting or causing to be submitted to the Engineer for his approval, any such matters. Request for approval of materials or equipment shall be submitted to the Engineer in writing at WHKS & Co., Engineers, Planners, and Surveyors, 1412 6th Street SW, Mason City, IA 50402-1467, at any time prior to the established deadline. Requests received after the established deadline will not be considered. All requests shall clearly define and describe materials or equipment for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product.

If, therefore, the same shall receive the Project Coordinator's approval, or if the Project Coordinator himself shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made only by addendum duly numbered, dated and issued and delivered to each bidder receiving a set of Contract Documents, so that the bidders may have an opportunity to avail themselves of any such information prior to the submission of their proposals.

It is hereby understood and agreed by all bidders that all Bids will be based upon materials and equipment as specified or approved via addendum by the Project Coordinator and the Owner as acceptable on this project.

Where specific reference has been made to one or more brands, or makes or materials, no substitution will be considered or permitted after the Bids have been opened, except as the Owner may elect in accordance with the following provision of these Specifications.

Concrete Panel Replacement Bid Sheet for
City of Webster City

The City of Webster City is taking bids for Concrete Panel Replacement. The areas needing replaced include; the intersection of Beach St. and Ohio St., 707 2nd St., 129 2nd St., and 920 Des Moines St. Items the City will be responsible for include:

- Traffic Control/Signage will be provided and installed during the City's portion of the contract and left for the contractor to use.
- Removal of all concrete.
- 6-8" of modified subbase with compaction.
- Replacement of existing castings with adjustable risers.
- Replacement of existing valve risers with lids.
- Providing ADA Detectable Warning Plates

Items the contractor will be responsible for include:

- Contractor is responsible to review the sites to be repaired and submit a bid for each location separately.
- Follow SUDAS Standard Specification, 2022 Edition
- Coordinating with the City to schedule shutdown and concrete removal.
- Contractor is responsible for signage and traffic control after removals and during contractors' portion of the contract
- Coordinate with Brandon Bahrenfuss and Derrick (ROW inspector) prior to pouring concrete for final approval
- Follow SUDAS Standard Specification, 2022 Edition for expansion joint requirements and tie bar requirements
- Concrete patch 8 inches thick with number four epoxy coated rebar.
- Rebar 24" in length on 30" centers around the existing concrete panels.
- Setting grade for valve risers and Manhole lids
- All sanitary and storm sewer boxouts need to be 6 ft x 6 ft
- Following SUDAS Standard Specification, 2022 Edition for ADA sidewalk ramps
- C4WRF20 Concrete.
- City white pigmented cure.
- Saw cut and crack seal based on SUDAS Standard Specification, 2022 Edition.
- 2-year warranty
 - Removal and replacement by contractor if cracking, spalling, or sagging occurs in the first 2 years.

The contractor will be provided space at the Webster City Street Department to park/store equipment throughout the project.

The Bidder hereby acknowledges that the City, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids received. Award of the Contract, if any, to be to the lowest responsible, responsive Bidder for each location listed on the Bid Proposal Form; and
2. Reject any or all locations in determining the items to be included in the Contract. Designation

- of the lowest responsible, responsive Bidder to be based on comparison of the lump sum bid submitted for each location listed individually; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof.

All bids must be submitted no later than 2:00 p.m. on May 2, 2023 by one of the following ways:

Mail: **City of Webster City**
ATTN: Dedra Nerland
P.O. Box 217
Webster City, IA 50595
 Fax : **515-832-9153**
 Email : dnerland@webstercity.com

We will plan to review the bids by close of business on **May 2, 2023**.

Panel replacement must be completed by June 30, 2023.

Please feel free to contact Brandon, Street Department Supervisor at [515-297-1620](tel:515-297-1620) for any question you may have on the project.

Bid Proposal Form:

Location 1: 707 2 nd St	Lump Sum	\$ _____
Location 2: 129 2 nd St.	Lump Sum	\$ _____
Location 3: Ohio St. and Beach St. Intersection / ADA sidewalks ramps	Lump Sum	\$ _____
	Total	\$ _____
Bid Alternative		
Location 4: 920 Des Moines St.	Lump Sum	\$ _____
Total including Bid Alternative		\$ _____

Each location is marked in white paint

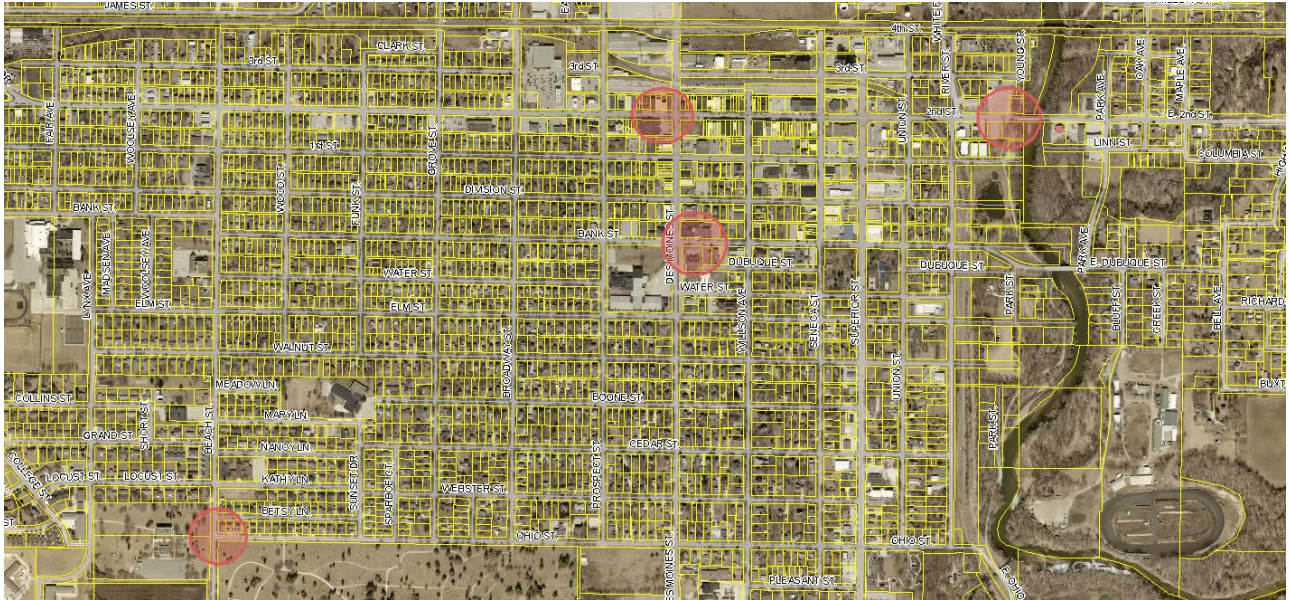
Contractor's Company Name: _____

Contractors Name: _____

Contractors Phone Number: _____

Contractors Email Address: _____

Concrete Panel Replacement Project – Location Map



Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates:_____/_____/_____to_____/_____/_____Address:_____

City, State, Zip: _____

Dates:_____/_____/_____to_____/_____/_____Address:_____

City, State, Zip: _____

Dates:_____/_____/_____to_____/_____/_____Address:_____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident laborforce preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign countryand the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that myfailure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature:_____Date:_____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative CodeChapter 156. This form has been approved by the Iowa Labor Commissioner.

197 of 349

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT

THIS CONTRACT, made and entered into at Webster City Hall this ____ day of _____, 2023, by and between the City of Webster City, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor fully agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

Concrete Panel Replacement Project

The Concrete Panel Replacement project is found at three locations; Beach St. and Ohio St. intersection, 707 2nd St., and 129 2nd St. Street Department will provide traffic control/signage and install. Traffic control will be provided during removals by the City and left for the contractor during their half of the project. Contractor is responsible for signage and traffic control after removals and during contractors' portion of the contract. City will remove existing concrete, 6-8" of modified subbase with compaction, replacement of existing manhole castings with adjustable risers, replacement of existing valve risers with lids, and providing ADA detectable warning plates.

The contractor will be responsible for coordinating shutdown and traffic control with Brandon Bahrenfuss (Street Department Supervisor), coordinating with Brandon and Derrick (ROW inspector) prior to pouring concrete for final approval, pouring 8" concrete with number four epoxy coated rebar, rebar 24" in length on 30" centers around existing concrete panels, setting grade for valve and manhole risers, following 2022 SUDAS standards for ADA sidewalk ramps as well as the entire project, using C4WRF20 concrete mix, using city white pigmented cure, saw cut and crack seal based on SUDAS standards, and providing a two year warranty (cracking, spalling, flaking or sagging).

Warranty

1. 2 Year Warranty on the entire project
2. 2 Year warranty on any cracking, spalling, flaking, or sagging

3. If concrete does crack, spall, flack, or sag within the two-year warranty, contractor is responsible for removing and replacing per 2022 SUDAS standards

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ (\$ _____.____), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall fully complete the project by June 30, 2023.

Should the contractor fail to fully complete the project by June 30, 2023, liquidated damages of Two Hundred and Fifty Dollars (\$250.00) per calendar day will be assessed for work not completed.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Contractor

By

City

State

Daniel Ortiz-Hernandez, City Manager

Webster City
City

Iowa
State

MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Adopt a Resolution Providing for Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the 2023 Water Main Repair Project.

SUMMARY: The 2023 Water Main Repair Project plans, specifications, and form of contract are prepared and the project is ready to be bid. The project will consist of replacing nine water main valves and eight fire hydrants throughout the water distribution system. The Council must set a public hearing in order to proceed with the next step of the project.

PREVIOUS COUNCIL ACTION: Staff budgeted \$250,000 in the 2022-2023 Capital Improvement Budget for Fire Hydrant and Water Main Valve Replacement. On November 21, 2023, City Council approved Amendment 21 for Snyder and Associates to provide professional services for the on-call priority 2023 Water Main Repair Project.

BACKGROUND/DISCUSSION: The water distribution system is in need of replacing broken and worn-out water main valves and fire hydrants.

With over 68 miles of 4"-12" water main pipe running throughout Webster City it is important our water main valves work properly. Water main valves are used most often to isolate water main breaks, direct flow, prevent backflow, and isolate locations to allow maintenance or contractor work to take place. There are over 475 inline valves throughout the system that many were installed in the 1970s and 1980s. Through yearly water main valve exercising staff determines which valves work effectively and which ones are broke and need replaced.

The water distribution system supplies water to over 1330 fire hydrants allowing fire fighters and public works staff to quickly tap into the City's pressurized water system. Some of our older fire hydrants do not have break away flanges and 4-inch steamer nozzles. Break away flanges allow a fire hydrant to get hit and sheer off at ground level creating a faster and cheaper fix then replacing the entire hydrant. 4-inch steamer nozzles are now industry standards and allow increased pressure and more gallons per minute than a 2-inch nozzle. Staff flushes all fire hydrants in the distribution system every spring and fall. This program helps determine which fire hydrants are working at peak performance and which hydrants are not meeting expectations or broke. It is vital that city staff continues to maintain and replace our aging infrastructure.

Water Valve Replacement:

1. SUPERIOR ST & CEDAR ST
2. SUPERIOR ST & OHIO ST

Fire Hydrant Replacement:

1. 1626 2ND ST
2. LYNX AVE & GRAND ST

3. SUPERIOR ST & 2ND ST
4. OAK ST & 2ND ST
5. BANK ST & PROSPECT ST
6. WALNUT ST & UNION ST
7. ELM ST & PROSPECT ST
8. BANK ST & WOOD ST
9. SUMMIT ST & FAIR MEADOW DR

3. CEDAR ST & PROSPECT ST
4. BANK ST (E DUBUQUE ST) & PARK ST
5. 2020 EDGEWOOD DR
6. 1017 NORTH TERRACE DR
7. DIVISION ST & SENECA ST
8. FIRST ST & BEACH ST

The public hearing date proposed is May 15, 2023 at 6:05 p.m. The proposed project schedule is as follows:

April 17th: City Council sets bid date/time and public hearing date/time

April 18th: Publish Notice to Bidders

April 27th: Publish Notice of Public Hearing

May 2nd: Conduct the Bid Letting

May 15th: Conduct the Public Hearing and Award contracts and authorize execution of contracts

August 31st: Scheduled completion date.

FINANCIAL IMPLICATIONS: The engineer's opinion of probable cost for this project is \$198,850. The amount budgeted in this year's budget is \$250,000. If the project bid comes within the estimate, including engineering, the total project cost would be approximately \$243,000.

RECOMMENDATION: Staff recommends the City Council adopt a resolution providing for notice of hearing on proposed plans and specifications and proposed form of contract and estimate of cost for the construction of the 2023 Water Main Repair Project.

RESOLUTION NO. 2023 - ____

**RESOLUTION PROVIDING FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS AND
PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST
FOR CONSTRUCTION OF THE 2023 WATER MAIN REPAIR PROJECT**

WHEREAS, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the 2023 Watermain Repair Project, (and is hereinafter referred to as the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

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

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

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

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

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 100% of the amount of the proposal.

Section 4. Sealed proposals will be received by the City Clerk of Webster City, at the Council Chambers of the City Council, in the City Hall of said City, until 2:00 p.m. on the 2nd day of May, 2023, for the 2023 Watermain Repair Project, as described in the plans and specifications therefor now on file in the office of the City Clerk. Proposals will be opened by City Staff appointed by the City Council as provided by Section 384.101, Code of Iowa.

Section 5. The 15th day of May, 2023, at 6:05 o'clock p.m. at the City Hall, Webster City, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

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

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

Passed and approved this 17th day of April, 2023

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE OF HEARING

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

2023 WATER MAIN REPAIRS PROJECT

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2023 Water Main Repairs Project** at its meeting at **6:05 P.M.** on the **15th day of May, 2023**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

1. SUPERIOR ST & CEDAR ST
2. SUPERIOR ST & OHIO ST
3. SUPERIOR ST & 2ND ST
4. OAK ST & 2ND ST
5. BANK ST & PROSPECT ST
6. WALNUT ST & UNION ST
7. ELM ST & PROSPECT ST
8. BANK ST & WOOD ST
9. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

1. 1626 2ND ST
2. LYNX AVE & GRAND ST
3. CEDAR ST & PROSPECT ST
4. BANK ST (E DUBUQUE ST) & PARK ST
5. 2020 EDGEWOOD DR
6. 1017 NORTH TERRACE DR
7. DIVISION ST & SENECA ST
8. FIRST ST & BEACH ST

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

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

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the 27th day of April 2023.

NOTICE TO BIDDERS

2023 WATER MAIN REPAIRS PROJECT

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2023 Water Main Repairs Project** at its meeting at **6:05 P.M. on the 15th day of May, 2023**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M.** according to the clock in said City Council Chambers on the **2nd day of May, 2023**, at the reception desk in the City Hall, 400 Second Street, Webster City, Iowa 50595.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Staff and bids tabulated at **2:00 P.M.** on the **2nd day of May, 2023**, in said City Council Chambers. Bids will be considered by the City Council at its meeting on the **15th day of May, 2023 at 6:05 P.M.** The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Contract Documents

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

An electronic copy of the Contract Documents is available at www.snyder-associates.com/bids for no cost and choosing the **2023 Water Main Repairs Project** on the left. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 911 Central Avenue, Fort Dodge, Iowa 50501, for a fee of Twenty-five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-573-2030 in advance to reserve a paper copy.

General Nature of the Public Improvement

2023 WATER MAIN REPAIRS PROJECT

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

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3. CEDAR ST & PROSPECT ST
4. BANK ST (E DUBUQUE ST) & PARK ST
5. 2020 EDGEWOOD DR
6. 1017 NORTH TERRACE DR
7. DIVISION ST & SENECA ST
8. FIRST ST & BEACH ST

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

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

Bid Security

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Completion of Work

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, in the spring of a start date of May 2023.

The Contractor shall fully complete the project by August 31st, 2023. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

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

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 17th day of April 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the 18th day of April 2023.

Posted at Master Builders of Iowa Plan Room on the 18th day of April 2023.

Contract Documents

for

2023 Water Main Repairs Project

Prepared for:

***City of Webster City
Public Works Department
400 Second Street
Webster City, Iowa 50595***



Prepared by:

***Snyder & Associates
2727 SW Snyder Boulevard
Ankeny, IA 50023***



Contract Documents



for

2023 Water Main Repairs Project

Prepared for:

*City of Webster City
Public Works Department
400 Second Street
Webster City, Iowa 50595*

Prepared by:

	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.	
		04/10/2023
	Toni R. Tabbert, P.E.	Date
	License Number P23665	
	My License Renewal Date is December 31, 2023	
Pages or sheets covered by this seal:		
ALL PAGES		

Prepared by:

*Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023*

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STANDARD SPECIFICATIONS

The 2022 Edition of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications shall apply to all work performed on this project unless otherwise noted herein, or within the Special Provisions included in the Contract Documents.

- In addition to the Contract Documents, the Contractor is required to have a copy of the 2022 edition of the SUDAS Standard Specifications Manual on the job site at all times.
- A paper copy of the SUDAS Standard Specifications Manual may be purchased at the following link: <https://iowasudas.org/order-the-manuals/>
- An electronic copy of the SUDAS Standard Specifications Manual may be found at the SUDAS website: www.iowasudas.org. The electronic copy can be printed free of charge.

Bidding Information

NOTICE TO BIDDERS

2023 WATER MAIN REPAIRS PROJECT

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3. CEDAR ST & PROSPECT ST
4. BANK ST (E DUBUQUE ST) & PARK ST
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The Professional will prepare a staging plan to limit street and driveway closures and reduce inconveniences for the public, however, water main work may require full closures and detour. The scope of the Project will be adjusted to meet the City's available budget and prioritization.

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

Bid Security

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Completion of Work

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, in the spring of a start date of May 2023.

The Contractor shall fully complete the project within 80 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

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

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 17th day of April 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the 18th day of April 2023.

Posted at Master Builders of Iowa Plan Room on the 18th day of April 2023.

NOTICE OF HEARING

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

2023 WATER MAIN REPAIRS PROJECT

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2023 Water Main Repairs Project** at its meeting at **6:05 P.M.** on the **15th day of May, 2023**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

10. SUPERIOR ST & CEDAR ST
11. SUPERIOR ST & OHIO ST
12. SUPERIOR ST & 2ND ST
13. OAK ST & 2ND ST
14. BANK ST & PROSPECT ST
15. WALNUT ST & UNION ST
16. ELM ST & PROSPECT ST
17. BANK ST & WOOD ST
18. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

9. 1626 2ND ST
10. LYNX AVE & GRAND ST
11. CEDAR ST & PROSPECT ST
12. BANK ST (E DUBUQUE ST) & PARK ST
13. 2020 EDGEWOOD DR
14. 1017 NORTH TERRACE DR
15. DIVISION ST & SENECA ST
16. FIRST ST & BEACH ST

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

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

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the ____ day of April 2023.

INSTRUCTIONS TO BIDDERS

Project Name: 2023 Water Main Repairs Project

The work comprising the above referenced project shall be constructed in accordance with the 2022 Edition of the SUDAS Standard Specifications and as further modified by Special Provisions included in the Contract Documents. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the Bid Bond is not acceptable. Bid security other than said Bid Bond shall be made payable to **City of Webster City, Iowa**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders and Notice of Public Hearing. It is the sole responsibility of the Bidder to see that its Proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any Proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgement of Addenda if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
-----------------	----------------------------------

1.	<u>Bidder Status Form</u>
2.	<u>Statement of Bidder's Qualifications Form</u>
3.	_____
4.	_____
5.	_____
6.	_____

Sign the Proposal. The signature of the Proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

III. UNBALANCED BIDS

IV. COMMENCEMENT OF WORK

The Contractor shall fully complete the project by August 31st, 2023. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

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

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

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

VII. PAYMENT

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

VIII. SALES TAX EXEMPTION

The City of Webster City will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor shall provide to the City: company name, Federal ID number, contact person, phone number and the service being provided. The Contractor also must file appropriate lien waivers before final payment will be released.

IX. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this public works contract, be non-debarred contractors and not be ineligible contractors.

The bidder, by submission of a bid and under penalty of perjury, certifies that they or any other person associated therewith in the capacity of owner, partner, director, officer, manager, or persons acting in these capacities for any subcontractor:

- a. is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency;
- b. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The **City of Webster City**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2023 WATER MAIN REPAIR PROJECT

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City’s budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

19. SUPERIOR ST & CEDAR ST
20. SUPERIOR ST & OHIO ST
21. SUPERIOR ST & 2ND ST
22. OAK ST & 2ND ST
23. BANK ST & PROSPECT ST
24. WALNUT ST & UNION ST
25. ELM ST & PROSPECT ST
26. BANK ST & WOOD ST
27. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

17. 1626 2ND ST
18. LYNX AVE & GRAND ST
19. CEDAR ST & PROSPECT ST
20. BANK ST (E DUBUQUE ST) & PARK ST
21. 2020 EDGEWOOD DR
22. 1017 NORTH TERRACE DR
23. DIVISION ST & SENECA ST
24. FIRST ST & BEACH ST

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive Bidder; and
2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
3. Notice to Proceed shall be issued after satisfactory review of executed bonds, insurance, and contract.
4. The Contractor shall complete the work as follows:

The Contractor shall fully complete the project within 65 Working Days. Substantial completion includes having all pavement, PCC sidewalk and ramps, pavement markings and site restoration and ALL work areas open to use by the public. Work areas once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this Proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this Proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this Proposal have the authority to execute this Proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this Proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form
2.	Statement of Bidder's Qualifications Form
3.	
4.	
5.	
6.	

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in
and execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

Bidder

Signature

By:

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc.
if a different person than entered above.**

Name

Title

NOTE:

- The signature on this Proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), and the Total of the Base Bid in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid shall be used for determining the sufficiency of the bid security.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
2.1	Tree and Stump Removal	LS	1		
5.1	Gate Valve, 4"	EA	3	\$	\$
5.2	Gate Valve, 6"	EA	3	\$	\$
5.3	Gate Valve, 8"	EA	6	\$	\$
5.4	Gate Valve, 12"	EA	2	\$	\$
5.5	Fire Hydrant Assembly	EA	8	\$	\$
5.6	Fire Hydrant Assembly Removal	EA	8	\$	\$
5.7	Connection to Existing Water Main	EA	23	\$	\$
5.8	Valve Box Removal	EA	14	\$	\$
7.1	Removal of Sidewalk	SY	25	\$	\$
7.2	Sidewalk, PCC	SY	25	\$	\$
7.3	Detectable Warning	SF	40	\$	\$
7.4	Full Depth Patch, PCC	SY	185	\$	\$
7.5	Granular Surfacing (Class A Roadstone)	TON	10	\$	\$
8.1	Temporary Traffic Control	LS	1	\$	\$
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.5	\$	\$
9.2	Linear Erosion Control	LF	360	\$	\$
11.1	Mobilization	LS	1	\$	\$

TOTAL CONSTRUCTION COST BASE BID: \$ _____

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders**Part A**

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity, or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Statement of Bidder's Qualifications Form

All Contractors intending to submit a Proposal for the listed Project shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement.

Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

Instructions

1. All Questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A".
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

Project Information

Project Name: 2023 Water Main Repairs Project

Owner's Name: City of Webster City, Iowa

Owner's Address: Webster City City Hall, 400 Second Street, Webster City, Iowa, 50595

Contractor Information

1. Identification
 - A. Name of Organization: _____
 - B. Name and Title of Responsible Individual: _____
 - C. Contractor's Address: _____
 - D. Telephone Number: _____
 - E. Fax Number: _____
 - F. Email: _____

2. Responsibility

- A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

_____ Yes _____ No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

- B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

_____ Yes _____ No

If yes, provide all relevant information and documentation regarding the refusal or denial.

- C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

_____ Yes _____ No

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

- D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

_____ Yes _____ No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

- E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

_____ Yes _____ No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.

- F. The Contractor affirms its responsibility to retain only subcontractors who can fully comply with the Contract Documents for the Project, including those that can address requirements concerning labor.

_____ Yes _____ No

- G. The Contractor affirms its responsibility to ensure that each subcontractor meets quality assurance specifications as presented in the Contract Documents for the Project.

_____ Yes _____ No

_____ Yes _____ No

I hereby certify that:

- Dated this _____ day of _____, 20____.

Title: _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Proposal

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of _____ DOLLARS (\$ _____), or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain Proposal, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing, for the following described improvements:

2023 WATER MAIN REPAIR PROJECT

The **2023 Water Main Repair Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

28. SUPERIOR ST & CEDAR ST
29. SUPERIOR ST & OHIO ST
30. SUPERIOR ST & 2ND ST
31. OAK ST & 2ND ST
32. BANK ST & PROSPECT ST
33. WALNUT ST & UNION ST
34. ELM ST & PROSPECT ST
35. BANK ST & WOOD ST
36. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

25. 1626 2ND ST
26. LYNX AVE & GRAND ST
27. CEDAR ST & PROSPECT ST
28. BANK ST (E DUBUQUE ST) & PARK ST
29. 2020 EDGEWOOD DR
30. 1017 NORTH TERRACE DR
31. DIVISION ST & SENECA ST
32. FIRST ST & BEACH ST

The Surety hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages,

costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By: _____
Signature Attorney-in-Fact/Officer

By: _____
Signature

Printed Name of Attorney-in-Fact/Officer

Printed Name

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE:

- 1. All signatures on this Bid Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

NON-COLLUSION AFFIDAVIT STATEMENT

STATE OF IOWA)
) ss
HAMILTON COUNTY)

I _____ being first duly sworn, depose and

say that I am the _____
(Sole Owner, Partner, President, Secretary, etc.)

of _____,
(Contractor)

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding; that said bidder has not solicited or induced any individual or entity to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to get the bid price of said bidder or of any other bidder, not to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly submitted his/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

By: _____

Subscribed and sworn to before this _____ day of _____, 2022.

(Notarial Acknowledgment)

Signature of Officer Administering Oath

SUBCONTRACTORS LIST

Bidder supplies the following information for any subcontractor, supplier, fabricator, equipment rental with operator, etc. to be used on the **On-Call 2023 Water Main Repair Project**.

Name and Telephone No.	Address	License No.	Bid Item No. or Work to be Performed
()			
()			
()			
()			
()			
()			
()			
()			
()			

(Use additional sheets as necessary)

BID CERTIFICATION

The undersigned certifies they are familiar with the various state and local laws affecting labor, length of working days, employer's liabilities, Sunday and holiday work, alien labor, domestic materials, subcontractors, etc. It is understood and agreed that the work under the contract will be commenced by the undersigned bidder, if awarded the contract, within fourteen (14) calendar days after receipt of the Notice to Proceed and will be completed by the Contractor in the time set forth in the AGREEMENT. Contract time shall begin on the date of the Notice to Proceed and "winter work" shall be as specified in the Special Provisions.

Enclosed find bidders bond, certified check no. or cashier's check no. _____ on the

_____ Bank,

in the amount of _____

which is as stipulated in the bid bond, submitted by the undersigned made payable to the City of Webster City, Iowa and which is given as a guarantee that the bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this bid and the money made payable shall become and remain the property of the City.

It is understood and agreed that the City has the right to waive defects and to accept or reject any or all bids. The following required information is true and correct. Failure to complete this information renders the bid non-responsive and the bid must be rejected.

Company Name

Authorized Signature

Mailing Address

Signatory's Title

City, State, Zip

State License Number

Street Address (if different from Mailing Address)

Email Address

Telephone Number

Fax Number

Dated this _____ day of _____, 2022.

.....
RECEIPT OF ADDENDA:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

CONTRACT

THIS CONTRACT, made and entered into at **Webster City City Hall** this _____ day of _____, 20__, by and between the **City of Webster City, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2023 WATER MAIN REPAIRS PROJECT

The **2023 Water Main Repair Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

- 37. SUPERIOR ST & CEDAR ST
- 38. SUPERIOR ST & OHIO ST
- 39. SUPERIOR ST & 2ND ST
- 40. OAK ST & 2ND ST
- 41. BANK ST & PROSPECT ST
- 42. WALNUT ST & UNION ST
- 43. ELM ST & PROSPECT ST
- 44. BANK ST & WOOD ST
- 45. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

- 33. 1626 2ND ST
- 34. LYNX AVE & GRAND ST
- 35. CEDAR ST & PROSPECT ST
- 36. BANK ST (E DUBUQUE ST) & PARK ST
- 37. 2020 EDGEWOOD DR
- 38. 1017 NORTH TERRACE DR
- 39. DIVISION ST & SENECA ST
- 40. FIRST ST & BEACH ST

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the

bid amount of _____ DOLLARS (\$ _____), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall complete the work as follows:

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract. Start Date is May 2023. The work shall be diligently worked to completion.

The Contractor shall fully complete the project by August 31st, 2023. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

CONTRACTOR:

By: _____

Contractor

(Seal)
ATTEST:

By: _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

- 1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
2.1	Tree and Stump Removal	LS	1		
5.1	Gate Valve, 4"	EA	3	\$	\$
5.2	Gate Valve, 6"	EA	3	\$	\$
5.3	Gate Valve, 8"	EA	6	\$	\$
5.4	Gate Valve, 12"	EA	2	\$	\$
5.5	Fire Hydrant Assembly	EA	8	\$	\$
5.6	Fire Hydrant Assembly Removal	EA	8	\$	\$
5.7	Connection to Existing Water Main	EA	23	\$	\$
5.8	Valve Box Removal	EA	14	\$	\$
7.1	Removal of Sidewalk	SY	25	\$	\$
7.2	Sidewalk, PCC	SY	25	\$	\$
7.3	Detectable Warning	SF	40	\$	\$
7.4	Full Depth Patch, PCC	SY	185	\$	\$
7.5	Granular Surfacing (Class A Roadstone)	TON	10	\$	\$
8.1	Temporary Traffic Control	LS	1	\$	\$
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.5	\$	\$
9.2	Linear Erosion Control	LF	360	\$	\$
11.1	Mobilization	LS	1	\$	\$

TOTAL CONSTRUCTION COST BASE BID: \$ _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2023 WATER MAIN REPAIRS PROJECT

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City’s budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

- 46. SUPERIOR ST & CEDAR ST
- 47. SUPERIOR ST & OHIO ST
- 48. SUPERIOR ST & 2ND ST
- 49. OAK ST & 2ND ST
- 50. BANK ST & PROSPECT ST
- 51. WALNUT ST & UNION ST
- 52. ELM ST & PROSPECT ST
- 53. BANK ST & WOOD ST
- 54. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

- 41. 1626 2ND ST
- 42. LYNX AVE & GRAND ST
- 43. CEDAR ST & PROSPECT ST
- 44. BANK ST (E DUBUQUE ST) & PARK ST
- 45. 2020 EDGEWOOD DR
- 46. 1017 NORTH TERRACE DR
- 47. DIVISION ST & SENECA ST
- 48. FIRST ST & BEACH ST

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____

Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.

NOTICE TO PROCEED

PROJECT: 2023 Water Main Repairs Project

OWNER: City of Webster City, Iowa DATE: _____

TO: Contractor Name: _____

Contractor Address: _____

You are hereby notified to commence work in accordance with the Contract dated _____, on or by the Start Date of May 2023. Work is intended to be fully complete by August 31st, 2023. Working days may be suspended by the Engineer when locations are substantially complete.

Should the Contractor fail to fully complete the project by August 31st, 2023, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not completed.

By: _____

Title: Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ of _____ on this the _____ day of _____, 20____.

By: _____

Title: _____

Special Provisions

PART 1 – SPECIAL CONSTRUCTION

1. SCOPE OF WORK

The **2023 Water Main Repairs Project** locations for the water main repairs were determined by the City and within the City's budget amount. The project will include nine (9) water valve replacement locations and eight (8) fire hydrant replacement locations for the locations identified below:

Water Valve Replacements:

- 55. SUPERIOR ST & CEDAR ST
- 56. SUPERIOR ST & OHIO ST
- 57. SUPERIOR ST & 2ND ST
- 58. OAK ST & 2ND ST
- 59. BANK ST & PROSPECT ST
- 60. WALNUT ST & UNION ST
- 61. ELM ST & PROSPECT ST
- 62. BANK ST & WOOD ST
- 63. SUMMIT ST & FAIRMEADOW DR

Fire Hydrant Replacements:

- 49. 1626 2ND ST
- 50. LYNX AVE & GRAND ST
- 51. CEDAR ST & PROSPECT ST
- 52. BANK ST (E DUBUQUE ST) & PARK ST
- 53. 2020 EDGEWOOD DR
- 54. 1017 NORTH TERRACE DR
- 55. DIVISION ST & SENECA ST
- 56. FIRST ST & BEACH ST

2. TRAFFIC CONTROL

Traffic. The traffic control plan shall be as specified in the J-sheets. Access to residences shall be maintained at all practical times, at the end of working hours and on weekends.

3. EXISTING ELECTRICAL SYSTEMS

Conduits from existing streetlight may be encountered during construction of this project. Webster City Municipal Electric is responsible for relocating all electrical lines and overhead poles.

4. EXISTING LANDSCAPE AND IRRIGATION SYSTEMS

Existing landscaping and irrigation systems may be encountered during construction of this project. The Contractor shall verify with the property owner and the project inspector, whether all affected irrigation items work correctly or not, and the condition of all affected landscape items. The Contractor will notify the property owner and the project inspector if

PART 1 – SPECIAL CONSTRUCTION

irrigation improvements are located within the project construction limits for the property owner to remove, salvage, or relocate.

Existing irrigation systems shall include, but not be limited to those items within City right-of-way that service adjacent private property and are maintained by the property owner; those items on private property adjacent to City right-of-way that are maintained by the private property owner; those items within the City right-of-way that service agricultural properties and are maintained by a water company; and those items owned and operated by the City on public property.

5. TREE PRUNING/REMOVAL

Tree locations for clearing as noted in the plans have been removed to a height of 48 inches by others. The Contractor shall grub the remaining stump and remove the rootball of the tree to a depth of 2 feet below existing ground.

6. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This project requires coverage under the NPDES General Permit No. 2 for storm water discharges associated with construction activities from the IDNR, as required by the Environmental Protection Agency (EPA). The Contractor shall comply with laws, codes, ordinances, and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project.

Sawcutting Residue. The Contractor shall pick up and remove all residue from any sawcutting operation at the time sawcutting work is performed. Sawcutting residue shall not be washed into gutters, allowed to dry and/or be tracked by vehicular or pedestrian traffic.

7. EXISTING UTILITIES

Locations of utility lines, mains, cables, and appurtenances shown on the plans are from information provided by utility company and records of Jurisdiction. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in the line of work. Confirm location of underground utilities by excavating ahead of work. The Contractor is solely responsible for any damage to utilities or private or public property due to utility disruption. The Contractor shall notify utility company immediately if a utility line is damaged during construction.

Utility lines, poles, and appurtenances, except water and sewer lines, in direct conflict with the line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved. Utility services are generally shown on the plans; protect and maintain services during construction. No claims for additional compensation will be allowed to the Contractor for interference or delay caused by the utility company. The Contractor shall coordinate their operations with private construction companies on adjacent properties.

8. UTILITY COORDINATION AND RELOCATION SCHEDULE

The following information has been obtained from representatives with franchise utility companies located within the project corridor and is for informational purposes only. The Contractor is required to coordinate with the utility companies throughout construction. No claims for additional compensation will be allowed to Contractor for interference or delay caused by utility company.

8.1 Webster City Municipal Electric

8.1.1 Contact: Adam Dickinson
Phone: (515) 297-1307
Email: adam@webstercity.com

8.2 Webster City (Water Main, Storm Sewer and Sanitary Sewer)

8.2.1 Contact: Brandon Bahrenfuss
Phone: (515) 297-1620
Email: bbahrenfuss@webstercity.com

8.3 Black Hills Energy (Gas)

8.3.1 Contact: Mike Broshous
Phone: (515) 987-8971
Email: mike.broshous@blackhillscorp.com

8.4 Mediacom

8.4.1 Contact: Mike W. Hollinger
Phone: (641) 210-2883
Email: mhollinger@mediacomcc.com

8.5 Lumen

8.5.1 Contact: Robin DePenning
Phone: (503) 440-0309
Email: robinson.depenning@lumen.com

8.6 Platinum Connect, LLC

8.5.1 Contact: Mike Lawson (Vantage Point)
Phone: (615) 975-0143
Email: mike.lawson@vantagepnt.com

9. COOPERATION AND COORDINATION WITH OTHERS

During work on this project, various utility companies may be working on their facilities within the project limits. The Contractor shall cooperate and coordinate with various contractors working for and/or with the utility companies. No additional contract time or compensation for delays and/or coordination shall be allowed unless delays are beyond utility company's ability to control in completing their work. Utility contact information can be found on Sheet A.1 of the Project plan set. Refer to Section 8 for utility contact information.

10. CONSTRUCTION SCHEDULE

The Engineer must be provided with a proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly meeting. The Contractor shall demonstrate that sufficient manpower and equipment is scheduled for construction work to maintain a timely and orderly construction.

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract. Start Date is May 2023. The work shall be diligently worked to completion. The project is anticipated to be complete by August 31st, 2023.

The Contractor shall fully complete the project by August 31st, 2023. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully complete.

11. CONSTRUCTION YARD

The Contractor shall provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. When private property is used for a yard area, the Contractor shall secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. At the end of the project, the Contractor shall clean up and remove all trash and debris, including all organic trash and debris and provide the City a written release from the private property owner that they are satisfied with all cleanup removal work.

The City will permit storage of materials and equipment at the following locations:

- City Street Maintenance Facility, 100 E. Ohio Street, Webster City.

All storage of equipment and materials, is subject to the Contractor making the area sufficiently secure, and the storage is at the Contractor's risk. At the end of the project, and as directed by the City, the Contractor shall clean up and remove all trash and debris. Site restoration is required.

12. PRESERVATION OF PAVED SURFACES, ENVIRONMENTAL FACTORS, RESTORATION OF WORK SITES, AND DISPOSAL OF SPOIL AND WASTE MATERIALS

Access to the work site is by paved public roads. The Contractor shall utilize said roads in such a manner as to not damage the existing roads or the adjacent property. Any damage to said roads shall be repaired by the Contractor to the satisfaction of the agency having jurisdiction over the roadway.

The Contractor shall not perform work outside the work site limits as shown by existing road right-of-way on the construction drawings and shall not leave said work site except when entering or leaving the area via the paved public roads. All areas adjacent to or in the vicinity of the work site shall be restored to pre-job conditions and shall meet all requirements of the property owner. The Contractor is obligated to keep visual impacts for the work site to a minimum; therefore, the Contractor is required to restore all areas altered by construction to near pre-construction conditions. Such areas shall include, but not be limited to, areas used for travel, parking and storage of vehicles, equipment, and materials.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from his operations, including rubbish and packing material, in a manner and location suitable to the City. The Contractor shall clean the work site and remove all trash and rubbish from premises a minimum of one time per week. Material and equipment, including mounds of earth and other debris, shall be stored on the job site only as needed and removed from the site daily, or as soon as they are no longer necessary, as determined by the Engineer. All cleanup costs shall be included in the Contractor's bid.

The Contractor shall take all necessary precautions to control dust created by construction operations. The Contractor shall be especially diligent in implementing dust control program and shall be prepared to respond immediately and positively to any instructions for corrective action given by the City. The Contractor shall use dust palliatives, if necessary, to satisfactorily control dust; however, the Contractor shall secure the City and property owner approval for use of dust palliatives other than water.

13. PAYMENT OF STORED MATERIALS

The Contractor may request payment for stored materials, subject to verification of receipt of materials. Payments may be allowed up to 90% of the value of the processed or fabricated materials which have been delivered to the work or reserved for the project and stored elsewhere in the local area available for inspection by the Engineer. Materials must be marked for the use by the project and stored at a secure location. The City is making a location at City Street Maintenance Facility 100 E. Ohio Street, Webster City available for materials storage purpose.

14. INCIDENTAL CONTRACT ITEMS

The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Dewatering and handling storm water flow during construction
- Excavation, verification and protection of existing utilities, potholing if necessary
- Material & Field testing, not specified elsewhere
- Pipe bedding material
- Temporary sheets and shoring
- Construction fencing
- Coordination and cooperation with utility companies
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Webster City
- Protection of existing utilities and light poles
- Protection of existing mailboxes
- Adjustment to grade of water valves and curb stops
- Handbill notification of street closures & utility disruption to affected residents
- Monitoring weather conditions
- Finish grading
- Watering of seeded and sodded areas
- Dust control measures
- Construction staging & phasing
- Working backfill to reduce moisture content
- Control of stormwater
- Curb and pavement backfill
- Repair of invisible fences if damaged during construction.
- Repair of private irrigation systems, if damaged during construction.

15. CONSTRUCTION SURVEY

Construction staking is not anticipated for this project.

16. SEEDING

Refer to pages SP-7 to SP-8 for the City Ordinance regarding seeding.

ORDINANCE NO. 2022 – 1854

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019 BY AMENDING CHAPTER 10 ARTICLE IV, PERTAINING TO THE IOWA STATEWIDE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS AND THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUALS.

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

SECTION 1. SECTION MODIFIED. The Code of Ordinances of the City of Webster City, Iowa, 2019, is amended by repealing and replacing Chapter 10, Article IV. Public Improvement Standards, as follows:

SEC. 10-202 PURPOSE. The purpose of this article is to protect public health, property, welfare and safety by establishing reasonable minimum requirements for the construction and design of public improvements within Webster City. These design standards and construction specifications, along with the supplemental specifications, will be used to design and construct public improvements within Webster City.

SEC. 10-203 ADOPTION OF PUBLIC IMPROVEMENTS STANDARDS. Except as hereinafter added to, deleted, modified or amended, the following manuals are hereby adopted as, and constitute, Statewide Urban Design and Specifications (SUDAS) manuals for public improvements of the City of Webster City, Iowa.

1. **SUDAS Design Manual.** The Iowa Statewide Urban Design Standards for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
 - a. Chapter 7 Erosion and Sediment Control, Table 7E-23.01: Classification of Vegetation, delete from list: Kudzu; Lespedeza; Crabgrass; Red Top; Centipedegrass; Common Lespedeza.
 - b. Chapter 8 Parking Lots, – Delete
2. **SUDAS Specifications Manual.** The Iowa Statewide Urban Standard Specifications for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
 - a. Division 9 Site Work and Landscaping, Table 9010.01 Domestic Grasses, delete from the list: Brome, smooth-LINCOLN; Fescue, creeping, red; Wildrye, Russian.

- b. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, shall not be used near native plantings.
- c. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, delete from the list: Lespedeza.

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 17th day of April, 2023.

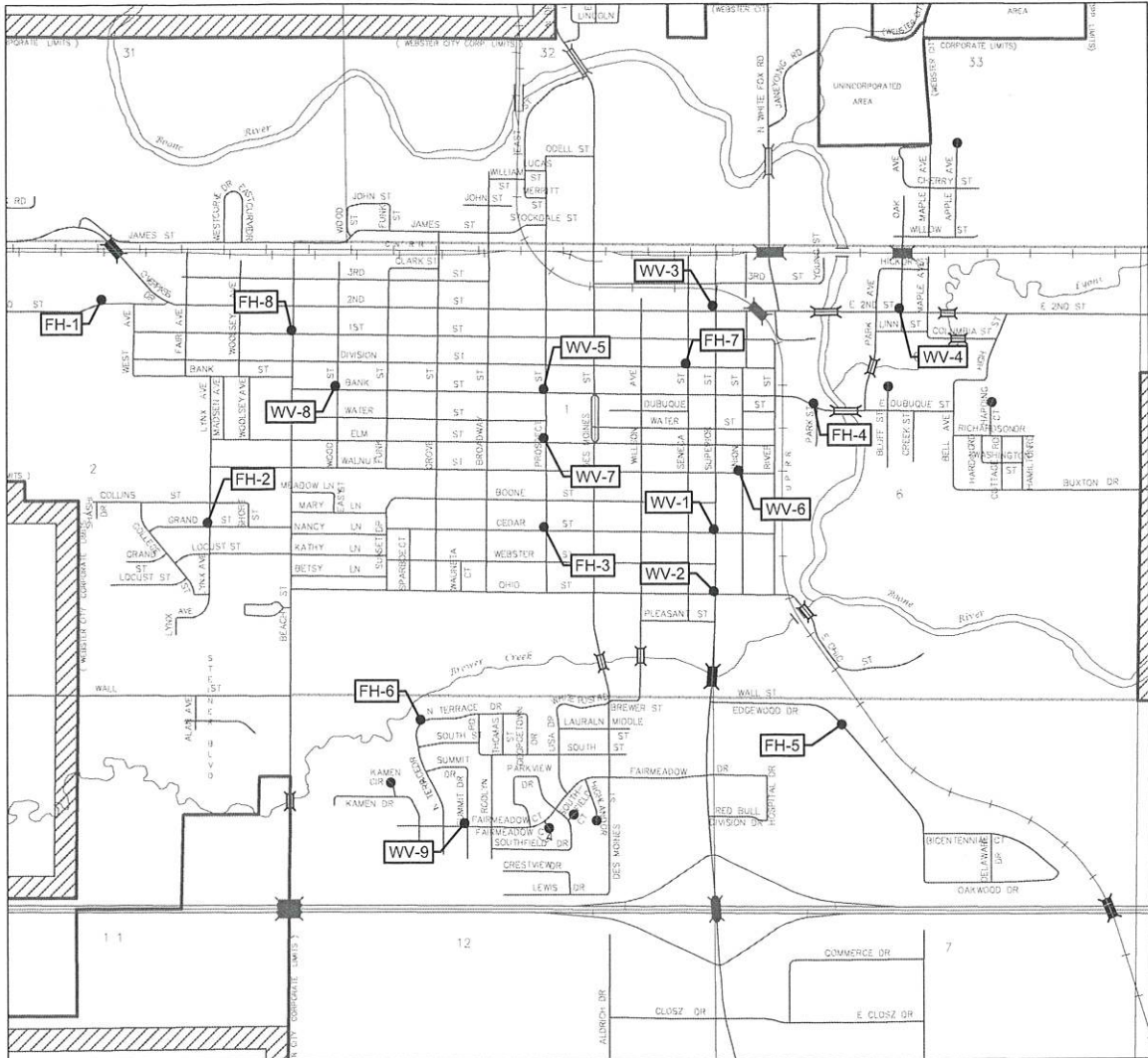
CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

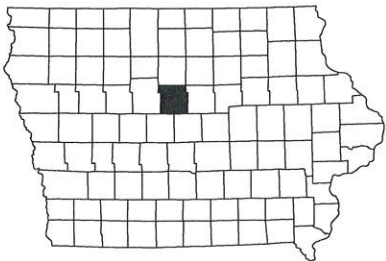
ATTEST:

Karyl K. Bonjour, City Clerk

CONSTRUCTION PLANS FOR
CITY OF WEBSTER CITY
HAMILTON COUNTY, IOWA
2023 WATER MAIN REPAIR PROJECT



VICINITY MAP



HAMILTON COUNTY, IOWA

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE
WITH THE 2022 EDITION OF THE IOWA STATEWIDE URBAN
DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS

Sheet List Table

- A.1 TITLE SHEET
- A.2 OVERALL SITE MAP
- C.1 LEGEND AND UTILITY CONTACT INFORMATION
- C.2 GENERAL NOTES AND INFORMATION
- C.3 QUANTITIES AND TABULATIONS
- D.1 1626 W 2ND ST - LYNX AVE & GRAND ST
- D.2 CEDAR ST & PROSPECT ST - 2020 EDGEWOOD DR
- D.3 1ST ST & BEACH ST - DIVISION ST & SENECA ST
- D.4 1017 NORTH TERRACE DR
- D.5 E DUBUQUE ST & PARK ST
- D.6 SUPERIOR ST & CEDAR ST - SUPERIOUR ST & OHIO ST
- D.7 SUPERIOR ST & 2ND ST - OAK ST & 2ND ST
- D.8 BANK ST & PROSPECT ST - WALNUT ST & UNION ST
- D.9 ELM ST & PROSPECT ST - BANK ST & WOOD ST
- D.10 SUMMIT DR & FAIR MEADOW DR
- J.1 TRAFFIC CONTROL



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.

Toni R. Tabbert 4-10-2023
Toni R. Tabbert, P.E. Date

License Number P23665
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
ALL SHEETS

2023 WATER MAIN REPAIR PROJECT

TITLE SHEET

WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC. I



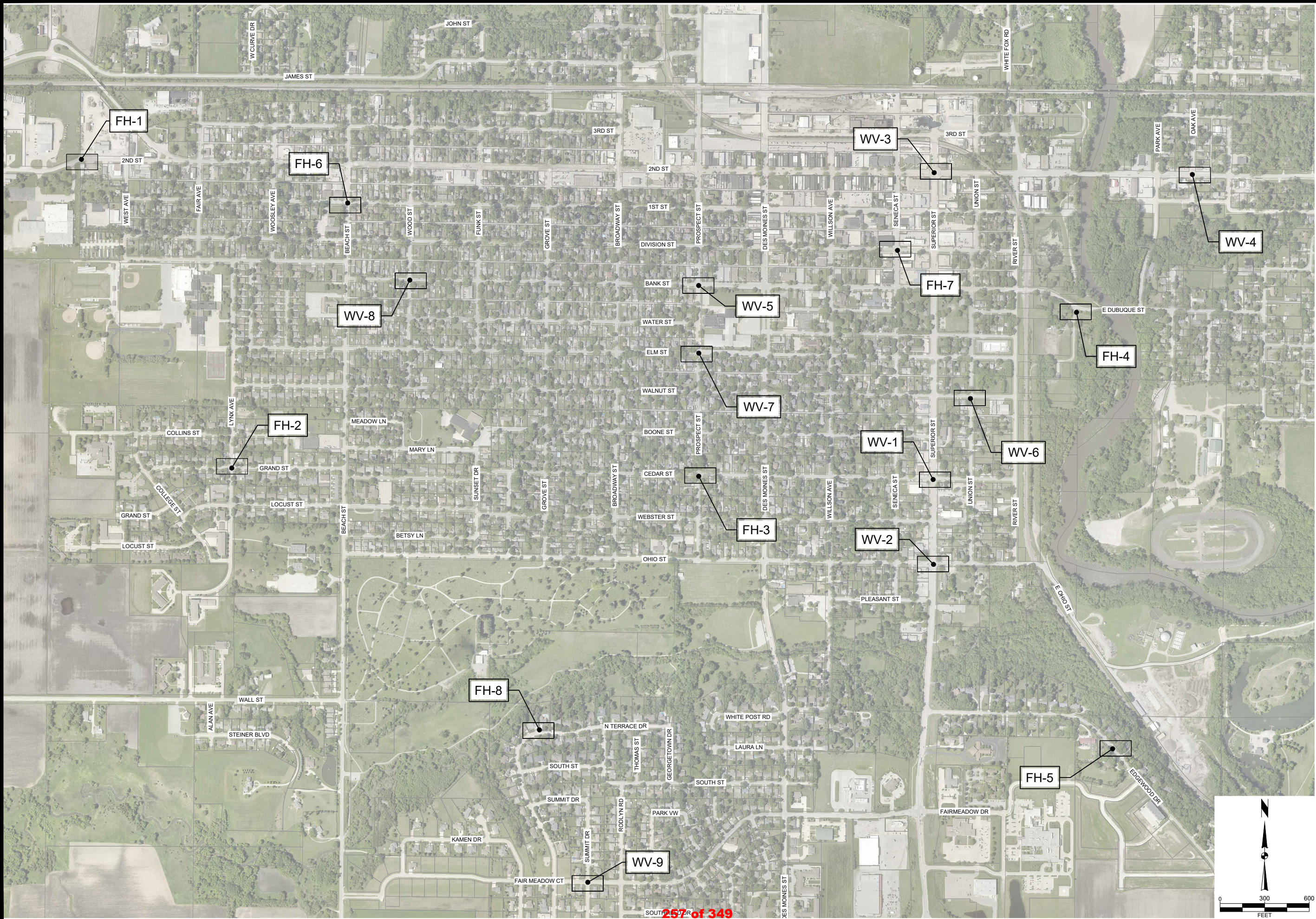
Project No: 122.1636.01

Sheet A.1

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Date: 02-17-2023	T.R.S. TTH-RRW-SS
Technician: LDB			
Project No: 122.1636.01			Sheet A.1

\\p06s0102\2122_163601\CD\CD\1220536_A2.dwg, MASONHARTLEY, OVERALL SITE MAP, 2/23/2024, 11:56 AM, ANS FULL BLEED (17.00 X 11.00 INCHES)



2023 WATER MAIN REPAIR PROJECT

OVERALL SITE MAP

WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 122.1636.01

Sheet A.2

MARK	REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Scale: 1" = 400'	
Technician: LDB	Date: 02-17-2023	T-R-S: TTN-RRW-SS	
Project No: 122.1636.01			
Sheet A.2			

Sheet C.1

GENERAL NOTES

- | | | | |
|-----|--|-----|---|
| 1. | NOTIFY OWNER AND ENGINEER AT LEAST 72 HOURS PRIOR TO STARTING CONSTRUCTION. | 21. | PROTECT AND SAVE ALL PROPERTY CORNER MONUMENTS. REPLACE IF REMOVED OR DAMAGED. REPLACEMENT IS CONSIDERED INCIDENTAL TO CONSTRUCTION. |
| 2. | COMPLETE ALL CONSTRUCTION IN ACCORDANCE WITH 2022 IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS 2022 EDITION AND PLANS AND SPECIFICATIONS FOR THIS PROJECT. | 22. | CONSTRUCTION STAKING WILL NOT BE PROVIDED. |
| 3. | LOCATION OF EXISTING UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHOWN ARE FROM AVAILABLE SURVEYS AND RECORDS. THESE LOCATIONS SHOULD BE CONSIDERED AS APPROXIMATE ONLY. WITH POSSIBILITY THAT OTHER UTILITIES OR UNDERGROUND FEATURES MAY EXIST. DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO THE START OF CONSTRUCTION. | 23. | PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH CURRENT STATE OF IOWA APPROVED MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. |
| 4. | NOTIFY UTILITY COMPANIES PRIOR TO COMMENCING WORK. AVOID DAMAGE TO UTILITIES AND UNDERGROUND FEATURES DURING CONSTRUCTION. REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE. | 24. | CONTRACTOR SHALL REMOVE AND REPLACE ALL EXISTING PERMANENT TRAFFIC SIGNS THAT ARE IN CONFLICT WITH THE CONSTRUCTION. NOTIFY THE OWNER 72 HOURS BEFORE CONSTRUCTION BEGINS. |
| 5. | COORDINATE CONSTRUCTION OPERATIONS AND COOPERATE WITH UTILITY COMPANIES WITH RESPECT TO RELOCATING ANY CONFLICTING FACILITIES. COSTS FOR LOCATING EXISTING UTILITIES, COORDINATING RELOCATION WORK, PROVIDING TEMPORARY SUPPORTS, AND STAGING CONSTRUCTION TO ACCOMMODATE THE RELOCATION OF UTILITIES IS INCIDENTAL TO CONSTRUCTION. | 25. | DO NOT STORE EQUIPMENT AND/OR MATERIALS WITHIN PUBLIC RIGHT OF WAY ON STREETS OPEN TO TRAFFIC. PROVIDE AREAS AS NEEDED FOR STORAGE OF EQUIPMENT AND/OR MATERIALS. |
| 6. | PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION AND DUST POLLUTION WITHIN CONSTRUCTION LIMITS AND ANY OFF-SITE AREAS USED FOR THIS PROJECT. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE AND LOCAL ORDINANCES. | 26. | BLADING, SHAPING OR MAINTENANCE OF TEMPORARY CONNECTIONS, CROSSINGS DETOURS OR TEMPORARY ACCESSSES SHALL BE INCIDENTAL TO THE PROJECT. |
| 7. | PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETED. | 27. | REMOVE THE EXISTING PAVEMENT AREAS TO THE NEAREST EXISTING JOINT OR AS DIRECTED BY THE ENGINEER. |
| 8. | CONSTRUCTION LIMITS ARE THE PERMANENT AND TEMPORARY EASEMENT AREAS SHOWN ON THESE PLANS. CONFINE ALL CONSTRUCTION ACTIVITY TO WITHIN THE CONSTRUCTION LIMITS UNLESS OTHERWISE AUTHORIZED BY THE OWNER. ALL EASEMENT LIMITS SHALL BE CLEARLY MARKED IN THE FIELD AND PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN NECESSARY ACCESS PERMISSION TO THE PROJECT CONSTRUCTION LIMITS. | 28. | REMOVE AND REPLACE, OR REPAIR ALL ROAD SURFACES AND OTHER ITEMS DAMAGED BY CONSTRUCTION ACTIVITIES TO THEIR ORIGINAL CONDITION AND/OR TO THE SATISFACTION OF THE OWNER AND ENGINEER. |
| 9. | CONSTRUCTION PLANS SHOW THE WORK LIMITS (PERMANENT AND TEMPORARY EASEMENTS). PRESERVE AS MANY TREES AS POSSIBLE, ONLY CLEAR THE MINIMUM NUMBER OF TREES NEEDED TO COMPLETE THE CONSTRUCTION. TREE CLEARING IS INCIDENTAL TO CONSTRUCTION. | 29. | EXERCISE EXTREME CARE WHEN PERFORMING ANY NECESSARY SAW CUTTING OPERATIONS FOR THE REMOVAL OF EXISTING PAVEMENT. PROTECT ADJACENT STREET SURFACING. REMOVE AND REPLACE DAMAGED SURFACING WITHOUT ADDITIONAL COMPENSATION. |
| 10. | CONTRACTOR RESPONSIBLE FOR CONSTRUCTING AND MAINTAINING ALL ACCESSSES TO THE CONSTRUCTION LIMITS. THE ACCESSSES MUST BE ADEQUATELY SIZED AND PROPERLY SURFACED FOR UTILIZATION BY CONSTRUCTION VEHICLES AND INCLUDE PROVISIONS TO MAINTAIN POSITIVE DRAINAGE. WORK WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. | 30. | COMPACT ALL TRENCH BACKFILL, UNDER PAVED SURFACES, AND WITHIN RIGHT-OF-WAY TO 95% STANDARD PROCTOR DENSITY. |
| 11. | LIMIT GRADING AND CONSTRUCTION OPERATIONS TO THE MINIMUM REQUIRED TO COMPLETE THE PROJECT. CONTRACTOR REQUIRED TO PAY DAMAGES TO RESPECTIVE PARTIES FOR DAMAGE TO PROPERTY CAUSED BY CONSTRUCTION ACTIVITIES OUTSIDE OF THE CONSTRUCTION LIMITS IN ADDITION TO THE RESTORATION, AT NO COST TO OWNER. | 31. | SLOPE ALL DRIVEWAYS, SIDEWALKS AND ROAD SURFACES 1/4 INCH PER FOOT MINIMUM, UNLESS OTHERWISE NOTED. |
| 12. | COORDINATE THE CONSTRUCTION TO MINIMIZE THE DISRUPTIONS TO THE ADJACENT PROPERTIES. ANY AREAS DISTURBED BY CONSTRUCTION OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE REPAIRED AND RESTORED AT THE CONTRACTOR'S EXPENSE. | 32. | SURFACE RESTORATION INCLUDES THE REMOVAL OF ALL GRANULAR MATERIAL FROM THE TOP 6 INCHES OF TOPSOIL. THIS WORK IS INCIDENTAL TO CONSTRUCTION. |
| 13. | DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES. CONTRACTOR FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN THE HANDLING OF STORM WATER FLOWS DURING CONSTRUCTION. ANY EXTRA GRADING WORK NEEDED TO MAINTAIN POSITIVE DRAINAGE WITHIN THE CONSTRUCTION LIMITS IS INCIDENTAL TO CONSTRUCTION. | 33. | OWNER HAS FIRST RIGHT OF REFUSAL TO RETAIN ANY MATERIAL REMOVED FROM THE PROJECT AREA. IF DIRECTED, DELIVER ITEMS OR MATERIALS TO OWNER AT LOCATION DESIGNATED BY THE PUBLIC WORKS DEPARTMENT. DISPOSE OF NON-SALVAGEABLE MATERIALS IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. |
| 14. | REPAIR ALL FIELD/DRAIN TILES THAT ARE ENCOUNTERED DURING CONSTRUCTION AS SPECIFIED. RECORD THE EXISTING TYPE, SIZE, LOCATION AND DEPTH OF ALL FIELD/DRAIN TILES ENCOUNTERED AND REPAIRED DURING CONSTRUCTION. PROVIDE DATA TO THE ENGINEER FOR INCORPORATION INTO THE RECORD DRAWINGS. | 34. | PROVIDE WASTE AREAS OR DISPOSAL SITES FOR WASTE MATERIAL (ASPHALTIC CONCRETE, STEEL OR BROKEN CONCRETE). NO EXTRA PAYMENTS WILL BE MADE FOR MATERIAL HAULED TO THESE SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. DO NOT PLACE WASTE MATERIAL WITHIN THE RIGHT-OF-WAY. KEEP CONSTRUCTION DEBRIS AND DIRT OFF OF THE ADJACENT PROPERTIES AND STREETS. |
| 15. | PROTECT AND KEEP DEBRIS DEPOSITED BY THE CONSTRUCTION OFF OF ADJACENT PROPERTIES OUTSIDE THE EASEMENT AREA AND STREETS. REMOVE AND REPAIR ANY DAMAGE WITHOUT ADDITIONAL COMPENSATION. | 35. | RECONSTRUCT ANY ROAD DITCHES DISTURBED, INCLUDING DITCH GRADES AND CROSS SECTIONS. REPLACE CULVERTS TO ORIGINAL GRADES UNLESS OTHERWISE NOTED. GRADE ALL DITCHES FOR PROPER DRAINAGE. PONDING OF WATER IS NOT ACCEPTABLE. RE-GRADE ANY DITCH WHICH DOES NOT PROPERLY DRAIN. ALL DITCH GRADING IS INCIDENTAL TO CONSTRUCTION. |
| 16. | PROTECT EXISTING TREES, SHRUBS, FENCES, AND LANDSCAPING UNLESS SPECIFICALLY NOTED OR DESIGNATED OTHERWISE ON THE PLANS. REPLACE ANY ITEMS DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE. | 36. | STRIP, SALVAGE AND RESPREAD TOP 6 INCHES OF TOPSOIL IN ALL AREAS WITHIN THE CONSTRUCTION LIMITS AS PER SPECIFICATIONS, EXCEPT AREAS NOT DISTURBED BY CONSTRUCTION AND USED TO STOCKPILE THE TOPSOIL. MECHANICALLY LOOSEN THE 18 INCHES OF SOIL ON ALL HAUL ROADS AND OVERLY COMPACTED AREAS PRIOR TO RESPREADING OF THE TOPSOIL. |
| 17. | COMPLETELY REMOVE AND DISPOSE OF TREES, SHRUBS AND VEGETATION DESIGNATED FOR REMOVAL ON THE PLANS. DISPOSE OF IN ACCORDANCE WITH SPECIFICATIONS. | 37. | ASSIST ENGINEER'S FIELD REPRESENTATIVE WITH DAILY RECORD KEEPING INCLUDING ALL NECESSARY FIELD LOCATIONS AND MEASUREMENTS. CONTRACTOR REQUIRED TO ATTEND FINAL AND INTERMEDIATE INSPECTIONS OF PROJECT, OPEN ALL MANHOLES FOR INSPECTION. |
| 18. | CONTRACTORS SHALL SATISFY THEMSELVES PRIOR TO SUBMISSION OF BIDS AS TO THE SOIL CONDITIONS. | 38. | DIMENSIONS, STREET LOCATIONS, UTILITIES, AND GRADING ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. REPORT ANY SUCH CHANGES OR CONFLICTS BETWEEN THE PLAN AND FIELD CONDITIONS TO PROJECT ENGINEER IMMEDIATELY. |
| 19. | AS NECESSARY FOR CONSTRUCTION, THE CONTRACTOR SHALL REMOVE EXISTING IMPROVEMENTS WITHIN THE WORK AREA SHOWN ON THE PLAN AS "REMOVE & REPLACE" AND SHALL REPLACE THEM TO THE CONDITION EXISTING PRIOR TO CONSTRUCTION, OR BETTER, AS DETERMINED BY THE ENGINEER. THE REMOVAL AND REPLACEMENT WORK IS INCIDENTAL AND ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE BID. | 39. | IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN. |
| 20. | ADJUST ALL MANHOLES, VALVE PITS, VALVE BOXES AND OTHER BURIED FACILITIES WITH SURFACE ACCESS TO MATCH FINAL GRADES, UNLESS OTHERWISE INDICATED. | 40. | MAINTAIN EMERGENCY ACCESS ON ALL STREETS AND ALL AFFECTED PROPERTIES AT ALL TIMES. |
| | | 41. | MAINTAIN GARBAGE SERVICE TO ALL RESIDENCES ALONG THE PROJECT. COORDINATE THE GARBAGE REMOVAL WITH THE LOCAL REFUSE HAULERS AND TRANSPORT GARBAGE AND/OR RECYCLING CONTAINERS ACROSS THE CONSTRUCTION AREAS AS NEEDED. |
| | | 42. | MAINTAIN MAIL SERVICE TO ALL RESIDENCES ALONG THE PROJECT. THIS INCLUDES INSTALLING A TEMPORARY MAILBOX, IF NECESSARY. COORDINATE TEMPORARY MAIL SERVICE WITH POST OFFICE. |
| | | 43. | COORDINATE THE CONSTRUCTION WITH PROPERTY OWNERS HAVING LIVESTOCK WITH ACCESS TO THE CONSTRUCTION LIMITS. TEMPORARY FIELD FENCE TO ISOLATE THE CONSTRUCTION LIMITS FROM THE LIVESTOCK. THE TEMPORARY FIELD FENCE MUST BE APPROPRIATE FOR THE TYPE OF LIVESTOCK PRESENT. THIS WORK WILL BE INCIDENTAL. |

WATER MAIN NOTES

1. WATER MAIN SHALL BE DUCTILE IRON PIPE WITH NITRILE GASKETS OR PVC AS NOTED ON THE PLANS.
2. REMOVE AND REPLACE TRACER WIRE WITH ALL WATER MAIN IF NECESSARY INCLUDING TERMINATIONS AT HYDRANTS. INCIDENTAL TO CONSTRUCTION.
3. INSTALL WATER MAIN IN DRY TRENCH CONDITIONS. DO NOT ALLOW WATER TO RISE IN THE TRENCH AROUND THE PIPE.
4. INSTALL VALVE BOX EXTENSIONS WHERE NECESSARY TO SET BOX AT FINISH GRADE. INCIDENTAL TO CONSTRUCTION.
5. PROVIDE VALVES TO OPEN COUNTER-CLOCKWISE.
6. PROVIDE HYDRANTS COMPLYING WITH CITY STANDARDS.
7. INSTALL HYDRANTS WITH BARREL LENGTH TO SET THE BREAKAWAY FLANGE WITHIN 2"-5" ABOVE FINISH GRADE.
8. ALL FITTINGS AND VALVES ARE TO BE MECHANICAL JOINT AND RESTRAINED UNLESS NOTED OTHERWISE. THRUST BLOCKS ARE TO BE POURED AT ALL FITTINGS.
9. ALL VALVES AND HYDRANTS SHALL BE OPERATED ONLY BY THE CITY PERSONNEL.
10. SWAB THE INTERIOR OF THE NEW WATER MAINS AND FITTINGS WITH 5% SODIUM HYPOCHLORITE DISINFECTING SOLUTION DURING CONSTRUCTION.
11. NOTIFY THE CITY 72 HOURS BEFORE ANY CONNECTIONS ARE MADE TO THE EXISTING WATER MAINS. COORDINATE WATER MAIN CONNECTIONS WITH THE CITY.
12. INSTALL WATER MAIN USING CLASS P-2 BEDDING.

STAGING NOTES

1. THE CONTRACTOR SHALL BEGIN WORK STARTING WITH THE SUPERIOR STREET AND SECOND STREET LOCATIONS (FOUR LOCATIONS). ONCE CONSTRUCTION HAS BEGUN AT THESE LOCATIONS, THE CONTRACTOR WILL BE REQUIRED TO COMPLETE CONSTRUCTION AND RESTORE THESE AREAS PRIOR TO MOBILIZING TO ANOTHER LOCATION INCLUDED WITH THIS PROJECT OR OFF-SITE TO ANOTHER PROJECT.

MARK	REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Scale: 1" =	
Technician: LDB	Date: 02-17-2023	T-R-S: TTN-RRW-SS	

Project No: 122.1636.01

Sheet C.2

2023 WATER MAIN REPAIR PROJECT

GENERAL NOTES AND INFORMATION

WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 122.1636.01

Sheet C.2

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
1	2010-108-C-0	Tree and Stump Removal	LS	1	
2	5020-108-A-0	Gate Valve, 4"	EA	3	
3	5020-108-A-0	Gate Valve, 6"	EA	3	
4	5020-108-A-0	Gate Valve, 8"	EA	6	
5	5020-108-A-0	Gate Valve, 12"	EA	2	
6	5020-108-C-0	Fire Hydrant Assembly	EA	8	
7	5020-108-I-0	Fire Hydrant Assembly Removal	EA	8	
8	--	Connection to Existing Water Main	EA	23	
9	5020-108-K-0	Valve Box Removal	EA	14	
10	7040-108-H-0	Removal of Sidewalk	SY	25	
11	7030-108-E-0	Sidewalk, PCC	SY	25	
12	7030-108-G-0	Detectable Warning	SF	40	
13	7040-108-A-0	Full Depth Patch, PCC	SY	185	
14	--	Granular Surfacing	TONS	10	
15	--	Temporary Traffic Control	LS	1	
16	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	1	
17	--	Linear Erosion Control	LF	360	
18	11,020-108-A	Mobilization	LS	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-C-0	Tree and Stump Removal (LS) Refer to D Sheets for location.
2	5020-108-A-0	Gate Valve, 4" (EA)
3	5020-108-A-0	Gate Valve, 6" (EA)
4	5020-108-A-0	Gate Valve, 8" (EA)
5	--	Gate Valve, 12" (EA) Refer to D Sheets for locations. Item also includes excavation, dewatering, temporary shoring, bedding, polyethylene encasement, thrust restraint, tracer wire system installation, testing, disinfection, and associated work. This item does not include auxiliary valves for fire hydrants.
6	5020-108-C-0	Fire Hydrant Assembly (EA) Refer to D Sheets for locations. Item also includes excavation, dewatering, temporary sheeting and shoring, valve box, polyethylene encasement, mechanical joint restraint, polyethylene encasement, tracer wire system installation, compaction, testing, disinfection, and associated work. Approved manufacturer: Mueller Super Centurion 250 #A423, Approved Color: Yellow or approved equal as determined by Owner.
7	5020-108-I-0	Fire Hydrant Assembly Removal (EA) Refer to D Sheets for locations. Remove hydrant assembly and valve box. Item also includes abandonment and grouting of existing assembly as indicated on the plans. Deliver hydrant to City in reuseable condition.
8	--	Connection to Existing Water Main (EA) Refer to D Sheets for locations. Item includes connection of new valves and hydrants to the existing water main. Item also includes but is not limited to excavation, temporary sheeting and shoring, connection to existing water main, piping, fittings, solid sleeve couplings, tapping sleeves, and associated appurtenances. Measurement and payment to be made based number of connections as counted in the field. A connection is counted as one per new valve or hydrant.
9	5020-108-K-0	Valve Box Removal (EA) Refer to D Sheets for locations. Remove valve box.
10	7040-108-H-0	Removal of Sidewalk (SY) Refer to D Sheets for locations. Sawcut full-depth at all removal limits. No additional payment will be made for variances in pavement depth.
11	7030-108-E-0	Sidewalk, PCC (SY) Refer to D Sheets for locations.
12	7030-108-G-0	Detectable Warning (SF) Refer to D Sheets for locations.
13	7040-108-A-0	Full Depth Patch, PCC (SY) Refer to D Sheets for locations. Includes curb and gutter work to match existing.
14	--	Granular Surfacing (TONS) Unit price includes all labor and materials to supply and place granular surfacing. Item also includes, but is not limited to, excavation and preparation of subgrade. Measurement and payment shall be per ton and shall not exceed plan quantity.
15	--	Temporary Traffic Control (LS) Unit price includes temporary traffic control work for directing traffic during construction, including, but not limited to furnishing, erecting, operating, maintaining, cleaning, moving, and removing all traffic control devices as shown on the plans and as directed by the Engineer. Item does not include permanent traffic signage. Measurement and payment to be made based on the percentage of the work completed as estimated by the Engineer.
16	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 (AC) Refer to D Sheets for locations. Any costs of reseeding is incidental to this item. No additional payments will be made for reseeded areas. Seeded areas damaged by the contractor outside the construction limits shall be the responsibility of the Contractor to repair at no additional cost to the Owner.
17	--	Linear Erosion Control (LF) Item includes installation, maintenance, and removal of linear erosion control measure such as silt fence, filter sock, wattles, or other linear erosion and sediment control devices. Choice of linear control measure to be determined by site conditions, inspections, and past performance of selected measures. Materials and construction to be in accordance with Section 9040 for each selected device. Refer to Section 9040, 1.08 for measurement and payment information of each selected device.
18	11,020-108-A	Mobilization (LS) --

[illegible]

2023 WATER MAIN REPAIR PROJECT

QUANTITIES AND TABULATIONS

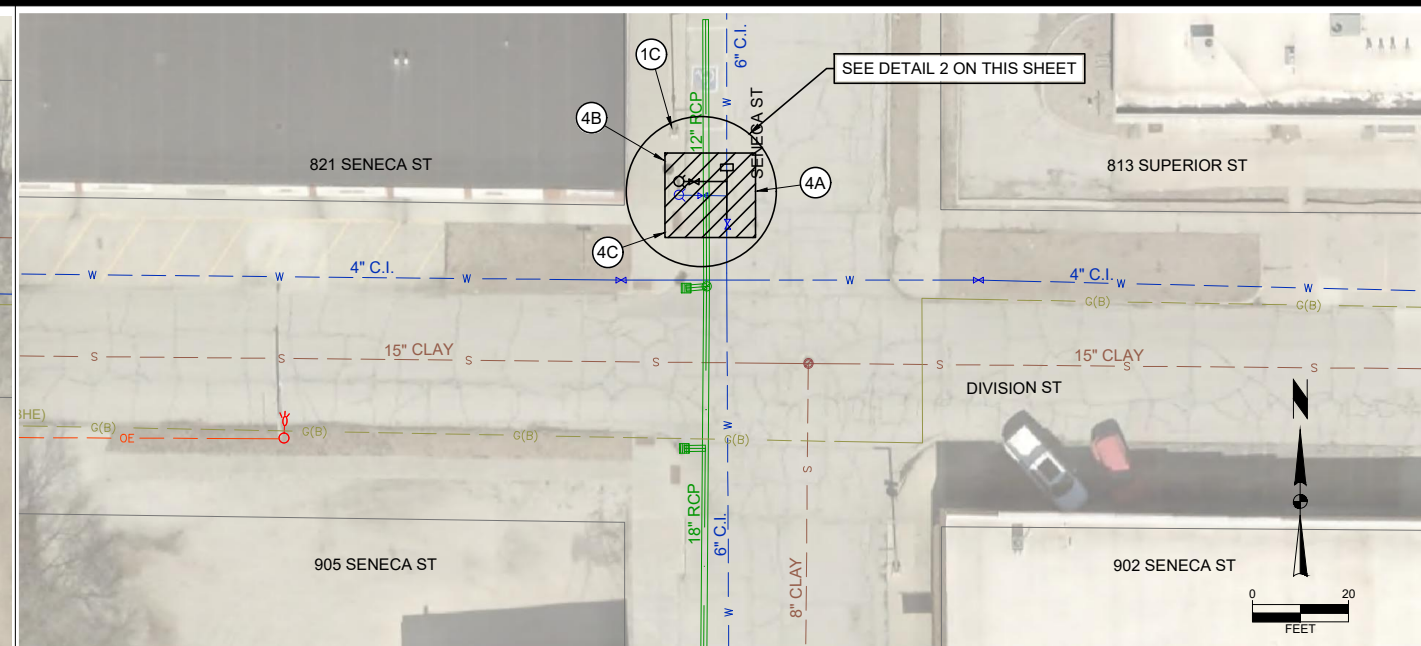
SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

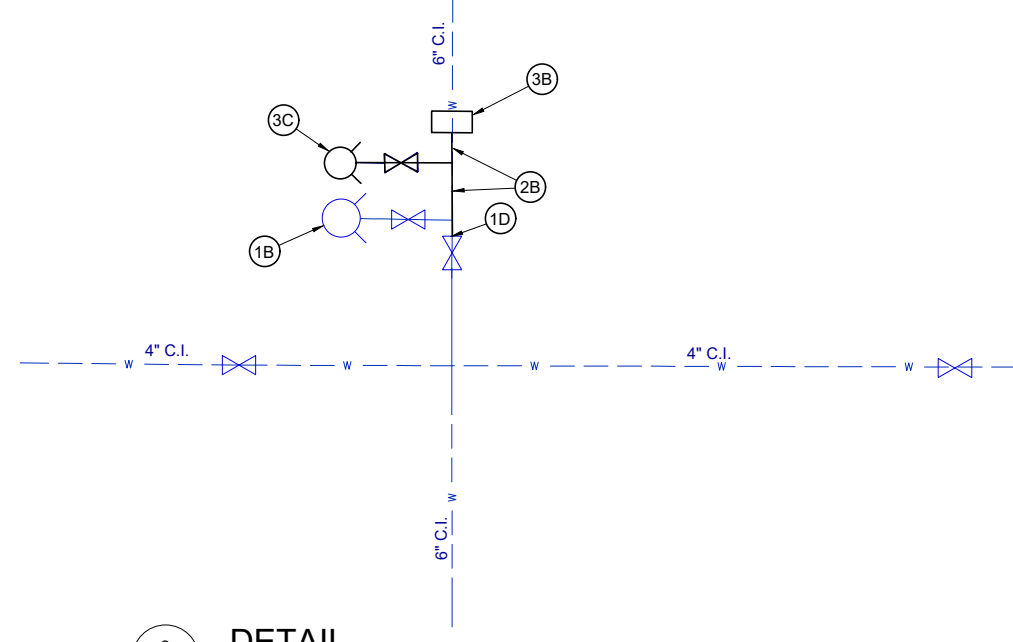


Project No: 122.1636.01

Sheet C.3



FH-7: DIVISION ST & SENECA ST

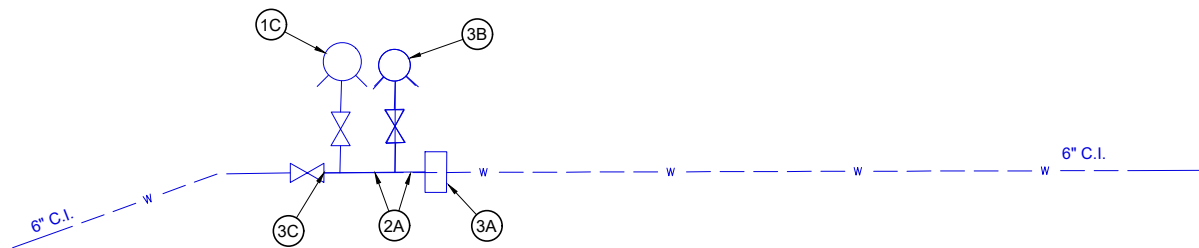


2
D.3

DETAIL
NO SCALE

4 PAVEMENT:

- A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.
- B. REMOVE AND REPLACE SIDEWALK (4" PCC).
- C. REMOVE AND REPLACE ADA RAMP AS PER SUDAS 7030.206. MAINTAIN EXISTING CURB HEIGHT



1
D.4

DETAIL
NO SCALE

- 1 GENERAL:
 - A. REMOVE EXISTING 6" WATER MAIN, FITTINGS, AND VALVES AS NECESSARY TO COMPLETE CONSTRUCTION AS SHOWN.
 - B. PROTECT AND SUPPORT EXISTING UTILITY CONSTRUCTION. COORDINATE WITH THE CITY AS NECESSARY.
 - C. REMOVE VALVE BOX AND HYDRANT. REMOVE REMAINING PORTION OF THE ASSEMBLY TO 2' BELOW GRADE. GROUT AND ABANDON IN PLACE THE REMAINING PORTION OF THE ASSEMBLY. DO NOT GROUT EXISTING 6" MAIN.
 - D. REMOVE TREE.

2 PIPE:
A. 6" PVC C900 (DR18)

3 FITTINGS:

- A. 6" SOLID SLEEVE (CONNECT TO EXISTING)
- B. FIRE HYDRANT ASSEMBLY
- C. CONNECT TO EXISTING GATE VALVE

2023 WATER MAIN REPAIR PROJECT

1017 NORTH TERRACE DR

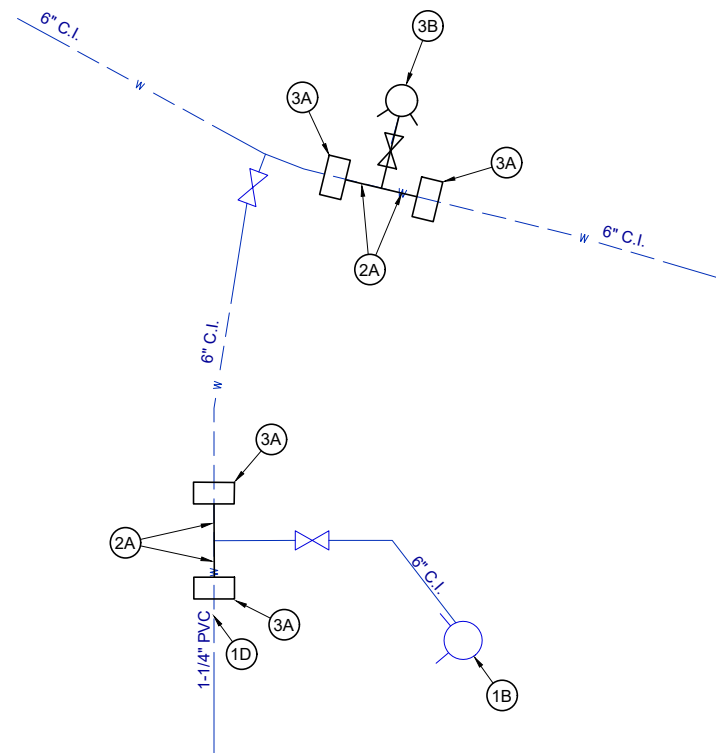
WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC. |

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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No:	122.1636.01
Sheet	D.4



1
D.5

DETAIL
NO SCALE

NOTES:

- 1 GENERAL:
 - A. REMOVE EXISTING 6" WATER MAIN, FITTINGS, AND VALVES AS NECESSARY TO COMPLETE CONSTRUCTION AS SHOWN.
 - B. REMOVE EXISTING FIRE HYDRANT ASSEMBLY.
 - C. PROTECT AND SUPPORT EXISTING UTILITIES DURING CONSTRUCTION. COORDINATE WITH THE CITY AS NECESSARY.
 - D. RECONNECT EXISTING 1-1/4" PVC.
- 2 PIPE:
 - A. 6" PVC C900 (DR18)
- 3 FITTINGS:
 - A. 6" SOLID SLEEVE (CONNECT TO EXISTING)
 - B. FIRE HYDRANT ASSEMBLY
- 4 PAVEMENT:
 - A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.
 - B. REMOVE AND REPLACE 6" GRANULAR SURFACING.

MARK		REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Scale: 1" = ##'		
Technician: LDB	Date: 02-17-2023	T-R-S: TTN-RRW-SS		

Project No: 122.1636.01

Sheet D.5

2023 WATER MAIN REPAIR PROJECT

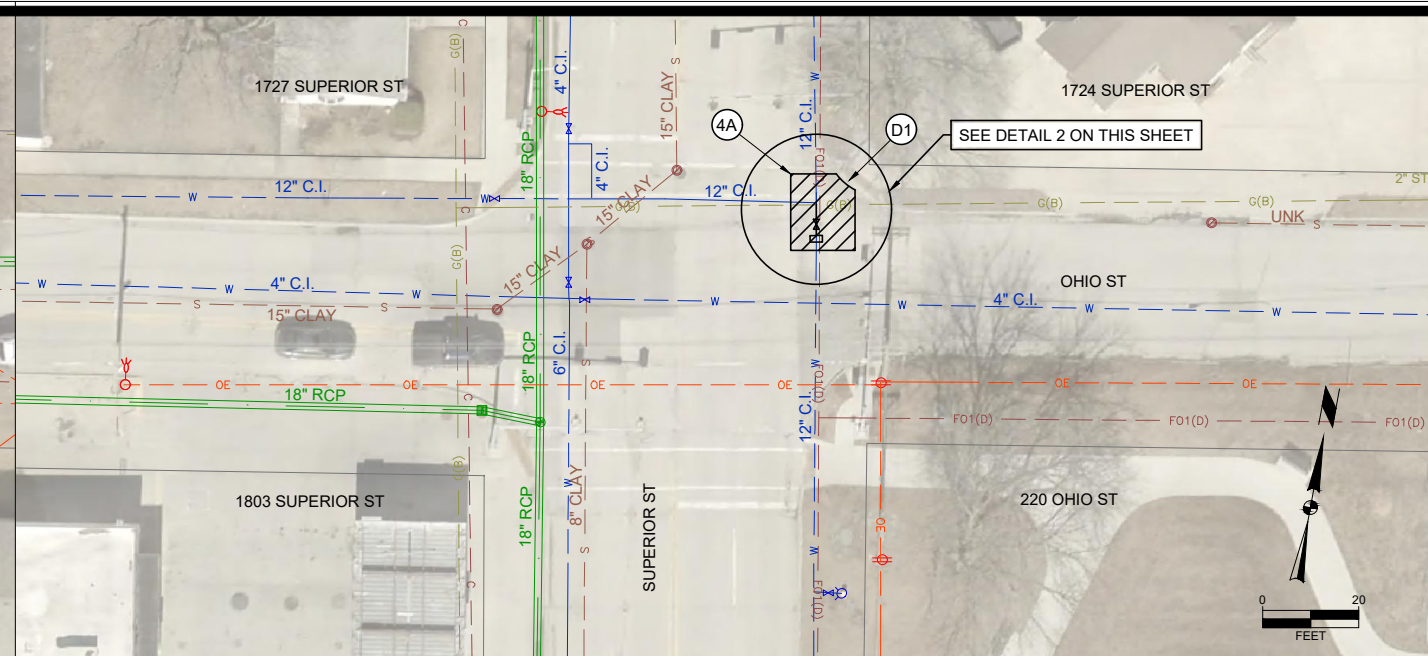
E DUBUQUE ST & PARK ST

SNYDER & ASSOCIATES, INC.

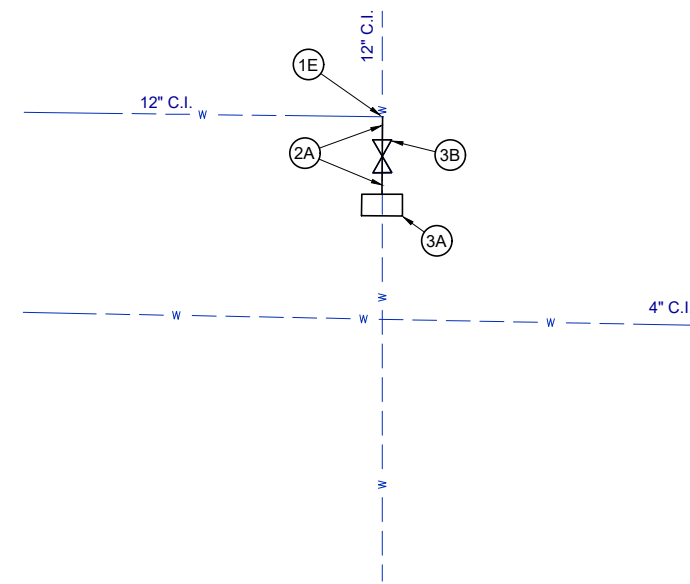


Project No: 122.1636.01

Sheet D.5



WV-2: SUPERIOR ST & OHIO ST



2
D.6

DETAIL
NO SCALE

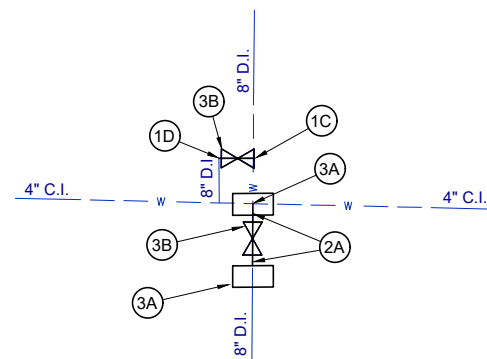
3 FITTINGS:

- A. 12" SOLID SLEEVE (CONNECT TO EXISTING)
- B. 12" GATE VALVE
- C. 4" x 4" TEE (ROTATE TEE AS NECESSARY)
- D. 4" GATE VALVE
- E. 4" SOLID SLEEVE (CONNECT TO EXISTING)

4 PAVEMENT:

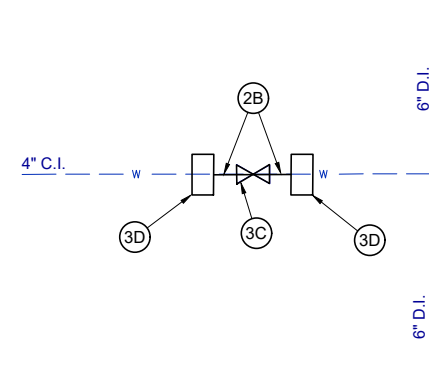
- A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.





1
D.8

DETAIL
NO SCALE



2
D.8

DETAIL
NO SCALE

1 GENERAL:

- A. REMOVE EXISTING 12" AND 6" WATER MAINS, FITTINGS, AND VALVES AS NECESSARY TO COMPLETE CONSTRUCTION AS SHOWN.
- B. PROTECT AND SUPPORT EXISTING UTILITIES DURING CONSTRUCTION. COORDINATE WITH THE CITY AS NECESSARY.
- C. CONNECT TO EXISTING 8" TEE.
- D. CONNECT TO EXISTING 8" 90° BEND.

2 PIPE:

- A. 8" CL52 DUCTILE IRON PIPE W/ NITRILE GASKETS
- B. 4" CL52 DUCTILE IRON PIPE W/ NITRILE GASKETS

- 3 FITTINGS:
 - A. 8" SOLID SLEEVE (CONNECT TO EXISTING)
 - B. 8" GATE VALVE
 - C. 4" GATE VALVE
 - D. 4" SOLID SLEEVE (CONNECT TO EXISTING)
- 4 PAVEMENT:
 - A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.

MARK	REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Scale: 1" = 20'	
Technician: LDB	Date: 02-17-2023	T-R-S: TTN-RRW-SS	

Project No: 122, 1636.01

Sheet D 8

2023 WATER MAIN REPAIR PROJECT

BANK ST & PROSPECT ST - WALNUT ST & UNION ST

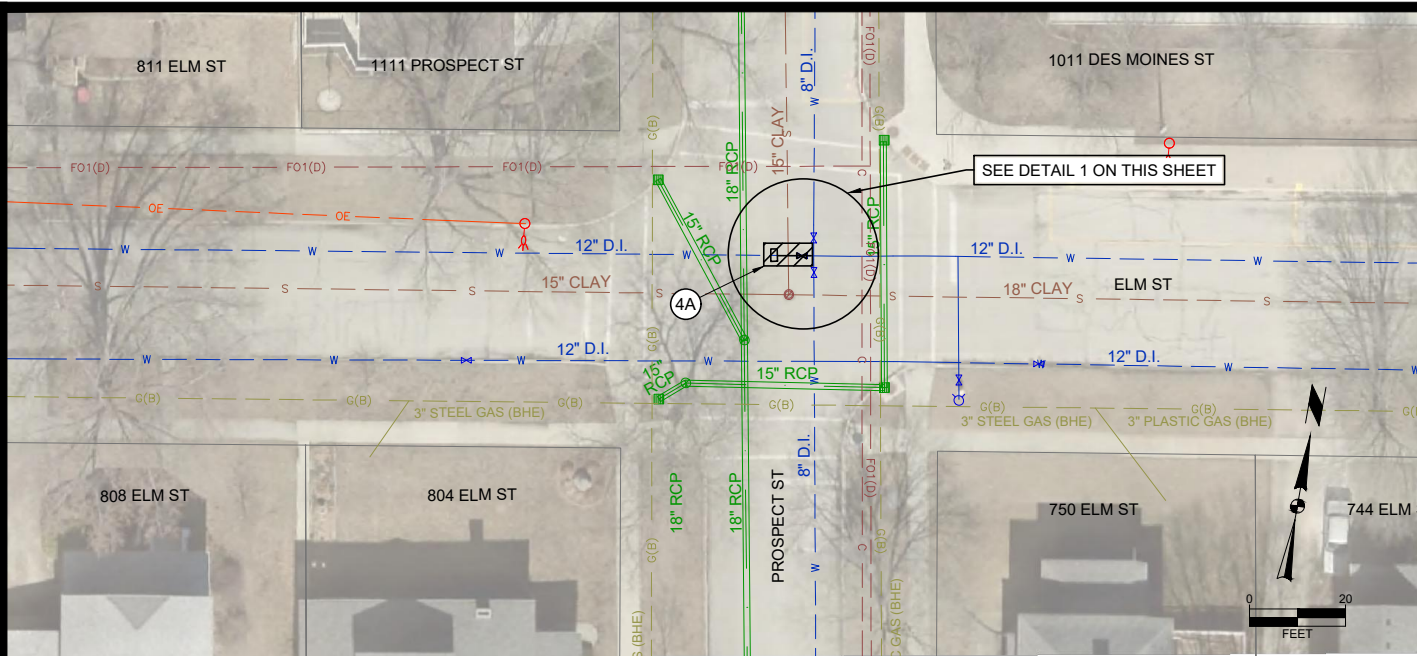
SNYDER & ASSOCIATES, INC.



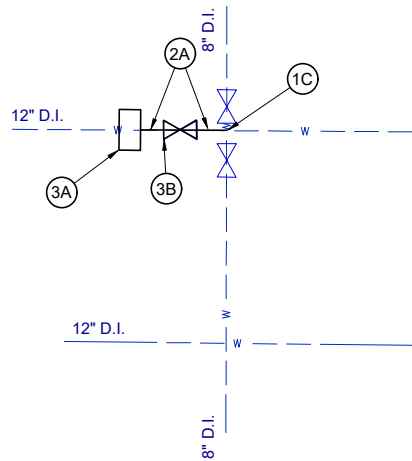
Project No: 122.1636.01

Sheet D.8

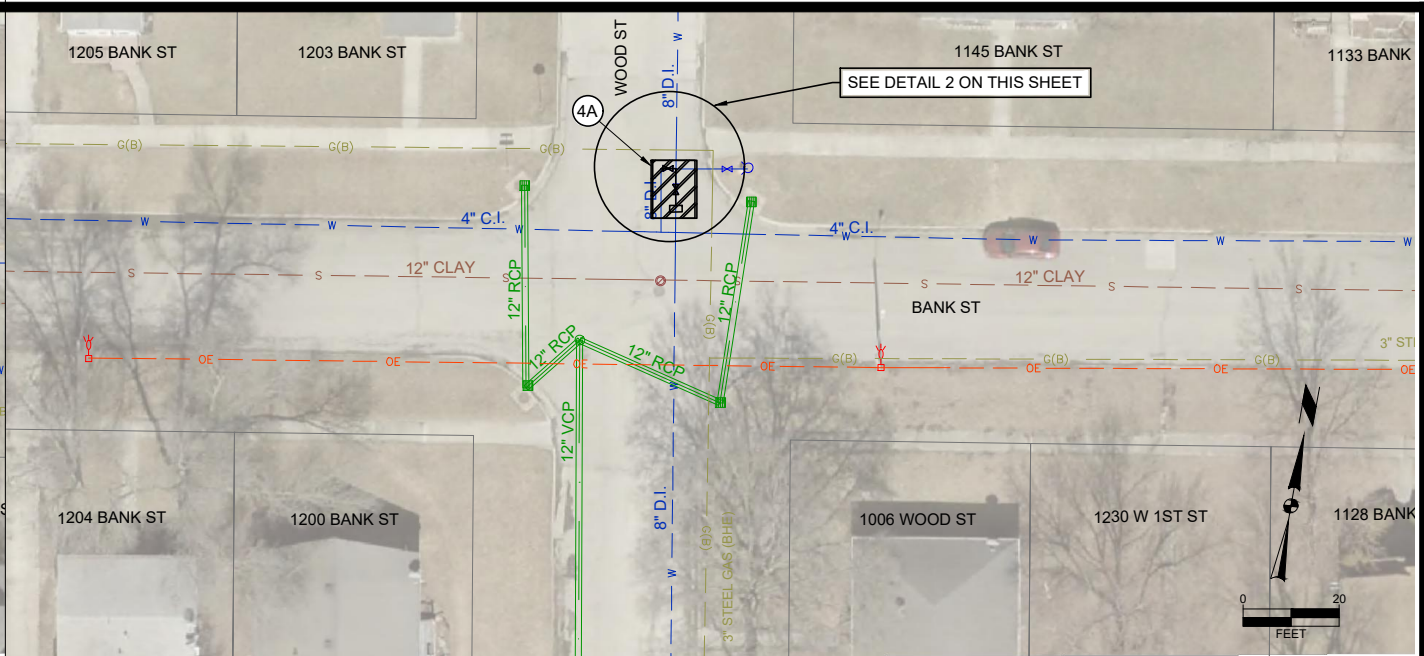
V:\projects\2023\2023-12-12 16:50\104301023 1271636.DWG 104301023 1117 AXL AND FULL BLEED B (1760X 1100 INCHES)



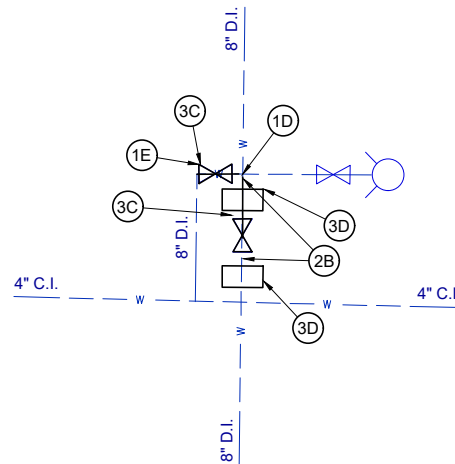
WV-7: ELM ST & PROSPECT ST



1
D.9
DETAIL
NO SCALE



WV-8: BANK ST & WOOD ST



2
D.9
DETAIL
NO SCALE

NOTES:

1 GENERAL:

- A. REMOVE EXISTING 12" AND 8" WATER MAINS, FITTINGS, AND VALVES AS NECESSARY TO COMPLETE CONSTRUCTION AS SHOWN.
- B. PROTECT AND SUPPORT EXISTING UTILITIES DURING CONSTRUCTION. COORDINATE WITH THE CITY AS NECESSARY.
- C. CONNECT TO EXISTING 8" X 12" CROSS.
- D. CONNECT TO EXISTING 8" X TEE.
- E. CONNECT TO EXISTING 8" 90° BEND.

2 PIPE:

- A. 12" PVC C900 (DR18)
- B. 8" PVC C900 (DR18)

3 FITTINGS:

- A. 12" SOLID SLEEVE (CONNECT TO EXISTING)
- B. 12" GATE VALVE
- C. 8" GATE VALVE
- D. 8" SOLID SLEEVE (CONNECT TO EXISTING)

4 PAVEMENT:

- A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.

MARK	REVISION	DATE	BY
Engineer: TRT	Checked By: WCF	Scale: 1" = 20'	
Technician: LDB	Date: 02-17-2023	T-R-S: TTN-RRW-SS	
Project No: 122.1636.01			Sheet D.9

2023 WATER MAIN REPAIR PROJECT

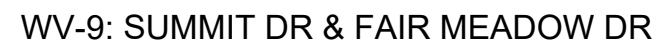
ELM ST & PROSPECT ST - BANK ST & WOOD ST

WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC.

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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com





- 1 GENERAL:
 - A. REMOVE EXISTING 12" AND 6" WATER MAINS, FITTINGS, AND VALVES AS NECESSARY TO COMPLETE CONSTRUCTION AS SHOWN.
 - B. PROTECT AND SUPPORT EXISTING UTILITIES DURING CONSTRUCTION. COORDINATE WITH THE CITY AS NECESSARY.
 - C. CONNECT TO EXISTING 8" X 12" CROSS.
- 2 PIPE:
 - A. 8" PVC C900 (DR 18)
- 3 FITTINGS:
 - A. 8" GATE VALVE
 - B. 8" SOLID SLEEVE (CONNECT TO EXISTING)
- 4 PAVEMENT:
 - A. REMOVE AND REPLACE PAVEMENT AS FULL DEPTH PATCH.
 - B. MAINTAIN EXISTING CURB DROP FOR FUTURE SIDEWALK.

Sheet D.10



MEMORANDUM

TO: Mayor and City Council

FROM: Nicholas Knowles, Water and Waste Water Supervisor
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Adopt a Resolution to Ratify the Emergency Purchase for the Wastewater Treatment Plant Boiler in the amount of \$34,000 plus tax and installation.

SUMMARY: The wastewater treatment plant is currently heated by one natural gas boiler. The methane boiler that provided redundancy stopped working at the end of 2021. The natural gas boiler which was intended to be addressed during the upcoming fiscal year, has a slow leak and is beginning to get worse. City staff reached out to contractors to assist with repair and was advised that it is not repairable. Because of current lead times, staff requested authorization from the City Manager to make an emergency purchase of a new boiler to maintain the Wastewater Treatment Plant in working condition.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND: The Wastewater Treatment Plant is currently running on one boiler which is heating the digesters and part of the wastewater treatment plant. City staff has expressed concern that if the second boiler fails it will start to affect the operations of the wastewater treatment plant starting with the digesters. If the digesters process and temperature isn't maintained between 95-100 degrees Fahrenheit this could hinder being out of compliance with the IDNR. Inside the digesters, naturally occurring microorganisms grow in the tank's oxygen-free environment and break down (digest) the organic matter. As the organic matter decomposes, biogas is created. Once established in a digester, microorganisms will continue to break down organic materials and release biogas in the right conditions. The microorganisms need a steady supply of organic matter and a comfortable environment - warm temperatures, neutral acidity and no oxygen. This would affect the sewage sludge handling and disposal requirements. Which could change what class of sludge the City is and affect the overall contract of the sludge hauling making it more expensive.

City staff reached out to three vendors to obtain a cost estimate for the boiler replacement. The quotes that were received are noted below with lead times:

- | | | |
|---------------------------------------|--------------------|-----------------|
| • Mechanical Comfort Inc | \$42,180 | 14 - 16 weeks |
| • Terminal Connections | \$34,513.60 | 20 - 22 weeks |
| • Capital City Boiler & Machine Works | \$34,000.00 (+tax) | Boiler in Stock |

Until the new natural gas boiler is installed, wastewater operators will be monitoring the boiler daily. City Manager authorized the purchase from Capital City Boiler & Machine Works, Inc. for \$34,000 plus applicable sales tax. Due to the emergency nature of this purchase, City staff requested authorization to proceed with the vendor with the shortest lead time.



FINANCIAL IMPLICATIONS: The boiler replacement will be paid for from the Wastewater Fund.

RECOMMENDATION: City staff recommends the City council adopt a resolution to ratify the emergency purchase made for the Wastewater Treatment Plant to replace the boiler system.

RESOLUTION NO. 2023-

**RESOLUTION RATIFYING THE EMERGENCY PURCHASE
FOR THE WASTEWATER TREATMENT PLANT BOILER**

WHEREAS, one methane and one natural gas boiler at the Wastewater Treatment Plant (WWTP) was installed in 1999; and

WHEREAS, the methane boiler at the WWTP failed end of year 2021 as evidenced by a hole in the heat exchanger; and

WHEREAS, the natural gas boiler at the WWTP has a small leak on the heat exchanger;

WHEREAS, it is necessary to purchase a new natural gas boiler to keep the Wastewater Treatment Plant system operating effectively and to keep the City under compliance with the IDNR Permit; and

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

SECTION 1: Ratifies the emergency purchase for the Wastewater Treatment Plant Boiler from Capital City Boiler and Machine Works, Inc. and authorizes said purchase to be paid for from the Wastewater Fund.

Passed and adopted this 17th day of April, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



Capital City Boiler & Machine Works, Inc.

2600 E. Market Street Des Moines, IA 50317

Ph: 515-265-9989 Fax: 515-265-1571

April 13, 2023

City of Webster City
Waste Water Treatment
101 E Ohio Street
Webster City, IA 50595

Attn: Nick Knowles
Re: Removing and Replacing Boiler

Email: Nknowles@webstercity.com
Phone: 515-832-9146

Dear Mr. Knowles,

Capital City Boiler would like to submit a quote on removing one (1) leaking Burnham boiler and replace it with one (1) Thermal Solutions APX 825C natural gas fired high efficiency condensing hot water boiler. This boiler would have a 800K output, ASME design pressure 160 PSI with CSD-1 control, stainless steel heat exchanger, stainless steel mesh modulating burner and PVC air inlet and venting outside.

Price: \$34,000.00

(Thirty-four thousand dollars and 00/100) Plus applicable sales tax.

Capital City Boiler has installed several of the APEX boilers with very little problems.

Thank you for letting us quote this project for you.

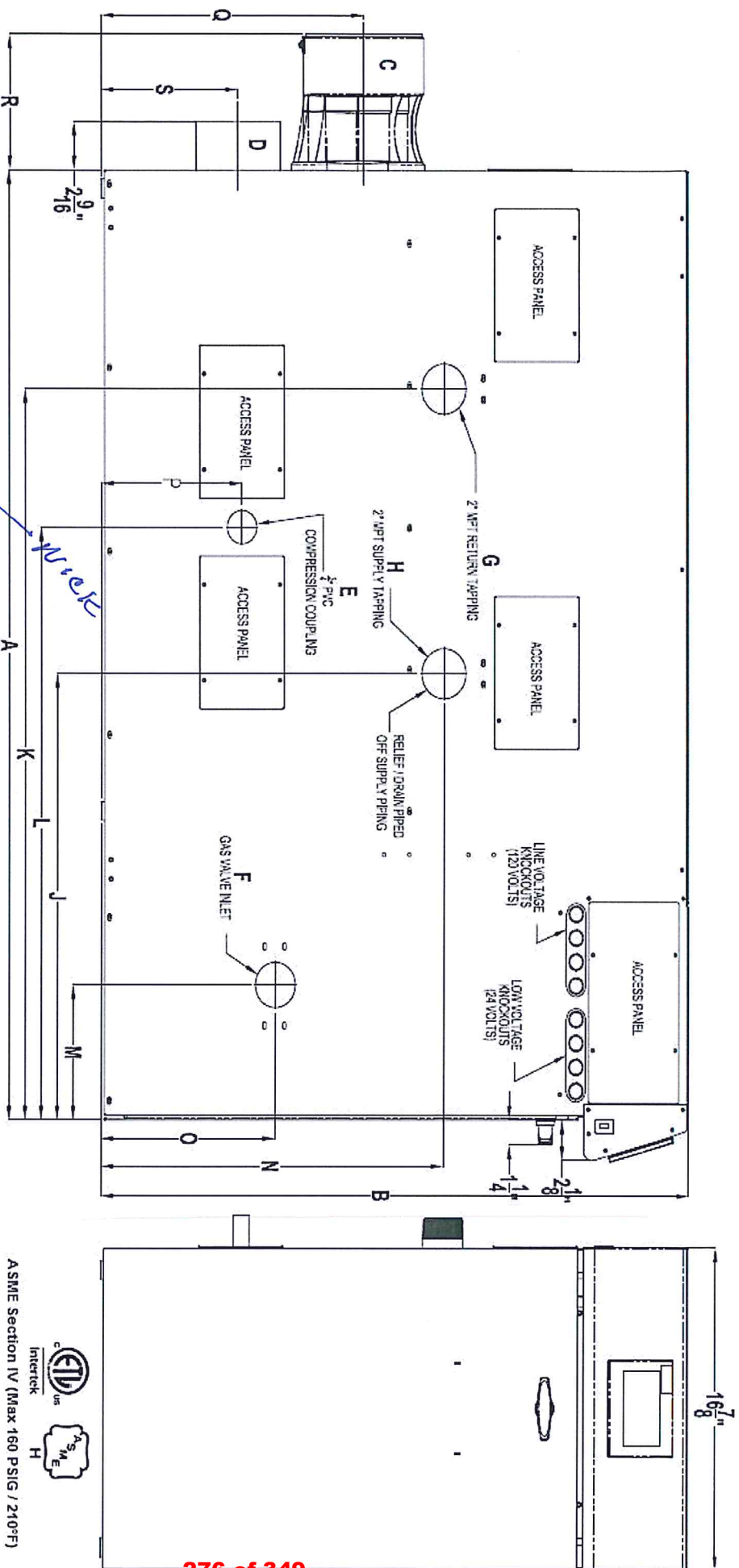
Yours truly,

A handwritten signature in blue ink that reads 'Walter A. Johnson'. The signature is fluid and cursive, with a long horizontal line extending from the end.

Walter A. Johnson
President

WAJ: bjj

APEX COMMERCIAL CONDENSING BOILERS - SUBMITTAL DATA SHEET



RATINGS AND CAPACITIES

APEX MODEL	INPUT		GROSS OUTPUT (BTU/HR)	BOILER HORSEPOWER (BHP)	THERMAL EFFICIENCY (%)	HEATING SURFACE (SQ. FT.)	WATER CONTENT (GALLONS)	BURNER MODULATION	FUEL (1)				FLOW AND PRESSURE DROPS				SHIPPING WEIGHT (LBS)
	MIN (BTU/HR)	MAX (BTU/HR)							NATURAL GAS	PROPANE			20°F Δ T (Max)	25°F Δ T	30°F Δ T	35°F Δ T (Min)	
APX825C	160,000	800,000	760,000	22.7	95.0%	87	6.2	5:1	MIN	MAX	MIN	MAX	FLOW (GPM)	Δ P (FT. HD.)	FLOW (GPM)	Δ P (FT. HD.)	500

[1] Fuel is not field convertible, must be ordered as Natural Gas or Propane from factory.

DIMENSIONS

Length (A)	53-5/16"	Return Connection (G)	2" MPT	Floor to Supply/Return Connections (N)	20-5/16"
Height (B)	35-1/16"	Supply Connection (H)	2" MPT	Floor to Gas Valve Connections (O)	10-5/16"
Width	16-7/8"	Front to Relief Valve/Drain Connection (I)	23-7/16"	Floor to Condensate Drain Connection (P)	8-5/16"
Vent Connection (C)	6" CPVC/PPSS	Front to Supply Connection (J)	23-7/16"	Floor to Vent Connection (Q)	15-9/16"
Air Intake Connection (D)	4" PVC	Front to Return Connection (K)	41-3/16"	Floor to Air Intake Connection (S)	8-1/8"
Condensate Drain Connection (E)	3/4"	Front to Condensate Drain Connection (L)	32-9/16"	Rear to Vent Connection (R)	7-1/16"
Gas Valve Inlet Connection (F)	1" FPT	Front to Gas Valve Inlet Connection (M)	6-7/8"	Rear to Air Intake Connection	2-9/16"
Relief Valve/Boiler Drain **Connection	3/4" FPT	* Dimension is to the Centerline of the Connection		** Piped off Supply Piping	

APX825C



PROPERTY OF
 THERMAL SOLUTIONS
 PO BOX 3244 | LANCASTER, PA 17601
 INNOVATIVE EQUIPMENT FOR
 HOT WATER SYSTEMS
 WWW.THERMALSOLUTIONS.COM



MEMORANDUM

TO: Mayor and City Council

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Resolution regarding professional services agreement for Automated Traffic Enforcement Services with Sensys Gatso Group.

SUMMARY: Agreement with Sensys Gatso Group for the implementation of automated traffic enforcement system in Webster City.

PREVIOUS COUNCIL ACTION: City Council discussed preliminary information requested on November 7, 2022. A follow-up work session was held on December 19, 2022.

BACKGROUND/DISCUSSION: The City Council previously discussed implementing an automated traffic enforcement system in the community. A representative from Sensys Gatso gave a presentation during the work session on December 19, 2022 and provided information from a 24-hour speed study done at various points throughout the community:

Location	Direction	Speed Limit	Vehicle Count	Violations	% of Traffic	Fastest Speed	>20 over
E. Second at Harris	EB + WB	35	2,115	848	40%	66-70 mph	153
220 th St. near 2 nd St	EB + WB	45	3,333	247	7.4%	81-85 mph	22
US 17 near Closz	NB + SB	55	3,839	142	3.6%	>90 mph	21
US 20 (East of X)	WB	65	5,603	104	1.9%	>90 mph	7
US 20 (West of X)	EB	65	5,195	43	.83%	81-85 mph	0
US 17 at Edgewood	NB + SB	35	6,209	11	.03%	75-80 mph	3

The information from the speed study showed that during a 24-hour period there were 1,395 instances of vehicles driving above the speed limit. A total of 206 were of speeds greater than 20 miles per hour above the speed limit. The highest recorded vehicles traveled in excess of 90 miles per hour.

There was a consensus by the City Council to proceed with implementing an automated traffic enforcement system and directed staff to follow up with Sensys Gatso regarding an agreement and implementation. The process of analyzing Gatso's system and agreement was delayed due to various legislative bills introduced in the Iowa Legislature related to automated traffic enforcement systems used

by municipalities. The following is a list of some of the legislative bills introduced and their most recent bill history.

- House Study Bill 161:
 - 03/06/2023 Committee report approving bill, renumbered as HF 629.
- House File 173:
 - 03/06/2023 Committee report approving bill, renumbered as HF 628.
- House File 313:
 - 02/22/2023 Subcommittee recommends passage.
- Senate Study Bill 1180:
 - 03/02/2023 Committee report approving bill, renumbered as SF 489.
- House Study Bill 161:
 - 03/06/2023 Committee report approving bill, renumbered as HF 629.
- House File 628:
 - 03/23/2023 Fiscal note.
 - 03/06/2023 Introduced, placed on calendar.
- [House File 629](#):
 - 04/13/2023 Amendment H-1249 filed
- [Senate File 489](#):
 - 04/04/2023 Subcommittee: Klimesh, Dickey, and Winckler.
 - 03/29/2023 Referred to Ways and Means. S.J. 710.

The Fiscal Note for House File 629 and Senate File 489 accompany this memo for reference and descriptive information. It is unclear if any of the remaining legislative bills still under consideration will be adopted. It appears unlikely that an outright ban of such systems would occur but it is difficult to determine what impact and restrictions would be placed on municipalities that operate an automated traffic enforcement should any of the bills were to be adopted. Some of the bills called for restricting such systems from primary and secondary state roads. Others required a portion of fees collected to be remitted to the state.

The City Attorney has reviewed the proposed agreement and provided redline revisions and comments on certain provisions of the agreement. Sensys Gatso has provided an updated agreement but may not completely address the City Attorney's comments. The City of Fort Dodge (January 2023) and the City of Marshalltown (October 2022) have recently approved similar agreements with Sensys Gatso. The agreement spells the fees associated with Sensys Gatso services during the agreement term:

"Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- *\$35 per paid violation*
- *In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each."*

Given the possibility of new legislation that may impact ATE systems, Sensys Gatso clarified that "slight modifications or requirements that do not adversely affect the parties would not be cause for termination. This could include slight changes in enforceable speed thresholds, a reasonable fine structure schedule, etc."

Additionally, staff inquired if the CPI adjustment is triggered will the cost be assessed retroactively to preceding three years? If state law changes how such systems are managed and where fines go, how does this section apply? For instance, if the state moves forward with requiring fines be remitted to the state, minus operating costs, the City cannot claw back funds it remitted to the State in prior years CPI adjustment would be imposed. I'd also have to check with our auditors if it impacts prior years financial statements we have to complete and submit to the state.

"Answer: No, the pricing adjustment would be triggered and only applied to invoicing moving forward. There would be no responsibility to claw back retroactively. The situation suggested about the fines being exclusively sent to the state would fall under the change in law provisions suggested above. This CPI increase only applies in the unlikely event that the CPI goes up 4% or more in three consecutive years or 12% cumulatively over a 3-year period. The CPI would be evaluated on the anniversary date of the contract term and only applied if the above conditions occurred."

It is important to point to out that there is not completely clear how implementing such system may impact the Police Department's operations or other City departments. Certified police officers will be required to review images and information pertaining to speed violations captured by the ATE system. If the 24-hour speed study recorded 1,395 potential violations and it were to take an officer 1-minute to review each image and information to validate the violation, it would take an officer approximately 23.25 hours to review all 1,395 violations.

The City Council should be aware that implementing such a program will likely require additional personnel if the reviewing requirement cannot be adequately performed with current staffing of certified officers in the Police Department. Additional administrative responsibilities and reporting would also be required of the Police Chief and other staff. Any contested or unpaid fines may also increase the workload of the City Attorney.

Should council proceed with authorizing an agreement with Sensys Gatso and the implementation of an ATE system, staff recommends revenues generated from fines be prioritized in the following manner:

1. Administration and operational cost associated with implementing and managing ATE system
 - a. This would include augmenting personnel.
2. Public Safety equipment
3. Public Safety operations
4. Other City departments and services supported by the General Fund.

The locations that would be considered for initial deployment of ATE cameras include:

- Highway 17 (near Closz Drive)
- Highway 20
- East Second Street
- 220 Street (near 2nd Street)

FINANCIAL IMPLICATIONS: Potential need for additional police officers depending on volume of citations needing to be processed. Also, any legal fees such as court and municipal infraction processing.

RESOLUTION NO. 2023 – xxx

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
AUTOMATED TRAFFIC ENFORCEMENT SERVICES WITH SENSYS GATSO GROUP**

WHEREAS the City of Webster City, Iowa, through the Police Department, enforces city ordinance traffic enforcement laws to enhance traffic safety in our community; and

WHEREAS the City identified a need for assistance with traffic enforcement services and reviewed Automated Traffic Enforcement (ATE) programs in other cities in Iowa; and

WHEREAS the Sensys Gatso Group operates Automated Traffic Enforcement systems and has agreements with multiple cities throughout Iowa; and

WHEREAS the City has selected and is prepared to enter into a contract with Sensys Gatso Group for the necessary professional services to implement Automated Traffic Enforcement Services in the City of Webster City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA AS FOLLOWS:

SECTION 1: Authorizes the City Manager to negotiate and execute an agreement for Automated Traffic Enforcement Services with Sensys Gatso Group.

Passed and adopted this 17th day of April, 2023

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Master Services Agreement

This Master Services Agreement is made on [REDACTED], 2023 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Webster City, an Iowa municipal corporation with a principal business address at 400 Second St., Webster City, IA 50595 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five (5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination by Sensys Gatso due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days’ prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of an automated traffic law program, the ability of the city to retain the fine revenue ~~or utilize the automated~~ enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the "Service Fees") within thirty (30) days of a receipt of an invoice therefore.
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will

be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by

its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account twice a month.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes

of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials,

Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients ("Program Materials"). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
 - b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c) any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written

notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the “Sensys Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnatee; or
- c) the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by Sensys Gatso’s failure to comply with the terms of the Agreement.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in

compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

Agreed to:

The City of Webster City, Iowa

By: _____
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

By: _____
Authorized Signature

Name: _____ Title: _____
Email: _____

Date: _____

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Webster City, Iowa (“Customer”) dated _____, 2023 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Adjustments for Equipment Downtime. ~~If an installed Speed Enforcement System is inoperative or needs repair due to knockdown, damage, or road construction, and such repair requires more than twenty (20) business days to complete, the city will be required pursuant to Section 1.1 shall pay service fees as calculated at fifty percent (50%) of the rolling twelve (12) month average of the Service Fees for that system for a period not to exceed six (6) months or until such repair is completed, whichever is earlier; provided, however, that such Service Fee adjustment shall not apply where the Customer is responsible in whole or in part for such delay. In such cases, Customer shall be responsible for 100% of the calculated service fee outlined above.~~ If an installed Fixed Speed Enforcement System is inoperative due to road construction, and such road construction renders a Fixed Speed Enforcement System inoperable for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the Fixed Speed Enforcement System was inoperable from such road construction

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1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increases 4% or more for three consecutive years or a cumulative 12% during a consecutive three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

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2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety

considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at the Customer's expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys

Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Sensys Gatso's receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

Master Services Agreement

This Master Services Agreement is made on [REDACTED], 2023 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Webster City, an Iowa municipal corporation with a principal business address at 400 Second St., Webster City, IA 50595 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five (5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.

1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.

1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.

1.4. Termination by Sensys Gatso due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days’ prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the "Service Fees") within thirty (30) days of a receipt of an invoice therefore.
- 2.2. Service Fees Payment.
- 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will

be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by

its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account twice a month.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes

of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials,

Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.

- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
 - b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c) any claim, action, or demand not caused by the Customer’s failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a “Claim”) in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written

notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the “Sensys Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnatee; or
- c) the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by Sensys Gatso’s failure to comply with the terms of the Agreement.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in

compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

Agreed to:

The City of Webster City, Iowa

By: _____
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

By: _____
Authorized Signature

Name: _____ Title: _____
Email: _____

Date: _____

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Webster City, Iowa (“Customer”) dated _____, 2023 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Adjustments for Equipment Downtime. If an installed Speed Enforcement System is inoperative or needs repair due to knockdown, damage, or road construction, and such repair requires more than twenty (20) business days to complete, the city will be required pursuant to Section 1.1 shall pay service fees as calculated at fifty percent (50%) of the rolling twelve (12) month average of the Service Fees for that system for a period not to exceed six (6) months or until such repair is completed, whichever is earlier; provided, however, that such Service Fee adjustment shall not apply where the Customer is responsible in whole or in part for such delay. In such cases, Customer shall be responsible for 100% of the calculated service fee outlined above.

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increases 4% or more for three consecutive years or a cumulative 12% during a three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

Commented [ZC1]: City would be responsible for paying Sensys Gatso when the system is not in use due to road construction or a driver hitting the pole, while not collecting a fee themselves? Both which would likely be out of the control of the City.

Commented [ZC2]: The City is not raising the fine amounts, so I don’t think this would work.

2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at ~~the Customer's~~Sensys Gatso's expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Sensys Gatso's receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

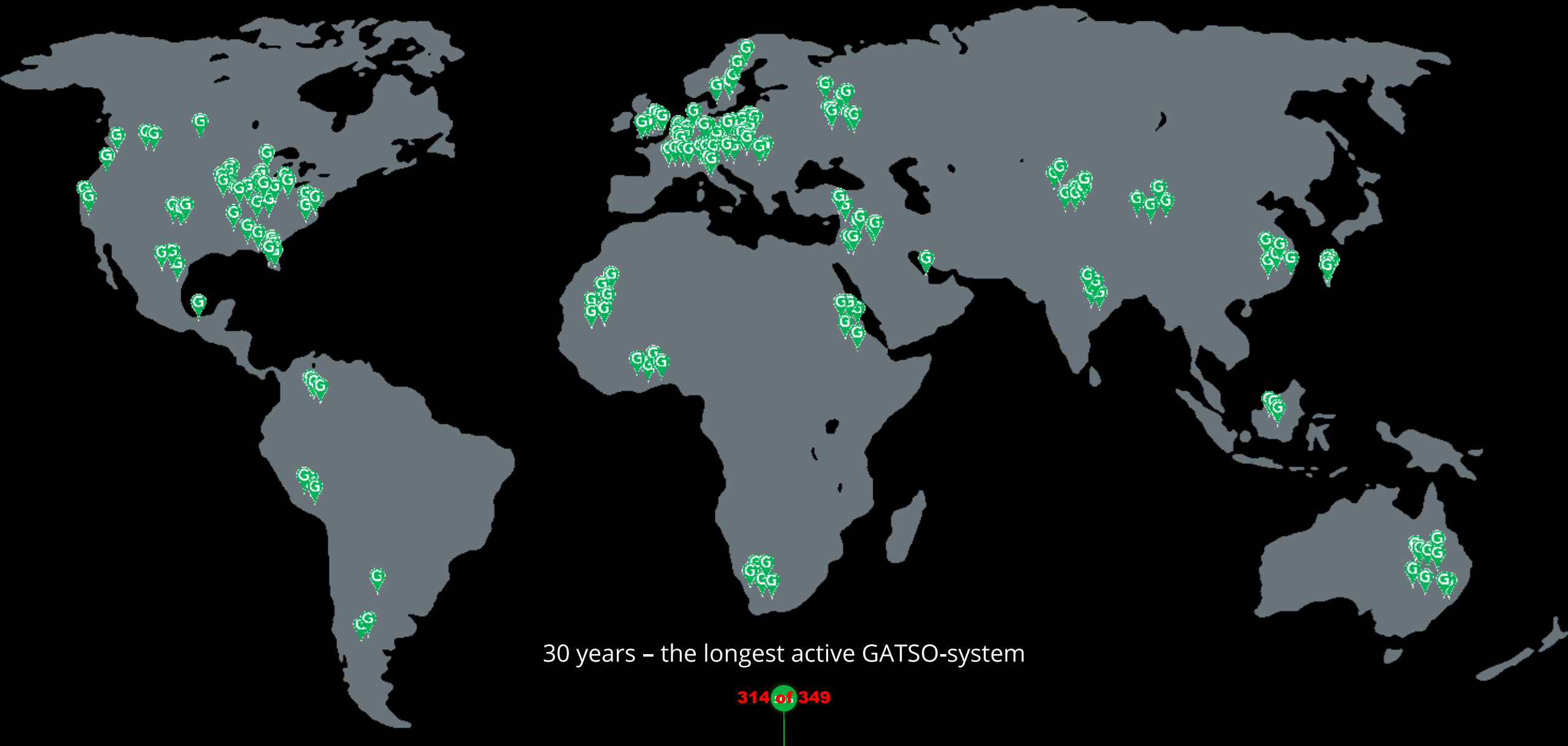
Commented [ZC3]: I think this goes for all the scenarios, regardless if they're installing a pole or not. We'd still need them to get necessary permits, etc.

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

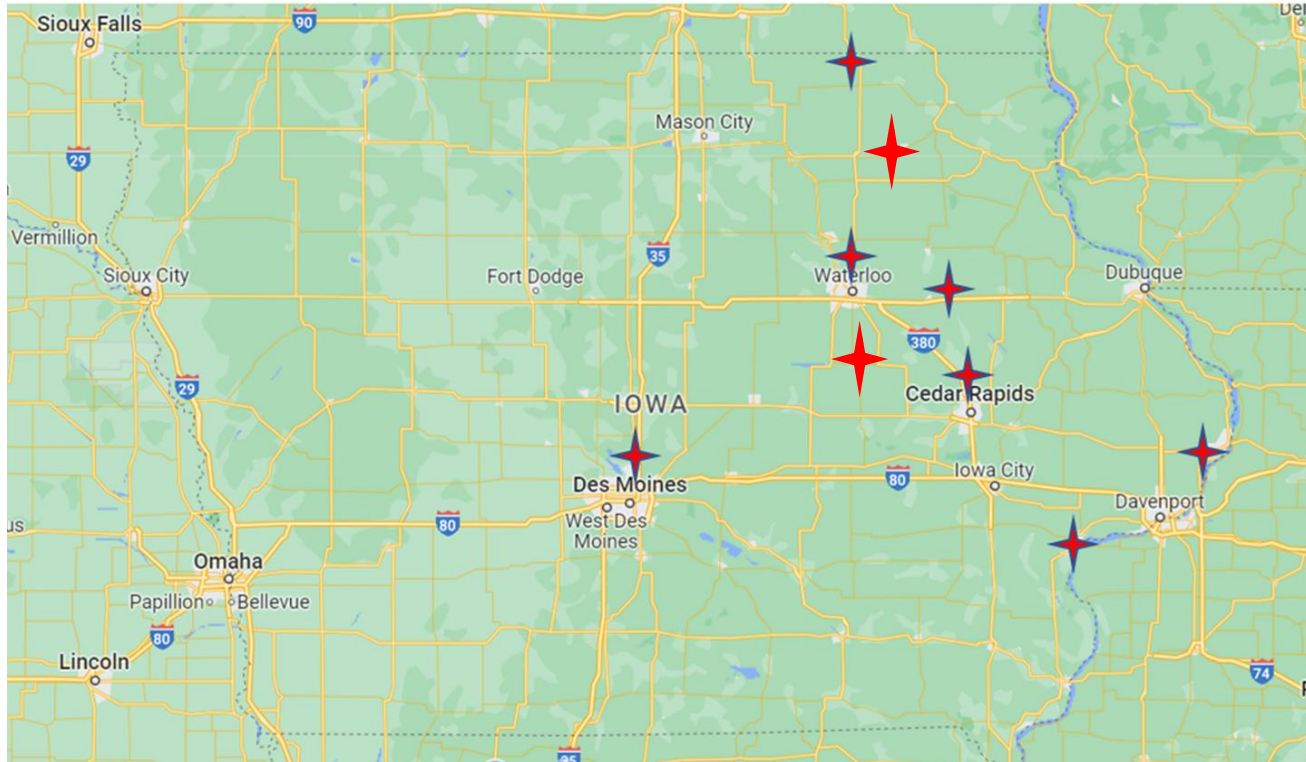


Webster City, IA Automated Enforcement Presentation

Over 62 Years +60,000 Installations



Our Commitment to Iowa



SGG Iowa Programs:

- ✓ LeClaire
- ✓ Cedar Rapids
- ✓ Des Moines
- ✓ Chester
- ✓ Waterloo
- ✓ Muscatine
- ✓ Oelwein
- ✓ Independence
- ✓ Marshalltown*

SGG Supported by:

PRICE
ELECTRIC



1,760,312 citations issued across Iowa programs
+60 systems installed in-state

IA-Based Support

Functional Readiness Tests:

- 1 - Daily, System Startup Test
- 2 - Daily Event Processor QA Checks
- 3 - 24/7 monitoring visibility
- 4 - Yearly required recertification of detection units



Our **NEW** centralized warehouse and engineering center in Marion, Iowa

Traffic Safety in Webster City



Since Jan 2017 there have been 573 crashes resulting in 233 injuries and 1 death according to IA DOT.

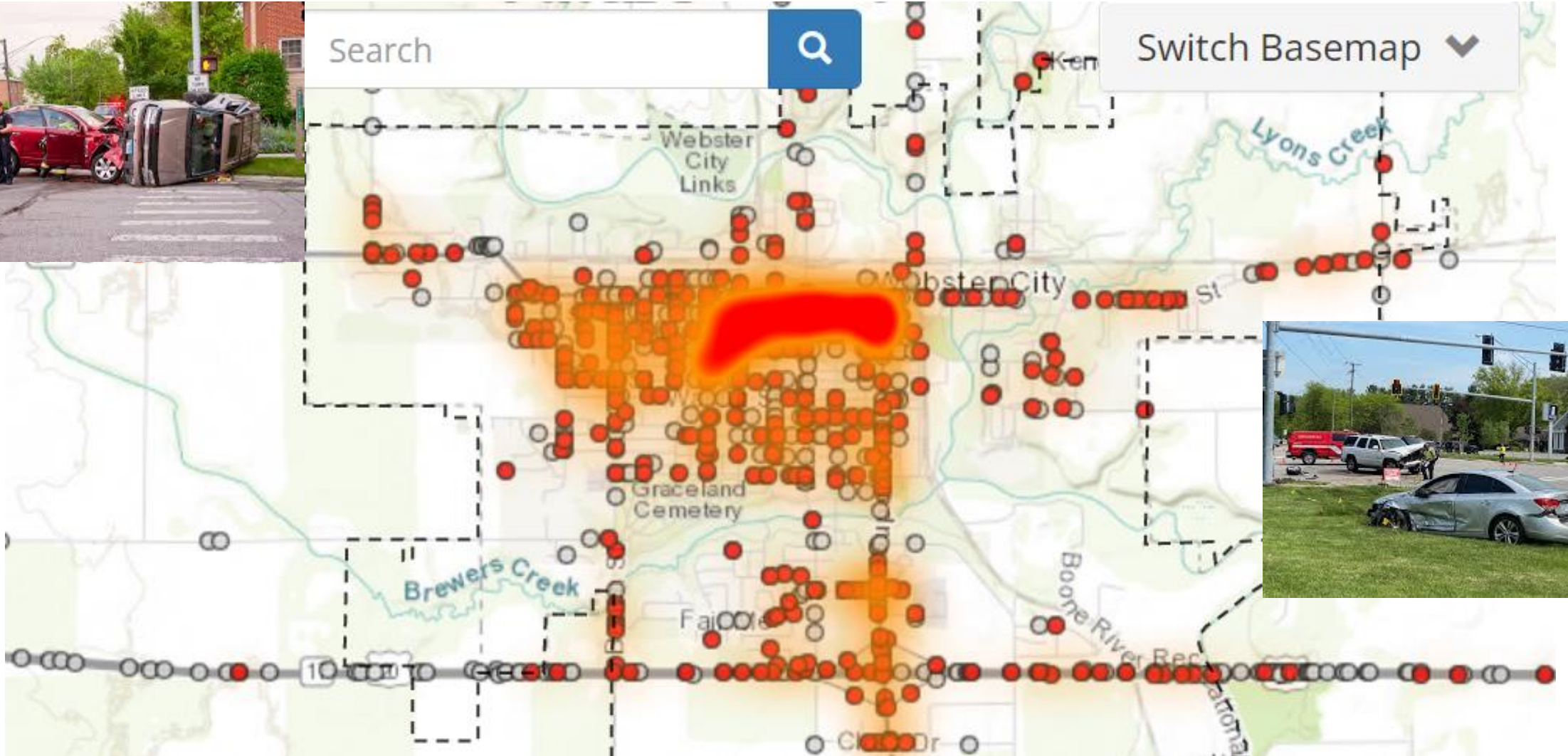
These crashes have resulted in property loss in excess of \$3 million

Crashes result in dangerous emergency responses and ties up police officers who could be addressing other public safety concerns.

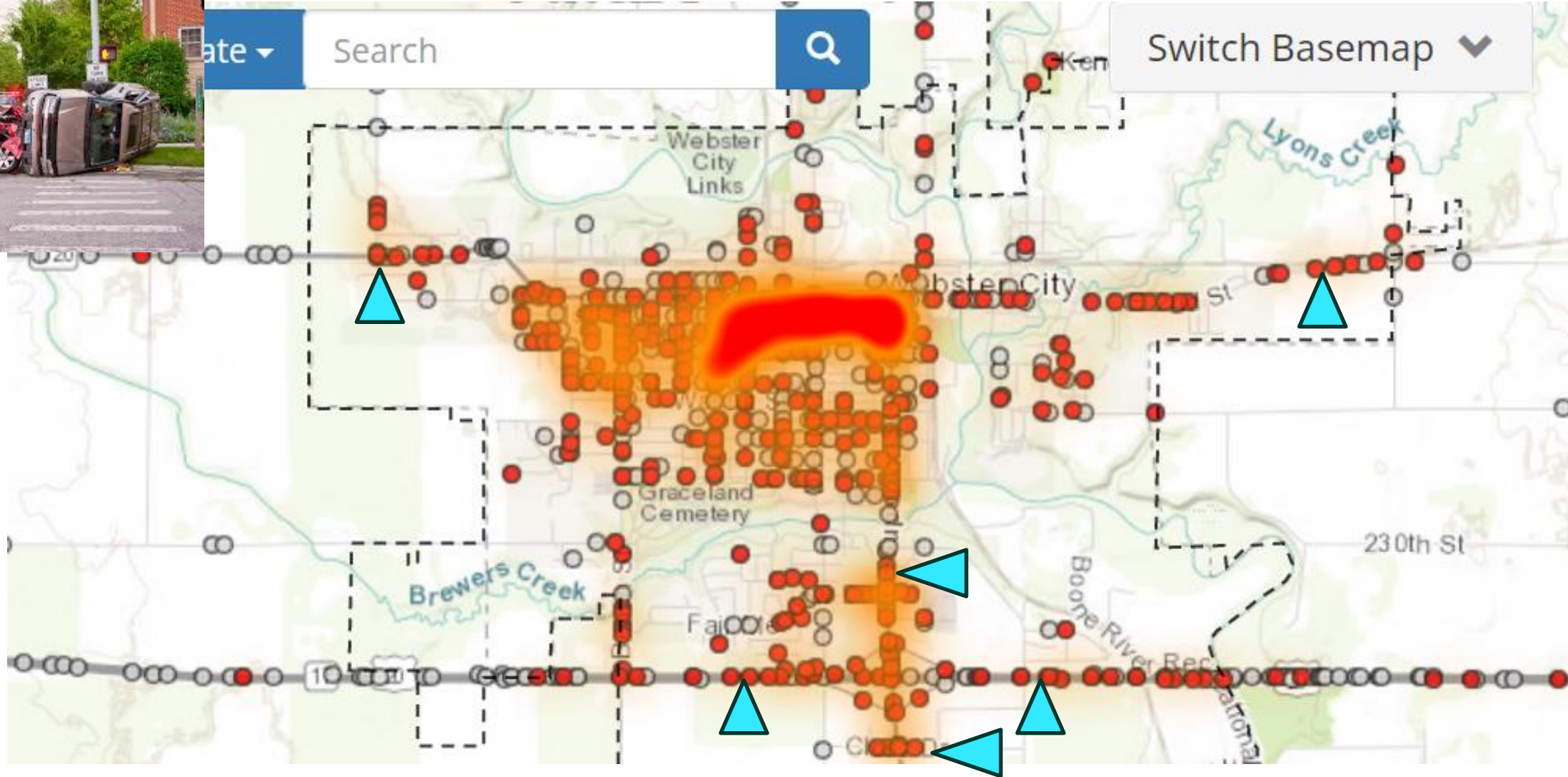
317 of 349



Traffic Safety in Webster City



Speed Study Loc



Speed Study Results



Location	Direction	Speed Limit	Vehicle Count	Violations	% of Traffic	Fastest Speed	>20 over
E. Second at Harris	EB + WB	35	2,115	848	40%	66-70 mph	153
220 th St. near 2 nd St	EB + WB	45	3,333	247	7.4%	81-85 mph	22
US 17 near Closz	NB + SB	55	3,839	142	3.6%	>90 mph	21
US 20 (East of X)	WB	65	5,603	104	1.9%	>90 mph	7
US 20 (West of X)	EB	65	5,195	43	.83%	81-85 mph	0
US 17 at Edgewood	NB + SB	35	6,209	11	.03%	75-80 mph	3

Automated Speed Enforcement is Effective



Automated speed enforcement (ASE) systems are an important element in speed management and can be a very effective countermeasure to prevent speeding-related crashes.

However, when used, ASE is a supplement to, not a replacement for, traditional enforcement operations. Advantages of ASE include: the ability to increase safety for law enforcement officers by implementing ASE in areas where traditional traffic stops are dangerous or infeasible due to roadway design, the ability to continuously enforce the speed limit, and reductions in traffic congestion sometimes caused by driver distraction at traffic stops.

Automated speed enforcement can substantially reduce speeding on a wide range of roads. IIHS studies of cameras on residential roads in Maryland, on a high-speed roadway in Arizona and on city streets in the District of Columbia **found that the proportion of drivers exceeding speed limits by more than 10 mph declined by 70 and 88 percent.**

Automated Red Light Enforcement is Effective



Effective and efficient “Force Multiplier”

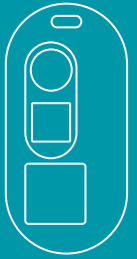
Red light cameras are an effective way to discourage red light running. Enforcement is the best way to get people to comply with any law, but it's impossible for police to be at every intersection. **Cameras can fill the void.**

An IIHS study found that cameras reduced the fatal red light running crash rate of large cities by 21 percent and the rate of all types of fatal crashes at signalized intersections by 14 percent.



TRaaS = Traffic Enforcement as a Service

1



**Hardware
Installation**

2



**Software
Event
Image
Processing**

3



**Customized
Citation
Issuance**

4



**IA-Specific
Violation
Management**

5



**IA-Specific
Customer
Service**

End to End Solution Delivery

Camera Systems

The most credentialed and accredited RLC & speed enforcement system in the industry

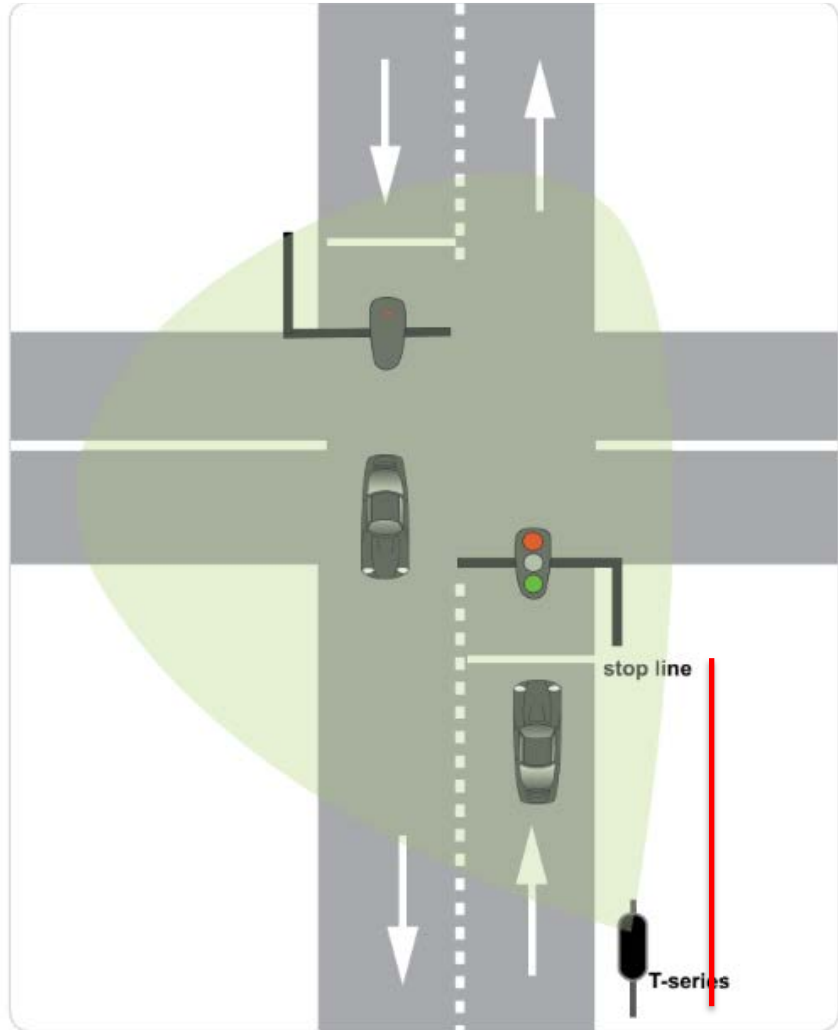
- Up to 6 lanes of speed & 5 lanes of red-light enforcement.
- Fully integrated – units capable of quick swap-out
- Designed, manufactured and serviced by Sensys Gatso.

- ✓ Utilization of our most powerful RT Series Radar
- ✓ Xenon & infrared flash units onboard
- ✓ 20-60 Megapixel evidence images
- ✓ 1080p live stream and recorded video

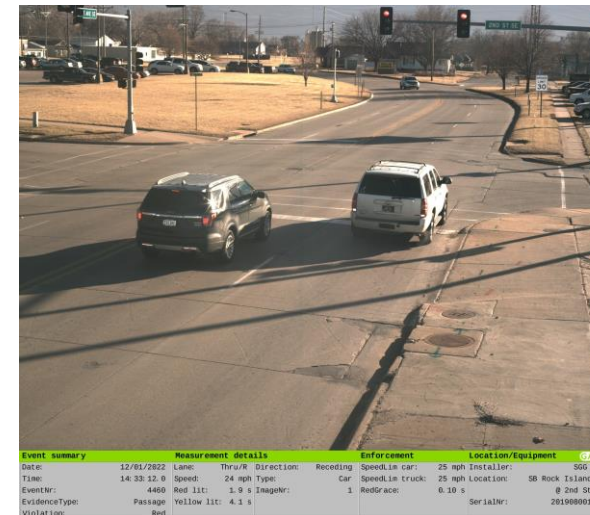
One System, **Multiple** Solutions...



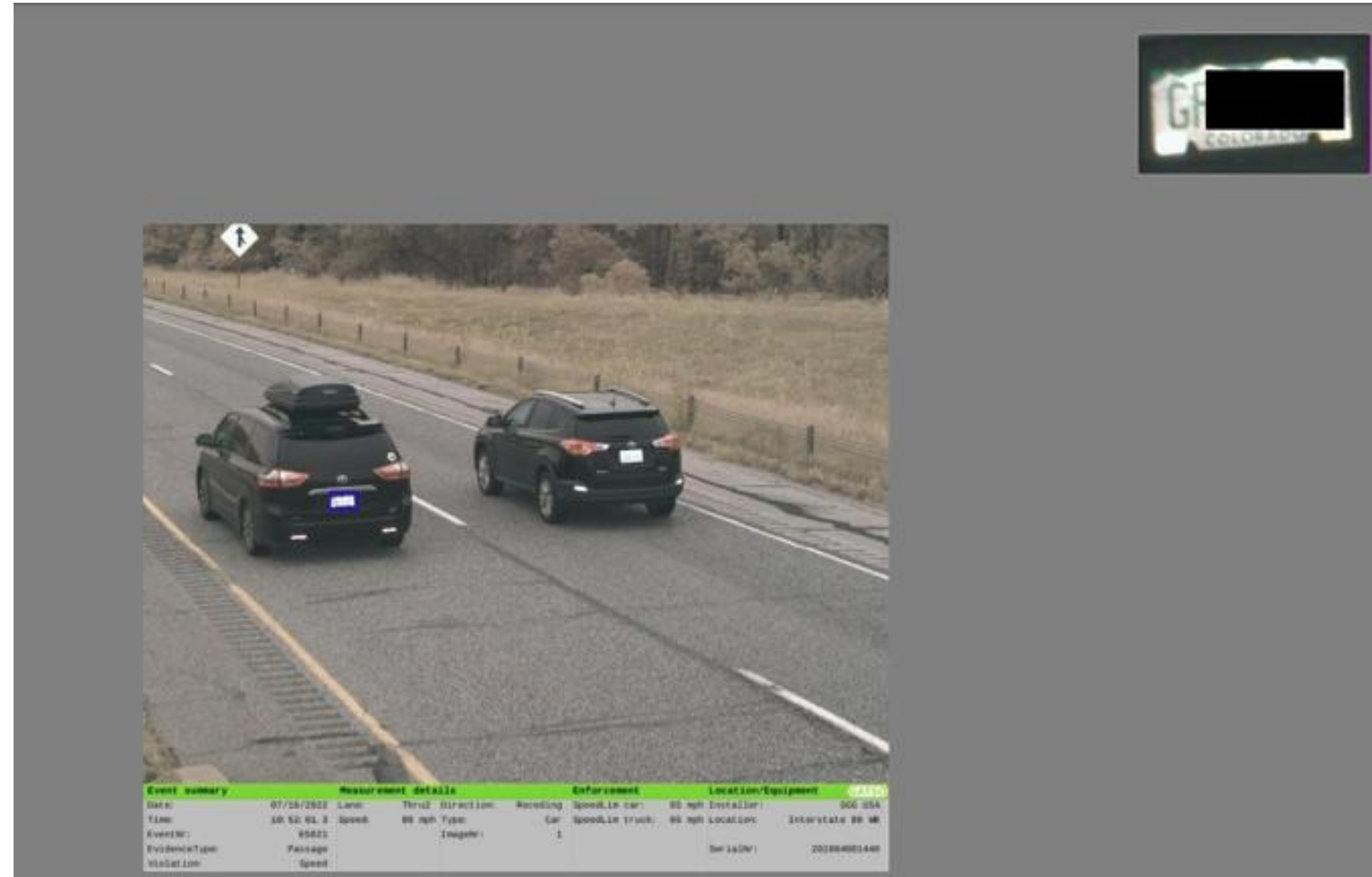
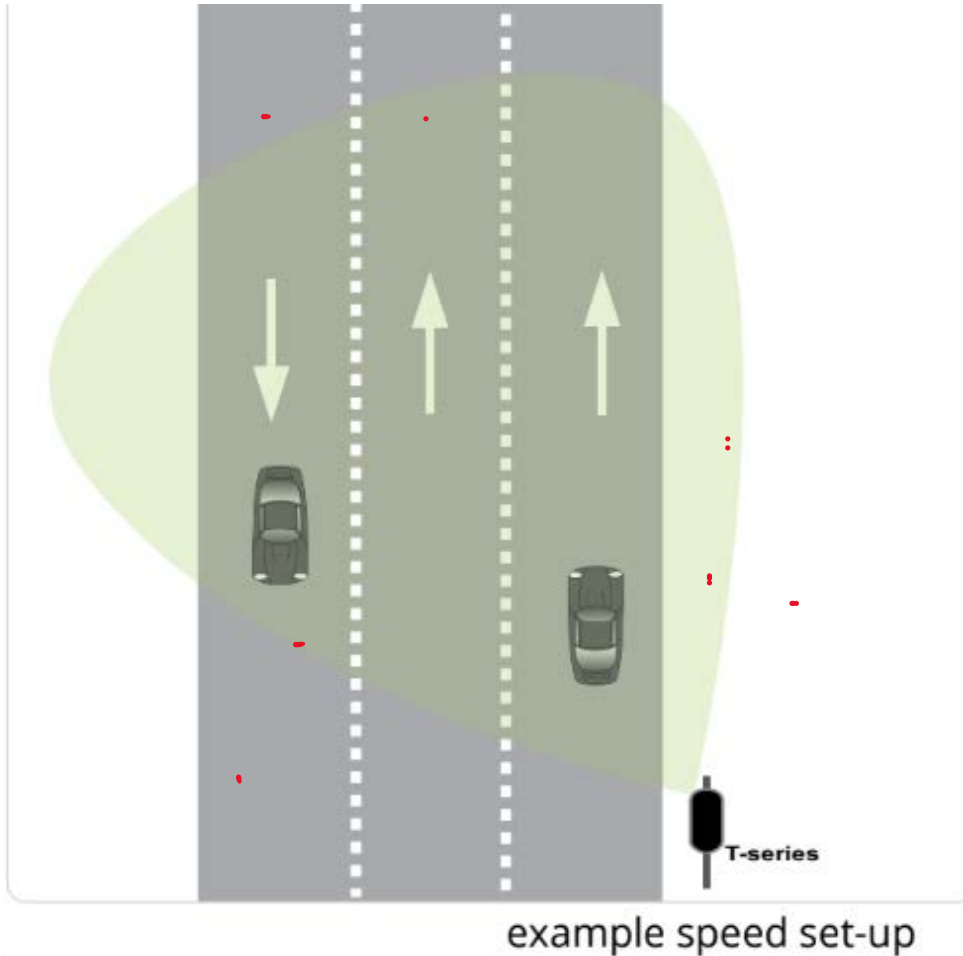
Red Light Systems



example red light set-up



Speed Systems



One System, **Multiple** Solutions...

Mobile Vehicle Speed Enforcement

- **Vehicle outfitted with a segregated S-series system**

- Custom configuration – Internal or external setup
- Web based interface – Intuitive system configuration
- Real-time system status monitoring
- Isolated cabin-based power – In-vehicle battery charging;
- Can be installed in city vehicle or SGG supplied unit



One System, **Multiple** Solutions...



Handheld Speed Enforcement

LIDAR Hand-Held System



- **High magnification**
Plate identification from up to 450ft with HD still images
- **Versatile setup**
Tripod, hand-held or in-vehicle usage
- **Seamlessly integrated with SGG Xilium Backoffice**

XILIUM Backoffice

Web-based Processing Software



- ✓ Intuitive Access-Controlled Workspace
- ✓ Total Program Control
- ✓ Instant Reporting Access
- ✓ Payments Management
- ✓ Hearings Management



Fully Configurable

XILIUM Reporting

Data Reports & Graphical Reports

Reports

CITATIONS

Issued Citations

Issued Citations By Approach

Undeliverable Citations Report

MANAGEMENT

Trial Docket

Operator Violation Activity (Summary)

Hearing Result

Contested Citations

Operator performance

Printed Items

Cancelled citations

FINANCIAL

Collections Report

All Citations

Daily Transactions

Paid Citation Transactions

Paid Citations

Convenience Fee Paid

0\$ Citations

Partial Payments Citations

VIOLATIONS

City/County Vehicles

Citations From Captured Violations By Approach

Citations From Captured Violations

All Events

All Violation Events Detail

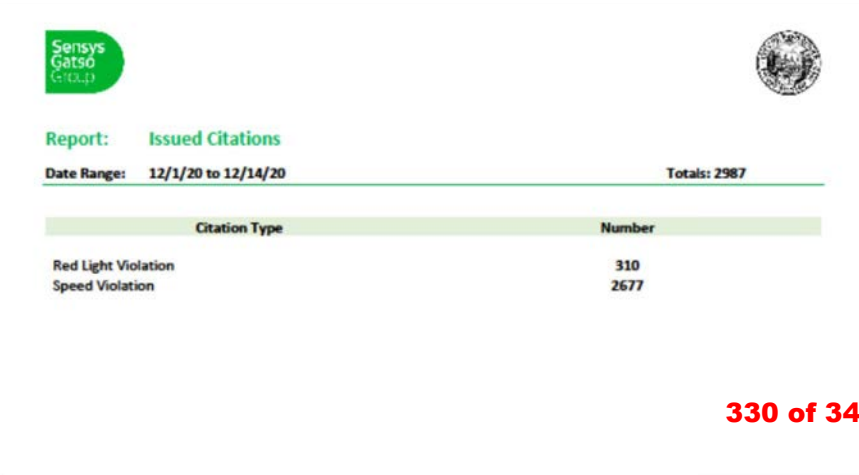
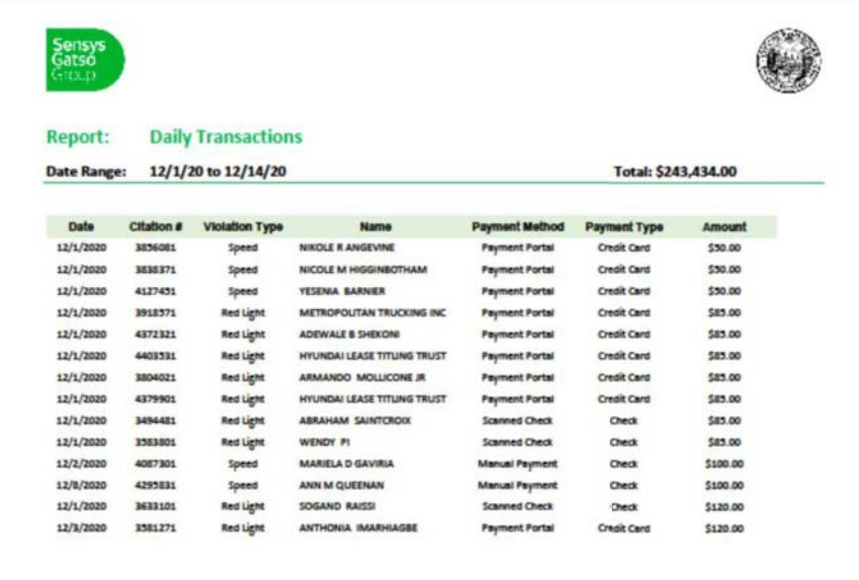
All Violation Events Summary

All Violation Statistics By Date

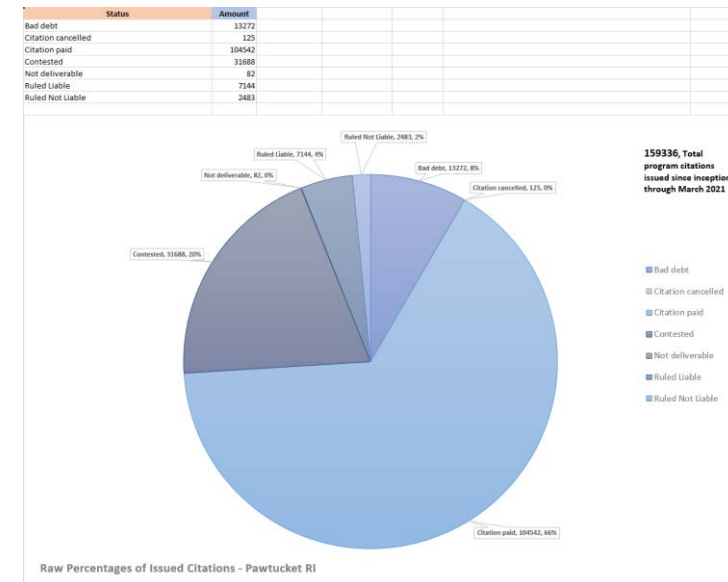
Rejected Violations

Rejection Reasons

Accessible Analytic Reports



Flexible Program Reporting



Xilium Reporting Capabilities

- ✓ Operational
- ✓ Management
- ✓ Financial
- ✓ Citations

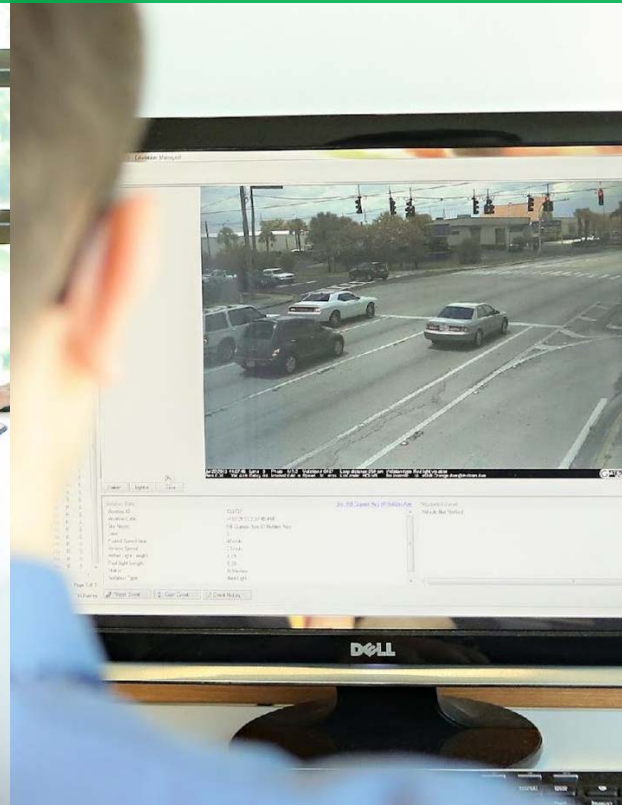
Fast & Efficient: Event Capture to Citation



An event is captured by our photo enforcement system.



Event is assessed by the Sensys Gatso Processing Team.



LEOs review the potential violations and approve/reject.



Approved citations are produced, stored and mailed

Police Review of an Event

[illegible]

Image Quality

Sitecode	Date	Time	Distance	Pic	Type	Lane	Class
10088	2021-04-14	09:27:01.1	- m	038B	<	3	S
Radar ID	Speed	Sign Speed	Sign Speed L.	Direction			
71B6C51B0000	24.4 km/h	80 km/h	80 km/h	Arriving			
Elap t.							
3.6 s							



Image Quality

Mätplats	Datum	Tidpunkt	Mätplatsnamn	Kommun	Operatör
00000000	2022-05-16	11:03:15			
Radar ID	Skyltad hastighet	Rapporterad hastighet	Riktning	Uppmätt avstånd	
E78AC51B0000	90 km/h	202 km/h	Kommande	15 m	
Radarn är kontrollerad och godkänd t.o.m. 2023-06-06					





Citation Notices: Custom to Program

Notices Types

- First Notices
- Second Notices
- Contest Documents
- Court Rulings
- Other Correspondence

NOTICE OF AUTOMATED TRAFFIC CITATION
AUTOMATED ENFORCEMENT PROGRAM- SPEEDING VIOLATION
Generated on: MMDD/YYYY

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Cedar Rapids Code Sec. 61.138(c)(2)
Pursuant to § 61.138(c)(2) of the municipal code of the City of Cedar Rapids, Iowa, a civil penalty between \$25 and \$750 may be imposed upon a vehicle owner if the owner's vehicle violates a speed limit. The Automated Traffic Enforcement program uses radar to detect such occurrences, and records them as evidence of the traffic code violation.

You are receiving this Notice of Automated Traffic Citation because you have been identified as the owner of the vehicle pictured on this notice and described below, under the heading "Infraction Evidence and Plate Information." As also detailed more fully below, your vehicle was detected violating a speed limit. By visiting the website www.viewcitation.com and using the citation number and PIN set forth below, you may find a link to Cedar Rapids Code § 61.138 and review any recorded images of the violation. For some violations, only still photos are captured, while for others, moving images are captured. In addition, the back of this Notice provides information about how to pay the civil penalty for the violation or challenge the issuance of this citation. Within 30 days from date on which this Notice was generated (shown at the top of this page), you should either pay the penalty, request that a municipal infraction be filed with the Court, or submit a written challenge on a form found at www.cedar-rapids.org.

If you do not take action within 30 days from the date shown at the top of this Notice, as set out on the back of this Notice, the City may file a municipal infraction against you, which could result in a court judgment against you for filing fees and court costs in addition to the civil penalty stated in this notice.

YOU ARE ENCOURAGED TO REVIEW CEDAR RAPIDS MUNICIPAL CODE § 61.138. NOTE: A VIOLATION OF CEDAR RAPIDS CODE § 61.138 IS NOT A MISDEMEANOR FOR ANY PURPOSE, INCLUDING INSURANCE RATES. PAYMENT OF THE CIVIL PENALTY CONSTITUTES FINAL DISPOSITION FOR THE VIOLATION LISTED BELOW.

First Last
123 Any Street
City Name, State XXXXX
US

Infraction Evidence & Plate Information

Citation #: XXX-XXXXXXX
Pin #: XXXXXX
Date: MMDD/YYYY
Time: XX:XX PM
Location: XXXXXXXX

Make: CHEV
Model: PICKUP
Posted Speed: NA
Vehicle Speed: 14 MPH
Plate Number: XXXXXXXX

To View Evidence of Your Violation and Make a Payment Visit
www.viewcitation.com

Questions about this Citation? Contact the Citations Processing Center at: 1-877-468-4912, M-Th (8:00am - 8:00pm) F (8:00am - 6:00pm) E.S.T.

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Citation Number
XXX-XXXXXXX
Plate Number
XXX-XXXXX

AMOUNT DUE
\$XXX.XX
DATE DUE
MMDD/YYYY

Make check or money order payable to:
City of Cedar Rapids

Mail payments to:
CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

First Last
123 Any Street
City Name, State XXXXX
US

001420130420001100001366354432

CITY OF CEDAR RAPIDS
ADMINISTRATIVE HEARING
AUTOMATED TRAFFIC ENFORCEMENT PROGRAM

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

City of Cedar Rapids, Petitioner
v.
[First Last]
Citation # XXXXXXXXXX
Decision and Order

Liable for Payment

First Last
123 Any Street
City Name, State XXXXX
US

This matter coming for hearing, notice having been given and the Administrative Body being fully advised in the premises, having considered any motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this Administrative Body finds by a preponderance of the evidence and rules as follows:

Ruling	Date of Violation	Type of Violation	Civil Penalty
Liabe	07/07/2015 at 09:05 AM	Automated Speed Enforcement	\$75.00

Disposition Reason:
Evidence viewed and found liable by hearing officer.

JUDGMENT TOTAL: \$75.00

Failure to pay the total amount specified by 10/09/2015 will result in the possible imposition of further fees, collection efforts and legal action. This ruling constitutes the final administrative decision by the City of Cedar Rapids.

Payment options are on the back of this document.

If you have any questions please call 1-877-468-4912 M-Th (8:00am - 8:00pm) F (8:00am - 6:00pm) E.S.T.
[First Last]
Administrative Hearing Officer

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Citation Number
012.0002288511
Plate Number
253 DVV

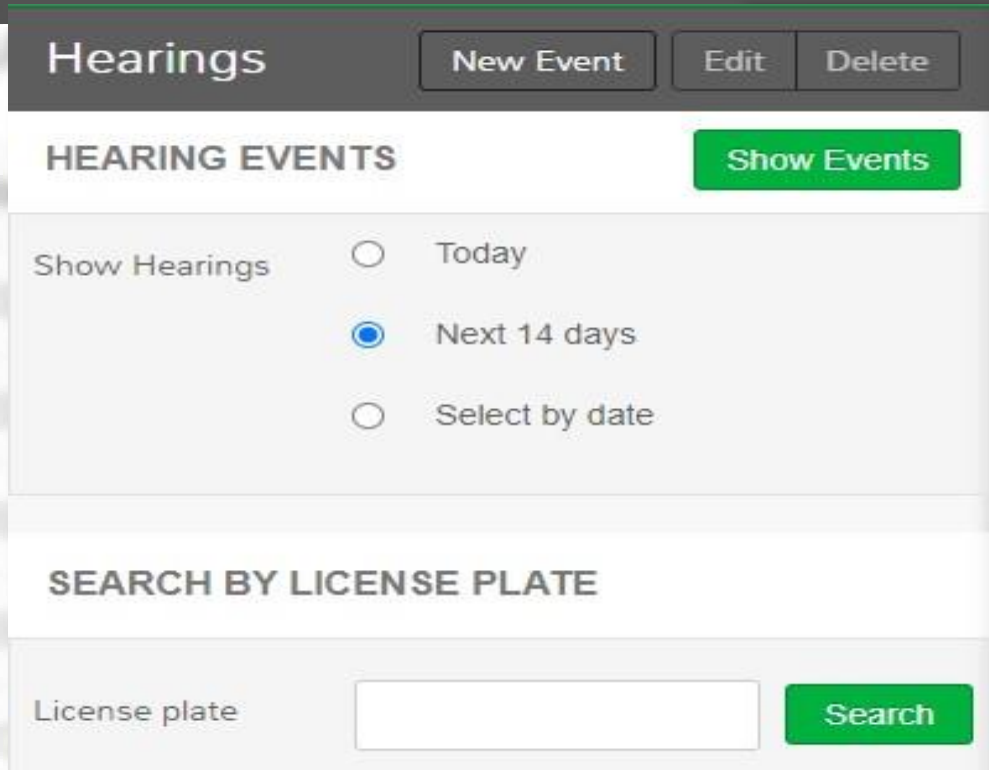
AMOUNT DUE
\$75.00
DATE DUE
10/09/2015

Make check or money order payable to:
The City of Cedar Rapids

Mail inquiries to:
CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

First Last
123 Any Street
City Name, State XXXXX
US

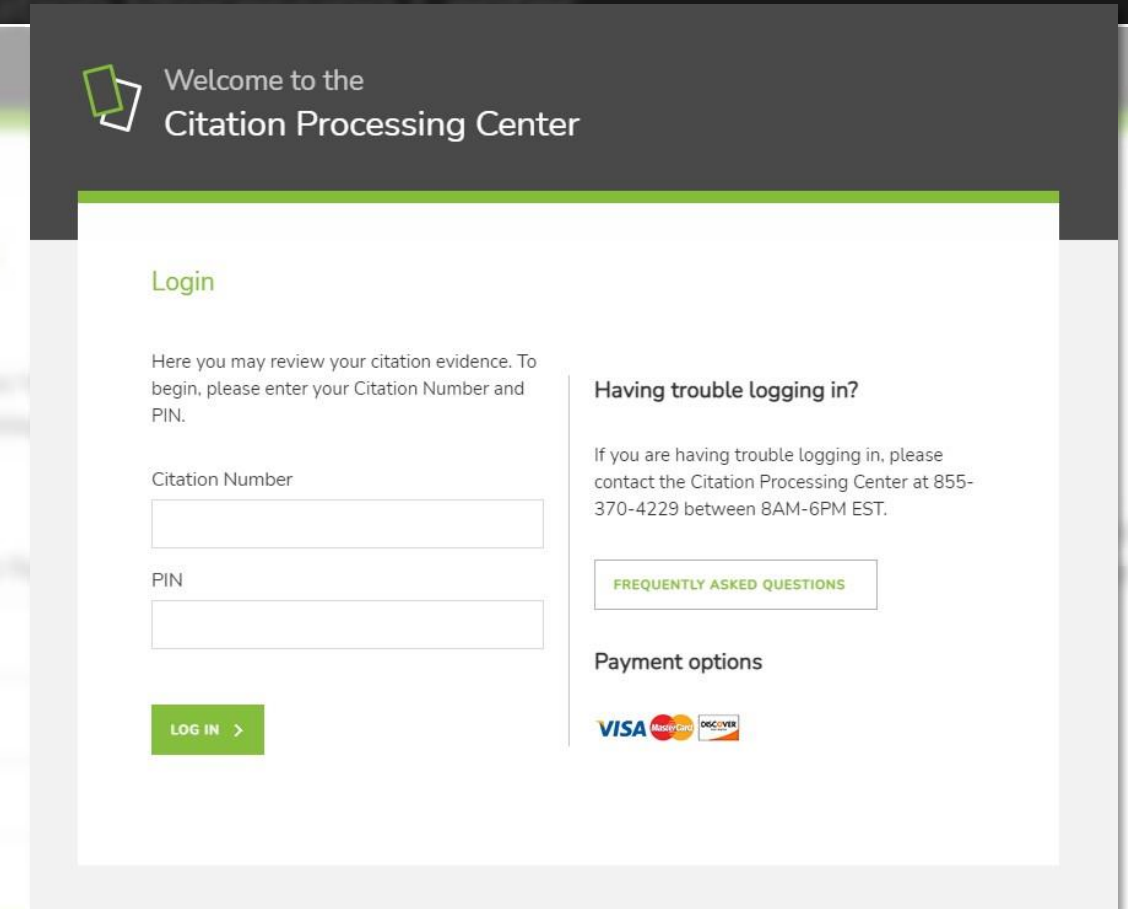
Hearing Manager



The screenshot shows the 'Hearings' section of a web application. At the top, there are three buttons: 'New Event', 'Edit', and 'Delete'. Below this is a 'HEARING EVENTS' section with a green 'Show Events' button. Underneath, there are three radio button options for 'Show Hearings': 'Today', 'Next 14 days' (which is selected), and 'Select by date'. Below these options is a 'SEARCH BY LICENSE PLATE' section with a text input field for the 'License plate' and a green 'Search' button.

- Schedule hearings in accordance with program's availability
- In-Person or By-Mail hearing capabilities
- Reschedule hearing times as necessary

Citizen Payment Portal



The screenshot shows the 'Citizen Payment Portal' interface. At the top, there is a green icon of two overlapping rectangles and the text 'Welcome to the Citation Processing Center'. Below this is a 'Login' section with a green header. The text reads: 'Here you may review your citation evidence. To begin, please enter your Citation Number and PIN.' There are two input fields: 'Citation Number' and 'PIN'. Below these fields is a green 'LOG IN >' button. To the right of the login fields, there is a section titled 'Having trouble logging in?' with the text: 'If you are having trouble logging in, please contact the Citation Processing Center at 855-370-4229 between 8AM-6PM EST.' Below this text is a green button labeled 'FREQUENTLY ASKED QUESTIONS'. At the bottom right, there is a section titled 'Payment options' with logos for VISA, MasterCard, and Discover.

- Ease of access for citizens to review personal violation evidence
- Self-contest functionality
- Credit card payment verification

Commitment to Customer Service

- IA-based Project/Implementation Manager (Phil Sargent)
- Account Manager (Mark Devich)
- Maintenance/Engineering team and supplies based in Marion, IA
- IA-based Construction Subcontractor
- Dedicated Customer Service Support Team
- Police Training
- Violator Call Center
- On-Line Violation Review and Payment Portal
- Court Hearing Scheduler
- Record/Data Archiving
- Customized Reports-Annual Reports



Community Awareness



- **Town Hall Meetings**
- **Strategic Community Partners**
- **Social Media**
- **Website**
- **Brochures**
- **Program progress updates**
- **Program start up announcement**
- **Warning period**
- **Signage**

City Effort For Managing Program

Sensys
Gatso
Group

Deployment of
Mobile
Solution(s)

Officer Review
of Violations

Administrative
Hearings

Issuance of
Municipal
Violations (non-
response)

Citizen Inquiries

Staffing Needs

Nationwide, our fixed speed systems generate on average 450 reviewable incidents per month.

Assuming that an officer reviews 3 per minute for 50 minutes per hour. It would take about 3 staff-hours per month per system to review and process the violations.

Cost of Program

Sensys
Gatso
Group



No upfront costs



Violator funded through paid notices



Fees generally \$35-\$40 per paid violation based upon enforcement solution(s) and size of program



License Plate Recognition





A TRUE IOWA PARTNERSHIP

No Upfront Cost

Fully Turnkey

Local
Program Operations

Enhanced Traffic
Technology

Dedicated to
Community Safety

Fiscal Note

Fiscal Services Division



HF 629 – Automated Traffic Enforcement Systems, Primary Roads (LSB2142HV)
Staff Contact: Maria Wagenhofer (515.281.5270) maria.wagenhofer@legis.iowa.gov
Fiscal Note Version – New

Description

[House File 629](#) regulates the use of automated traffic enforcement (ATE) systems by local authorities on the primary road system and prohibits the use or ownership of any ATE devices by the Iowa Department of Transportation (DOT). The DOT is also prohibited from receiving any financial payment from ATE systems.

Prior to utilizing an ATE on the primary road system, a local jurisdiction must receive approval from the DOT through submittal of a justification report that details the need for an ATE system based on a variety of factors as detailed in the Bill. The DOT must approve or deny ATE system requests within 90 days of receiving a completed justification report. The DOT must post the local jurisdiction's request and justification report on its website.

The Bill establishes the location and method that ATE systems may be installed and requires local jurisdictions to post signs in advance of locations where ATE systems are in use. ATE systems must be calibrated quarterly for fixed locations and prior to use for mobile ATE systems. ATE systems must be used in conjunction with conventional law enforcement methods and not as a replacement.

On or before May 1 each year, a local jurisdiction with an ATE system must evaluate the effectiveness of the system and report the finding to the DOT. The DOT must review the annual reports and determine whether continued use of the ATE system is justified. A local jurisdiction may appeal a decision made by the DOT.

Background

As of March 2022, the Legislative Services Agency (LSA) is aware of 19 cities and towns in Iowa that operate an ATE system or systems, including Sioux City, Cedar Rapids, Davenport, Muscatine, Fort Dodge, Council Bluffs, Des Moines, Waterloo, Fayette, West Union, LeClaire, Strawberry Point, Hudson, Chester, Buffalo, Bellevue, Miles, Independence, and Oelwein. Data is not available at this time regarding the use of ATE systems in additional cities or towns. As of March 4, 2023, the LSA obtained data from Davenport, Des Moines, Muscatine, and Cedar Rapids regarding their current ATE systems. Oelwein and Hudson recently implemented ATE systems and do not have a full year of data.

Table 1 provides data obtained by the LSA on the number of ATE devices, base cost per violation, vendors' share of revenues, and local authorities' share of revenues for the last full fiscal year. **Table 2** provides the number of ATE systems used by local authorities on primary roads.

Table 1 — FY 2022 Estimated Violations and Revenues from ATE Devices

Local Authority	Number of Mobile ATEs	Total Number of Operating ATEs	Number of Violations Issued	Number of Violations Collected	Base Fine Per Violation*	Vendor Revenue	Local Authority Revenue
Cedar Rapids	2	19	187,575	108,557	\$ 75	\$2,439,845	\$ 8,307,136
Council Bluffs	0	15	17,059	10,083	100	381,482	712,696
Davenport	4	18	43,327	21,357	65	647,671	1,720,046
Des Moines	2	11	116,918	76,960	65	1,735,109	3,267,303
LeClaire	1	5	79,922	69,341	50	2,323,790	2,428,840
Muscatine**	1	9	12,177	7,590	75	208,224	474,695
Sioux City	2	9	9,775	4,038	100	264,240	169,376

* Lowest violation amount. Actual violation amounts may increase depending on miles over the legal speed limit.

** Figures provided for Calendar Year 2022.

Source: Local authorities

Table 2 — Local Use of ATEs on Primary Roads

Local Authority	Number of Stationary ATEs on Primary Roads	Mobile ATEs Utilized on Primary Roads
Cedar Rapids	14	No
Council Bluffs	2	No
Davenport	11	Yes
Des Moines	4	No
LeClaire	4	Yes
Muscatine	2	No
Sioux City	2	Yes

Assumptions

The impact of House File 629 on the continued use of ATE systems already in operation on primary roads is unknown.

Fiscal Impact

The fiscal impact, if any, to local governments is unknown at this time. **Table 3** shows each city's use of ATE system revenue.

Table 3 — Local Uses of ATE System Revenue

Local Authority	Uses
Cedar Rapids	Public safety positions, equipment, and programs
Council Bluffs	General Fund
Davenport	General Fund
Des Moines	Des Moines Public Safety Radio System and Iowa Statewide Interoperable Communications System
LeClaire	General Fund
Muscatine	Police department personnel costs
Sioux City	Public safety expenses

Sources

Local authorities
Iowa Department of Transportation
Legislative Services Agency analysis

/s/ Jennifer Acton

March 23, 2023

Doc ID 1370776

The fiscal note for this Bill was prepared pursuant to [Joint Rule 17](#) and the Iowa Code. Data used in developing this fiscal note is available from the Fiscal Services Division of the Legislative Services Agency upon request.

www.legis.iowa.gov

Fiscal Note

Fiscal Services Division



SF 489 – Traffic Cameras (LSB2506SV)

Staff Contact: Maria Wagenhofer (515.281.5270) maria.wagenhofer@legis.iowa.gov

Fiscal Note Version – New

Description

Senate File 489 regulates the use of automated or remote systems for traffic law enforcement (ATE system). “Automated or remote system for traffic law enforcement” is defined in the Bill as a camera or other optical device designed to work in conjunction with an official traffic control signal or speed measuring device to identify motor vehicles operating in violation of traffic laws, the use of which results in the issuance of citations sent through the mail or by electronic means. The Bill provides that local authorities must hold a valid permit from the Iowa Department of Transportation (DOT) before using an ATE system. The DOT is authorized to determine whether a system is appropriate and necessary and the least restrictive means to address the traffic safety issues at a location. The Bill details a list of requirements that must be included in an application for a permit.

Local authorities are only authorized to use an ATE system for the following violations:

- Failure to yield or stop at an intersection controlled by a traffic-controlled signal.
- Failure to yield or stop at a railroad crossing.
- Exceeding the speed limit by more than 10 miles per hour.

Local authorities may only issue warnings for violations detected by a mobile system. Local authorities must have permanent signs giving notice of the systems at least 500 feet but not more than 1,000 feet along the approach of a highway where a system is used. These signs must be erected at least 30 days before a system enforces violations. The Bill requires a local authority to submit to the DOT and post on the local authority’s Internet site an annual report that details the number of traffic collisions and accidents, the number of citations issued, and any other relevant information about the location where a system is in use. The Bill also provides requirements for the installation and maintenance of an ATE system, including the requirement for a monthly calibration of a system.

Local authorities are required to review and approve a recorded photograph or video of a violation captured by a system before a citation is issued. With the exception of excessive speed violations, scheduled fines must not exceed the amounts under Iowa Code section **805.8A**. For excessive speed violations detected by a system, the citation amount must not exceed \$50 for speeds between 10 miles and 20 miles per hour over the limit, \$75 for speeds between 20 miles and 30 miles per hour over the limit, and \$250 for speeds greater than 30 miles per hour over the limit. These amounts are doubled if the violation occurred in a road work zone.

Senate File 489 requires the local authority to remit 10.0% of moneys collected, minus the installation and maintenance costs of the system itself, to the Road Use Tax Fund (RUTF).

If a local authority currently uses an ATE system, the Bill requires the local authority to submit a list of the system locations and justifications for the ATE system as required under the Bill to the

DOT by April 1, 2023. The DOT may issue a permit to the local authority. If a local authority does not receive a permit from the DOT by July 1, 2023, the local authority must cease operating an ATE system. If a local authority uses an ATE system for the first time on or after April 1, 2023, the DOT must not issue the local authority a permit before July 1, 2025. Division II related to existing systems takes effect upon enactment.

Background

As of March 2022, the Legislative Services Agency (LSA) is aware of 19 cities and towns in Iowa that operate an ATE system or systems, including Sioux City, Cedar Rapids, Davenport, Muscatine, Fort Dodge, Council Bluffs, Des Moines, Waterloo, Fayette, West Union, LeClaire, Strawberry Point, Hudson, Chester, Buffalo, Bellevue, Miles, Independence, and Oelwein. Data is not available at this time regarding the use of ATE systems in additional cities or towns. As of March 10, 2023, the LSA obtained data from Cedar Rapids, Council Bluffs, Davenport, Des Moines, LeClaire, Muscatine, and Sioux City regarding their current ATE systems. Oelwein and Hudson recently implemented ATE systems and do not have a full year of data. **Table 1** provides data obtained by the LSA on the number of ATE systems, base cost per violation, vendors' share of revenues, and local authorities' share of revenues for the last full fiscal year.

Table 1 — FY 2022 Estimated Violations and Revenues from ATE Systems

Local Authority	Number of Mobile ATEs	Total Number of Operating ATEs	Number of Violations Issued	Number of Violations Collected	Base Fine Per Violation*	Vendor Revenue	Local Authority Revenue
Cedar Rapids	2	19	187,575	108,557	\$ 75	\$2,439,845	\$ 8,307,136
Council Bluffs	0	15	17,059	10,083	100	381,482	712,696
Davenport	4	18	43,327	21,357	65	647,671	1,720,046
Des Moines	2	11	116,918	76,960	65	1,735,109	3,267,303
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Muscatine	1	9	12,177 **	7,590	75	208,224	474,695
Sioux City	2	9	9,775	4,038	100	264,240	169,376

* Lowest violation amount. Actual violation amounts may increase depending on miles over the legal speed limit.

** Figures provided for Calendar Year 2022.

Source: Local authorities

The RUTF is the primary source of funding for construction, maintenance, and administration of Iowa's highways. RUTF revenue is collected by the State Treasurer and distributed to the DOT, counties, and cities by formula. Currently, 47.5% is allocated to the DOT for primary roads, 24.5% to counties for secondary roads, 8.0% to counties for farm-to-market roads, and 20.0% to cities, after other distributions and appropriations are taken off the top.

Assumptions

- Many local jurisdictions will be required to reduce the amount of a single citation for speeding violations as provided in the Bill. For the purposes of this **Fiscal Note**, it is estimated that revenue collected by local authorities would decrease by 25.0% as a result of the lower violation amounts.
- It is assumed that the local authority revenue collected annually by mobile units equals the number of mobile ATE systems that a local authority has as a percentage of the total number of operating ATE systems.
- Installation and maintenance costs of an ATE system is assumed to include the vendor costs. Therefore, the 10.0% of moneys collected is applied only to the local authority revenue.
- For the purposes of this **Fiscal Note**, it is assumed that all cameras currently in operation and on which the LSA has collected data will be authorized to continue in operation.

Fiscal Impact

Senate File 489 is estimated to decrease revenue to local authorities. The full fiscal impact of the Bill cannot be estimated. However, **Table 2** includes estimates for the seven cities that provided data to the LSA. **Table 3** shows each city's use of ATE system revenue.

Table 2 — Estimated Annual Loss in Revenue to Local Authorities as Compared to FY 2022

Local Authority	Estimated Loss of Revenue
Cedar Rapids	\$ -3,290,000
Council Bluffs	-232,000
Davenport	-817,000
Des Moines	-1,463,000
LeClaire	-1,117,000
Muscatine	-190,000
Sioux City	-80,000

Table 3 — Local Uses of ATE Systems Revenue

Local Authority	Uses
Cedar Rapids	Public safety positions, equipment, and programs
Council Bluffs	General Fund
Davenport	General Fund
Des Moines	Des Moines Public Safety Radio System and Iowa Statewide Interoperable Communications System
Le Claire	General Fund
Muscatine	Police department personnel costs
Sioux City	Public safety expenses

Senate File 489 is also estimated to increase revenue to the RUTF. For the seven cities that provided data to the LSA, the RUTF is estimated to have an annual increase of approximately \$1.1 million. However, the full fiscal impact to the RUTF from all localities cannot be estimated at this time.

Sources

Department of Transportation
Local authorities
LSA analysis and calculations

/s/ Jennifer Acton

March 21, 2023

Doc ID 1370436

The fiscal note for this Bill was prepared pursuant to [Joint Rule 17](#) and the Iowa Code. Data used in developing this fiscal note is available from the Fiscal Services Division of the Legislative Services Agency upon request.