



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
May 15, 2023 – 6:00 p.m.

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

Meeting ID 893 8012 6505

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 [MAY 1](#) and [MAY 8](#), 2023.
- b. [RESOLUTION](#) on [PAYROLL](#) for the period ending May 6, 2023 and paid on May 12, 2023.
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. City Manager [REPORTS](#) April 2023
- e. Police Department [REPORT](#) April 2023
- f. Fire Department [REPORT](#) April 2023
- g. Traffic Committee [MINUTES](#) May 8, 2023
- h. Hamilton County Solid Waste Commission [AGENDA PACKET](#) May 10, 2023
- i. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
 - *Class C Retail Alcohol License, GWR Enterprises, LTD (The Links at Webster City) 405 N Des Moines St.
 - *Class E Retail Alcohol License, Hy-Vee, Inc., 823 2nd St.
 - *Class E Retail Alcohol License, Casey's General Store #1828, 1300 2nd St.
 - *5-Day Special Class C Retail Alcohol License for the Thirsty Pig, Madrid, Iowa – for Junquefest event to be held May 26 and 27, 2023 at Hamilton County Fairgrounds.
 - *Amendment – Additional Outdoor Service – Seneca Street Saloon for Beer Garden and Street Dance to be held on July 1, 2023.

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- j. Council Committee Reports
- k. Other reports and recommendations

3. GENERAL AGENDA

Public Hearings - 6:05 p.m.

- a. Public Hearing to Amend the FY23 Budget

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) adopting the Budget Amendment for Fiscal Year Ending June 30, 2023. [NOTICE](#)

- b. 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. [ENGR LETTER](#)

Table Hearing until June 5, 2023 at 6:05 p.m.

- c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Community Development Director to seek bids for Demolition of Five Acquired Unsafe Properties and authorizing the City Manager to sign and execute an Agreement with the lowest responsible bidder in an amount not to exceed \$140,000.

[EXHIBIT A](#) [EXHIBIT B](#) [EXHIBIT C](#) [EXHIBIT D](#) [EXHIBIT E](#) [NOTICE OF LETTING/INST](#)

- d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to execute and sign the Agreement from Veenstra & Kimm Inc. for Interim Plan Review of Residential, Commercial and Industrial Projects within City Limits. [AGREEMENT](#)

- e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Line Department Supervisor to purchase Two (2) Traffic Signal Sensor Replacements from Traffic and Transportation Products, Limited in an amount not to exceed \$40,000. [QUOTE](#)

- f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) accepting the 2021 HMA Street Improvement Project and Authorizing Final Payout to Heartland Asphalt, Inc. [HMA FINAL-ENGR](#)

- g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Amendment No. 20A with Snyder and Associates, Inc. for Sanitary Sewer Rehabilitation. [AMD 20A](#)

- h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign Task Order No. 5, No. 6 and No.7 with DGR Engineering, Inc. for Professional Engineering Services. [TASK 5](#) [TASK 6](#) [TASK 7](#)

- i. [COUNCIL MEMORANDUM](#) First Reading of an [ORDINANCE](#) amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Amending Chapter 46 Pertaining to Traffic Control Devices.

- j. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) establishing an Additional Persons With Disabilities Parking Area in the Central Business District.

- k. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute a Wastewater Services Agreement with Mertz Engineering, Inc. [AGREEMENT](#)

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l. [COUNCIL MEMORANDUM](#) [REQUEST-MAP](#) from Seneca Street Saloon to close a section of Seneca Street (900 Block) from the south side of the alley south to Bank Street from 5:00 p.m. on July 1, 2023 to 2:00 a.m. on July 2, 2023 for a Beer Garden and Live Music Event.

m. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Public Works Management Assistant to seek Proposals for the Delivery of Bulk Fuel and Authorizing the City Manager to enter into an Agreement with the lowest responsible bidder. [HOSP RESO/AGMT](#) [STATE CODE](#) [PROPOSAL](#)

n. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) charging off from Active Accounts Receivable Delinquent Final Utility Bills and Department Charges. [LIST-UTILITY](#) [LIST-AR DEPTCHG](#)

o. [COUNCIL MEMORANDUM](#) First Reading of an [ORDINANCE](#) amending the Code of Ordinances of the City of Webster City, Iowa, 2019 by Adding Sections 46-415 through 46-420 Pertaining to Automated Traffic Enforcement to Chapter 46, Article IX, Division 2.

4. ADJOURN

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

CITY COUNCIL MEETING MINUTES
Webster City, Iowa May 1, 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 May 1, 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 and Matt McKinney. Council Member Logan Welch was absent.

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 and McKinney voting aye.

Mayor John Hawkins led the Pledge of Allegiance.

PETITIONS – COMMUNICATIONS – REQUESTS

Brian and Megan Petersen, 1103 Kamen Drive, addressed Council on a sewer backup issue that occurred at their residence.

PUBLIC INFORMATION

Mayor Hawkins gave the following Proclamations: Arbor Day – April 28, 2023 and Webster City Community Beautification for May and June 2023.

MINUTES AND CLAIMS

It was moved by McKinney and seconded by Hansen that the following motion(s) and Resolution(s) (a-f) be approved and adopted collectively:

- a. That the meeting minutes of April 17, 2023 be approved.
- b. That Resolution No. 2023-083 approving payroll for the period ending April 22, 2023 and paid on April 28, 2023 in the amount of \$186,550.77 be passed and adopted.
- c. That Resolution No. 2023-084 approving bills paid in the amount of \$314,679.06 be passed and adopted and the Fund List be approved.
- d. That the City Finance Reports for February and March 2023, be accepted and placed on file.
- e. That the Planning and Zoning Commission Minutes of May 10, 2023 be accepted and placed on file.
- f. Approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:

- Class B Retail Alcohol License, Doc's Stop, Inc., (#9), 407 Closz Drive
- g. Council Committee Reports-None brought forth.
- h. Other reports and recommendations-None brought forth.

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

GENERAL AGENDA

Public Hearings - 6:05 p.m.

a. May 1, 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 renew the City-Wide Urban Revitalization Plan for Residential Tax Abatement, the same was held. No written objections were received and no oral objections were presented.

It was moved by Hansen and seconded by McKinney that Resolution No. 2023-085 adopting the Continuance of the Urban Revitalization Plan for Residential Tax Abatement be passed and adopted.

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

Ariel Bertran, Community Development Director, informed Council that there have been no changes to the plan, and the attachments will be inserted once they are updated and completed.

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b. **Hearing Cancelled:** 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.

c. It was moved by McKinney and seconded by Hansen to accept the Iowa Economic Development Authority Downtown Assessment Report as presented.

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

Biridiana Bishop, Assistant City Manager, went through the power point presentation with Council and provided a review of the findings. Greg Littlejohn, Farm Bureau Agent and Anna Woodward, Chamber of Commerce Director also spoke to Council in favor of the Assessment.

d. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-086 authorizing the Mayor to sign and execute Amendment No. 1 to Development Agreement #21-CTBF-025 with LIFT-WC for a Catalyst Grant Extension and authorizing the Assistant City Manager to Request a Catalyst Grant Extension from Iowa Economic Development Authority be passed and adopted.

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

Assistant City Manager Bishop summarized the history of the agreement and Catalyst Grant and explanation for the Extension.

e. It was moved by Hansen and seconded by McKinney to set May 15, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing to Amend the FY23 Budget.

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

Dodie Wolfram, Finance Director, explained the purpose of the required hearing to make the necessary budget amendments.

f. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-087 setting June 19, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the 2023 Water Main Repair Project be passed and adopted.

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

Brandon Bahrenfuss, Street Department Supervisor, provided additional information and background on this planned project.

g. It was moved by McFarland and seconded by Hansen that request from Hamilton County Fairgrounds-Hamilton County Exposition to close streets for the Fair Parade and staging thereof, on July 25, 2023, to begin at approximately 6:00 p.m. with route as follows: Prospect to Second to Superior, then turning east on Bank and proceeding to the Fairgrounds, be approved.

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

OTHER ITEMS SENT TO COUNCIL

a. The City Attorney Report/Update from April 26, 2023 was previously provided to Council for review.

CLOSED SESSION

It was moved by Hansen and seconded by McKinney that Council meet in closed session for the purpose of holding a strategy meeting in connection with collective bargaining with the Police Department Unit, as authorized by Chapters 20.17 and 21.5 of the Iowa Code.

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

Council went out of Open Session at 6:44 p.m.

Council took a five minute recess.

Council went into Closed Session at 6:49 p.m.

Council returned to Open Session at 7:24 p.m.

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

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

The May 1, 2023 Regular City Council Meeting stood adjourned at 7:25 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

CITY COUNCIL MEETING MINUTES
Goal Setting Work Session
May 8, 2023 – 5:30 p.m. Webster City, Iowa

The City Council met in a special Goal Setting Work Session at the Sampson Room at Fuller Hall Recreation Center, Webster City, Iowa at 5:30 p.m., on May 8, 2023.

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

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

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

Also present were City Manager Daniel Ortiz-Hernandez, Assistant City Manager Biridiana Bishop, City Clerk Karyl Bonjour and Patrick Callahan of Callahan Municipal Consultants, LLC, Anamosa, Iowa.

3. The purpose of the work session was for a Goal Setting Session for the City of Webster City. Mayor Hawkins turned the session over to Mr. Callahan who provided an overview of the Agenda and Goal Setting Process. The session proceeded with the approved agenda which included:

- Brief Review of City Accomplishments over the past two years, provided by Council Members and Department Directors
- Brief Review of Issues, Concerns and Trends, provided by Council Members and Department Directors

Council Member Logan Welch joined the Goal Setting Session at 6:25 p.m.

- Review and Ranking of Programs, Policies, and Initiatives as suggested by Council Members and Department Directors
- Review and Ranking of Possible Budget Modifications as suggested by Council Members and Department Directors
- Review/Evaluate “Team Work Objectives”

Discussion was held throughout the Work Session and Council was given the opportunity to vote for their top eight Initiatives, Programs and Policies that were amongst the items previously reviewed by Department Directors earlier in the day and by Council members previous to the voting. Following the review of Possible Budget Modifications, Council Members individually ranked the items on a ballot of what budget items they were comfortable or uncomfortable modifying. Mr. Callahan will compile information obtained from the work session and provide a report to City Manager Ortiz-Hernandez and Council Members for their review and approval on a future City Council Agenda. It was suggested by Mr. Callahan that these goals be reviewed by Council and directors quarterly or semi-annually throughout the year as well as any issues or concerns. Sharing the accomplishments and the goals with the public was also a suggestion of Mr. Callahan.

It was moved by Hansen and seconded by McKinney to adjourn the council Goal Setting Work Session.

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

The May 8, 2023 Goal Setting Work Session stood adjourned at 9:20 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

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 May 6, 2023 and paid on May 12, 2023 aggregating the sum of \$193,826.32 herewith presented, be and the same is hereby approved.

Passed and adopted this 15th day of May, 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.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.26	.00
11183	HAWKINS, JOHN C.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	110.71
11190	MC FARLAND, MEGAN E.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.35	.00
11184	MCKINNEY, MATTHEW L.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
11185	WELCH, LOGAN A.	50.00	.00	.00	.00	.00	.00	50.00	.00	.00	46.12
Total CITY COUNCIL:											
		5	470.00	.00	.00	.00	.00	470.00	.00	184.61	249.09
20035	BISHOP, BIRIDIANA	4,072.74	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.	1,820.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,259.81
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	16,580.87	400.00	.00	.00	.00	.00	300.00	.00	10,248.49
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.	1,740.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,183.01
61241	JOHNSON, LAURA A.	1,500.00	80.00	.00	.00	.00	.00	.00	.00	.00	935.31
61190	NERLAND, DEDRA R.	2,093.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,432.57
61163	PEVESTORF, ELIZABETH J.	2,016.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,414.28
30329	WOLFGGRAM, DOREEN A.	3,118.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,194.40
Total FINANCE OFFICE:											
		7	14,410.42	560.00	.00	.00	.00	.00	.00	.00	9,830.40
41502	CAMPBELL, AARON M.	125.00	.00	.00	.00	.00	.00	125.00	.00	.00	115.44
41215	CASEY, DANA R	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	17.23
40857	DOOLITTLE, KENDALL J.	185.00	.00	.00	.00	.00	.00	185.00	.00	159.36	.00
41263	ESTLUND, JEROMY J.	3,138.66	118.00	.00	.00	.00	.00	.00	511.98	.00	2,327.65
41395	FEICKERT, DAKOTA L.	112.00	.00	.00	.00	.00	.00	112.00	.00	.00	96.48
41038	FERGUSON, WILLIAM M.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41300	FOX, JEFFREY A.	770.00	47.00	.00	.00	.00	.00	112.00	.00	.00	601.30
41438	FRAKES, JUSTIN M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41530	HANSON, CONNER	95.00	.00	.00	.00	.00	.00	95.00	.00	87.73	.00
40971	HAYES, BRANDON W.	2,518.88	112.00	.00	.00	.00	.00	.00	.00	.00	1,836.08
41445	HAYES, HARRISON W.	602.00	31.00	.00	.00	.00	.00	168.00	.00	518.57	.00
41441	HAYES, HUNTER W.	165.00	.00	.00	.00	.00	.00	165.00	.00	152.38	.00
40031	HOLST, RONALD W	185.00	.00	.00	.00	.00	.00	185.00	.00	159.36	.00
41192	JESSEN, PHILLIP N.	903.00	48.00	.00	.00	.00	.00	231.00	.00	674.90	.00
41541	KUMM, MAXWELL J.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41460	LEHMAN, MICHEAL L.	105.00	.00	.00	.00	.00	.00	105.00	.00	.00	86.97
41200	MADSEN, TODD M	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	68.91
41515	SCHWERING, DREW M.	235.00	.00	.00	.00	.00	.00	235.00	.00	.00	217.02
41219	SOWLE JR., ANDREW W.	2,498.72	112.00	.00	.00	.00	.00	.00	.00	.00	1,525.96
41485	STALEY, AMANDA L.	125.00	.00	.00	.00	.00	.00	125.00	.00	.00	115.44
41400	STANSFIELD, CHARLES T.	3,084.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,197.94
41029	STEWART, EARL L	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41

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.	205.00	.00	.00	.00	.00	.00	205.00	.00	176.59	.00
41540	WAGNER, JORDAN J.	115.00	.00	.00	.00	.00	.00	115.00	.00	.00	106.20
41216	WEINSCHENK, KENRIC J	185.00	.00	.00	.00	.00	.00	185.00	.00	.00	170.85
41213	WILLIAMS, ZACHARY W.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.46
40815	WILLS, DON H.	165.00	.00	.00	.00	.00	.00	165.00	.00	152.38	.00
41340	YOUNGDALE, COLE C.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
41270	ZEHNER, DONALD F.	225.00	.00	.00	.00	.00	.00	225.00	.00	.00	207.79
41536	ZUETLAU, RYAN W.	115.00	.00	.00	.00	.00	.00	115.00	.00	.00	106.20
Total FIRE DEPARTMENT:											
		30	16,198.06	548.00	.00	.00	.00	3,193.00	511.98	2,155.15	9,942.74
61240	WINTER, KIRBY L.	4,087.01	80.00	.00	.00	.00	.00	.00	20.00	.00	2,862.57
Total INFORMATION SYSTEMS:											
		1	4,087.01	80.00	.00	.00	.00	.00	20.00	.00	2,862.57
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.	3,058.43	80.00	.00	.00	.00	.00	.00	.00	.00	2,105.18
31185	CASEY, DANA R.	3,363.16	82.00	.00	121.56	.00	.00	.00	.00	.00	2,285.91
31190	DAYTON, BRYAN K.	3,213.62	80.00	.00	.00	.00	.00	.00	.00	.00	2,206.14
30678	DICKINSON, ADAM L.	3,946.36	81.50	.00	107.96	.00	.00	.00	.00	.00	2,707.95
31230	MC COLLOUGH, DOUGLAS J.	3,486.48	84.50	.00	271.28	.00	.00	.00	.00	.00	2,429.86
31184	MOURTON, RUSSELL E.	3,273.61	80.50	.00	30.41	.00	.00	.00	.00	.00	1,902.56
31240	NEWMAN, BRADY N.	2,282.51	82.00	.00	82.51	.00	.00	.00	.00	.00	1,681.51
31186	ORTON, RYAN D.	3,837.71	88.00	.00	.00	.00	.00	.00	.00	.00	2,624.54
30918	PARKHILL, MARTY E.	4,215.75	93.50	.00	361.35	.00	.00	.00	.00	.00	2,922.91
Total LINE DEPARTMENT:											
		9	30,677.63	752.00	.00	975.07	.00	.00	.00	.00	20,866.56
30976	MADSEN, TODD M.	1,776.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,305.52
31188	PASCHKE, RODNEY A.	1,842.12	84.00	.00	128.52	.00	.00	.00	.00	.00	1,246.15
Total METER DEPARTMENT:											
		2	3,618.93	164.00	.00	128.52	.00	.00	.00	.00	2,551.67
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.	1,580.34	84.00	.00	109.14	.00	.00	.00	.00	.00	1,209.22
41480	DILLEY, JEAN M.	1,564.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,069.10
41390	NOWELL, TANNER J.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,544.15
41542	RICH, RHONDA R.	1,164.16	64.00	.00	.00	.00	.00	.00	.00	.00	916.84
41475	RUSH, DEBORAH G.	1,708.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,187.26
41510	WHITEHILL, AUDRIANA G.	1,684.91	88.00	.00	218.51	.00	.00	.00	.00	.00	1,200.02
41207	WINDSCHITL, JOAN E.	1,835.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,145.74
Total POLICE DEPARTMENT-D:											
		7	11,668.61	556.00	.00	327.65	.00	.00	.00	.00	8,272.33

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
41430	BASINGER, RYAN A.	2,513.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,838.99
41535	HOLCOMBE, IAN J.	1,990.80	84.00	.00	.00	.00	.00	.00	.00	.00	1,459.19
41191	HOUGE, CLINTON J.	2,617.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,856.25
41453	LEHMAN, MICHEAL L.	2,804.16	92.00	348.12	.00	.00	.00	.00	.00	.00	2,048.92
41479	LUFT, ANTHONY J.	3,796.69	99.75	74.05	.00	.00	.00	.00	1,201.80	.00	2,904.84
41230	MCKINLEY, ERIC K.	2,750.60	84.00	.00	.00	.00	.00	.00	.00	.00	2,055.00
41110	MORK, SHILOH B.	3,269.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,211.92
41471	MOURLAM, DALTON G.	2,380.84	84.00	.00	.00	.00	.00	.00	.00	.00	1,707.23
41225	PRITCHARD, BRANDON D.	2,592.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,855.99
41426	ROSE, DYLAN M.	2,447.36	84.00	.00	.00	.00	.00	.00	.00	.00	1,636.81
41450	THUMMA, STEVEN L.	2,450.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,484.24
41495	WATKINS, MARK D.	2,520.96	84.00	.00	.00	.00	.00	.00	.00	.00	1,879.86
Total POLICE DEPARTMENT-O:											
		12	32,134.82	1,027.75	422.17	.00	.00	.00	.00	1,201.80	22,939.24
81291	ASKLUND, ANTHONY T.	406.00	28.00	.00	.00	.00	.00	.00	.00	.00	349.40
81672	CRYSTAL, EVERETT T.	1,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	929.45
81697	FARO, FRANK L.	472.50	35.00	.00	.00	.00	.00	.00	.00	.00	406.63
81713	FOLEY, PATRICK R.	661.50	49.00	.00	.00	.00	.00	.00	.00	.00	556.57
81712	GARVEY, ROGER A.	580.50	43.00	.00	.00	.00	.00	.00	.00	.00	498.45
81617	OLSON, NICHOLAS L.	661.50	49.00	.00	.00	.00	.00	.00	.00	556.57	.00
51195	RODEN, JACOB J.	2,049.41	83.50	.00	126.21	.00	.00	.00	.00	.00	1,419.86
Total PUBLIC GROUNDS:											
		7	5,911.41	367.50	126.21	.00	.00	.00	.00	556.57	4,160.36
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.	370.50	28.50	.00	.00	.00	.00	.00	.00	318.86	.00
81726	BINDER, RILEY K.	39.00	3.25	.00	.00	.00	.00	.00	.00	.00	36.01
81743	DINSDALE, SOPHIE J.	200.00	17.00	.00	.00	.00	.00	.00	.00	.00	184.70
81708	GALLETINE, ABIGAIL M.	98.00	8.00	.00	.00	.00	.00	.00	.00	90.50	.00
81746	GALLETINE, OLIVIA M.	72.00	6.00	.00	.00	.00	.00	.00	.00	66.50	.00
81740	GARVEY, ANNE N.	18.00	1.50	.00	.00	.00	.00	.00	.00	.00	16.62
70107	GLASCOCK, MARK A.	1,889.91	82.00	.00	68.31	.00	.00	.00	.00	.00	1,264.88
81711	HANSEN, ELLA M.	127.75	11.25	.00	.00	.00	.00	.00	.00	.00	117.98
81667	LAMB, MITCHELL S.	117.00	9.00	.00	.00	.00	.00	.00	.00	.00	100.69
70975	LESHER, BREANNE M.	2,896.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,003.25
81651	LINDSTROM, SARAH J.	120.00	10.00	.00	.00	.00	.00	.00	.00	103.27	.00
81673	MCKEE, BRONWYN E.	156.19	12.75	.00	.00	.00	.00	.00	.00	.00	144.25
81689	NELSEN, DENISE L.	811.96	51.75	.00	.00	.00	.00	.00	.00	.00	669.61
81757	NOHRENBURG, BONNIE RAE	45.00	3.75	.00	.00	.00	.00	.00	.00	.00	41.56
81742	OUIVERSON, ERIN A.	11.00	1.00	.00	.00	.00	.00	.00	.00	.00	10.16
81744	PECK, EMMA G.	393.75	34.25	.00	.00	.00	.00	.00	.00	.00	363.63
81748	PETERSON, AVA	36.00	3.00	.00	.00	.00	.00	.00	.00	.00	33.25
31195	PETERSON, RICK E.	1,940.99	83.00	.00	103.37	.00	.00	.00	.00	.00	1,379.18
81665	PRUISMANN, LINDA A.	810.92	48.50	.00	.00	.00	.00	.00	.00	.00	629.37
81719	SCHULTZ, CAMDEN J.	72.00	6.00	.00	.00	.00	.00	.00	.00	.00	66.50
81470	SPELLMEYER, WILLIAM C.	182.25	12.50	.00	.00	.00	.00	.00	.00	131.85	.00
81718	THONGSOUK, TAHSIYA W.	24.00	2.00	.00	.00	.00	.00	.00	.00	.00	22.16

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
Total RECREATION:												
		22	10,432.22	515.00	.00	171.68	.00	.00	.00	710.98	7,083.80	
51187	BAHRENFUSS, BRANDON D.	3,358.81	92.25	.00	226.89	.00	.00	.00	.00	.00	2,354.48	
51210	DANIELS, JACOB S.	1,961.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.41	
51178	DOOLITTLE, DAN L	1,111.00	50.50	.00	.00	.00	.00	.00	.00	.00	884.94	
51225	JONDAL, KOOPER M.	1,840.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,449.86	
51220	KLIEGL, SHAWN A.	1,952.13	83.25	.00	112.13	.00	.00	.00	.00	.00	1,388.28	
51190	RATCLIFF, BRETT D.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,474.91	
51230	SCHEUERMANN, RILEE C.	1,840.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,317.14	
51184	WILLIAMS, ZACHARY W.	2,345.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,631.32	
51205	YOUNGDALE, COLE C.	2,204.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,570.49	
Total STREET DEPARTMENT:												
		9	18,744.35	706.00	.00	339.02	.00	.00	.00	.00	13,443.83	
30772	DINGMAN, CHAD M.	2,609.03	80.50	.00	24.23	.00	.00	.00	.00	.00	1,973.81	
30977	JACKSON, JEFFREY S.	2,215.84	88.00	.00	.00	.00	.00	.00	.00	.00	1,557.54	
31179	WEST, JOHN A.	2,136.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,626.52	
Total WASTEWATER:												
		3	6,961.67	248.50	.00	24.23	.00	.00	.00	.00	5,157.87	
31189	CHAMBERS, TODD A.	2,429.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,635.97	
31220	FARWELL, GREGORY A.	2,350.62	81.00	.00	.00	.00	.00	.00	.00	.00	1,673.13	
31215	KNOWLES, NICHOLAS A.	3,480.81	80.00	.00	.00	.00	.00	.00	.00	.00	2,318.15	
31245	NELSON, BENJAMIN J.	2,140.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,539.39	
31225	PARKER, LOGAN M.	2,113.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,458.16	
Total WATER PLANT:												
		5	12,514.79	409.00	.00	.00	.00	.00	.00	.00	8,624.80	
Grand Totals:												
		128	193,826.32	6,653.75	422.17	2,092.38	.00	.00	3,663.00	2,033.78	3,607.31	133,067.48

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 \$939,557.18 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 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
BRIGHTLY SOFTWARE, INC. (7630)							
INV-127753	2	Invoice	SMARTGOV SOFTWARE-CONTRACT #09032	11/18/2022	1,135.56	11/23	100-24-18-5470-215
INV-127753	3	Invoice	SMARTGOV SOFTWARE-CONTRACT #09032	11/18/2022	1,135.56	11/23	100-21-18-5190-215
Total INV-127753:					.00		
Total BRIGHTLY SOFTWARE, INC. (7630):					.00		
Total 12/19/2022:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
BRIGHTLY SOFTWARE, INC. (7630)							
INV-204780	2	Invoice	EXISTING MERCH/FINANCIAL EXPORT CON	03/29/2023	6,866.51	11/23	100-24-18-5470-215
INV-204780	3	Invoice	EXISTING MERCH/FINANCIAL EXPORT CON	03/29/2023	6,866.51-	11/23	100-21-18-5190-215
Total INV-204780:					.00		
Total BRIGHTLY SOFTWARE, INC. (7630):					.00		
Total 04/17/2023:					.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
3DK ENTERPRISES, LLC (6213)							
050823	1	Invoice	JUNE 2023 TIF PYMT-3DK ENTERPRISES, LL	05/08/2023	4,819.94	11/23	290-23-98-5395-910
Total 050823:					4,819.94		
Total 3DK ENTERPRISES, LLC (6213):					4,819.94		
AGSOURCE (4458)							
PS-INV2657	1	Invoice	WATER POOL SPA ROUTE CHARGE & PS CO	04/27/2023	27.50	11/23	100-22-42-5233-299
Total PS-INV265774:					27.50		
Total AGSOURCE (4458):					27.50		
AHLERS & COONEY, P.C. (22)							
842307	1	Invoice	INDUSTRIAL TREATMENT AGREEMENTS - W	04/21/2023	1,998.00	11/23	603-23-70-5652-860
Total 842307:					1,998.00		
842878	1	Invoice	LEGAL SERVICES - LABOR RELATIONS	04/26/2023	51.30	11/23	100-24-13-5460-212
842878	2	Invoice	LEGAL SERVICES - LABOR RELATIONS	04/26/2023	141.08	11/23	601-24-13-5460-212
842878	3	Invoice	LEGAL SERVICES - LABOR RELATIONS	04/26/2023	32.06	11/23	602-24-13-5460-212
842878	4	Invoice	LEGAL SERVICES - LABOR RELATIONS	04/26/2023	32.06	11/23	603-24-13-5460-212
Total 842878:					256.50		
843580	1	Invoice	LEGAL SERVICES - SOLAR ORDINANCE	04/25/2023	140.00	11/23	100-24-18-5470-212
Total 843580:					140.00		
Total AHLERS & COONEY, P.C. (22):					2,394.50		
ALLENDER BUTZKE ENGINEERS INC. (6941)							
223201B	1	Invoice	ASBESTOS INSPECTION & REPORT	01/20/2023	3,000.00	11/23	602-23-62-5935-870
Total 223201B:					3,000.00		
Total ALLENDER BUTZKE ENGINEERS INC. (6941):					3,000.00		
AMAZON CAPITAL SERVICES (7618)							
14DK-743X-	1	Invoice	2 TURNOUT GEAR BAGS-FIRE DEPT	05/01/2023	319.98	11/23	100-21-22-5140-312
Total 14DK-743X-MKPF:					319.98		
14DK-743X-	1	Invoice	STORAGE CONTAINERS FOR IT SUPPLIES	05/01/2023	6.76	11/23	100-24-16-5420-399
14DK-743X-	2	Invoice	STORAGE CONTAINERS FOR IT SUPPLIES	05/01/2023	24.81	11/23	601-24-16-5930-399
14DK-743X-	3	Invoice	STORAGE CONTAINERS FOR IT SUPPLIES	05/01/2023	6.76	11/23	602-24-16-5930-399
14DK-743X-	4	Invoice	STORAGE CONTAINERS FOR IT SUPPLIES	05/01/2023	6.76	11/23	603-24-16-5921-399
Total 14DK-743X-PTCR:					45.09		
199M-DFKX-	1	Invoice	LIQUID GLASS SCREEN PROTECTOR-NICKS	05/01/2023	18.99	11/23	100-21-18-5190-318
Total 199M-DFKX-M44J:					18.99		
199M-DFKX-	1	Invoice	4 PERSONALIZED, STAINLESS STEEL PICTU	05/01/2023	16.07	11/23	100-24-12-5430-316
199M-DFKX-	2	Invoice	4 PERSONALIZED, STAINLESS STEEL PICTU	05/01/2023	44.20	11/23	601-23-81-5921-316
199M-DFKX-	3	Invoice	4 PERSONALIZED, STAINLESS STEEL PICTU	05/01/2023	10.05	11/23	602-23-81-5921-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
199M-DFKX-	4	Invoice	4 PERSONALIZED, STAINLESS STEEL PICTU	05/01/2023	10.04	11/23	603-23-81-5921-316
Total 199M-DFKX-PFXF:					80.36		
1JNG-NWLM	1	Invoice	MOUNTAIN TECH TREKKING POLES	05/01/2023	7.40	11/23	100-23-31-5420-318
1JNG-NWLM	2	Invoice	MOUNTAIN TECH TREKKING POLES	05/01/2023	7.40	11/23	601-23-31-5420-318
1JNG-NWLM	3	Invoice	MOUNTAIN TECH TREKKING POLES	05/01/2023	7.40	11/23	602-23-31-5420-318
1JNG-NWLM	4	Invoice	MOUNTAIN TECH TREKKING POLES	05/01/2023	7.40	11/23	603-23-31-5420-318
1JNG-NWLM	5	Invoice	APPLE 20W USB-C POWER ADAPTER REPL	05/01/2023	2.45	11/23	100-24-16-5420-399
1JNG-NWLM	6	Invoice	APPLE 20W USB-C POWER ADAPTER REPL	05/01/2023	8.99	11/23	601-24-16-5930-399
1JNG-NWLM	7	Invoice	APPLE 20W USB-C POWER ADAPTER REPL	05/01/2023	2.45	11/23	602-24-16-5930-399
1JNG-NWLM	8	Invoice	APPLE 20W USB-C POWER ADAPTER REPL	05/01/2023	2.45	11/23	603-24-16-5921-399
Total 1JNG-NWLM-LKJJ:					45.94		
1JNG-NWLM	1	Invoice	REPLACEMENT COMPUTER SPEAKERS-WO	05/01/2023	7.73	11/23	100-24-16-5420-399
1JNG-NWLM	2	Invoice	REPLACEMENT COMPUTER SPEAKERS-WO	05/01/2023	28.37	11/23	601-24-16-5930-399
1JNG-NWLM	3	Invoice	REPLACEMENT COMPUTER SPEAKERS-WO	05/01/2023	7.73	11/23	602-24-16-5930-399
1JNG-NWLM	4	Invoice	REPLACEMENT COMPUTER SPEAKERS-WO	05/01/2023	7.73	11/23	603-24-16-5921-399
Total 1JNG-NWLM-M1CD:					51.56		
1JNG-NWLM	1	Invoice	REPLACEMENT MONITOR CABLES	05/01/2023	11.24	11/23	100-24-16-5420-399
1JNG-NWLM	2	Invoice	REPLACEMENT MONITOR CABLES	05/01/2023	41.23	11/23	601-24-16-5930-399
1JNG-NWLM	3	Invoice	REPLACEMENT MONITOR CABLES	05/01/2023	11.24	11/23	602-24-16-5930-399
1JNG-NWLM	4	Invoice	REPLACEMENT MONITOR CABLES	05/01/2023	11.24	11/23	603-24-16-5921-399
Total 1JNG-NWLM-NCMC:					74.95		
1JNG-NWLM	1	Invoice	ALUMINUM CLIPBOARD/PLANNING NOTEBO	05/01/2023	10.78	11/23	100-24-30-5380-318
1JNG-NWLM	2	Invoice	ALUMINUM CLIPBOARD/PLANNING NOTEBO	05/01/2023	10.78	11/23	601-24-30-5380-318
1JNG-NWLM	3	Invoice	ALUMINUM CLIPBOARD/PLANNING NOTEBO	05/01/2023	10.78	11/23	602-24-30-5380-318
1JNG-NWLM	4	Invoice	ALUMINUM CLIPBOARD/PLANNING NOTEBO	05/01/2023	10.78	11/23	603-24-30-5380-318
Total 1JNG-NWLM-PGK9:					43.12		
1KCF-GVN6-	1	Invoice	MULTI PURPOSE SCISSORS	05/01/2023	6.54	11/23	100-21-21-5110-316
1KCF-GVN6-	2	Invoice	OTTERBOX PHONE COVER-DRUBE	05/01/2023	9.49	11/23	100-24-30-5380-318
1KCF-GVN6-	3	Invoice	OTTERBOX PHONE COVER-DRUBE	05/01/2023	9.49	11/23	601-24-30-5380-318
1KCF-GVN6-	4	Invoice	OTTERBOX PHONE COVER-DRUBE	05/01/2023	9.49	11/23	602-24-30-5380-318
1KCF-GVN6-	5	Invoice	OTTERBOX PHONE COVER-DRUBE	05/01/2023	9.48	11/23	603-24-30-5380-318
Total 1KCF-GVN6-NHFD:					44.49		
1KD9-T7WG-	1	Invoice	LOCKOUT/TAGOUT KIT	05/01/2023	158.99	11/23	100-21-22-5140-311
Total 1KD9-T7WG-L199:					158.99		
1LJW-Y3FM-	1	Invoice	THE LINEMAN'S & CABLEMAN'S HANDBOOK	05/01/2023	81.49	11/23	601-23-52-5588-318
Total 1LJW-Y3FM-NWL6:					81.49		
1P3Q-7KQ4-	1	Invoice	STARTER GUN BLANKS-REC YOUTH TRACK	05/01/2023	18.45	11/23	100-22-42-5222-318
Total 1P3Q-7KQ4-MDYQ:					18.45		
1RQ1-DPTT-	1	Invoice	2 PKG OF 5 64GB FLASH DRIVES	05/01/2023	39.98	11/23	100-21-21-5110-316
1RQ1-DPTT-	2	Invoice	2 PKG OF 5 32GB FLASH DRIVES	05/01/2023	37.98	11/23	100-21-21-5110-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1RQ1-DPTT-	3	Invoice	CABLE WRAPPING FOR POWER CORDS	05/01/2023	2.10	11/23	100-24-16-5420-399
1RQ1-DPTT-	4	Invoice	CABLE WRAPPING FOR POWER CORDS	05/01/2023	7.69	11/23	601-24-16-5930-399
1RQ1-DPTT-	5	Invoice	CABLE WRAPPING FOR POWER CORDS	05/01/2023	2.10	11/23	602-24-16-5930-399
1RQ1-DPTT-	6	Invoice	CABLE WRAPPING FOR POWER CORDS	05/01/2023	2.10	11/23	603-24-16-5921-399
Total 1RQ1-DPTT-LXY6:					91.95		
1TFY-GFJR-	1	Invoice	ETHERNET CABLE 20'	05/01/2023	1.33	11/23	100-24-16-5420-399
1TFY-GFJR-	2	Invoice	ETHERNET CABLE 20'	05/01/2023	4.89	11/23	601-24-16-5930-399
1TFY-GFJR-	3	Invoice	ETHERNET CABLE 20'	05/01/2023	1.33	11/23	602-24-16-5930-399
1TFY-GFJR-	4	Invoice	ETHERNET CABLE 20'	05/01/2023	1.34	11/23	603-24-16-5921-399
Total 1TFY-GFJR-LNY6:					8.89		
1TKJ-DJQP-	1	Invoice	WEATHER TECH FLOOR LINER-TRK 2210	05/01/2023	132.95	11/23	100-21-21-5110-515
1TKJ-DJQP-	2	Invoice	2 CANVIO READY (B3) 1TB BLACK - COMPU	05/01/2023	93.98	11/23	100-21-21-5110-318
Total 1TKJ-DJQP-LMLQ:					226.93		
1TRH-DGWP	1	Invoice	REPLACEMENT UPSs FOR PC PROTECTION	05/01/2023	28.35	11/23	100-24-16-5420-311
1TRH-DGWP	2	Invoice	REPLACEMENT UPSs FOR PC PROTECTION	05/01/2023	103.92	11/23	601-24-16-5930-311
1TRH-DGWP	3	Invoice	REPLACEMENT UPSs FOR PC PROTECTION	05/01/2023	28.35	11/23	602-24-16-5930-311
1TRH-DGWP	4	Invoice	REPLACEMENT UPSs FOR PC PROTECTION	05/01/2023	28.35	11/23	603-24-16-5930-311
Total 1TRH-DGWP-N1NC:					188.97		
1VDD-GLNK-	1	Invoice	CALCULATOR RIBBON-ASHLEY	05/01/2023	1.70	11/23	100-24-12-5430-316
1VDD-GLNK-	2	Invoice	CALCULATOR RIBBON-ASHLEY	05/01/2023	4.68	11/23	601-23-81-5921-316
1VDD-GLNK-	3	Invoice	CALCULATOR RIBBON-ASHLEY	05/01/2023	1.06	11/23	602-23-81-5921-316
1VDD-GLNK-	4	Invoice	CALCULATOR RIBBON-ASHLEY	05/01/2023	1.06	11/23	603-23-81-5921-316
1VDD-GLNK-	5	Invoice	8 COIN CASH DRAWER-OD POOL	05/01/2023	102.00	11/23	100-22-42-5242-318
1VDD-GLNK-	6	Invoice	ZEBRA DS9208 HANDSFREE RANGE SCANN	05/01/2023	213.00	11/23	100-22-42-5242-318
Total 1VDD-GLNK-NJWP:					323.50		
1VVDD-GLN	1	Invoice	RADIO CABLES	05/01/2023	11.19	11/23	100-24-12-5430-316
1VVDD-GLN	2	Invoice	RADIO CABLES	05/01/2023	30.77	11/23	601-23-81-5921-316
1VVDD-GLN	3	Invoice	RADIO CABLES	05/01/2023	7.00	11/23	602-23-81-5921-316
1VVDD-GLN	4	Invoice	RADIO CABLES	05/01/2023	6.99	11/23	603-23-81-5921-316
Total 1VVDD-GLNK-LK6F:					55.95		
1YPD-DV1X-	1	Invoice	RETURN 1 PKG OF MONORE CALCULATOR	05/01/2023	2.06-	11/23	100-24-14-5435-316
1YPD-DV1X-	2	Invoice	RETURN 1 PKG OF MONORE CALCULATOR	05/01/2023	6.89-	11/23	601-23-80-5921-316
1YPD-DV1X-	3	Invoice	RETURN 1 PKG OF MONORE CALCULATOR	05/01/2023	22.36-	11/23	602-23-80-5921-316
1YPD-DV1X-	4	Invoice	RETURN 1 PKG OF MONORE CALCULATOR	05/01/2023	3.09-	11/23	603-23-80-5921-316
Total 1YPD-DV1X-MHQY:					34.40-		
Total AMAZON CAPITAL SERVICES (7618):					1,845.20		
APPLIANCE PLUS (7001)							
050823	1	Invoice	JUNE 2023 TIF PYMT	05/08/2023	11,879.28	11/23	295-23-98-5395-910
Total 050823:					11,879.28		
Total APPLIANCE PLUS (7001):					11,879.28		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ARNOLD MOTOR SUPPLY (68)							
26NV085427	1	Invoice	1 - HI POWER V-BELT-WATER	05/04/2023	22.99	11/23	602-23-61-5642-318
Total 26NV085427:					22.99		
26NV085428	1	Invoice	1 -1444 CARTRIDGE - WATER	05/04/2023	33.99	11/23	602-23-61-5642-318
Total 26NV085428:					33.99		
Total ARNOLD MOTOR SUPPLY (68):					56.98		
BLACK HILLS ENERGY (3466)							
6886529163	1	Invoice	GAS UTILITY/OD POOL	04/21/2023	37.73	11/23	100-22-42-5242-234
Total 6886529163 04/21/23:					37.73		
7824805624	1	Invoice	GAS UTILITY/WWTP	04/21/2023	1,829.69	11/23	603-23-70-5642-234
Total 7824805624 04/21/23:					1,829.69		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	04/21/2023	631.41	11/23	204-23-30-5310-234
Total 9634407409 04/21/23:					631.41		
Total BLACK HILLS ENERGY (3466):					2,498.83		
BOMGAARS (5165)							
62979711	1	Invoice	DOG FOOD-MOAB	04/14/2023	54.99	11/23	214-21-21-5110-318
Total 62979711:					54.99		
62983515	1	Invoice	SUPPLIES FOR WATER DISTRIBUTION	04/24/2023	38.35	11/23	602-23-62-5662-318
Total 62983515:					38.35		
62983893	1	Invoice	SHOP SUPPLIES-WTP	04/25/2023	48.57	11/23	602-23-61-5642-318
Total 62983893:					48.57		
62984086	1	Invoice	BULK SEED FERTILIZER	04/25/2023	224.50	11/23	100-23-42-5371-318
62984086	2	Invoice	SUPPLIES FOR PUBLIC GROUNDS	04/25/2023	106.24	11/23	100-22-42-5210-318
Total 62984086:					330.74		
62984920	1	Invoice	SUPPLIES FOR LINE DEPT SHOP	04/27/2023	13.98	11/23	601-23-52-5588-318
Total 62984920:					13.98		
62986806	1	Invoice	GIRL SCOUT LODGE RACCOON TRAP/BAIT	05/02/2023	86.46	11/23	100-22-42-5210-318
Total 62986806:					86.46		
62987268	1	Invoice	SHOP SUPPLIES-WTP	05/03/2023	51.76	11/23	602-23-61-5642-318
Total 62987268:					51.76		
62987735	1	Invoice	CONDUIT/CUTTER WHEELS-WWTP	05/04/2023	21.67	11/23	603-23-70-5642-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62987735:					21.67		
62987835	1	Invoice	POTTING MIX	05/04/2023	25.96	11/23	100-22-42-5222-318
62987835	2	Invoice	RED CEDAR MULCH	05/04/2023	139.80	11/23	100-22-42-5210-318
Total 62987835:					165.76		
62988347	1	Invoice	CONTRACTOR BAG/TRASH CAN	05/05/2023	55.98	11/23	204-23-30-5310-316
Total 62988347:					55.98		
62989674	1	Invoice	BANDSAW BLADE	05/08/2023	15.99	11/23	601-23-52-5588-311
Total 62989674:					15.99		
Total BOMGAARS (5165):					884.25		
BORDER STATES INDUSTRIES INC (109)							
926132655	1	Invoice	FIBERGLASS XARMS	04/17/2023	1,647.80	11/23	601-23-52-5588-871
Total 926132655:					1,647.80		
Total BORDER STATES INDUSTRIES INC (109):					1,647.80		
BORER, ALLI (7726)							
050823	1	Invoice	CUSTOMER DEPOSIT REFUND	05/08/2023	91.37	11/23	601-21011
Total 050823:					91.37		
Total BORER, ALLI (7726):					91.37		
BRIGHTLY SOFTWARE, INC. (7630)							
INV-207434	1	Invoice	SMARTGOV SOFTWARE-CONTRACT #09032	05/01/2023	14,035.59	11/23	100-24-18-5470-215
Total INV-207434:					14,035.59		
INV-207435	1	Invoice	ASSET ESSENTIALS (FLEET MNGT)-CONTR	05/01/2023	5,660.06	11/23	204-23-30-5310-314
Total INV-207435:					5,660.06		
Total BRIGHTLY SOFTWARE, INC. (7630):					19,695.65		
BRITO, PETRONA (7725)							
050823	1	Invoice	CUSTOMER DEPOSIT REFUND	05/08/2023	74.91	11/23	601-21011
Total 050823:					74.91		
Total BRITO, PETRONA (7725):					74.91		
BURT, MARY LOUISE (1567)							
050123	1	Invoice	YOGA CLASS INST 3-8-23 - 4-26-23	05/01/2023	356.80	11/23	100-22-42-5233-299
Total 050123:					356.80		
Total BURT, MARY LOUISE (1567):					356.80		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CANDELAS, BRANDON (7720)							
042823	1	Invoice	CUSTOMER DEPOSIT REFUND	04/28/2023	6.04	11/23	601-21011
Total 042823:					6.04		
Total CANDELAS, BRANDON (7720):					6.04		
CAPITAL CITY BOILER & MACHINE WORKS INC (7727)							
C13191	1	Invoice	NEW THERMAL SOLUTIONS BOILER-WWTP	05/11/2023	34,000.00	11/23	603-23-70-5652-860
Total C13191:					34,000.00		
Total CAPITAL CITY BOILER & MACHINE WORKS INC (7727):					34,000.00		
CAPITAL SANITARY SUPPLY (6096)							
C366919	1	Invoice	CLEANING SUPPLIES-FULLER HALL	04/26/2023	160.80	11/23	100-22-42-5210-318
Total C366919:					160.80		
C367237	1	Invoice	3 BOXES WHITE COMPUTER PAPER	05/03/2023	199.83	11/23	100-21-21-5180-316
Total C367237:					199.83		
C367284	1	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-21-22-5140-316
C367284	2	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	204-23-30-5310-316
C367284	3	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	603-23-70-5921-316
C367284	4	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-23-42-5371-316
C367284	5	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	602-23-61-5921-316
C367284	6	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-21-18-5190-316
C367284	7	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-23-43-5361-316
C367284	8	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	601-24-16-5921-316
C367284	9	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-22-42-5233-316
C367284	10	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	601-23-52-5921-316
C367284	11	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-21-21-5110-316
C367284	12	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	9.88	11/23	100-24-18-5470-316
C367284	13	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	10.17	11/23	100-24-12-5430-316
C367284	14	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	18.52	11/23	602-23-81-5921-316
C367284	15	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	4.76	11/23	603-23-81-5921-316
C367284	16	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	30.14	11/23	601-23-81-5921-316
C367284	17	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	5.60	11/23	100-24-14-5435-316
C367284	18	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	11.85	11/23	602-23-80-5921-316
C367284	19	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	2.86	11/23	603-23-80-5921-316
C367284	20	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	29.72	11/23	601-23-80-5921-316
C367284	21	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	2.91	11/23	100-24-30-5380-316
C367284	22	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	2.91	11/23	601-24-30-5380-316
C367284	23	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	4.44	11/23	602-24-30-5380-316
C367284	24	Invoice	5 BOXES WHITE COPY PAPER	05/03/2023	4.44	11/23	603-24-30-5380-316
Total C367284:					246.88		
C367368	1	Invoice	GARBAGE BAGS/FLOOR MATS-FULLER HAL	05/03/2023	110.85	11/23	100-22-42-5233-299
Total C367368:					110.85		
Total CAPITAL SANITARY SUPPLY (6096):					718.36		
CENTRAL IOWA BLDG SUPPLY (1298)							
1015978	1	Invoice	3 - 3/16 x 1-3/4 ALUMINUM FLAT x 12'(COMPR	04/25/2023	47.70	11/23	100-23-42-5371-310

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1015978:					47.70		
Total CENTRAL IOWA BLDG SUPPLY (1298):					47.70		
CENTURY LINK (4614)							
832-9166 04/	1	Invoice	PHONE SERVICE - POLICE DEPT	04/22/2023	44.39	11/23	100-21-21-5110-230
Total 832-9166 04/22/23:					44.39		
E65-4065 05/	1	Invoice	ALARM CIRCUIT LINE	05/01/2023	148.00	11/23	100-21-22-5140-230
Total E65-4065 05/01/23:					148.00		
Total CENTURY LINK (4614):					192.39		
CITY OF WEBSTER CITY (176)							
050423	1	Invoice	OUTDOOR POOL START-UP MONEY	05/04/2023	182.50	11/23	100-22-42-5242-299
Total 050423:					182.50		
Total CITY OF WEBSTER CITY (176):					182.50		
CLEAN ALL (7699)							
28195	1	Invoice	CLEANING SERVICES-FULLER HALL LOCKE	04/30/2023	853.15	11/23	100-22-42-5233-299
Total 28195:					853.15		
Total CLEAN ALL (7699):					853.15		
COMBINED SYSTEMS TECH, INC. (4548)							
159119	1	Invoice	ADOBE ACROBAT STANDARD-DRUBE	04/26/2023	50.68	11/23	100-24-16-5420-317
159119	2	Invoice	ADOBE ACROBAT STANDARD-DRUBE	04/26/2023	185.80	11/23	601-24-16-5921-317
159119	3	Invoice	ADOBE ACROBAT STANDARD-DRUBE	04/26/2023	50.68	11/23	602-24-16-5921-317
159119	4	Invoice	ADOBE ACROBAT STANDARD-DRUBE	04/26/2023	50.68	11/23	603-24-16-5921-317
Total 159119:					337.84		
Total COMBINED SYSTEMS TECH, INC. (4548):					337.84		
COUNSEL (3995)							
23AR132590	1	Invoice	PRINTER CONTRACT - PD DEPT	04/27/2023	38.73	11/23	100-21-21-5110-225
Total 23AR1325908:					38.73		
23AR133202	1	Invoice	PRINTER CONTRACT - CEMETERY	05/02/2023	36.92	11/23	100-23-42-5371-299
Total 23AR1332029:					36.92		
23AR133378	1	Invoice	PRINTER CONTRACT - INSPECTION	05/04/2023	52.69	11/23	100-21-18-5190-225
Total 23AR1333787:					52.69		
23AR133378	1	Invoice	PRINTER CONTRACT - LINE DEPT	05/04/2023	66.29	11/23	601-23-52-5931-225
Total 23AR1333788:					66.29		
23AR133547	1	Invoice	PRINTER CONTRACT - STREET DEPT	05/05/2023	35.47	11/23	204-23-30-5310-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 23AR1335473:					35.47		
23AR133669	1	Invoice	PRINTER CONTRACT - WATER DEPT	05/08/2023	40.23	11/23	602-23-61-5931-225
Total 23AR1336699:					40.23		
Total COUNSEL (3995):					270.33		
CTI READY MIX, INC. (7518)							
103710	1	Invoice	5 YDS C-4WR-C20-WATER & UNION	04/27/2023	795.00	11/23	603-23-71-5662-318
Total 103710:					795.00		
103853	1	Invoice	4.25 YDS C-4WR-C20-SOUTH & LISA	05/01/2023	675.75	11/23	602-23-62-5662-318
Total 103853:					675.75		
104047	1	Invoice	5 YDS C-4WR-C20-FAIRMEADOW BY KMART	05/04/2023	795.00	11/23	602-23-62-5662-318
Total 104047:					795.00		
Total CTI READY MIX, INC. (7518):					2,265.75		
CTS LANGUAGE LINK (6323)							
239840	1	Invoice	TELE LANGUAGE TRANSLATION/PD	05/01/2023	373.94	11/23	100-21-21-5110-225
239840	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	05/01/2023	41.16	11/23	601-23-80-5930-299
Total 239840:					415.10		
Total CTS LANGUAGE LINK (6323):					415.10		
CULLIGAN FORT DODGE (207)							
043023	1	Invoice	AIRPORT-SOFT WATER SERVICE	04/30/2023	96.95	11/23	205-23-45-5372-299
Total 043023:					96.95		
Total CULLIGAN FORT DODGE (207):					96.95		
DAKOTA SUPPLY GROUP (3498)							
S102489161.	1	Invoice	8 - 14" TRENCH GRATE-PUBLIC GROUNDS	05/09/2023	1,430.48	11/23	100-23-42-5371-310
Total S102489161.003:					1,430.48		
S102662464.	1	Invoice	8" FLEX CPLG CLAYxPVC-SEWER	04/18/2023	20.03	11/23	603-23-71-5662-318
S102662464.	2	Invoice	MISC SUPPLIES - WATER DIST.	04/18/2023	339.11	11/23	602-23-62-5662-318
Total S102662464.001:					359.14		
Total DAKOTA SUPPLY GROUP (3498):					1,789.62		
DON'S PEST CONTROL (3349)							
5911	1	Invoice	PEST CONTROL SERVICE	05/08/2023	50.00	11/23	602-23-61-5651-299
Total 5911:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DOOLITTLE OIL COMPANY, INC. (243)							
74697	1	Invoice	GARD HYD AW 68 5/1 GAL PAIL-BORING UNI	05/03/2023	50.40	11/23	601-23-52-5935-315
Total 74697:					50.40		
Total DOOLITTLE OIL COMPANY, INC. (243):					50.40		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000038202	1	Invoice	HEALTH INSURANCE - JUNE 2023	05/04/2023	4,080.00	11/23	902-11100
000038202	2	Invoice	HEALTH INSURANCE - JUNE 2023	05/04/2023	104,829.06	11/23	902-11215
Total 000038202:					108,909.06		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					108,909.06		
FAREWAY STORES - BOONE (4162)							
050823	1	Invoice	JUNE 2023 TIF PYMT - FAREWAY	05/08/2023	3,601.59	11/23	284-23-98-5395-910
Total 050823:					3,601.59		
Total FAREWAY STORES - BOONE (4162):					3,601.59		
FAREWAY STORES, INC. #395 (284)							
00014295	1	Invoice	WATER-CORNBELT JET	04/27/2023	11.52	11/23	601-23-51-5566-318
Total 00014295:					11.52		
Total FAREWAY STORES, INC. #395 (284):					11.52		
FASTENAL COMPANY (3509)							
IAFTD25503	1	Invoice	LG-XXL KEULAR GLOVES	04/25/2023	433.69	11/23	601-23-52-5588-312
Total IAFTD255034:					433.69		
Total FASTENAL COMPANY (3509):					433.69		
FIRST STATE BANK (299)							
050823	1	Invoice	JUNE 2023 TIF PYMT - AGMT #1 & #2- FSB	05/08/2023	28,276.72	11/23	285-23-98-5395-910
Total 050823:					28,276.72		
Total FIRST STATE BANK (299):					28,276.72		
FLETCHER-REINHARDT SERVICE COMPANY (305)							
105780	1	Invoice	BATTERY & POWER SUPPLY BOARD FOR F	04/26/2023	2,061.04	11/23	601-23-52-5588-318
Total 105780:					2,061.04		
S1285117.00	1	Invoice	(50) CLAMP, DEADEND, AL STRAIGHT LINE S	05/05/2023	1,417.75	11/23	601-23-52-5588-318
Total S1285117.002:					1,417.75		
S1291203.00	1	Invoice	25-50 AMP FUSE KEARNEY	05/05/2023	105.67	11/23	601-23-52-5588-318
Total S1291203.006:					105.67		
S1294511.00	1	Invoice	5 - DEADEND ARM-FIBERGLASS 3-5/8" X 4-5/	02/22/2023	2,113.25	11/23	601-23-52-5588-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total S1294511.001:					2,113.25		
S1296152.00	1	Invoice	5 - VEST HI VISIBILITY, MESH	04/27/2023	285.92	11/23	601-23-51-5566-312
S1296152.00	2	Invoice	5 - VEST HI VISIBILITY, MESH	04/27/2023	285.93	11/23	601-23-52-5586-312
Total S1296152.001:					571.85		
Total FLETCHER-REINHARDT SERVICE COMPANY (305):					6,269.56		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
024062023	1	Invoice	EARPIECE, KEY RING HOLDER, EXO CASE,	04/04/2023	96.68	11/23	100-21-21-5110-312
Total 024062023:					96.68		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					96.68		
GERBER AUTO ELECTRIC (342)							
140508	1	Invoice	HANKOOK DYNAPRO/TPMS VALVE KIT-LINE	04/03/2023	1,319.64	11/23	601-23-52-5935-227
Total 140508:					1,319.64		
141011	1	Invoice	INTERSTATE BATTERY-DUMP TRAILER LINE	04/28/2023	160.45	11/23	601-23-52-5935-314
Total 141011:					160.45		
Total GERBER AUTO ELECTRIC (342):					1,480.09		
HAWKINS, INC. (3668)							
6461566	1	Invoice	CHLORINE/SODIUM BISULFITE	05/02/2023	2,576.65	11/23	603-23-70-5641-318
Total 6461566:					2,576.65		
6464984	1	Invoice	CHLORINE/LPC-DP/SODIUM ALUMINATE	05/05/2023	10,903.89	11/23	602-23-61-5641-318
Total 6464984:					10,903.89		
Total HAWKINS, INC. (3668):					13,480.54		
HEIMAN FIRE EQUIPMENT, INC. (392)							
0920222-IN	1	Invoice	REPLACE E33 EDUCATOR	04/27/2023	803.10	11/23	100-21-22-5140-227
Total 0920222-IN:					803.10		
Total HEIMAN FIRE EQUIPMENT, INC. (392):					803.10		
HELMETS R US (7721)							
65210	1	Invoice	45 HELMETS FOR BIKE RODEO-BLUE PROG	04/19/2023	497.75	11/23	232-21-21-5110-318
Total 65210:					497.75		
Total HELMETS R US (7721):					497.75		
HIVIS SUPPLY (7482)							
420929A	1	Invoice	5(LG) TSHIRTS 20(XL) TSHIRTS	05/01/2023	335.89	11/23	204-23-30-5310-312
Total 420929A:					335.89		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total HIVIS SUPPLY (7482):					335.89		
HYDRITE CHEMICAL CO. (421)							
02673097	1	Invoice	SODA ASH 48,060lbs	05/05/2023	15,702.76	11/23	602-23-61-5641-318
Total 02673097:					15,702.76		
Total HYDRITE CHEMICAL CO. (421):					15,702.76		
HY-VEE ACCOUNTS RECEIVABLE (424)							
4858805977	1	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	5.84	11/23	100-24-11-5410-232
4858805977	2	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	16.06	11/23	601-24-11-5410-232
4858805977	3	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	3.65	11/23	602-24-11-5410-232
4858805977	4	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	3.65	11/23	603-24-11-5410-232
4858805977	5	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	5.84	11/23	100-24-12-5430-232
4858805977	6	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	16.07	11/23	601-23-81-5926-232
4858805977	7	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	3.65	11/23	602-23-81-5926-232
4858805977	8	Invoice	COUNCIL & STAFF GOAL SESSION-5/8/23	05/08/2023	3.65	11/23	603-23-81-5926-232
Total 48588059775:					58.41		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					58.41		
IOWA COMMUNICATIONS NETWORK (7419)							
669827	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	05/02/2023	45.20	11/23	100-24-16-5420-299
669827	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	05/02/2023	45.20	11/23	204-24-16-5930-299
669827	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	05/02/2023	45.20	11/23	601-24-16-5935-299
669827	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	05/02/2023	45.20	11/23	602-24-16-5935-299
669827	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	05/02/2023	45.20	11/23	603-24-16-5935-299
Total 669827:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA DEPT OF PUBLIC SAFETY (468)							
041223	1	Invoice	TERMINAL BILLING & LINE CHARGE - JAN-M	04/12/2023	1,258.50	11/23	100-21-21-5180-225
Total 041223:					1,258.50		
Total IOWA DEPT OF PUBLIC SAFETY (468):					1,258.50		
IOWA ONE CALL (485)							
250078	1	Invoice	ONE CALL SERVICES	04/24/2023	174.07	11/23	601-23-52-5930-299
250078	2	Invoice	ONE CALL SERVICES	04/24/2023	32.93-	11/23	602-23-62-5662-299
250078	3	Invoice	ONE CALL SERVICES	04/24/2023	32.94-	11/23	603-23-71-5662-299
Total 250078:					108.20		
Total IOWA ONE CALL (485):					108.20		
KARL CHEVROLET BUICK GMC (7306)							
2276	1	Invoice	MOUNT/PD CAR #3	04/27/2023	101.06	11/23	204-23-30-5310-314
Total 2276:					101.06		
2299	1	Invoice	2 SEALS - PD #5	05/04/2023	30.20	11/23	204-23-30-5310-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 2299:					30.20		
Total KARL CHEVROLET BUICK GMC (7306):					131.26		
KINNETZ SIGNS (547)							
050423	1	Invoice	1 PAIR 26" CITY LOGO DECALS-PD #11-08	05/04/2023	125.00	11/23	100-21-21-5110-314
Total 050423:					125.00		
Total KINNETZ SIGNS (547):					125.00		
KQWC RADIO STATION (553)							
0068 05/01/2	1	Invoice	RECYCLING ADS	05/01/2023	162.84	11/23	100-23-30-5340-235
Total 0068 05/01/23:					162.84		
Total KQWC RADIO STATION (553):					162.84		
LAMPERT LUMBER (564)							
1740616	1	Invoice	48 LIQUID NAILS 10 OZ	05/03/2023	191.52	11/23	204-23-30-5330-318
Total 1740616:					191.52		
1742839	1	Invoice	2 BOXES STRUCTURAL SCREWS-LINE SHO	05/04/2023	439.98	11/23	601-23-52-5588-318
Total 1742839:					439.98		
Total LAMPERT LUMBER (564):					631.50		
LOGAN CONTRACTORS SUPPLY, INC. (1639)							
B70159	1	Invoice	2=5 GAL FORM RELEASE/2=WHITE PIGMEN	05/08/2023	277.88	11/23	204-23-30-5310-318
Total B70159:					277.88		
Total LOGAN CONTRACTORS SUPPLY, INC. (1639):					277.88		
MARTIN MARIETTA MATERIALS (601)							
38719008	1	Invoice	3/8 WASH - PAVEMENT DOC ROCK	04/20/2023	329.24	11/23	204-23-30-5310-299
Total 38719008:					329.24		
38734093	1	Invoice	3/8 WASH - PAVEMENT DOC ROCK	04/21/2023	1,303.27	11/23	204-23-30-5310-299
Total 38734093:					1,303.27		
Total MARTIN MARIETTA MATERIALS (601):					1,632.51		
MARY ANN'S SPECIALTY FOODS (4460)							
050523	1	Invoice	REIMBURSE/LIGHTING REBATE	05/05/2023	1,267.50	11/23	601-23-53-5588-212
Total 050523:					1,267.50		
Total MARY ANN'S SPECIALTY FOODS (4460):					1,267.50		
MC CLURE ENGINEERING CO. (7469)							
144709	1	Invoice	AIRPORT TAXIWAY LIGHTING FFA AIP No.3-1	04/30/2023	7,185.50	11/23	205-23-45-5372-880

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 144709:					7,185.50		
Total MC CLURE ENGINEERING CO. (7469):					7,185.50		
MC CORMICK, SAMANTHA (7722)							
042823	1	Invoice	CUSTOMER DEPOSIT REFUND	04/28/2023	45.19	11/23	601-21011
Total 042823:					45.19		
Total MC CORMICK, SAMANTHA (7722):					45.19		
MEDIACOM (5464)							
042823	1	Invoice	DIGITAL BOX RENTAL	04/28/2023	7.86	11/23	100-21-21-5110-230
Total 042823:					7.86		
Total MEDIACOM (5464):					7.86		
MENARDS (622)							
89369	1	Invoice	2 - 45" LED TRD-WATERPLANT	04/25/2023	79.98	11/23	602-23-61-5642-318
Total 89369:					79.98		
89407	1	Invoice	LIGHT FIXTURES-RSVP	04/26/2023	62.67	11/23	100-22-42-5280-310
89407	2	Invoice	VALVE SWEAZEY SUBSTATION	04/26/2023	14.99	11/23	601-23-51-5566-318
89407	3	Invoice	STRAPS/SCREWS-STOCK PARTS	04/26/2023	27.56	11/23	601-23-52-5588-318
Total 89407:					105.22		
Total MENARDS (622):					185.20		
MENDEZ, VICTOR & GABRIELA (7723)							
042823	1	Invoice	CUSTOMER DEPOSIT REFUND	04/28/2023	71.91	11/23	601-21011
Total 042823:					71.91		
Total MENDEZ, VICTOR & GABRIELA (7723):					71.91		
MIDAMERICAN ENERGY (629)							
538981581	1	Invoice	BOOSTER STATION ELECTRICITY	04/28/2023	177.81	11/23	602-23-62-5662-237
Total 538981581:					177.81		
Total MIDAMERICAN ENERGY (629):					177.81		
MOORE CLEANING SERVICE, LLC (2902)							
050323	1	Invoice	CLEANING SERVICES FOR CITY HALL	05/03/2023	455.00	11/23	100-24-36-5480-299
050323	2	Invoice	CLEANING SERVICES FOR CITY HALL	05/03/2023	325.00	11/23	601-23-36-5480-299
050323	3	Invoice	CLEANING SERVICES FOR CITY HALL	05/03/2023	260.00	11/23	602-23-36-5480-299
050323	4	Invoice	CLEANING SERVICES FOR CITY HALL	05/03/2023	260.00	11/23	603-23-36-5480-299
Total 050323:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MOTOROLA SOLUTIONS, INC. (5413)							
8281616937	1	Invoice	TRUNION KIT/ANTENNA/CABLE/MOUNT-CAR	04/25/2023	131.66	11/23	100-21-21-5110-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 8281616937:					131.66		
Total MOTOROLA SOLUTIONS, INC. (5413):					131.66		
NAPA AUTO PARTS (677)							
962582	1	Invoice	REPLACE A36 WINDSHIELD WIPERS	04/10/2023	25.98	11/23	100-21-22-5140-227
Total 962582:					25.98		
962592	1	Invoice	A36 PUMP REPAIR	04/10/2023	13.53	11/23	100-21-22-5140-227
Total 962592:					13.53		
963782	1	Invoice	SUPPLIES FOR STR 9, WATER 18, PD 3, STR	04/28/2023	753.16	11/23	204-23-30-5310-314
Total 963782:					753.16		
963966	1	Invoice	SHOP STOCK SUPPLIES-STREET	05/02/2023	128.55	11/23	204-23-30-5310-314
Total 963966:					128.55		
963967	1	Invoice	SUPPLIES FOR STR 9, WATER 18, STR SHO	05/02/2023	125.46	11/23	204-23-30-5310-314
Total 963967:					125.46		
964086	1	Invoice	2 - HI POWER IND V BELT- WATER #18	05/04/2023	55.98	11/23	204-23-30-5310-314
Total 964086:					55.98		
Total NAPA AUTO PARTS (677):					1,102.66		
NCL OF WISCONSIN, INC. (687)							
486207	1	Invoice	MIXES & SOLUTIONS-WASTEWATER	04/20/2023	109.94	11/23	603-23-70-5642-319
486207	2	Invoice	WATER TREATMENT CHEMICALS	04/20/2023	117.45	11/23	602-23-61-5641-318
Total 486207:					227.39		
Total NCL OF WISCONSIN, INC. (687):					227.39		
ONE SOURCE (7527)							
2022123390	1	Invoice	BACKGROUND CHECKS	04/01/2023	19.00	11/23	100-23-42-5371-212
Total 2022123390:					19.00		
Total ONE SOURCE (7527):					19.00		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-155153	1	Invoice	PCV VALVE - WATER #18	05/03/2023	5.78	11/23	204-23-30-5310-314
Total 0357-155153:					5.78		
0357-155560	1	Invoice	H11BP CAPSULE- PD #19-02	05/06/2023	16.82	11/23	100-21-21-5110-314
Total 0357-155560:					16.82		
Total O'REILLY AUTOMOTIVE, INC. (727):					22.60		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
PAGEL REPAIR (3497)							
421-40	1	Invoice	5 - KEYS	04/21/2023	6.00	11/23	100-24-12-5430-316
421-40	2	Invoice	5 - KEYS	04/21/2023	16.50	11/23	601-23-81-5921-316
421-40	3	Invoice	5 - KEYS	04/21/2023	3.75	11/23	602-23-81-5921-316
421-40	4	Invoice	5 - KEYS	04/21/2023	3.75	11/23	603-23-81-5921-316
Total 421-40:					30.00		
Total PAGEL REPAIR (3497):					30.00		
PEPSI-COLA (7435)							
48435910	1	Invoice	POP & GATORADE FOR RESALE-FULLER HA	05/02/2023	306.93	11/23	100-22-42-5233-323
Total 48435910:					306.93		
Total PEPSI-COLA (7435):					306.93		
PET WASTE ELIMINATOR (7017)							
43222974	1	Invoice	PET WASTE DOGGIE BAGS/TRASH CAN LIN	04/25/2023	208.99	11/23	100-22-42-5210-318
Total 43222974:					208.99		
Total PET WASTE ELIMINATOR (7017):					208.99		
PLATINUM CONNECT, LLC. (7663)							
1005242	1	Invoice	TELEPHONE SERVICE	05/01/2023	9.48	11/23	100-24-12-5430-230
1005242	2	Invoice	TELEPHONE SERVICE	05/01/2023	26.06	11/23	601-23-81-5921-230
1005242	3	Invoice	TELEPHONE SERVICE	05/01/2023	5.92	11/23	602-23-81-5921-230
1005242	4	Invoice	TELEPHONE SERVICE	05/01/2023	5.92	11/23	603-23-81-5921-230
1005242	5	Invoice	TELEPHONE SERVICE	05/01/2023	4.27	11/23	100-24-14-5435-230
1005242	6	Invoice	TELEPHONE SERVICE	05/01/2023	30.80	11/23	601-23-80-5903-230
1005242	7	Invoice	TELEPHONE SERVICE	05/01/2023	9.48	11/23	602-23-80-5921-230
1005242	8	Invoice	TELEPHONE SERVICE	05/01/2023	2.84	11/23	603-23-80-5921-230
1005242	9	Invoice	TELEPHONE SERVICE	05/01/2023	11.85	11/23	100-24-30-5380-230
1005242	10	Invoice	TELEPHONE SERVICE	05/01/2023	11.85	11/23	601-24-30-5380-230
1005242	11	Invoice	TELEPHONE SERVICE	05/01/2023	11.85	11/23	602-24-30-5380-230
1005242	12	Invoice	TELEPHONE SERVICE	05/01/2023	11.85	11/23	603-24-30-5380-230
1005242	13	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	100-23-42-5371-230
1005242	14	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	601-23-52-5588-230
1005242	15	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	100-22-42-5233-230
1005242	16	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	204-23-30-5310-230
1005242	17	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	603-23-70-5642-230
1005242	18	Invoice	TELEPHONE SERVICE	05/01/2023	47.40	11/23	602-23-61-5642-230
1005242	19	Invoice	TELEPHONE SERVICE	05/01/2023	1.82	11/23	100-21-22-5140-230
1005242	20	Invoice	TELEPHONE SERVICE	05/01/2023	172.91	11/23	100-21-21-5110-230
Total 1005242:					601.30		
INV-1007	1	Invoice	AGREED UPON SHARE OF REQ CHANGES	04/27/2023	112.50	11/23	100-24-16-5420-299
INV-1007	2	Invoice	AGREED UPON SHARE OF REQ CHANGES	04/27/2023	412.50	11/23	601-24-16-5935-299
INV-1007	3	Invoice	AGREED UPON SHARE OF REQ CHANGES	04/27/2023	112.50	11/23	602-24-16-5935-299
INV-1007	4	Invoice	AGREED UPON SHARE OF REQ CHANGES	04/27/2023	112.50	11/23	603-24-16-5935-299
Total INV-1007:					750.00		
Total PLATINUM CONNECT, LLC. (7663):					1,351.30		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
PRAIRIE ENERGY COOPERATIVE (768)							
22685 05/04/	1	Invoice	AIRPORT ELECTRICITY	05/04/2023	621.96	11/23	205-23-45-5372-237
Total 22685 05/04/23:					621.96		
Total PRAIRIE ENERGY COOPERATIVE (768):					621.96		
RANGEMASTERS TRAINING CENTER (7144)							
20-692504-3	1	Invoice	ACCESSORIES - OFFICER HOLCOMBE	02/10/2023	940.00	11/23	100-21-21-5110-312
Total 20-692504-32:					940.00		
20-692545-9	1	Invoice	DECAL ID PANEL- OFFICER MOURLAM	03/23/2023	23.00	11/23	100-21-21-5110-312
Total 20-692545-9:					23.00		
Total RANGEMASTERS TRAINING CENTER (7144):					963.00		
RICKLEFS, KEITH (7724)							
042823	1	Invoice	CUSTOMER DEPOSIT REFUND	04/28/2023	90.00	11/23	601-21011
Total 042823:					90.00		
Total RICKLEFS, KEITH (7724):					90.00		
RIDGE DEVELOPMENT CO., LLC (6828)							
050823	1	Invoice	JUNE 2023 TIF PYMT-RIDGE DEV	05/08/2023	9,441.06	11/23	294-23-98-5395-910
Total 050823:					9,441.06		
Total RIDGE DEVELOPMENT CO., LLC (6828):					9,441.06		
SAFE BUILDING LLC (7669)							
1852	1	Invoice	CITY CODE CONSULTING AT MULTIPLE PRO	04/30/2023	3,838.13	11/23	100-21-18-5190-212
Total 1852:					3,838.13		
Total SAFE BUILDING LLC (7669):					3,838.13		
SHUTTLEWORTH & INGERSOLL, P.L.C. (6731)							
4523701	1	Invoice	PROFESSIONAL SVCS/PINHOLE LEAKS	02/06/2023	1,328.00	11/23	602-23-61-5930-212
Total 4523701:					1,328.00		
Total SHUTTLEWORTH & INGERSOLL, P.L.C. (6731):					1,328.00		
SNYDER & ASSOCIATES (2951)							
122.0346.01-	1	Invoice	ENG SVC - LINCOLN DR	04/28/2023	6,621.62	11/23	525-23-30-5310-212
122.0346.01-	2	Invoice	ENG SVC - FAIR MEADOW	04/28/2023	8,747.00	11/23	525-23-30-5310-212
Total 122.0346.01-12:					15,368.62		
123.0071.01-	1	Invoice	ENG-GENERAL SVC	04/28/2023	2,546.41	11/23	100-24-30-5380-212
123.0071.01-	2	Invoice	ENG-GENERAL SVC	04/28/2023	2,546.41	11/23	601-24-30-5380-212
123.0071.01-	3	Invoice	ENG-GENERAL SVC	04/28/2023	2,546.41	11/23	602-24-30-5380-212
123.0071.01-	4	Invoice	ENG-GENERAL SVC	04/28/2023	2,546.41	11/23	603-24-30-5380-212
123.0071.01-	5	Invoice	ENG - CIP SUPERIOR ST PANEL REPLACEM	04/28/2023	452.50	11/23	204-23-30-5310-212
123.0071.01-	6	Invoice	ENG - WATER TOWER BOUNDARY SURVEY	04/28/2023	852.00	11/23	602-23-61-5642-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 123.0071.01-3:					11,490.14		
Total SNYDER & ASSOCIATES (2951):					26,858.76		
STATE HYGIENIC LABORATORY (423)							
255694	1	Invoice	WASTEWATER TESTING	04/30/2023	802.00	11/23	603-23-70-5923-212
Total 255694:					802.00		
255695	1	Invoice	WATER PLANT TESTING	04/30/2023	341.50	11/23	602-23-61-5651-299
Total 255695:					341.50		
Total STATE HYGIENIC LABORATORY (423):					1,143.50		
STEIN HEATING & COOLING, INC. (5576)							
14966	1	Invoice	DEPOT FILTERS	05/02/2023	313.56	11/23	100-22-42-5222-318
Total 14966:					313.56		
Total STEIN HEATING & COOLING, INC. (5576):					313.56		
STIVERS FORD LINCOLN (2920)							
041713	1	Invoice	ADD ACCESSORIES TO TRUCK 2210	04/20/2023	11,604.65	11/23	100-21-21-5110-515
Total 041713:					11,604.65		
Total STIVERS FORD LINCOLN (2920):					11,604.65		
STORM FLYING SERVICE, INC. (911)							
1668	1	Invoice	REIMBURSEMENT FOR BATHROOM CEILIN	04/25/2023	56.05	11/23	205-23-45-5372-299
Total 1668:					56.05		
Total STORM FLYING SERVICE, INC. (911):					56.05		
SURVEYING & MAPPING, LLC (7245)							
15079	1	Invoice	GIS TECH SUPPORT-SANITARY SEWER PER	05/04/2023	525.00	11/23	603-23-71-5662-299
Total 15079:					525.00		
Total SURVEYING & MAPPING, LLC (7245):					525.00		
THE TRASHMAN, LLC (943)							
739-1778	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	26.95	11/23	100-24-36-5480-236
739-1778	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	19.25	11/23	601-23-36-5480-236
739-1778	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	15.40	11/23	602-23-36-5480-236
739-1778	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	15.40	11/23	603-23-36-5480-236
739-1778	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	77.00	11/23	100-22-42-5280-236
739-1778	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	204-23-30-5310-236
739-1778	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	16.50	11/23	100-21-22-5140-236
739-1778	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	77.00	11/23	100-22-42-5233-236
739-1778	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	601-23-52-5588-236
739-1778	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	603-23-70-5642-236
739-1778	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	100-22-42-5210-236
739-1778	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	602-23-61-5642-236
739-1778	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	04/30/2023	44.00	11/23	205-23-45-5372-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 739-1778:					511.50		
739-1779	1	Invoice	DROP BOX CHARGES/EXTRA SVC	04/30/2023	314.00	11/23	100-23-30-5340-235
Total 739-1779:					314.00		
739-1780	1	Invoice	CURB RECYCLING - APRIL 2023	05/01/2023	13,089.61	11/23	100-23-30-5340-235
Total 739-1780:					13,089.61		
Total THE TRASHMAN, LLC (943):					13,915.11		
TMI SERVICES, INC. (954)							
14508	1	Invoice	HANDICAP PORTABLE TOILET RENTAL-MUL	05/01/2023	73.67	11/23	100-22-42-5221-225
14508	2	Invoice	PORTABLE TOILET RENTALS-LIONS/WEHRH	05/01/2023	161.49	11/23	100-22-42-5210-225
Total 14508:					235.16		
Total TMI SERVICES, INC. (954):					235.16		
T-MOBILE (7288)							
973411563 0	1	Invoice	PHONE SVC/INSPECTION	04/23/2023	25.43	11/23	100-21-18-5190-230
973411563 0	2	Invoice	PHONE SVC/PD CAR PHONES	04/23/2023	152.58	11/23	100-21-21-5110-230
973411563 0	3	Invoice	PHONE SVC/INVESTIGATOR	04/23/2023	33.09	11/23	100-21-21-5110-230
973411563 0	4	Invoice	ST DEPT (GTAC)	04/23/2023	10.56	11/23	204-23-30-5310-230
973411563 0	5	Invoice	ST DEPT (GTAC)	04/23/2023	10.57	11/23	602-23-62-5662-230
973411563 0	6	Invoice	TOUGHBOOKS	04/23/2023	147.91	11/23	100-21-21-5110-230
Total 973411563 04/23/23:					380.14		
974816802 0	1	Invoice	PHONE SVC/ORTON	04/21/2023	14.98	11/23	601-23-52-5588-230
974816802 0	2	Invoice	PHONE SVC/ORTON	04/21/2023	14.99	11/23	601-23-51-5566-230
974816802 0	3	Invoice	PHONE SVC/ARIEL	04/21/2023	25.09	11/23	100-24-18-5470-230
974816802 0	4	Invoice	PHONE SVC/BREANNE	04/21/2023	15.38	11/23	100-22-42-5210-230
974816802 0	5	Invoice	PHONE SVC/BREANNE	04/21/2023	15.38	11/23	100-22-42-5233-230
974816802 0	6	Invoice	PHONE SVC/BREANNE	04/21/2023	15.38	11/23	100-23-42-5371-230
974816802 0	7	Invoice	ON-CALL PHONE SVC/WATER	04/21/2023	44.42	11/23	602-23-61-5642-230
974816802 0	8	Invoice	ON-CALL PHONE SVC/WWTP	04/21/2023	44.42	11/23	603-23-70-5642-230
974816802 0	9	Invoice	PHONE SVC/NICK	04/21/2023	22.21	11/23	602-23-61-5642-230
974816802 0	10	Invoice	PHONE SVC/NICK	04/21/2023	22.21	11/23	603-23-70-5642-230
974816802 0	11	Invoice	PHONE SVC/MGR & ASST MGR	04/21/2023	27.46	11/23	100-24-12-5430-230
974816802 0	12	Invoice	PHONE SVC/MGR & ASST MGR	04/21/2023	75.52	11/23	601-23-81-5921-230
974816802 0	13	Invoice	PHONE SVC/MGR & ASST MGR	04/21/2023	17.15	11/23	602-23-81-5921-230
974816802 0	14	Invoice	PHONE SVC/MGR & ASST MGR	04/21/2023	17.15	11/23	603-23-81-5921-230
974816802 0	15	Invoice	SCADA TABLET	04/21/2023	19.97	11/23	602-23-61-5935-870
974816802 0	16	Invoice	METER IPAD SVC	04/21/2023	9.98	11/23	602-23-80-5902-299
974816802 0	17	Invoice	METER IPAD SVC	04/21/2023	9.99	11/23	601-23-80-5905-299
974816802 0	18	Invoice	RIGHT OF WAY IPAD SVC	04/21/2023	4.99	11/23	100-24-30-5380-230
974816802 0	19	Invoice	RIGHT OF WAY IPAD SVC	04/21/2023	4.99	11/23	601-24-30-5380-230
974816802 0	20	Invoice	RIGHT OF WAY IPAD SVC	04/21/2023	4.99	11/23	602-24-30-5380-230
974816802 0	21	Invoice	RIGHT OF WAY IPAD SVC	04/21/2023	5.00	11/23	603-24-30-5380-230
974816802 0	22	Invoice	PD (GTAC)	04/21/2023	39.94	11/23	100-21-21-5110-230
974816802 0	23	Invoice	STREET IPAD SVC	04/21/2023	29.95	11/23	204-23-30-5310-230
974816802 0	24	Invoice	STREET IPAD SVC	04/21/2023	29.96	11/23	602-23-62-5662-230
Total 974816802 04/21/23:					531.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total T-MOBILE (7288):					911.64		
TOLLE AUTOMOTIVE, INC. (3188)							
21285	1	Invoice	2 MOUNT/BALANCE #1904	11/09/2022	84.46	11/23	100-21-21-5110-227
Total 21285:					84.46		
21286	1	Invoice	2 MOUNT/BALANCE #1906	11/09/2022	84.46	11/23	100-21-21-5110-227
Total 21286:					84.46		
21289	1	Invoice	MOUNT/BALANCE - #1902	11/10/2022	84.46	11/23	100-21-21-5110-227
Total 21289:					84.46		
22053	1	Invoice	TIRE REPAIR - #1904	04/24/2023	36.14	11/23	100-21-21-5110-227
Total 22053:					36.14		
22060	1	Invoice	MOUNT/BALANCE - TRK #3	04/25/2023	32.14	11/23	601-23-52-5935-227
Total 22060:					32.14		
22120	1	Invoice	MOUNT/BALANCE - TRK #1	05/05/2023	63.86	11/23	601-23-52-5935-227
Total 22120:					63.86		
Total TOLLE AUTOMOTIVE, INC. (3188):					385.52		
TOWN & COUNTRY INSURANCE (959)							
6467 CAUT	1	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	8,223.20	11/23	100-21-21-5110-216
6467 CAUT	2	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	5,008.20	11/23	100-21-22-5140-216
6467 CAUT	3	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	847.00	11/23	100-21-18-5190-216
6467 CAUT	4	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	632.96	11/23	603-23-71-5924-216
6467 CAUT	5	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	632.96	11/23	204-23-30-5330-216
6467 CAUT	6	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	632.96	11/23	100-23-30-5350-216
6467 CAUT	7	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	3,164.80	11/23	204-23-30-5320-216
6467 CAUT	8	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	5,696.01	11/23	204-23-30-5310-216
6467 CAUT	9	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	1,898.88	11/23	602-23-62-5924-216
6467 CAUT	10	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	4,820.34	11/23	100-22-42-5210-216
6467 CAUT	11	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	650.00	11/23	100-22-42-5233-216
6467 CAUT	12	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	2,065.86	11/23	100-23-42-5371-216
6467 CAUT	13	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	2,508.40	11/23	602-23-61-5924-216
6467 CAUT	14	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	903.60	11/23	602-23-60-5924-216
6467 CAUT	15	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	695.50	11/23	602-23-80-5924-216
6467 CAUT	16	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	695.50	11/23	601-23-80-5924-216
6467 CAUT	17	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	1,659.00	11/23	603-23-70-5924-216
6467 CAUT	18	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	1,737.64	11/23	601-23-51-5924-216
6467 CAUT	19	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	7,534.19	11/23	601-23-52-5924-216
6467 CAUT	20	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	381.00	11/23	100-24-30-5380-216
6467 CAUT	21	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	381.00	11/23	601-23-80-5924-216
6467 CAUT	22	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	381.00	11/23	100-24-12-5430-216
6467 CAUT	23	Invoice	BUSINESS AUTO RENEWAL	04/01/2023	578.00	11/23	205-23-45-5372-216
Total 6467 CAUT:					51,728.00		
6467 CGLB1	1	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	430.12	11/23	100-21-18-5190-217
6467 CGLB1	2	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	4,181.73	11/23	100-21-21-5110-217

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
6467 CGLB1	3	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,069.33	11/23	100-21-21-5180-217
6467 CGLB1	4	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	3,470.84	11/23	100-21-22-5140-217
6467 CGLB1	5	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	818.42	11/23	100-22-42-5210-217
6467 CGLB1	6	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,260.49	11/23	100-22-42-5221-217
6467 CGLB1	7	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,487.50	11/23	100-22-42-5233-217
6467 CGLB1	8	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,194.78	11/23	100-22-42-5242-217
6467 CGLB1	9	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	370.38	11/23	100-22-42-5251-217
6467 CGLB1	10	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,374.00	11/23	100-23-42-5371-217
6467 CGLB1	11	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	250.90	11/23	100-24-12-5430-217
6467 CGLB1	12	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	197.14	11/23	100-24-14-5435-217
6467 CGLB1	13	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	197.14	11/23	100-24-18-5470-217
6467 CGLB1	14	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	364.41	11/23	100-24-30-5380-217
6467 CGLB1	15	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	203.11	11/23	100-24-36-5480-217
6467 CGLB1	16	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	2,694.23	11/23	204-23-30-5310-217
6467 CGLB1	17	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	340.51	11/23	204-23-30-5320-217
6467 CGLB1	18	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	65.71	11/23	204-23-30-5330-217
6467 CGLB1	19	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	131.43	11/23	100-23-30-5350-217
6467 CGLB1	20	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	11,422.10	11/23	601-23-51-5925-217
6467 CGLB1	21	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	11,320.54	11/23	601-23-52-5925-217
6467 CGLB1	22	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,792.17	11/23	601-23-52-5924-217
6467 CGLB1	23	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,672.69	11/23	601-23-80-5925-217
6467 CGLB1	24	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	854.27	11/23	601-23-81-5925-217
6467 CGLB1	25	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,541.27	11/23	602-23-60-5925-217
6467 CGLB1	26	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	5,770.79	11/23	602-23-61-5925-217
6467 CGLB1	27	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	1,063.35	11/23	602-23-62-5925-217
6467 CGLB1	28	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	824.40	11/23	602-23-80-5925-217
6467 CGLB1	29	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	507.78	11/23	602-23-81-5925-217
6467 CGLB1	30	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	2,323.85	11/23	603-23-70-5925-217
6467 CGLB1	31	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	346.49	11/23	603-23-71-5925-217
6467 CGLB1	32	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	119.48	11/23	603-23-80-5925-217
6467 CGLB1	33	Invoice	COMM GENERAL LIABILITY RENEWAL	04/01/2023	77.65	11/23	603-23-81-5925-217
Total 6467 CGLB1:					59,739.00		
6467 CGLB2	1	Invoice	LAW ENFORCEMENT LIABILITY	04/01/2023	10,615.00	11/23	100-21-21-5110-217
Total 6467 CGLB2:					10,615.00		
6467 CMPR	1	Invoice	COMM PROPERTY RENEWAL	04/01/2023	474.39	11/23	100-24-12-5430-216
6467 CMPR	2	Invoice	COMM PROPERTY RENEWAL	04/01/2023	2,072.33	11/23	100-24-36-5480-216
6467 CMPR	3	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	100-24-16-5420-216
6467 CMPR	4	Invoice	COMM PROPERTY RENEWAL	04/01/2023	3,345.69	11/23	100-21-21-5110-216
6467 CMPR	5	Invoice	COMM PROPERTY RENEWAL	04/01/2023	287.13	11/23	100-21-18-5190-216
6467 CMPR	6	Invoice	COMM PROPERTY RENEWAL	04/01/2023	287.13	11/23	100-24-30-5380-216
6467 CMPR	7	Invoice	COMM PROPERTY RENEWAL	04/01/2023	287.13	11/23	100-24-18-5470-216
6467 CMPR	8	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,048.65	11/23	601-23-81-5924-216
6467 CMPR	9	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,048.65	11/23	601-23-80-5924-216
6467 CMPR	10	Invoice	COMM PROPERTY RENEWAL	04/01/2023	474.39	11/23	601-23-36-5924-216
6467 CMPR	11	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	601-24-16-5924-216
6467 CMPR	12	Invoice	COMM PROPERTY RENEWAL	04/01/2023	2,858.81	11/23	100-21-22-5140-216
6467 CMPR	13	Invoice	COMM PROPERTY RENEWAL	04/01/2023	8,938.47	11/23	601-23-52-5924-216
6467 CMPR	14	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,510.55	11/23	100-22-42-5221-216
6467 CMPR	15	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,672.84	11/23	100-22-42-5210-216
6467 CMPR	16	Invoice	COMM PROPERTY RENEWAL	04/01/2023	9,862.28	11/23	100-22-42-5233-216
6467 CMPR	17	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,298.33	11/23	100-22-42-5242-216
6467 CMPR	18	Invoice	COMM PROPERTY RENEWAL	04/01/2023	1,111.07	11/23	100-22-42-5280-216
6467 CMPR	19	Invoice	COMM PROPERTY RENEWAL	04/01/2023	436.94	11/23	100-23-42-5371-216
6467 CMPR	20	Invoice	COMM PROPERTY RENEWAL	04/01/2023	23,245.02	11/23	603-23-70-5924-216

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
6467 CMPR	21	Invoice	COMM PROPERTY RENEWAL	04/01/2023	2,097.30	11/23	204-23-30-5310-216
6467 CMPR	22	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	602-23-36-5924-216
6467 CMPR	23	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	602-24-16-5924-216
6467 CMPR	24	Invoice	COMM PROPERTY RENEWAL	04/01/2023	25,616.96	11/23	602-23-61-5924-216
6467 CMPR	25	Invoice	COMM PROPERTY RENEWAL	04/01/2023	7,353.02	11/23	602-23-60-5924-216
6467 CMPR	26	Invoice	COMM PROPERTY RENEWAL	04/01/2023	3,021.10	11/23	205-23-45-5372-216
6467 CMPR	27	Invoice	COMM PROPERTY RENEWAL	04/01/2023	8,938.47	11/23	601-23-51-5924-216
6467 CMPR	28	Invoice	COMM PROPERTY RENEWAL	04/01/2023	15,192.91	11/23	601-23-36-5393-216
6467 CMPR	29	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	603-23-36-5924-216
6467 CMPR	30	Invoice	COMM PROPERTY RENEWAL	04/01/2023	312.10	11/23	603-24-16-5924-216
6467 CMPR	31	Invoice	COMM PROPERTY RENEWAL	04/01/2023	486.84	11/23	100-23-43-5361-216
Total 6467 CMPR:					124,839.00		
6467 CRIM	1	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-21-18-5190-217
6467 CRIM	2	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	25.06	11/23	100-21-21-5110-217
6467 CRIM	3	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-21-22-5140-217
6467 CRIM	4	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	26.13	11/23	100-22-42-5233-217
6467 CRIM	5	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-23-42-5371-217
6467 CRIM	6	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-24-11-5410-217
6467 CRIM	7	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-24-12-5430-217
6467 CRIM	8	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	39.49	11/23	100-24-14-5435-217
6467 CRIM	9	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-24-18-5470-217
6467 CRIM	10	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	100-24-30-5380-217
6467 CRIM	11	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	204-23-30-5310-217
6467 CRIM	12	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	601-23-51-5925-217
6467 CRIM	13	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	601-23-52-5925-217
6467 CRIM	14	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	281.44	11/23	601-23-80-5925-217
6467 CRIM	15	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	602-23-61-5925-217
6467 CRIM	16	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	78.98	11/23	602-23-80-5925-217
6467 CRIM	17	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	24.78	11/23	603-23-70-5925-217
6467 CRIM	18	Invoice	CRIME FIDELITY RENEWAL	04/01/2023	44.54	11/23	603-23-80-5925-217
Total 6467 CRIM:					793.00		
6467 EQFL	1	Invoice	INLAND MARINE RENEWAL	04/01/2023	383.98	11/23	100-21-22-5140-216
6467 EQFL	2	Invoice	INLAND MARINE RENEWAL	04/01/2023	238.10	11/23	100-22-42-5210-216
6467 EQFL	3	Invoice	INLAND MARINE RENEWAL	04/01/2023	500.00	11/23	100-22-42-5221-216
6467 EQFL	4	Invoice	INLAND MARINE RENEWAL	04/01/2023	238.10	11/23	100-22-42-5233-216
6467 EQFL	5	Invoice	INLAND MARINE RENEWAL	04/01/2023	1,187.23	11/23	204-23-30-5310-216
6467 EQFL	6	Invoice	INLAND MARINE RENEWAL	04/01/2023	286.59	11/23	204-23-30-5320-216
6467 EQFL	7	Invoice	INLAND MARINE RENEWAL	04/01/2023	464.00	11/23	601-23-51-5924-216
6467 EQFL	8	Invoice	INLAND MARINE RENEWAL	04/01/2023	464.00	11/23	601-23-52-5924-216
Total 6467 EQFL:					3,762.00		
6467 PE&O	1	Invoice	LINEBACKER RENEWAL	04/01/2023	1,128.90	11/23	100-21-18-5190-217
6467 PE&O	2	Invoice	LINEBACKER RENEWAL	04/01/2023	1,015.63	11/23	100-24-12-5430-217
6467 PE&O	3	Invoice	LINEBACKER RENEWAL	04/01/2023	610.53	11/23	100-24-14-5435-217
6467 PE&O	4	Invoice	LINEBACKER RENEWAL	04/01/2023	1,128.90	11/23	100-24-18-5470-217
6467 PE&O	5	Invoice	LINEBACKER RENEWAL	04/01/2023	3,390.54	11/23	100-24-30-5380-217
6467 PE&O	6	Invoice	LINEBACKER RENEWAL	04/01/2023	4,402.33	11/23	601-23-80-5925-217
6467 PE&O	7	Invoice	LINEBACKER RENEWAL	04/01/2023	3,386.70	11/23	601-23-81-5925-217
6467 PE&O	8	Invoice	LINEBACKER RENEWAL	04/01/2023	1,355.45	11/23	602-23-80-5925-217
6467 PE&O	9	Invoice	LINEBACKER RENEWAL	04/01/2023	2,033.17	11/23	602-23-81-5925-217
6467 PE&O	10	Invoice	LINEBACKER RENEWAL	04/01/2023	746.85	11/23	603-23-80-5925-217

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 6467 PE&O:					19,199.00		
6467 UMBC	1	Invoice	UMBRELLA RENEWAL	04/01/2023	214.42	11/23	100-21-18-5190-217
6467 UMBC	2	Invoice	UMBRELLA RENEWAL	04/01/2023	2,322.84	11/23	100-21-21-5110-217
6467 UMBC	3	Invoice	UMBRELLA RENEWAL	04/01/2023	641.01	11/23	100-21-21-5180-217
6467 UMBC	4	Invoice	UMBRELLA RENEWAL	04/01/2023	1,226.19	11/23	100-21-22-5140-217
6467 UMBC	5	Invoice	UMBRELLA RENEWAL	04/01/2023	122.84	11/23	100-21-30-5120-217
6467 UMBC	6	Invoice	UMBRELLA RENEWAL	04/01/2023	783.96	11/23	100-22-42-5210-217
6467 UMBC	7	Invoice	UMBRELLA RENEWAL	04/01/2023	118.38	11/23	100-22-42-5221-217
6467 UMBC	8	Invoice	UMBRELLA RENEWAL	04/01/2023	129.54	11/23	100-22-42-5222-217
6467 UMBC	9	Invoice	UMBRELLA RENEWAL	04/01/2023	743.76	11/23	100-22-42-5233-217
6467 UMBC	10	Invoice	UMBRELLA RENEWAL	04/01/2023	437.77	11/23	100-22-42-5242-217
6467 UMBC	11	Invoice	UMBRELLA RENEWAL	04/01/2023	80.41	11/23	100-23-30-5350-217
6467 UMBC	12	Invoice	UMBRELLA RENEWAL	04/01/2023	964.87	11/23	100-23-42-5371-217
6467 UMBC	13	Invoice	UMBRELLA RENEWAL	04/01/2023	127.31	11/23	100-24-12-5430-217
6467 UMBC	14	Invoice	UMBRELLA RENEWAL	04/01/2023	118.38	11/23	100-24-14-5435-217
6467 UMBC	15	Invoice	UMBRELLA RENEWAL	04/01/2023	98.27	11/23	100-24-18-5470-217
6467 UMBC	16	Invoice	UMBRELLA RENEWAL	04/01/2023	185.38	11/23	100-24-30-5380-217
6467 UMBC	17	Invoice	UMBRELLA RENEWAL	04/01/2023	40.20	11/23	100-24-36-5480-217
6467 UMBC	18	Invoice	UMBRELLA RENEWAL	04/01/2023	17.87	11/23	100-24-16-5420-217
6467 UMBC	19	Invoice	UMBRELLA RENEWAL	04/01/2023	1,599.19	11/23	204-23-30-5310-217
6467 UMBC	20	Invoice	UMBRELLA RENEWAL	04/01/2023	203.25	11/23	204-23-30-5320-217
6467 UMBC	21	Invoice	UMBRELLA RENEWAL	04/01/2023	37.97	11/23	204-23-30-5330-217
6467 UMBC	22	Invoice	UMBRELLA RENEWAL	04/01/2023	1,981.11	11/23	601-23-51-5925-217
6467 UMBC	23	Invoice	UMBRELLA RENEWAL	04/01/2023	2,874.51	11/23	601-23-52-5925-217
6467 UMBC	24	Invoice	UMBRELLA RENEWAL	04/01/2023	949.24	11/23	601-23-80-5925-217
6467 UMBC	25	Invoice	UMBRELLA RENEWAL	04/01/2023	513.71	11/23	601-23-81-5925-217
6467 UMBC	26	Invoice	UMBRELLA RENEWAL	04/01/2023	26.80	11/23	601-23-36-5925-217
6467 UMBC	27	Invoice	UMBRELLA RENEWAL	04/01/2023	100.51	11/23	601-24-16-5925-217
6467 UMBC	28	Invoice	UMBRELLA RENEWAL	04/01/2023	1,065.38	11/23	602-23-60-5925-217
6467 UMBC	29	Invoice	UMBRELLA RENEWAL	04/01/2023	1,384.77	11/23	602-23-61-5925-217
6467 UMBC	30	Invoice	UMBRELLA RENEWAL	04/01/2023	705.79	11/23	602-23-62-5925-217
6467 UMBC	31	Invoice	UMBRELLA RENEWAL	04/01/2023	386.40	11/23	602-23-80-5925-217
6467 UMBC	32	Invoice	UMBRELLA RENEWAL	04/01/2023	305.99	11/23	602-23-81-5925-217
6467 UMBC	33	Invoice	UMBRELLA RENEWAL	04/01/2023	22.34	11/23	602-23-36-5925-217
6467 UMBC	34	Invoice	UMBRELLA RENEWAL	04/01/2023	26.80	11/23	602-24-16-5925-217
6467 UMBC	35	Invoice	UMBRELLA RENEWAL	04/01/2023	1,398.17	11/23	603-23-70-5925-217
6467 UMBC	36	Invoice	UMBRELLA RENEWAL	04/01/2023	209.95	11/23	603-23-71-5925-217
6467 UMBC	37	Invoice	UMBRELLA RENEWAL	04/01/2023	71.47	11/23	603-23-80-5925-217
6467 UMBC	38	Invoice	UMBRELLA RENEWAL	04/01/2023	49.14	11/23	603-23-81-5925-217
6467 UMBC	39	Invoice	UMBRELLA RENEWAL	04/01/2023	22.34	11/23	603-23-36-5925-217
6467 UMBC	40	Invoice	UMBRELLA RENEWAL	04/01/2023	26.77	11/23	603-24-16-5925-217
Total 6467 UMBC:					22,335.00		
6467 WORK	1	Invoice	WORKERS COMP RENEWAL	04/01/2023	404.45	11/23	201-21-18-5190-129
6467 WORK	2	Invoice	WORKERS COMP RENEWAL	04/01/2023	10,927.08	11/23	201-21-21-5110-129
6467 WORK	3	Invoice	WORKERS COMP RENEWAL	04/01/2023	202.23	11/23	201-21-21-5170-129
6467 WORK	4	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,820.03	11/23	201-21-21-5180-129
6467 WORK	5	Invoice	WORKERS COMP RENEWAL	04/01/2023	79,692.00	11/23	201-21-22-5140-129
6467 WORK	6	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,310.18	11/23	201-21-30-5120-129
6467 WORK	7	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,019.62	11/23	201-22-42-5210-129
6467 WORK	8	Invoice	WORKERS COMP RENEWAL	04/01/2023	4,549.60	11/23	201-22-42-5210-129
6467 WORK	9	Invoice	WORKERS COMP RENEWAL	04/01/2023	218.49	11/23	201-22-42-5221-129
6467 WORK	10	Invoice	WORKERS COMP RENEWAL	04/01/2023	728.30	11/23	201-22-42-5222-129
6467 WORK	11	Invoice	WORKERS COMP RENEWAL	04/01/2023	2,703.21	11/23	201-22-42-5233-129
6467 WORK	12	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,602.26	11/23	201-22-42-5242-129

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
6467 WORK	13	Invoice	WORKERS COMP RENEWAL	04/01/2023	72.83	11/23	201-22-42-5280-129
6467 WORK	14	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,462.57	11/23	201-23-30-5310-129
6467 WORK	15	Invoice	WORKERS COMP RENEWAL	04/01/2023	5,589.94	11/23	201-23-30-5320-129
6467 WORK	16	Invoice	WORKERS COMP RENEWAL	04/01/2023	3,958.04	11/23	201-23-30-5330-129
6467 WORK	17	Invoice	WORKERS COMP RENEWAL	04/01/2023	2,956.89	11/23	201-23-30-5350-129
6467 WORK	18	Invoice	WORKERS COMP RENEWAL	04/01/2023	946.79	11/23	201-23-42-5371-129
6467 WORK	19	Invoice	WORKERS COMP RENEWAL	04/01/2023	6,824.40	11/23	201-23-42-5371-129
6467 WORK	20	Invoice	WORKERS COMP RENEWAL	04/01/2023	161.78	11/23	201-23-43-5361-129
6467 WORK	21	Invoice	WORKERS COMP RENEWAL	04/01/2023	169.42	11/23	201-24-12-5430-129
6467 WORK	22	Invoice	WORKERS COMP RENEWAL	04/01/2023	108.75	11/23	201-24-14-5435-129
6467 WORK	23	Invoice	WORKERS COMP RENEWAL	04/01/2023	60.67	11/23	201-24-16-5420-129
6467 WORK	24	Invoice	WORKERS COMP RENEWAL	04/01/2023	331.20	11/23	201-24-18-5470-129
6467 WORK	25	Invoice	WORKERS COMP RENEWAL	04/01/2023	351.42	11/23	201-24-30-5380-129
6467 WORK	26	Invoice	WORKERS COMP RENEWAL	04/01/2023	2.98	11/23	201-24-36-5480-129
6467 WORK	27	Invoice	WORKERS COMP RENEWAL	04/01/2023	281.80	11/23	601-21-21-5925-129
6467 WORK	28	Invoice	WORKERS COMP RENEWAL	04/01/2023	80.89	11/23	601-23-43-5925-129
6467 WORK	29	Invoice	WORKERS COMP RENEWAL	04/01/2023	7,284.57	11/23	601-23-51-5925-129
6467 WORK	30	Invoice	WORKERS COMP RENEWAL	04/01/2023	182.00	11/23	601-23-51-5925-129
6467 WORK	31	Invoice	WORKERS COMP RENEWAL	04/01/2023	8,551.44	11/23	601-23-52-5925-129
6467 WORK	32	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,314.46	11/23	601-23-80-5925-129
6467 WORK	33	Invoice	WORKERS COMP RENEWAL	04/01/2023	475.08	11/23	601-23-80-5925-129
6467 WORK	34	Invoice	WORKERS COMP RENEWAL	04/01/2023	667.34	11/23	601-23-81-5925-129
6467 WORK	35	Invoice	WORKERS COMP RENEWAL	04/01/2023	222.45	11/23	601-24-16-5925-129
6467 WORK	36	Invoice	WORKERS COMP RENEWAL	04/01/2023	2.13	11/23	601-24-36-5925-129
6467 WORK	37	Invoice	WORKERS COMP RENEWAL	04/01/2023	93.93	11/23	602-21-21-5926-129
6467 WORK	38	Invoice	WORKERS COMP RENEWAL	04/01/2023	80.89	11/23	602-23-43-5926-129
6467 WORK	39	Invoice	WORKERS COMP RENEWAL	04/01/2023	303.34	11/23	602-23-60-5925-129
6467 WORK	40	Invoice	WORKERS COMP RENEWAL	04/01/2023	600.90	11/23	602-23-60-5925-129
6467 WORK	41	Invoice	WORKERS COMP RENEWAL	04/01/2023	2,309.19	11/23	602-23-61-5925-129
6467 WORK	42	Invoice	WORKERS COMP RENEWAL	04/01/2023	59.39	11/23	602-23-61-5925-129
6467 WORK	43	Invoice	WORKERS COMP RENEWAL	04/01/2023	3,337.40	11/23	602-23-62-5925-129
6467 WORK	44	Invoice	WORKERS COMP RENEWAL	04/01/2023	179.16	11/23	602-23-62-5925-129
6467 WORK	45	Invoice	WORKERS COMP RENEWAL	04/01/2023	262.89	11/23	602-23-80-5925-129
6467 WORK	46	Invoice	WORKERS COMP RENEWAL	04/01/2023	237.54	11/23	602-23-80-5925-129
6467 WORK	47	Invoice	WORKERS COMP RENEWAL	04/01/2023	151.67	11/23	602-23-81-5925-129
6467 WORK	48	Invoice	WORKERS COMP RENEWAL	04/01/2023	60.67	11/23	602-24-16-5925-129
6467 WORK	49	Invoice	WORKERS COMP RENEWAL	04/01/2023	1.70	11/23	602-24-36-5926-129
6467 WORK	50	Invoice	WORKERS COMP RENEWAL	04/01/2023	93.93	11/23	603-21-21-5926-129
6467 WORK	51	Invoice	WORKERS COMP RENEWAL	04/01/2023	80.89	11/23	603-23-43-5926-129
6467 WORK	52	Invoice	WORKERS COMP RENEWAL	04/01/2023	3,997.00	11/23	603-23-70-5925-129
6467 WORK	53	Invoice	WORKERS COMP RENEWAL	04/01/2023	303.30	11/23	603-23-70-5925-129
6467 WORK	54	Invoice	WORKERS COMP RENEWAL	04/01/2023	1,550.99	11/23	603-23-71-5925-129
6467 WORK	55	Invoice	WORKERS COMP RENEWAL	04/01/2023	262.89	11/23	603-23-80-5925-129
6467 WORK	56	Invoice	WORKERS COMP RENEWAL	04/01/2023	151.67	11/23	603-23-81-5925-129
6467 WORK	57	Invoice	WORKERS COMP RENEWAL	04/01/2023	60.67	11/23	603-24-16-5925-129
6467 WORK	58	Invoice	WORKERS COMP RENEWAL	04/01/2023	1.70	11/23	603-24-36-5926-129
Total 6467 WORK:					161,419.00		
Total TOWN & COUNTRY INSURANCE (959):					454,429.00		
UNITED COOPERATIVE (979)							
09993	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	04/03/2023	733.20	11/23	205-23-45-5372-234
Total 09993:					733.20		
10074	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	04/24/2023	536.42	11/23	205-23-45-5372-234

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 10074:					536.42		
10075	1	Invoice	PROPANE FOR AIRPORT/PORTABLES FOR	04/24/2023	354.92	11/23	205-23-45-5372-234
Total 10075:					354.92		
10159	1	Invoice	GAS REPORT	04/07/2023	722.68	11/23	100-21-21-5110-315
10159	2	Invoice	GAS REPORT	04/07/2023	288.28	11/23	204-23-30-5310-315
10159	3	Invoice	GAS REPORT	04/07/2023	76.99	11/23	603-23-70-5935-315
10159	4	Invoice	GAS REPORT	04/07/2023	69.75	11/23	602-23-61-5935-315
10159	5	Invoice	GAS REPORT	04/07/2023	19.06	11/23	100-21-18-5190-315
10159	6	Invoice	GAS REPORT	04/07/2023	31.26	11/23	601-23-52-5935-315
10159	7	Invoice	GAS REPORT	04/07/2023	239.50	11/23	601-23-51-5935-315
10159	8	Invoice	GAS REPORT	04/07/2023	45.49	11/23	601-23-80-5935-315
10159	9	Invoice	GAS REPORT	04/07/2023	45.48	11/23	602-23-80-5935-315
10159	10	Invoice	GAS REPORT	04/07/2023	15.37	11/23	100-22-42-5210-315
10159	11	Invoice	GAS REPORT	04/07/2023	344.34	11/23	100-24-14-5435-315
Total 10159:					1,898.20		
10227	1	Invoice	GAS REPORT	04/17/2023	1,909.18	11/23	100-21-21-5110-315
10227	2	Invoice	GAS REPORT	04/17/2023	140.46	11/23	100-21-22-5140-315
10227	3	Invoice	GAS REPORT	04/17/2023	342.40	11/23	204-23-30-5310-315
10227	4	Invoice	GAS REPORT	04/17/2023	161.66	11/23	603-23-70-5935-315
10227	5	Invoice	GAS REPORT	04/17/2023	178.09	11/23	602-23-61-5935-315
10227	6	Invoice	GAS REPORT	04/17/2023	54.59	11/23	100-21-18-5190-315
10227	7	Invoice	GAS REPORT	04/17/2023	640.81	11/23	601-23-52-5935-315
10227	8	Invoice	GAS REPORT	04/17/2023	39.75	11/23	601-23-80-5935-315
10227	9	Invoice	GAS REPORT	04/17/2023	39.75	11/23	602-23-80-5935-315
10227	10	Invoice	GAS REPORT	04/17/2023	12.19	11/23	100-22-42-5233-315
10227	11	Invoice	GAS REPORT	04/17/2023	297.35	11/23	100-22-42-5210-315
10227	12	Invoice	GAS REPORT	04/17/2023	297.35	11/23	100-23-42-5371-315
10227	13	Invoice	GAS REPORT	04/17/2023	176.59	11/23	100-24-14-5435-315
Total 10227:					4,290.17		
10259	1	Invoice	DIESEL REPORT	04/26/2023	104.30	11/23	100-21-22-5140-315
10259	2	Invoice	DIESEL REPORT	04/26/2023	1,587.22	11/23	204-23-30-5310-315
10259	3	Invoice	DIESEL REPORT	04/26/2023	1,090.58	11/23	601-23-52-5935-315
10259	4	Invoice	DIESEL REPORT	04/26/2023	867.49	11/23	100-24-14-5435-315
Total 10259:					3,649.59		
10272	1	Invoice	GAS REPORT	04/28/2023	1,042.49	11/23	100-21-21-5110-315
10272	2	Invoice	GAS REPORT	04/28/2023	1.71	11/23	100-21-22-5140-315
10272	3	Invoice	GAS REPORT	04/28/2023	337.40	11/23	204-23-30-5310-315
10272	4	Invoice	GAS REPORT	04/28/2023	86.28	11/23	603-23-70-5935-315
10272	5	Invoice	GAS REPORT	04/28/2023	28.57	11/23	602-23-61-5935-315
10272	6	Invoice	GAS REPORT	04/28/2023	28.57	11/23	603-23-80-5926-232
10272	7	Invoice	GAS REPORT	04/28/2023	41.14	11/23	100-21-18-5190-315
10272	8	Invoice	GAS REPORT	04/28/2023	526.25	11/23	601-23-52-5935-315
10272	9	Invoice	GAS REPORT	04/28/2023	71.99	11/23	601-23-80-5935-315
10272	10	Invoice	GAS REPORT	04/28/2023	71.99	11/23	602-23-80-5935-315
10272	11	Invoice	GAS REPORT	04/28/2023	98.56	11/23	100-22-42-5233-315
10272	12	Invoice	GAS REPORT	04/28/2023	259.84	11/23	100-22-42-5210-315
10272	13	Invoice	GAS REPORT	04/28/2023	259.85	11/23	100-23-42-5371-315
10272	14	Invoice	GAS REPORT	04/28/2023	215.17	11/23	100-24-14-5435-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 10272:					3,069.81		
Total UNITED COOPERATIVE (979):					14,532.31		
UNITY POINT CLINIC-OCC MEDICINE (5263)							
178364	1	Invoice	PRE-EMPLOYMENT DRUG TEST	05/01/2023	42.00	11/23	100-23-42-5371-212
Total 178364:					42.00		
Total UNITY POINT CLINIC-OCC MEDICINE (5263):					42.00		
UPPER DES MOINES OPPORTUNITY (985)							
050123	1	Invoice	ELECTRIC REFUND/DAVID KOESTER	05/01/2023	274.10	11/23	601-23-80-5903-980
Total 050123:					274.10		
Total UPPER DES MOINES OPPORTUNITY (985):					274.10		
US AUTOFORCE (7353)							
INV0000515	1	Invoice	4 FALKEN RUBITREK A/T TIRES-LINE #7	05/03/2023	302.90	11/23	204-23-30-5310-314
Total INV0000515156:					302.90		
Total US AUTOFORCE (7353):					302.90		
US CELLULAR (986)							
0575728635	1	Invoice	CELLULAR SERVICE	04/20/2023	45.22	11/23	204-23-30-5310-230
0575728635	2	Invoice	CELLULAR SERVICE	04/20/2023	22.61	11/23	601-23-52-5588-230
0575728635	3	Invoice	CELLULAR SERVICE	04/20/2023	22.62	11/23	601-23-51-5566-230
0575728635	4	Invoice	CELLULAR SERVICE	04/20/2023	11.31	11/23	100-24-30-5380-230
0575728635	5	Invoice	CELLULAR SERVICE	04/20/2023	11.31	11/23	601-24-30-5380-230
0575728635	6	Invoice	CELLULAR SERVICE	04/20/2023	11.30	11/23	602-24-30-5380-230
0575728635	7	Invoice	CELLULAR SERVICE	04/20/2023	11.30	11/23	603-24-30-5380-230
0575728635	8	Invoice	CELLULAR SERVICE	04/20/2023	9.04	11/23	100-24-12-5430-230
0575728635	9	Invoice	CELLULAR SERVICE	04/20/2023	24.88	11/23	601-23-81-5921-230
0575728635	10	Invoice	CELLULAR SERVICE	04/20/2023	5.65	11/23	602-23-81-5921-230
0575728635	11	Invoice	CELLULAR SERVICE	04/20/2023	5.65	11/23	603-23-81-5921-230
0575728635	12	Invoice	FIRE I-PAD SVC	04/20/2023	45.22	11/23	100-21-22-5140-230
0575728635	13	Invoice	INSP I-PAD	04/20/2023	45.22	11/23	100-21-18-5190-230
0575728635	14	Invoice	METER I-PAD SVC	04/20/2023	22.61	11/23	602-23-80-5902-299
0575728635	15	Invoice	METER I-PAD SVC	04/20/2023	22.62	11/23	601-23-80-5905-299
0575728635	16	Invoice	LINE I-PADS SVC (GIS)	04/20/2023	180.81	11/23	601-23-52-5930-215
Total 0575728635:					497.37		
Total US CELLULAR (986):					497.37		
VAN MAANEN ELECTRIC, INC. (6254)							
032323	1	Invoice	AIRPORT RUNWAY 14/32 LIGHTING RECONS	03/23/2023	59,532.44	11/23	205-23-45-5372-880
Total 032323:					59,532.44		
Total VAN MAANEN ELECTRIC, INC. (6254):					59,532.44		
VERIZON WIRELESS - VSAT (7265)							
9022321426	1	Invoice	TEXT MESSAGES FOR INCIDENT REPORT #	04/24/2023	50.00	11/23	100-21-21-5110-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 9022321426:					50.00		
Total VERIZON WIRELESS - VSAT (7265):					50.00		
WAHLTEK SALES & SERVICES (2468)							
IN106236	1	Invoice	1 YR CONTRACT FOR DIGITAL RECORDER	04/25/2023	1,660.00	11/23	100-21-21-5110-299
Total IN106236:					1,660.00		
Total WAHLTEK SALES & SERVICES (2468):					1,660.00		
WCF FINANCIAL BANK (5526)							
050823	1	Invoice	JUNE 2023 TIF PYMT-WCF FINANCIAL	05/08/2023	26,587.01	11/23	287-23-98-5395-910
Total 050823:					26,587.01		
Total WCF FINANCIAL BANK (5526):					26,587.01		
WCF FINANCIAL BANK - GOURLEY TIF (2574)							
050823	1	Invoice	JUNE 2023 TIF PYMT-GOURLEY TIF	05/08/2023	8,776.06	11/23	281-23-98-5395-910
Total 050823:					8,776.06		
Total WCF FINANCIAL BANK - GOURLEY TIF (2574):					8,776.06		
WEBSTER CITY TRUE VALUE (2155)							
168584	1	Invoice	2 - 2" 45 DEG ELBOW	04/27/2023	16.98	11/23	601-23-52-5588-318
Total 168584:					16.98		
168742	1	Invoice	LOCATOR-LINE	05/04/2023	19.99	11/23	601-23-52-5588-318
Total 168742:					19.99		
Total WEBSTER CITY TRUE VALUE (2155):					36.97		
WESCO RECEIVABLES CORP (1038)							
600435	1	Invoice	25 - LED STREET LIGHTS 56W	04/18/2023	10,410.57	11/23	601-23-52-5588-318
Total 600435:					10,410.57		
613180	1	Invoice	3M STOCK/ASSY HARNESS/LUM ALKALINE	04/26/2023	17.66	11/23	601-23-52-5588-318
Total 613180:					17.66		
Total WESCO RECEIVABLES CORP (1038):					10,428.23		
WEST, DEVIN (5049)							
050123	1	Invoice	METER RELOCATION REBATE	05/01/2023	500.00	11/23	601-23-51-5930-982
Total 050123:					500.00		
050523	1	Invoice	ENERGY EFFICIENCY REBATE-2104 LISA DR	05/05/2023	150.00	11/23	601-23-36-5930-979
050523	2	Invoice	ENERGY EFFICIENCY REBATE-2104 LISA DR	05/05/2023	100.00	11/23	601-23-36-5930-979
050523	3	Invoice	CORN BELT EE RESIDENTIAL REBATE(W/D)	05/05/2023	100.00	11/23	601-23-53-5930-979
050523	4	Invoice	CORN BELT EE RESIDENTIAL REBATE(LED	05/05/2023	24.00	11/23	601-23-53-5930-979

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 050523:					374.00		
Total WEST, DEVIN (5049):					874.00		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
839-3034 05/	1	Invoice	INTERNET SERVICE/RSVP	05/01/2023	45.00	11/23	100-22-42-5280-230
Total 839-3034 05/01/23:					45.00		
839-5571 05/	1	Invoice	INTERNET SERVICE	05/01/2023	3.03	11/23	100-24-14-5435-230
839-5571 05/	2	Invoice	INTERNET SERVICE	05/01/2023	21.90	11/23	601-23-80-5903-230
839-5571 05/	3	Invoice	INTERNET SERVICE	05/01/2023	6.74	11/23	602-23-80-5921-230
839-5571 05/	4	Invoice	INTERNET SERVICE	05/01/2023	2.02	11/23	603-23-80-5921-230
839-5571 05/	5	Invoice	INTERNET SERVICE	05/01/2023	3.61	11/23	100-24-12-5430-230
839-5571 05/	6	Invoice	INTERNET SERVICE	05/01/2023	12.03	11/23	601-23-81-5921-230
839-5571 05/	7	Invoice	INTERNET SERVICE	05/01/2023	7.22	11/23	602-23-81-5921-230
839-5571 05/	8	Invoice	INTERNET SERVICE	05/01/2023	1.20	11/23	603-23-81-5921-230
839-5571 05/	9	Invoice	INTERNET SERVICE	05/01/2023	6.02	11/23	100-24-30-5380-230
839-5571 05/	10	Invoice	INTERNET SERVICE	05/01/2023	6.02	11/23	601-24-30-5380-230
839-5571 05/	11	Invoice	INTERNET SERVICE	05/01/2023	6.02	11/23	602-24-30-5380-230
839-5571 05/	12	Invoice	INTERNET SERVICE	05/01/2023	6.01	11/23	603-24-30-5380-230
839-5571 05/	13	Invoice	INTERNET SERVICE	05/01/2023	14.44	11/23	100-21-22-5140-230
839-5571 05/	14	Invoice	INTERNET SERVICE	05/01/2023	38.50	11/23	100-21-21-5110-230
839-5571 05/	15	Invoice	INTERNET SERVICE	05/01/2023	7.22	11/23	601-23-52-5588-230
839-5571 05/	16	Invoice	INTERNET SERVICE	05/01/2023	7.22	11/23	601-23-51-5566-230
839-5571 05/	17	Invoice	INTERNET SERVICE	05/01/2023	14.44	11/23	602-23-61-5642-230
839-5571 05/	18	Invoice	INTERNET SERVICE	05/01/2023	4.81	11/23	100-23-43-5361-230
839-5571 05/	19	Invoice	INTERNET SERVICE	05/01/2023	19.25	11/23	100-22-42-5233-230
839-5571 05/	20	Invoice	INTERNET SERVICE	05/01/2023	118.62	11/23	601-24-16-5921-230
839-5571 05/	21	Invoice	INTERNET SERVICE	05/01/2023	20.84	11/23	602-24-16-5921-230
839-5571 05/	22	Invoice	INTERNET SERVICE	05/01/2023	20.84	11/23	603-24-16-5921-230
839-5571 05/	23	Invoice	INTERNET SERVICE-SCADA	05/01/2023	55.00	11/23	602-23-61-5642-230
Total 839-5571 05/01/23:					403.00		
839-7981 05/	1	Invoice	INTERNET SERVICE/FULLER HALL	05/01/2023	30.00	11/23	100-22-42-5233-230
Total 839-7981 05/01/23:					30.00		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					478.00		
ZEHNER SAFETY (1067)							
2515	1	Invoice	FIRE EXT/RECHARGE FIRE EXT/HOSE	05/06/2023	124.00	11/23	100-21-21-5110-318
Total 2515:					124.00		
Total ZEHNER SAFETY (1067):					124.00		
Total 05/15/2023:					939,557.18		
Grand Totals:					939,557.18		

Report GL Period Summary

GL Period	Amount
11/23	939,557.18
Grand Totals:	939,557.18

Vendor number hash: 747966
Vendor number hash - split: 2067551
Total number of invoices: 196
Total number of transactions: 664

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	939,557.18	939,557.18
Grand Totals:	939,557.18	939,557.18

FUND LIST TOTALS FOR BILLS May 15, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	161,644.16
201	Workers Comp	128,175.13
204	Road Use Tax Funds	31,594.35
205	Airport Fund	72,760.54
214	K9 Trust SP Rev Trust Fund	54.99
232	B.L.U.E. Program Fund	497.75
281	TIF-Gourley	8,776.06
284	TIF-Fareway	3,601.59
285	TIF-First State Bank	28,276.72
287	TIF-WCF Financial	26,587.01
290	TIF-3DK	4,819.94
294	TIF-Ridge Development	9,441.06
295	TIF-Gary & Brenda Fox	11,879.28
525	Street Improvement	15,368.62
601	Electric Utility	139,595.40
602	Water Utility	103,005.60
603	Sewer Fund	84,569.92
902	Medical/Flex	108,909.06
	Grand Total	939,557.18

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF APRIL 2023

	MONTH April	Year to Date 2023	MONTH April	Year to Date 2022	
Total gallons flow	41,193,000	159,563,000	45,043,000	126,149,000	gal
Average daily flow	1,373,100		1,501,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	80,126	291,911	103,563	377,283	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	99,640		0		gal
Total gallons supernatant returned	77,496		12,916		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	25.76		16.63		mg/l
Exceeded the max limit due to pump failure for 2 days					
Number of days max. limit was exceeded	2		0		da
Average % removal	93.3		94.2		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	19.13		9.25		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	94.2		96.82		%
Average effluent ammonia nitrogen Apr (1.5 mg/l average, 15.7 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

ELECTRIC REPORT FOR THE MONTH OF APRIL 2023

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

	MONTH April	Year to Date 2023	MONTH April	Year to 2022
TOTAL PURCHASED POWER K.W.	8,716,292	35,613,953	8,613,925	35,641,101
Gross K.W. Generated For Maint.	0	372,790	0	0
For Corn Belt	0	0	26,320	93,700
Station Power K.W.	28,076	129,769	25,578	122,876
NET K.W.TO BOARD	8,688,216	35,484,184	8,588,347	35,518,225
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,349,483	9,547,301	2,058,696	8,896,095
Industrial Sales	2,594,113	9,426,617	2,750,037	10,379,247
City Departments & Street Lights	429,584	1,715,081	416,852	1,754,547
Residential Sales	2,172,999	10,517,089	2,192,768	10,299,139
Sales for Resale-Wholesale	656,300	2,948,300	634,400	2,902,600
KILOWATTS UNACCOUNTED	485,737	1,329,796	535,594	1,286,597
Percentage of Unaccounted for	5.59%	3.75%	6.24%	3.62%

LOAD COMPARISON	2023	2022
Peak K.W. Demand	15,558	15,388
Purchased Power	8,716,292	8,613,925
Net to Board	8,688,216	8,588,347

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 pwrkWh	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	8,716,292	8,688,216	8,202,479	485,737	5.59%	35,484,184	34,154,388	1,329,796	3.75%
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		35,613,953	35,484,184	34,154,388	1,329,796					

Billings By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	ok new 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	2,349,483	2,594,113	429,584	2,172,999	656,300	28,076	8,230,555	8,078,331
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	9,547,301	9,426,617	1,715,081	10,517,089	2,948,300	129,769	34,284,157	34,354,504

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	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	\$280,321.06	\$211,726.16	\$46,527.46	\$308,571.01	\$62,880.08	N/C	\$910,025.77	\$912,567.37
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	\$1,134,842.39	\$773,625.49	\$189,377.77	\$1,410,775.28	\$287,680.15		\$3,796,301.08	\$3,851,937.32

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	529	7	50	3,892	3	4,481	4,456
May 2023							
Jun 2023							
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

WATER PLANT REPORT FOR THE MONTH OF APRIL 2023

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

	MONTH April	Year to Date 2023	MONTH April	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	25,026,000	88,913,000	24,464,000	90,773,000
Average Gallons Pumped	(83,420)		(789,161)	
Gallons for Sludge	61,100	230,300	70,500	303,150
Total Gallons to Water Plant	24,964,900	88,682,700	24,393,500	90,469,850
Gallons to Distribution System From From Water Plant (Effluent reading)	25,514,000	97,232,000	27,936,000	102,820,000
TOTAL TO SYSTEM - CUBIC FEET	3,410,725	12,998,027	3,734,500	13,745,034
Billed by Clerk's Office to Customers Cubic Feet	2,368,000	9,232,000	2,296,000	9,626,300
Billed by City Departments Cubic Feet	351,100	1,016,900	323,500	883,000
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	53,472	321	113,326
Water Plant filter backwash	109,929	300,720	75,289	323,762
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	568,328	2,394,935	1,039,390	2,798,646
Percentage of Unaccounted for	16.66%	18.43%	27.83%	20.36%

NOTE: 26 loads of lime sludge
hauled to farm ground

NOTE: 30 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	3,410,725	2,842,397	568,328	16.66%	12,998,027	10,603,092	2,394,935	18.43%
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 12,998,026 10,603,092 2,394,934

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	728,300	452,300	351,100	1,187,400	123,297	2,842,397	2,695,110	3,734,500
May 2023								
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS 2,696,700 1,640,200 1,016,900 4,895,100 354,192 10,603,092 10,946,388 13,745,034

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	\$45,643.31	\$20,748.14	\$15,297.73	\$128,137.46	N/C	\$209,826.64	\$ 186,057.09
May 2023							
Jun 2023							
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

TOTALS \$172,814.63 \$76,094.19 \$45,410.77 \$521,944.67 \$816,264.26 \$ 714,088.33

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	356	8	16	3,179	3,559	3,558
May 2023						
Jun 2023						
July 2023						
Aug 2023						
Sept 2023						
Oct 2023						
Nov 2023						
Dec 2023						

INCIDENT ANALYSIS - DAY

Date 05/10/2023

Time 11:42:08AM

Report CFS03

Agency Webster City Police Department

Dates 04/01/2023 Thru 04/30/2023

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WCPD Webster City Police Department									
		0	0	1	1	0	0	0	2
01050	Traffic Accident PD	2	0	3	1	4	1	5	16
1050H	Hit And Run	0	1	1	1	0	0	0	3
1050I	Traffic Accident Injury	0	0	0	0	0	1	0	1
911P	911P Phone Dispatched	0	0	2	1	0	0	0	3
911R	911 Radio Dispatched	12	7	10	13	5	8	17	72
911T	911 Call Transferred	0	1	0	0	0	2	0	3
ALARM	Alarm Actual/False	3	0	1	0	0	0	1	5
ANIM	Animal Complaint	5	7	4	7	6	4	7	40
ASSAG	Asssit Other Agency	1	1	4	6	0	2	5	19
ASSLT	Assault	1	1	2	0	0	0	1	5
ASSSO	Assist Sheriffs Office	0	0	0	1	0	0	0	1
BURG	Burg/Breaking & Entering	1	1	0	0	0	0	1	3
BURN	Burning Complaint	0	0	0	1	0	0	0	1
CIVIL	Civil Disputes	0	1	2	0	1	0	1	5
COMM	Commital	0	0	0	0	0	0	1	1
CR	Commercial/Resd Patrol	22	27	24	24	34	27	23	181
DEATH	Death/Unattended	0	0	1	0	0	0	0	1
DIREC	Directed Assignment	14	9	4	8	6	6	19	66
DOM	Domestic Disturbances	2	1	1	1	1	0	0	6
DP	Downtown Foot Patrol	0	2	4	2	2	4	2	16
DRIVE	Driving Complaints	3	3	2	0	0	4	1	13
EMS	Assist VDMC	3	2	2	2	5	5	5	24
ESCOR	Escort	0	1	1	0	0	0	0	2
FIRE	Fire	1	1	0	1	2	0	2	7
FIREW	Fireworks	1	0	0	0	0	0	0	1
FOLL	Follow Up	4	3	3	7	7	3	4	31
FOOT	Foot Patrol	2	3	1	0	1	0	2	9
FRAUD	Fraud	0	0	0	2	0	1	1	4
FUNER	Escort/Funeral	0	1	1	1	1	0	0	4
HARR	Harasement	1	2	2	0	1	1	1	8
INTOX	Intoxication	0	0	0	0	0	0	1	1
K9	K9 Activity	2	1	0	2	1	1	2	9
KITS	Drug Test Kits	1	0	0	0	0	0	0	1
MISS	Missing Person	0	0	0	0	0	0	1	1
MOTOR	Motorist Assist	4	0	2	1	4	1	2	14
NOISE	Noise Complaints	1	0	0	0	3	2	5	11
NOTIF	Notification	1	2	1	2	4	0	0	10
NUIS	Nuisance Calls	0	8	2	1	3	0	1	15
OPEN	Open Window/Door	1	0	0	0	0	0	0	1
PARK	Parking Violations	11	5	7	8	6	6	7	50
PROJA	Project Awareness	0	0	0	0	4	2	1	7
PROP	Lost/Found Property	0	1	3	2	1	2	2	11
PUB	Assistance Public	15	42	13	21	14	15	13	133
RUN	Runaway	0	0	0	0	0	0	1	1
SIGN	Signs/Signals	1	2	0	0	1	0	0	4
SP	School Foot Patrol	0	5	2	3	7	2	0	19
STAP	Staionary Patrol	2	4	3	2	2	4	4	21
STR	Debris/Street Problems	1	0	1	0	1	0	3	6
SUSP	Suspicious Activity	7	8	6	11	6	4	10	52
TCS	Traffic Control/School	0	7	5	6	5	4	0	27
THEFT	Theft	2	1	4	1	1	5	3	17

49 of 283

INCIDENT ANALYSIS - DAY

Date 05/10/2023

Time 11:42:08AM

Report CFS03

Agency Webster City Police Department

Dates 04/01/2023 **Thru** 04/30/2023

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
TIP	Tip	1	0	2	0	1	4	0	8
Tobac	Tobacco Violation	0	0	0	0	0	1	0	1
TRANS	Transient	0	0	1	0	0	0	0	1
TRASH	Trash Violation	0	0	1	1	0	0	0	2
TRESP	Criminal Trespass	1	0	1	0	1	1	0	4
TS	Traffic Stop	12	18	18	12	10	5	17	92
UNLOC	Vehicle Unlock	3	2	3	0	2	2	1	13
UTIL	Utility Problems	4	2	2	4	2	3	4	21
VAND	Vandalism	0	1	0	0	1	1	0	3
VC	Vacation House Watch	1	1	0	1	0	1	0	4
WARR	Warrant Served	0	1	2	3	1	2	3	12
WELF	Welfare Check	2	1	6	1	2	3	0	15
WIND	Public Window Assist	7	10	8	6	5	7	7	50
Webster City Police Department Agency Total		158	197	169	168	164	147	187	1,190
Total		158	197	169	168	164	147	187	1,190

FIRE DEPARTMENT REPORT

April 2023

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
04-02	1727	Brewer Creek Trail	Grass Fire	City
04-05	1524	Hwy 20	Grass Fire	City
04-05	1555	801 Webster St.	Dispatched/ Cancelled	City
04-07	1625	Hwy 17 bridge over Hwy 20	Hazmat Spill	City
04-08	0924	106 Bicentennial Ct.	CO incident	City
04-08	1605	2207 220 th st.	Grass Fire	District
04-10	1845	210 th st.	Grass Fire	City
04-11	0855	1105 Kamen Dr.	Check smoke in area	City
04-11	1352	1453 290 th st.	Grass Fire	City
04-12	2004	505 Fair Meadow dr.	Diesel Spill- Large	City
04-16	0452	1400 Wall St.	CO Incident	City
04-25	2149	Stagecoach Rd.	Dispatched/ Cancelled	City
04-26	0900	Brewer Creek	Prescribed burn	City
04-28	2310	1353 165 th st.	Building Fire	Mutual Aid
04-29	1226	2043 220 th st.	Dispatched/ cancelled	City
04-29	1500	943 Elm st.	Smoke in a house	City
04-30	0736	2518 Tunnel Mill Rd.	Vehicle Fire	City

Year to Date Total = 054

April Total =17

City- =15

Mutual- =01

District- =01

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>04-05</u>		Staff Meeting	2	10
<u>04-10</u>		Fire Drill- Grass Fires	2	33
<u>04-24</u>		Fire Drill- Trench Rescue	2	26

Year to Date Total = 440

April Total = 138

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>04-06</u>	Inspection of Prime life- Shanti Wellness	Annual
<u>04-11</u>	Inspection Peoples Credit Union	Final
<u>04-19</u>	Inspection at Fareway/ Grid Iron	Annual
<u>04-26</u>	Inspection at Doc Stop #9	Annual

Year to Date Total = 22

April Total =05

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
04-01		Fire Prevention – Easter Egg Hunt at Hamilton County Hospital VDMC
		New Volunteer Orientation part 1- Max Kumm
04-03		New Volunteer Orientation Part 2- Max Kumm
04-04		Fire Station Tour St. Thomas Preschool
		Assist Street and Water Dept. with Hydrant flushes
04-05		Assist Street and Water Dept. with Hydrant flushes
04-06		Assist Street and Water Dept. with Hydrant flushes
		New Volunteer Orientation Part 3- Max Kumm
04-07		Firefighter I training
		Repairs on A36- Hose, Nozzles
04-08		Outside warning system test
04-10		Repaired E34 air connector
04-11		Installed child seat in vehicle
04-14		Installed 2 child seats in vehicle
04-15		Outside warning system test
04-18		Repaired window on E32 passenger side
		Flush at 1300 locust with street department
04-19		Flush at 1423 Superior st. with street department
04-21		Flush at 108 Maple ave. with street department
04-29		Outside warning system test

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
<u>04-06</u>		<u>Union use of training room</u>
<u>04-14</u>		<u>Training use of room</u>
<u>04-15</u>		<u>Baby Shower in Training room</u>

TRAFFIC COMMITTEE
Webster City, Iowa

Minutes of Meeting of May 8, 2023 - 5:35 P.M. Municipal Building

Roll Call: Present: Harlan Balsley, Kyle Heffernan, Shiloh Mork,
 Absent: Brooke Henry, Ashley Allers

Present were; Traffic Committee Secretary Derrick Drube

Discussion was held regarding a request from Leons Pizza for an additional handicap parking on east side of Des Moines Street directly north of Second Street. Drube explained that City staff investigated the use of parking stalls on Second Street and all parking stalls had a high number of uses consistently. Heffernan asked about opinions of businesses in the area, Drube explained that out of all businesses asked, two were in favor of putting the handicap parking stalls on the 600 block of Second Street. All other businesses were in favor of the proposed location.

It was moved by Mork and seconded by Balsley to request Council approve the addition of a handicap parking stall on the east side of Des Moines Street directly north of Second Street.

Roll Call: Aye: Balsley, Heffernan, Mork
 Nay: None
 MOTION CARRIED.

Discussion was held regarding updated version of Webster City Municipal Code Chapter 46, Article II, Division 2, Sec. 46-49 to Sec. 46-53. Drube explained that to enforce stop sign infractions, said stop signs must be accounted for in the Municipal Codes. Due to this city staff took updated inventory on sign location and updated the locations in the Municipal Codes. During the inventory stage it was determined by city staff that three locations needed for stop signs; Fourth Street. Vehicles traveling east on Fourth Street shall stop at White Fox Road, Walnut Street. Vehicles traveling west on Walnut Street shall stop at Lynx Avenue, and a four way stop sign at Closz Drive and Millards Lane. One stop sign was determined to not be needed at Aldrich Drive. Vehicles traveling south on Aldrich Drive Between Highway 20 and Closz Drive shall stop at Closz Drive, was no longer needed due to low volume traffic coming from that direction.

It was moved by Mork and seconded by Balsley to request Council to approve updated version of Webster City Municipal Code Chapter 46, Article II, Division 2, Sec.46-49 to Sec, 46-53.

Roll Call: Aye: Balsley, Heffernan, Mork
 Nay: None
 MOTION CARRIED.

It was moved by Heffernan and seconded by Mork to adjourn the meeting.

The meeting was adjourned at 5:57 p.m.

Derrick Drube
Traffic Committee Secretary

**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

AGENDA

Regular Meeting

2605 McMurray Avenue

1 ½ Miles Northwest of Kamrar, Iowa

May 10, 2023

7:00 P.M.

1. Roll Call
2. Minutes of April 12, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Report April
5. Manager's Reports April
6. Hire Driver/Operator
7. Review Proposed 2023-2024 Budget
8. Open Discussion
9. 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 April 12, 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
Stanhope-Terry Painton

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

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

It was moved by Painton and seconded by Auestad that:

1. The Minutes of March 8, 2023 be approved.
2. The issuance of Payroll for the period ending March 10, 2023 and paid on February 17, 2023 in the amount of \$7,685.40 be approved.
3. The issuance of Payroll for the period ending March 24, 2023 and paid on March 31, 2023 in the amount of \$12,023.10 be approved.
4. Payment of Bills for March 2023 in the amount of \$101,341.45 be approved.
5. The Secretary-Treasurer's Report for March 2023 be approved.

Motion carried with seven ayes, Blairsburg and Ellsworth absent.

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

It was moved by Bishop and seconded by Frayne to propose a change to the pending agreement with NCIARSWA regarding usage adjustments, specifying that any variance of more than 5% from the stated 12,702.66 tons per fiscal year will result in a payment or refund at a rate of \$35.50 per ton for those pounds in excess of the 5% allowable variance. ROLL CALL: Ayes-Mechaelsen, Campidilli, Bishop, Reiter, Painton. Frayne, Auestad. Absent-Ellsworth and Blairsburg. Motion carried.

It was moved by Auestad and seconded by Painton to approve Resolution 23-01, A Resolution Restricting Funds for Closure of the Transfer Station. ROLL CALL: Ayes-Bishop, Frayne, Campidilli, Auestad, Reiter, Painton, Mechaelsen. Absent-Ellsworth and Blairsburg. Resolution passed.

It was moved by Bishop and seconded by Painton to approve submission of permit applications and payment for dust control as presented. Motion carried with seven ayes, Ellsworth and Blairsburg absent.

It was moved by Reiter and seconded by Painton to approve the reduction of tonnage fees for 2023 city wide clean up events to \$55 per ton. Motion carried with seven ayes, Ellsworth and Blairsburg absent.

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

The Commission stood adjourned at 8:30 P.M.

Dan Campidilli, Chairperson

Cherie Ferguson, Secretary-Treasurer

Bills Approved 04/12/2023

ARNOLD MOTOR SUPPLY	\$23.38
BIRI BISHOP	\$59.65
BLUE RIBBON PELHAM WATERS	\$25.50
BOMGAARS	\$72.73
CARD SERVICES	\$69.38
CARLENE AUESTAD	\$72.40
CINTAS	\$520.43
COOPERATIVE TELEPHONE EXCHANGE	\$134.76
DENNIS FRAYNE	\$114.67
EFTPS	\$3,429.40
EVORA CONSULTING	\$4,837.25
GREGG WRIGHT	\$10.00
HY VEE	\$26.45
IOWA FIRE CONTROL	\$583.50
IPERS	\$1,355.81
JEANETTE TEMPEL	\$10.00
LEO REITER	\$37.03
LIBERTY TIRE RECYCLING	\$3,746.33
METRO WASTE AUTHORITY	\$150.00
MIDWEST ELECTRONIC RECOVERY	\$2,790.45
NCIARSWA	\$60,139.34
PRINTING SERVICES, INC.	\$1,609.54
REES TRUCK & TRAILER	\$121.11
TERRY KLAVER	\$30.00
TERRY PAINTON	\$61.44
TREASURER OF STATE	\$325.56
TROY HASSEBROCK	\$10.00
UNITED COOPERATIVE	\$3,821.46
U.S. CELLULAR	\$222.83
WEBSTER CITY MUNICIPAL UTILITIES	\$453.63
WELLMARK	\$4,858.32
PAYROLL	\$11,619.10
Total	<u>\$101,341.45</u>

HCSW COMMISSION

Check Detail

April 13 - May 10, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
FIRST STATE BANK CHECKING						
04/13/2023	Check	121049238	IPERS	MARCH 2023 IPERS		-3,422.93 3,422.93
04/14/2023	Check	12151	BINNS & STEVENS DUST CONTROL	DUST CONTROL APPLICATIONS		-1,890.00 1,890.00
04/21/2023	Check	EFT	1ST STATE BANK	SAFE DEPOSIT BOX FEE		-30.00 30.00
04/25/2023	Check	12170	UNITED COOPERATIVE			-2,950.88 2,950.88
04/25/2023	Tax Payment	426004579	IA Workforce Development	Tax Payment for Period: 01/01/2023-03/31/2023 IA Unemployment Taxes		-451.71 -451.71
04/25/2023	Tax Payment	3385791	Treasurer, State of Iowa	Tax Payment for Period: 01/01/2023-03/31/2023 IA Income Tax		-1,596.75 -1,596.75
04/27/2023	Check	EFT	Treasurer, State of Iowa	MARCH 2023 SALES TAX		-489.30 -489.30
05/01/2023	Check	EFT	WELLMARK			-4,858.32 4,858.32
OPERATING FUND						
04/13/2023	Tax Payment		IRS	Tax Payment for Period: 03/01/2023-03/31/2023 Federal Taxes (941/943/944)		-4,138.52 -4,138.52
04/14/2023	Payroll Check	12140	NICK T. SCHUTT	Pay Period: 03/25/2023-04/07/2023 Gross Pay - This is not a legal pay stub Employer Taxes Employer Retirement Contribution Employer Health Ins. Contribution Health Insurance (taxable) IPERS DEDUCTION Health Insurance (taxable) - Company Contribution Health Insurance (company paid) - Company Contribution IPERS CONTRIBUTION - Company Contribution IA Unemployment Taxes IA Income Tax Federal Taxes (941/943/944)		-993.91 1,571.22 134.34 148.32 455.47 151.82 98.83 0.00 455.47 148.32 14.14 70.30 376.56
04/14/2023	Payroll Check	12138	CHERIE L FERGUSON	Pay Period: 03/25/2023-04/07/2023 Gross Pay - This is not a legal pay stub Employer Taxes Employer Retirement Contribution IPERS DEDUCTION IPERS CONTRIBUTION - Company Contribution IA Unemployment Taxes IA Income Tax Federal Taxes (941/943/944)		-542.63 673.28 57.57 63.56 42.35 63.56 6.06 6.19 133.62
04/14/2023	Payroll Check	12139	TERRY A KLAVER	Pay Period: 03/25/2023-04/07/2023 Gross Pay - This is not a legal pay stub Employer Taxes Employer Retirement Contribution Employer Health Ins. Contribution Health Insurance (taxable)		-2,018.96 2,964.34 253.45 279.83 455.47 151.82

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	CLR	AMOUNT
			IPERS DEDUCTION		186.46
			Health Insurance (taxable) - Company Contribution		0.00
			Health Insurance (company paid) - Company Contribution		455.47
			IPERS CONTRIBUTION - Company Contribution		279.83
			IA Unemployment Taxes		26.68
			IA Income Tax		129.69
			Federal Taxes (941/943/944)		704.18
04/14/2023	Payroll Check	12137 KEENAN L ELLIOTT	Pay Period: 03/25/2023-04/07/2023	-1,201.46	
			Gross Pay - This is not a legal pay stub	1,843.09	
			Employer Taxes	157.58	
			Employer Retirement Contribution	173.99	
			Employer Health Ins. Contribution	455.47	
			Health Insurance (taxable)	151.82	
			IPERS DEDUCTION	115.93	
			Health Insurance (company paid) - Company Contribution	455.47	
			IPERS CONTRIBUTION - Company Contribution	173.99	
			IA Unemployment Taxes	16.59	
			IA Income Tax	64.26	
			Federal Taxes (941/943/944)	450.61	
04/28/2023	Payroll Check	12173 TERRY A KLAVER	Pay Period: 04/08/2023-04/21/2023	-2,052.51	
			Gross Pay - This is not a legal pay stub	2,964.34	
			Employer Taxes	253.45	
			Employer Retirement Contribution	279.83	
			Employer Health Ins. Contribution	455.47	
			Health Insurance (taxable)	151.82	
			IPERS DEDUCTION	0.00	
			IPERS	186.46	
			Health Insurance (taxable) - Company Contribution	0.00	
			Health Insurance (company paid) - Company Contribution	455.47	
			IPERS - Company Contribution	279.83	
			IA Unemployment Taxes	26.68	
			IA Income Tax	118.51	
			Federal Taxes (941/943/944)	681.81	
04/28/2023	Payroll Check	12174 NICK T. SCHUTT	Pay Period: 04/08/2023-04/21/2023	-986.44	
			Gross Pay - This is not a legal pay stub	1,535.51	
			Employer Taxes	131.29	
			Employer Retirement Contribution	144.95	
			Employer Health Ins. Contribution	455.47	
			Health Insurance (taxable)	151.82	
			IPERS DEDUCTION	0.00	
			IPERS	96.58	
			Health Insurance (taxable) - Company Contribution	0.00	
			Health Insurance (company paid) - Company Contribution	455.47	
			IPERS - Company Contribution	144.95	
			IA Unemployment Taxes	13.82	
			IA Income Tax	62.91	
			Federal Taxes (941/943/944)	355.23	
04/28/2023	Payroll Check	12172 CHERIE L FERGUSON	Pay Period: 04/08/2023-04/21/2023	-591.03	
			Gross Pay - This is not a legal pay stub	731.56	
			Employer Taxes	62.54	
			Employer Retirement Contribution	69.06	
			IPERS DEDUCTION	0.00	
			IPERS	46.02	
			IPERS - Company Contribution	69.06	
			IA Unemployment Taxes	6.58	
			IA Income Tax	6.73	
			Federal Taxes (941/943/944)	143.74	
04/28/2023	Payroll Check	12171 KEENAN L ELLIOTT	Pay Period: 04/08/2023-04/21/2023	-1,303.65	
			Gross Pay - This is not a legal pay stub	1,960.65	
			Employer Taxes	167.63	
			Employer Retirement Contribution	185.09	

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		123.32
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		185.09
				IA Unemployment Taxes		17.64
				IA Income Tax		63.93
				Federal Taxes (941/943/944)		467.92

HCSW COMMISSION

Unpaid Bills As of May 10, 2023

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
BLUE RIBBON PELHAM WATERS						
04/28/2023	Bill	4748	05/08/2023	-2	34.00	34.00
Total for BLUE RIBBON PELHAM WATERS					\$34.00	\$34.00
BOMGAARS						
04/16/2023	Bill	62975669	04/26/2023	10	143.88	143.88
Total for BOMGAARS					\$143.88	\$143.88
COOPERATIVE TELEPHONE EXCHANGE 515-826-3206						
05/01/2023	Bill	232	05/20/2023	-14	136.03	136.03
Total for COOPERATIVE TELEPHONE EXCHANGE					\$136.03	\$136.03
KQWC						
04/30/2023	Bill	23040113	05/10/2023	-4	459.00	459.00
Total for KQWC					\$459.00	\$459.00
NAPA AUTO PARTS 515-832-2229						
04/04/2023	Bill	962241	04/14/2023	22	319.45	319.45
04/04/2023	Bill	962269	04/14/2023	22	96.99	96.99
Total for NAPA AUTO PARTS					\$416.44	\$416.44
REES TRUCK & TRAILER, INC						
04/27/2023	Bill	150446	05/07/2023	-1	202.14	202.14
Total for REES TRUCK & TRAILER, INC					\$202.14	\$202.14
SCS ENGINEERS						
03/31/2023	Bill	0463652	04/10/2023	26	1,877.50	1,877.50
03/31/2023	Bill	0463653	04/10/2023	26	2,462.98	2,462.98
Total for SCS ENGINEERS					\$4,340.48	\$4,340.48
WEBSTER CITY MUNICIPAL UTILITIES						
04/25/2023	Bill	19.741400.01	05/19/2023	-13	109.33	109.33
04/25/2023	Bill	19.741300.01	05/19/2023	-13	251.41	251.41
Total for WEBSTER CITY MUNICIPAL UTILITIES					\$360.74	\$360.74
WEBSTER CITY TRUE VALUE						
04/04/2023	Bill	168146	04/14/2023	22	14.58	14.58
Total for WEBSTER CITY TRUE VALUE					\$14.58	\$14.58
TOTAL					\$6,107.29	\$6,107.29

HAMILTON COUNTY SOLID WASTE COMMISSION

Sales by Customer Summary

April 2023

	TOTAL
AG FORCE	149.76
AG SOURCE	96.72
ALL SEASON GUTTERS	34.32
AMERICAN SANITATION	12,826.40
APPLIANCE PLUS	34.32
CASH	17,176.81
CLASSIC DESIGNS	24.96
DAILY FREEMAN JOURNAL	60.00
DAVE SCOTT CONSTRUCTION	51.48
GILBERT FLOORING & PAINT	51.66
GOOD LIFE RV	107.64
HAMILTON COUNTY CONSERVATION	15.00
HAMILTON COUNTY ENGINEER	25.00
INGRAHAM CONSTRUCTION	20.28
J&C BUILDERS, LCC	186.42
JAYCOX CONSTRUCTION	55.38
LEONARD MOSS ROOFING	519.48
MERTZ ENGINEERING CO.	138.24
MORTENSON PROPERTIES	43.68
NICK MURPHY CONSTRUCTION	32.76
NORTH CENTRAL TURF	31.98
PAGEL REPAIR AND LOCK	86.58
SEAMLESS PROS LLC	855.66
SHAWN MORAN CONSTRUCTION	82.68
TASLER PALLET	466.44
THE TRASH MAN	62,261.20
THOMPSON CONSTRUCTION	33.54
TILE PROS, INC.	1,182.90
VAN DIEST SUPPLY	53.04
WASTE MANAGEMENT	183.30
ZATLOUKAL CONSTRUCTION	15.00
TOTAL	\$96,902.63

HAMILTON COUNTY SOLID WASTE COMMISSION

A/R Aging Summary

As of April 30, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	160.25	0.00	0.00	0.00	0.00	\$160.25
AG SOURCE	0.00	-50.88	0.00	0.00	0.00	\$ -50.88
ALL SEASON GUTTERS	37.52	0.00	0.00	0.00	0.00	\$37.52
AMERICAN SANITATION	12,826.40	0.00	0.00	0.00	0.00	\$12,826.40
APPLIANCE PLUS	36.72	0.00	0.00	0.00	0.00	\$36.72
CHAD ARNOLD	0.24	0.00	16.53	0.00	0.00	\$16.77
CHRIS MC NEIL PLUMBING	0.00	0.00	0.00	0.00	-34.20	\$ -34.20
CITY OF BLAIRSBURG	198.88	0.00	0.00	0.00	0.00	\$198.88
CITY OF KAMRAR	202.27	0.00	0.00	0.00	0.00	\$202.27
CITY OF RANDALL	174.02	0.00	0.00	0.00	0.00	\$174.02
CITY OF STANHOPE	411.32	0.00	0.00	0.00	0.00	\$411.32
CITY OF WEBSTER CITY	8,842.25	0.00	0.00	0.00	0.00	\$8,842.25
CITY OF WILLIAMS	346.91	0.00	0.00	0.00	0.00	\$346.91
CLASSIC DESIGNS	26.71	0.00	0.00	0.00	0.00	\$26.71
DAILY FREEMAN JOURNAL	32.10	0.00	0.00	0.00	0.00	\$32.10
DAVE SCOTT CONSTRUCTION	126.31	0.00	0.00	0.00	0.00	\$126.31
GERBER AUTO ELECTRIC	16.30	0.00	0.00	0.00	0.00	\$16.30
GILBERT FLOORING & PAINT	55.28	0.00	0.00	0.00	0.00	\$55.28
GOOD LIFE RV	115.18	0.00	0.00	0.00	0.00	\$115.18
HAMILTON COUNTY CONSERVATION	15.00	0.00	0.00	0.00	0.00	\$15.00
HAMILTON COUNTY ENGINEER	25.00	0.00	0.00	0.00	0.00	\$25.00
J&C BUILDERS, LCC	199.47	0.00	0.00	0.00	0.00	\$199.47
JAYCOX CONSTRUCTION	59.26	0.00	0.00	0.00	0.00	\$59.26
LEONARD MOSS ROOFING	555.84	0.00	0.00	0.00	0.00	\$555.84
MERTZ ENGINEERING CO.	65.35	0.00	0.00	0.00	0.00	\$65.35
MORTENSON PROPERTIES	46.74	0.00	0.00	0.00	1.20	\$47.94
NICK MURPHY CONSTRUCTION	0.00	0.00	0.00	-433.48	0.00	\$ -433.48
NORTH CENTRAL TURF	34.22	0.00	0.00	0.00	0.00	\$34.22
PAGEL REPAIR AND LOCK	92.64	0.00	0.24	0.00	0.00	\$92.88
PAGEL WINDOWS	16.30	0.00	0.00	0.00	0.00	\$16.30
SEAMLESS PROS LLC	1,056.88	0.00	0.80	0.00	0.00	\$1,057.68
SHAWN MORAN CONSTRUCTION	88.47	0.00	0.00	0.00	0.00	\$88.47
SIGN UP	0.84	0.00	55.85	0.00	6.03	\$62.72
Soil View, LLC.	2.31	0.00	0.00	0.00	0.00	\$2.31
T&T RENTALS	0.00	0.00	0.00	4.65	0.00	\$4.65
THE TRASH MAN	62,261.20	0.00	0.00	0.00	0.00	\$62,261.20
THOMPSON CONSTRUCTION	35.89	0.00	0.00	0.00	0.00	\$35.89
TILE PROS, INC.	1,265.70	0.00	0.00	0.00	0.00	\$1,265.70
VAN DIEST SUPPLY	56.75	0.00	0.00	0.00	0.00	\$56.75
WASTE MANAGEMENT	354.49	0.00	0.00	0.00	0.00	\$354.49
ZATLOUKAL CONSTRUCTION	16.05	0.00	0.00	0.00	0.00	\$16.05
TOTAL	\$89,857.06	\$ -50.88	\$73.42	\$ -428.83	\$ -26.97	\$89,423.80

HCSW COMMISSION

Budget vs. Actuals: FY_2022_2023 - FY23 P&L

July 2022 - April 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	55,205.02	64,781.00	-9,575.98	85.22 %
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	4,480.00	0.00	4,480.00	
C&D	270,769.00	0.00	270,769.00	
CONCRETE	439.28	0.00	439.28	
ELECTRONICS	728.00	0.00	728.00	
LATEX PAINT	411.00	0.00	411.00	
MSW	632,719.75	0.00	632,719.75	
PACKER	6,488.00	0.00	6,488.00	
RCC FEES	826.12	0.00	826.12	
TIRES	7,100.02	0.00	7,100.02	
TVS	5,280.00	0.00	5,280.00	
Total GATE CHARGES	928,270.35	1,050,000.00	-121,729.65	88.41 %
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	5,428.93	1,000.00	4,428.93	542.89 %
Total OPERATING FUND	1,000,289.64	1,155,331.00	-155,041.36	86.58 %
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	208.62		208.62	
TRANSFER STATION CD INTEREST		300.00	-300.00	
Unapplied Cash Payment Income	304.66		304.66	
Total Income	\$1,003,026.35	\$1,159,231.00	\$-156,204.65	86.53 %
GROSS PROFIT	\$1,003,026.35	\$1,159,231.00	\$-156,204.65	86.53 %
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	30.00	100.00	-70.00	30.00 %
Building and Fixture Repairs	51,685.79	60,000.00	-8,314.21	86.14 %
Building Supplies	1,450.15	1,000.00	450.15	145.02 %
Cell Phone Service	1,088.31	1,680.00	-591.69	64.78 %
Change Fund		50.00	-50.00	
COMMISSION FEES	1,501.37	2,000.00	-498.63	75.07 %
Computer Service	238.40	1,500.00	-1,261.60	15.89 %
Diesel Fuel/Fuel Oil	37,422.57	43,200.00	-5,777.43	86.63 %
Drinking Water Service	350.00	500.00	-150.00	70.00 %
Electricity	4,490.90	5,500.00	-1,009.10	81.65 %
ELECTRONICS RECYCLING	8,357.25	10,000.00	-1,642.75	83.57 %
Engineering Fees	18,299.85	7,000.00	11,299.85	261.43 %
Equipment and Vehicle Repairs	1,364.47	12,000.00	-10,635.53	11.37 %
Gasoline	1,055.06	1,000.00	55.06	105.51 %
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	364.22	1,200.00	-835.78	30.35 %
Membership Dues		450.00	-450.00	
MISC EXPENSES	428.67	0.00	428.67	
Miscellaneous Expenses	2,129.29		2,129.29	
NCIARSWA Gate Fees	463,411.62	585,000.00	-121,588.38	79.22 %
NCIARSWA Per Capita Assessments	64,780.64	64,781.00	-0.36	100.00 %
Office Supplies	2,843.78	3,000.00	-156.22	94.79 %
Other Capital Outlay		0.00	0.00	
Payroll Expenses				
Health Insurance	31,531.88	37,116.00	-5,584.12	84.95 %
IPERS	18,128.53	19,722.00	-1,593.47	91.92 %
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	217,808.69	283,703.00	-65,894.31	76.77 %
Phone & Internet Service	1,349.07	1,700.00	-350.93	79.36 %
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	7,992.69	10,000.00	-2,007.31	79.93 %
Tires	7,513.60	8,000.00	-486.40	93.92 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Uniform Service	1,628.15	1,800.00	-171.85	90.45 %
Vehicle&Equip. Parts&Supplies	6,781.51	10,000.00	-3,218.49	67.82 %
WORKERS' COMP INSURANCE	5,439.00	6,000.00	-561.00	90.65 %
Total Operating Fund Expenses	951,934.29	1,163,138.00	-211,203.71	81.84 %
Payroll Expenses				
Company Contributions				
Health Insurance	2,732.82		2,732.82	
Retirement	2,042.88		2,042.88	
Total Company Contributions	4,775.70		4,775.70	
Taxes	2,245.81		2,245.81	
Wages	26,267.09		26,267.09	
Total Payroll Expenses	33,288.60		33,288.60	
Reconciliation Discrepancies		0.00	0.00	
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	\$1,089,522.73	\$1,280,055.00	\$-190,532.27	85.12 %
NET OPERATING INCOME	\$-86,496.38	\$-120,824.00	\$34,327.62	71.59 %
Other Income				
Late Fee Income	0.24		0.24	
Total Other Income	\$0.24	\$0.00	\$0.24	0.00%
NET OTHER INCOME	\$0.24	\$0.00	\$0.24	0.00%
NET INCOME	\$-86,496.14	\$-120,824.00	\$34,327.86	71.59 %

HAMILTON COUNTY TRANSFER STATION

Managers Monthly Report for April 2023

Cost Savings Project Update in Ft. Dodge.

At the last monthly meeting in Ft. Dodge even though we lacked a quorum to conduct a regular meeting a short work shop was conducted. This allowed a question and answer session directed at any concerns or issues any one had with our counter offer proposal. There was only minimal discussion on the request and it was approved for a vote at their next meeting on 5/16/23.

Update on Progress With Job Applicants

There were 7-job applications received by our 4/28/23 end of business deadline. 2- of them did not posses a class A- CDL operators license so they were not eligible for the position. Out of the other 5-applicants 2-found other employment or went in a different direction. That leaves us with 3- interview candidates. My plan is to have these three candidates initial interview completed and review their results with the Commission. Then discus the next move for making a offer to our chosen candidate.

Landfill Annual Inspection Results

On April 12th our Annual Inspection was performed by SCS Engineers. Attached are there findings resulting in a couple of action items for us. See below.

- Remove saplings primarily on the south portion of old landfill.
- Repair to be made on failed pipe near LMEW-5R. I have contacted Ingraham Const to provide an estimate on repair.

Updates on these action items shall be provided as we progress.

TERRY A. KLAVER

May 1, 2023
Project No. 27223100.00

Mr. Geoff Spain
Iowa Department of Natural Resources
Land Quality Bureau
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319-0034

**Re: Annual Landfill Inspection Report
Hamilton County Sanitary Landfill (Closed)
Permit No. 40-SDP-02-75C**

Dear Mr. Spain,

The purpose of this report is to document the results of the annual inspection required by the Iowa Department of Natural Resources. The inspection was made to evaluate the site's general conformance with the closure permit and the approved plans and specifications. Figure 1, a map of the Hamilton County Sanitary Landfill, has been provided for reference, while Attachment A contains a copy of the observation checklist utilized during the inspection. On April 12, 2023, the following observations were made during the annual inspection:

Summary of Inspection Observations

- Saplings were observed growing, in small numbers, across the landfill, with most being located on the western slope.
- Small areas of sparse vegetation were noted on the southwest and western portion of the Landfill; minor signs of erosion were observed near the road on the western slope, north of manhole MH-3. Erosion did not appear to be occurring in the other areas.
- A failed pipe let down through the terrace was observed along the northern slope, west of leachate monitoring and extraction well LMEW-5R. Most of the piping was exposed with signs of erosion observed on either side.
- Minor rill erosion, located on the northern slope, south of monitoring wells MW-9A and MW-9B, was observed; however, erosion appears to have stabilized as the rills were fully vegetated.
- There were no seeps observed during the inspection and previous seep areas appeared to be in good condition.

Summary of Recommendations

Based on the observations made on April 12, 2023, the following items are recommended:

- Continue to monitor existing rills and areas with sparse vegetation on the Landfill to reseed and/or repair, as needed.
- Remove sapling/brush to be completed with the above.

Mr. Geoff Spain
May 1, 2023
Page 2

- Clear obstructions from the failed pipe let down and repair/replace the piping, if needed, along with recompaction of soils surrounding the pipe.

General Comments

The observations presented in this report are based upon data obtained from the field observations made at the site, interviews with the site operator, and from information sources discussed in this report. This report provides a snapshot in time of the conditions present at the time of the inspection and does not reflect variations in conditions that may occur throughout the year.

SCS Engineers has prepared this report for the exclusive use of our client. This report is meant for the specific application discussed and has been prepared in accordance with generally accepted engineering practices. No warranties, expressly stated or implied, are intended or made.

If you have any questions regarding this submittal, please contact us at (515) 631-6160.

Sincerely,

Benjamin Madson
Associate Professional
SCS Engineers

Timothy C. Buelow, P.E.
Project Director
SCS Engineers

Certification

	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.
	_____ Date: _____
	Timothy C. Buelow, P.E.
	License No. 14445
	My license renewal date is December 31, 2023
	Pages or sheets covered by this seal: All.

Enclosure

copy: Terry Klaver, Hamilton County Sanitary Landfill
Electronic File

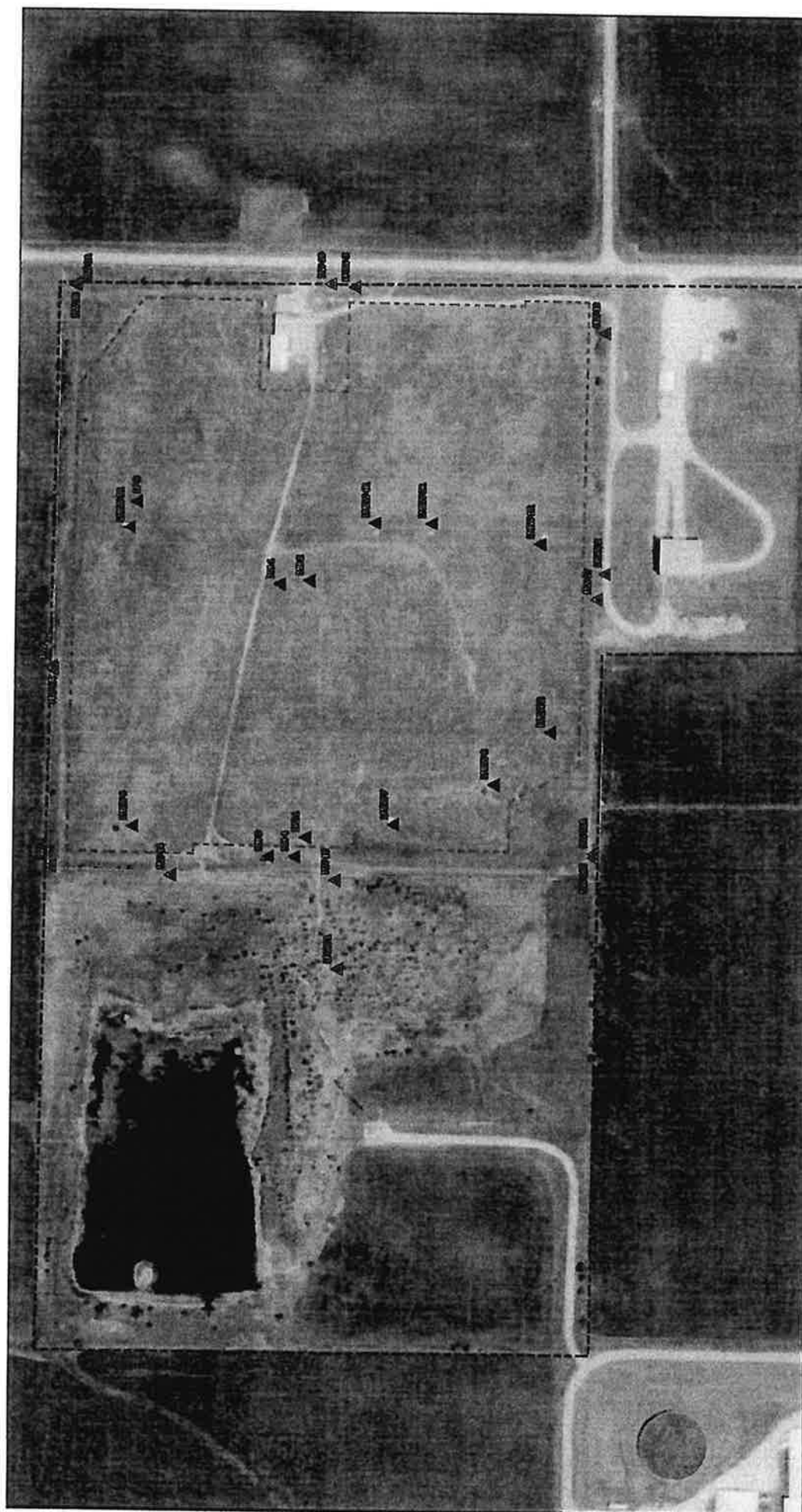


Figure 1



Site Map

Legend

- ▲ Approximate Monitoring Well Location - - - - Approximate Waste Boundary
▲ Approximate LFGW Location Approximate Location of Fence Line
▲ Approximate Leachate Well Location [- -] Approximate Property Boundary
▲ Approximate Location of Manhole

Hamilton County Sanitary

Landfill
Kamrar, IA
Project No: 27223100.00
Drawing Date: April 2023

SCS
ENGINEERS
environmental consultants and contractors

SCS Engineers
1690 All State Ct, Ste 100, West Des Moines, Iowa 50265
Sanitary Landfill Inspection

Permit #: 40-SDP-02-75C

Facility Name: Hamilton County Sanitary Landfill (closed)

County: Hamilton

Facility Operator: N/A

Address: Webster City, IA 50595

Phone: N/A

Responsible Official: Terry Klaver, Manger

Address: 2605 McMurry Ave

Phone: (515) 539-4420

Date Last Inspection: April 5, 2022

Date This Inspection: April 12, 2023

At the Time of this Inspection:

• **Facility personnel present:** None

• **Wind direction and speed:** SSW 26 MPH

• **Surface conditions:** Dry

• **Ambient temperature:** 85° F

Yes – compliance was being achieved; **No** – compliance was not being achieved,
N/A – not applicable or not observed; **PND** – previously noted deficiency (PND).

Observations

Yes	No	N/A	PND	Item	Yes	No	N/A	PND	Item
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Fill Cover: final	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Special Waste Handling
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Control of Face	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Recycling Activities
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Compaction	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Operator Certification
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Cover erosion; Ponding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Staffing
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Drainage into fill	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Equipment Backup/Maintenance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Leachate Mgmt. & Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Interior Roads
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Litter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Perimeter fence, gate, signs, wells
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Wet Weather Area	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Photos taken
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Construction & Demolition Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Follow-up needed? (Yes/No)

Comments: The comments below correspond to the numbered observation items listed above.

1. Landfill cover and vegetation were in good shape except for a few small areas of sparse vegetation. The site is in the process of adding seed to these areas. All other areas were in good shape.
4. No ponding was observed. Erosion around a pipe let down was observed along the northern slope. Piping was occurring along the outside of the pipe. Past erosion rills were noted on the northern slope in the western portion of the landfill. The rills appeared stabilized as vegetation had established in the rills.
6. No seeps were observed.
15. Access roads leading toward the site were in good condition.
18. The landfill cap should continue to be periodically monitored and maintained as needed.

AUTHENTICATION

INSPECTOR	Benjamin Madson	Date: April 12, 2023
REVIEWER	Timothy C. Buelow, P.E.	Date: April 26, 2023

HAMILTON COUNTY SOLID WASTE COMMISSION

April - 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 & SPOSAL CH	LATEX PAINT FEES
1	Sat	12.4	414.08	48.00	607.98	1116.06			
2	Sun	0	0.00	0.00	0.00	0.00			
3	Mon	50.24	3469.50	48.00	255.76	3843.25			
4	Tues	41.48	2610.46	32.00	556.40	3275.06			
5	Wed	72.64	5549.64	8.00	173.50	5731.17			
6	Thurs	58.44	4511.54	24.00	106.38	4676.92			
7	Fri	53.82	3837.17	8.00	485.67	4350.84			
8	Sat	0	0.00	0.00	0.00	0.00			
9	Sun	0	0.00	0.00	0.00	0.00			
10	Mon	53.57	3875.01	16.00	357.07	4278.08			
11	Tues	40.41	2878.57	40.00	366.64	3403.21			
12	Wed	70.59	5226.84	40.00	320.74	5587.58			
13	Thurs	48.24	3391.85	32.00	468.97	3971.41			
14	Fri	51.29	3306.57	40.00	788.80	4297.87	1.52	118.56	
15	Sat	29.7	1392.18	64.00	2390.52	3921.70			1219.80 Spill (Heavy) Li
16	Sun	0	0.00	0.00	0.00	0.00			
17	Mon	50.76	3473.94	16.00	499.66	4034.60			
18	Tues	34.79	2502.57	40.00	249.04	2880.61			
19	Wed	70.62	5015.28	0.00	209.15	5244.43			
20	Thurs	57.83	3182.86	8.00	1425.48	4781.34			
21	Fri	55.59	4214.96	56.00	166.05	4493.01			
22	Sat	13.48	487.74	32.00	673.98	1285.72			
23	Sund	0	0.00	0.00	0.00	0.00			
24	Mon	63.95	4210.65	32.00	912.74	5342.39			
25	Tues	36.49	2403.95	40.00	532.10	3010.05			
26	Wed	89.4	4705.18	16.00	1867.17	6683.35			
27	Thurs	79.45	4634.87	48.05	1118.27	5801.19			83.35 Acid
28	Fri	51.6	3744.67	40.00	355.91	4178.58			
29	Sat	14.3	561.53	112.00	715.76	1559.29			
30	Sun	0	0.00	0.00	0.00	0.00			
31									
Total		1201.08	79601.61	840.05	15603.74	97747.71	1.52	118.56	0.00
TOTAL AVG		50.05	3316.73	35.00	650.16	4072.82	0.06	4.94	0.00

HAMILTON COUNTY SOLID WASTE COMMISSION

April - 2023 MONTHLY REPORT

DATE	DAY	Tires, Tubes & Rims		Appliances-White Goods		Tv & Electronics		DAILY FORT DODGE	TONS OF CONSTR.	TONS OF MSW
		UNITS	RECEIPTS	UNITS	RECEIPTS	UNITS	RECEIPTS	TONS	TO BLDG.	WASTE
1	Sat	2.00	10.00	0.00	0.00	4.00	36.00	37.84	3.79	8.61
2	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Mon	0.00	0.00	4.00	40.00	2.00	30.00	36.05	2.15	48.09
4	Tues	0.00	0.00	0.00	0.00	6.00	76.20	56.63	2.45	39.03
5	Wed	0.00	0.00	0.00	0.00	0.00	0.00	35.45	1.96	70.68
6	Thurs	2.00	10.00	1.00	10.00	1.00	15.00	85.96	1.54	56.90
7	Fri	0.00	0.00	2.00	20.00	0.00	0.00	41.51	2.88	50.94
8	Sat	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Mon	0.00	0.00	0.00	0.00	2.00	30.00	59.10	3.34	50.23
11	Tues	0.00	0.00	3.00	30.00	8.00	88.00	38.47	1.62	38.79
12	Wed	0.00	0.00	0.00	0.00	0.00	0.00	60.45	1.88	68.71
13	Thurs	0.00	0.00	1.00	10.00	6.00	68.59	78.72	2.68	45.56
14	Fri	5.00	53.50	5.00	50.00	5.00	59.00	41.38	4.88	46.41
15	Sat	9.00	45.00	3.00	30.00	0.00	0.00	40.39	0.93	28.77
16	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Mon	0.00	0.00	0.00	0.00	3.00	45.00	38.73	3.78	46.98
18	Tues	8.00	52.00	0.00	0.00	3.00	37.00	39.17	0.71	34.08
19	Wed	0.00	0.00	2.00	20.00	0.00	0.00	56.96	2.43	68.19
20	Thurs	3.00	15.00	0.00	0.00	18.00	150.00	66.68	16.25	41.58
21	Fri	23.00	46.00	1.00	10.00	0.00	0.00	34.92.	1.08	54.51
22	Sat	12.00	62.00	3.00	30.00	0.00	0.00	43.60	6.79	6.69
23	Sund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Mon	11.00	55.00	8.00	80.00	4.00	52.00	35.60	2.76	61.19
25	Tues	0.00	0.00	2.00	20.00	2.00	14.00	50.72	4.32	32.17
26	Wed	0.00	0.00	4.00	40.00	4.00	60.00	58.56	17.23	72.17
27	Thurs	0.00	0.00	0.00	0.00	0.00	0.00	81.38	13.43	66.02
28	Fri	4.00	28.00	1.00	10.00	0.00	0.00	58.91.	3.96	47.64
29	Sat	0.00	0.00	5.00	50.00	8.00	120.00	15.62	4.44	9.86
30	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31										
TOTAL		79.00	376.50	45.00	450.00	76.00	880.79	1098.97	107.28	1093.80
TOTAL AV		3.29	15.69	1.88	18.75	3.17	36.70	45.79	4.47	45.58

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET
Beginning Balance	833,732.00	975,161.86	1,055,502.85	1,117,531.85	1,078,216.84
RECEIPTS					
Gate Charges	1,047,316	992,784	1,002,409	1,040,693	1,050,000
Less Sales Tax Paid					
	1,047,316	992,784	1,002,409	1,040,693	1,050,000
Assessments	67,186	67,186	67,186	65,383	64,781
Interest on Investments	1,891	2,030	1,051	900	1,000
Farm Income	1,767	2,078	1,893	3,479	3,500
Refunds & Reimbursements	11,851	12,875	1,377	45,202	25,000
Gas Tax Refund	0	0	0	0	50
RETURNED CHECK FEE	30	118	0	0	0
DNR RCC REIMBURSEMENT	2,651	3,371	4,626	12,454	10,000
Other Receipts	696	8,559	373	1,000	0
Scrap Metal Sold	8,316	3,969	7,804	14,428	10,000
Total Receipts	1,141,705	1,092,971	1,086,719	1,183,540	1,164,331
DISBURSEMENTS					
Personal Services					
Regular & OT Wages	159,028	161,607	185,907	195,280	208,920
FICA/Medicare	12,166	12,842	14,222	14,939	15,982
IPERS	14,583	15,022	17,550	18,434	19,722
Medical Insurance	21,951	24,197	33,092	34,607	37,116
Workers Comp. Insurance	10,255	5,238	5,064	2,272	6,000
Unemployment Compensation	109	111	134	146	1,963
Commission Fees	1,766	1,950	1,475	1,233	2,000
Uniform Service	1,626	1,989	2,566	1,940	1,800
Outside Labor				0	0
	221,484	222,956	260,010	268,851	293,503
Contractual Supplies & Services					
Security Monitoring	1,478	1,212	1,274	1,277	1,300
Audits	5,475	5,300	5,175	5,100	5,100
Bank Service Charges	60	98	77	51	100
Bldgs & Fixtures Repairs	14,244	20,687	1,189	17,161	60,000
Change Fund	93	0	0	0	50
Computer Service	694	1,158	1,793	1,310	1,500
Consulting Attorney Fees	175	30	50	0	1,000
Consulting Engineering Fees	590	4,900	0	4,399	7,000
Dust Control				1,389	
Dues - Memberships	438	398	398	223	450
Electricity	9,251	6,780	5,925	5,194	5,500
Electronics Recycling	8,902	9,263	13,896	7,470	10,000
Equip. & Vehicle Repairs	20,424	36,569	15,758	7,033	12,000
Cell Phone Service	1,582	1,482	1,619	1,524	1,680
General & Liability Insurance	9,678	9,801	9,767	11,840	13,024
Leachate Disposal					
Licenses & Permits	84	84	84	156	100
Medical Services	0	0	0	162	0
Miscellaneous	1,870	831	2,204	324	0
North Central - Gate	466,116	494,116	534,607	533,512	585,000
North Central - Per Capita	67,185	67,185	67,185	65,983	64,781
Postage	663	462	614	524	550
Propane Gas Service	2,548	3,228	1,206	2,128	3,000
Public Notices	858	1,540	1,533	724	1,200

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET
RCC Disposal/Supplies	14,794	8,890	16,794	12,741	13,000
Telephone	1,605	1,606	1,646	1,613	1,700
Tire Removal	8,149	8,739	9,565	8,012	10,000
Tires, Tire Repairs, and S	5,410	6,960	7,631	9,205	8,000
Travel-Meeting-School Ex	811	482	1,374	1,577	1,200
Bottled Water Service	622	518	451	426	500
	643,799	692,319	701,815	701,057	807,235
Commodities					
Building Supplies	1,631	762	684	1,011	1,000
Diesel Fuel/Fuel Oil	31,043	27,857	20,842	28,078	43,200
Gasoline	728	486	625	1,031	1,000
Medical Supplies	0	29	56	0	200
Office Supplies	2,400	2,398	2,508	2,176	3,000
Rock & Rock Crushing	1,013	1,057	688	0	1,000
Safety Clothing/Equipmen	1,347	2,036	692	936	2,000
Signs	150	0	633	0	500
Vehicle & Equip. Parts &	9,962	10,974	12,439	9,841	10,000
Weed Chemicals	0	0	86	0	0
	48,273	45,599	39,253	43,073	61,900
Total Operating Costs	913,556	960,874	1,001,078	1,012,981	1,162,638
Capital Outlay					
Loader					
Semi				108000	0
Computer/ Printer				99919.31	0
Trailer			347	1955.02	0
Other	527	0	0	0	65000
TOTALS	527	0	347	209,874	29,497
Total Disbursements	914,083	960,874	1,001,425	1,222,855	1,257,135
TRANSFERS IN					
Fr Rev Fund to O&M Fun	0	0	0	0	0
	0	0	0	0	0
TRANSFERS OUT					
To Equipment Reserve	86,192	51,756	23,265	0	0
To Post Closure Reserve					
To Closure Reserve					
To Oper. & Maint. Fund	0	0	0	0	0
To Transfer Station Closure Fund					
TOTALS	86,192	51,756	23,265	0	0
Net + or (-)	141,430	80,341	62,029	(39,315)	(92,804)
Ending Fund Balance	975,162	1,055,503	1,117,532	1,078,217	985,413

LANDFILL POST CLOSURE RESERVE FUND	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET
Beginning Balance	923,017	872,023	873,555	864,737	843,878
Beginning Balance					
RECEIPTS					
Interest on Investments	11,919	14,043	7,696	2,711	3,600
	11,919	14,043	7,696	2,711	3,600
DISBURSEMENTS					
Water Quality Reports	12,875	0	7,375	5,600	5,600
Lab Testing	7,636	0	2,019	0	0
Consulting Engineering Fees	4,165	5,368	2,575	11,842	10,000
Leachate System Reports	5,215	3,450	2,475	3,045	2,820
Fence Repairs					
Leachate Seep Repair	4,837	1,179	0	0	2,500
Discontinuation Project	16,000	0	0	0	0
LEACHATE DISPOSAL	12,035	2,466	1,926	3,083	1,500
TUBE CLEAN OUT					
Other Disbursements	150	48	144	0	0
Total	62,913	12,511	16,514	23,570	22,420
ENDING BALANCE	872,023	873,555	864,737	843,878	825,058

TRANSFER STATION CLOSURE	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
RESERVE FUND					
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET
Beginning Balance	27912	27942	35462	35,781	35,890
RECEIPTS					
Interest on Investments	30	490	319 \$	108	300
TRANSFERS IN					
DISBURSEMENTS	0	0	0	0	0
TRANSFERS OUT	0	0	0	0	0
ENDING BALANCE	27,942	35,462	35,781	35,890	36,190



COUNCIL MEMORANDUM

TO: Mayor and City Council

FROM: Dodie Wolfgram, Finance Director
Daniel Ortiz-Hernandez, City Manager

DATE: May 15, 2023

RE: Public Hearing to Amend the FY23 Budget

SUMMARY: A public hearing is needed to amend the FY 2022/23 budget.

BACKGROUND/DISCUSSION: If a city's expenditures will be more or revenues less than budgeted it is required to hold a public hearing to amend the budget. The final amendment is due to the state by the end of June.

The process of amending the budget begins with reviewing all of the programs and functions to determine whether an amendment is needed, keeping in mind that we are not penalized or have an audit finding for amending when not needed.

The revenues we feel may need an amendment by year end are:

Taxes Levied on Property – using the past 2 years of tax dollars received in the final 3 months it appears we could be short \$287,702.

TIF Revenues – this area needs to be reduced by \$43,109 as a TIF development agreement was budgeted incorrectly.

Charges for Services – using the past 9 months as an average per month it appears our sewer sales may be \$346,362 short of the budgeted amount.

Miscellaneous – we would like to reduce the anticipated revenue in this category by \$255,680 for land sales of 50,000 and the USDA pass through loans that were budgeted using a revenue account but receipted into our asset account where the loans were booked.

Other Financing Sources – we had budgeted \$25,030,000 in loan proceeds for the first year of constructing the new Wastewater Plant.

The expenses that we would like to amend are:

General Government – we would like to increase the expenses in this category by \$40,417 due to unanticipated outside legal services, possible HVAC repairs, city wide cleanup expenses (budgeted at 2,000 but actual last year was \$3,800) and a few payroll accounts that appear will go over budget.

Public Works – we would like to increase the expenses in this category by \$281,234 to account for engineering and possible start of a contract for the Lighting Project at the Airport that was budgeted for FY24.

Culture & Recreation – we are looking to amend this category by \$65,452 due to increased city utility costs at Fuller Hall, increased gas utility & payroll expenses at the Outdoor Pool and extra stump removals due to the windstorm.

RECOMMENDATION: We recommend City Council pass and adopt the resolution to amend the FY23 budget.

RESOLUTION NO. 2023 -

RESOLUTION ADOPTING THE BUDGET AMENDMENT FOR FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS, state law requires the adoption of a budget amendment whenever actual revenues will be lower or expenses higher than the original budget; and

WHEREAS, the adopted budget amendment needs to be certified by the county auditor no later than May 31st; and

WHEREAS, the City Council of the City of Webster City set a public hearing to be held on Monday, May 15, 2023 at 6:05 p.m. to amend the FY23 Budget; and

WHEREAS, notice of said hearing was published in the May 3, 2023 edition of the Daily Freeman Journal; and

WHEREAS, the public hearing was held on May 15, 2023; and

NOW THEREFORE BE IT RESOLVED, by the City Council of Webster City, Iowa that the FY23 budget be amended by decreasing revenues in the amount of \$25,962,853 and increasing expenses in the amount of \$387,103; and

BE IT FUTHER RESOLVED, by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

PASSED AND APPROVED this 15th day of May 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of WEBSTER CITY				
Fiscal Year July 1, 2022 - June 30, 2023				
The City of WEBSTER CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023				
Meeting Date/Time: 5/15/2023 06:05 PM		Contact: Dodie Wolfram		Phone: (515) 832-9141
Meeting Location: City Council Chambers Webster City Municipal Building 400 2nd Street Webster City, IA 50595				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments 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-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,527,493	-287,702	4,239,791
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,527,493	-287,702	4,239,791
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	294,044	-43,109	250,935
Other City Taxes	6	1,037,821	0	1,037,821
Licenses & Permits	7	123,830	0	123,830
Use of Money & Property	8	920,131	0	920,131
Intergovernmental	9	1,276,768	0	1,276,768
Charges for Service	10	18,364,782	-346,362	18,018,420
Special Assessments	11	0	0	0
Miscellaneous	12	1,702,160	-255,680	1,446,480
Other Financing Sources	13	25,030,000	-25,030,000	0
Transfers In	14	10,244,018	0	10,244,018
Total Revenues & Other Sources	15	63,521,047	-25,962,853	37,558,194
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,997,057	0	2,997,057
Public Works	17	1,809,531	281,234	2,090,765
Health and Social Services	18	48,274	0	48,274
Culture and Recreation	19	1,371,431	65,452	1,436,883
Community and Economic Development	20	666,348	0	666,348
General Government	21	428,990	40,417	469,407
Debt Service	22	1,238,285	0	1,238,285
Capital Projects	23	2,612,306	0	2,612,306
Total Government Activities Expenditures	24	11,172,222	387,103	11,559,325
Business Type/Enterprise	25	48,580,726	0	48,580,726
Total Gov Activities & Business Expenditures	26	59,752,948	387,103	60,140,051
Transfers Out	27	10,244,018	0	10,244,018
Total Expenditures/Transfers Out	28	69,996,966	387,103	70,384,069
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,475,919	-26,349,956	-32,825,875
Beginning Fund Balance July 1, 2022	30	41,098,823	0	41,098,823
Ending Fund Balance June 30, 2023	31	34,622,904	-26,349,956	8,272,948
Explanation of Changes: Revenue decrease - did not bond for a new sewer plant, TIF receipt incorrectly budgeted, pass through loan payments entered through the recording asset account instead of a budgeted revenue account, sewer sales lower than anticipated, did not have a lot sale Expense increase - possible HVAC repairs at City Hall, increased payroll costs in several departments, city cleanup expense projected to be more than budgeted, city & gas utility increases, wind storm damage to trees resulted in extra stump removal expenses				

May 10, 2023

Biridiana Bishop
City of Webster City
400 2nd Street P.O. Box 217
Webster City, IA 50595

Dear Biri,

The 2023 Wilson Brewer Courthouse Structural Improvement Project was bid at 2:00 P.M. on May 3, 2023 in the City Council Chambers. Peterson Construction of Webster City, Iowa submitted the lowest responsive bid, in the amount of \$235,100.00.

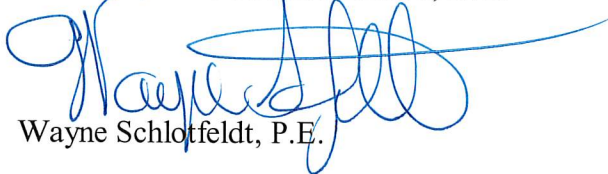
We recommend that the Wilson Brewer Historic Park Commission evaluate the funding sources for the project at their May 16th meeting, prior to the June 5th Council meeting.

There were two sets of plans and specifications issued to prospective bidders. Both companies submitted bid proposals, and there were no irregularities in these submittals. Reference the attached bid tabulation sheet.

If there are any questions, please contact our office.

Sincerely,

SCHLOTFELDT ENGINEERING, INC.


Wayne Schlotfeldt, P.E.

WS/dc

Enc.

Cc: Gary Groves

BID TABULATION 2023 WILSON BREWER COURTHOUSE STRUCTURAL IMPROVEMENT PROJECT WEBSTER CITY, IOWA ENGINEER'S ESTIMATE: \$205,000.00 BID DATE: MAY 3, 2023 - 2:00 P.M.		Peterson Construction 1929 W. 2nd Street Webster City, IA 50595	Doyle Construction 516 North 6th Street Fort Dodge, IA 50501
	DESCRIPTION	LUMP SUM PRICE	LUMP SUM PRICE
a.	Reconstruction of load bearing walls and roof system		
b.	Construction of new basement and second story accesses		
c.	Replacement of north entry doors and exterior door trim		
d.	Installation of new heating and ventilation and sump pump equipment		
e.	Installation of new interior lighting		
f.	Installation of new interior or exterior storm windows		
g.	Replacement of selected siding & trim - Total of 210 sf		
h.	Refinishing first and second level floors		
i.	Paint exterior of building - white siding w/black trim		
j.	Replacement of selected window sills - four required		
LUMP SUM PROJECT BID		\$ 235,100.00	\$ 247,490.00
Preferred late start date		June 15, 2023	June 15, 2023
Preferred completion date		January 1, 2024	November 1, 2023



MEMORANDUM

TO: Mayor and City Council

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

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Community Development Director to Seek Bids and for the City Manager to Sign and Execute Agreement with the Lowest Responsible Bidder in an Amount Not to Exceed \$140,000 to demolish 5 Unsafe Properties Acquired by the City of Webster City

SUMMARY: The City of Webster City has acquired 5 unsafe properties since January 2022. All of these properties have been deemed as unsafe structures and are unable to be rehabilitated. City staff is requesting authorization to seek bids for demolition and authorization for the City Manager to sign an agreement with the lowest responsible bidder in an amount not to exceed \$140,000 to demolish all 5 properties. Sealed bids will be accepted until 9:00 A.M. on June 8, 2023 and will be opened at 9:05 A.M. on the same day. All five properties have been deemed unsafe, uninhabitable and unable to be rehabilitated by both the City Building Inspector and contracted Building Inspector through Safe Building. City Staff is seeking to demolish four of the five homes in hopes to redevelop the lots. The fifth property will be demolished with the understanding that due to it being located in the floodplain, it is not a lot that can be redeveloped.

PREVIOUS COUNCIL ACTION: On February 21, 2022 City Council accepted and approved a resolution to acquire property generally located at *1417 Third Street*; November 7, 2022 City Council accepted and approved a resolution to acquire properties generally located at *403 Broadway Street* and *1033 Third Street*; December 5, 2022 City Council accepted and approved a resolution to acquire property generally located at *714 Park Avenue*; and on February 6, 2023 City Council accepted and approved a resolution acquiring a property generally located at *1112 Third Street*.

BACKGROUND/DISCUSSION: All five locations have been viewed by City Staff and Safe Building. Four of the five locations, three on Third Street and one on Broadway, have been deemed unsafe and unable to be rehabilitated. City Staff is seeking to demolish these properties in hopes to redevelop the lots. The fifth property, located at 714 Park Avenue has also been deemed unsafe and also unable to be rehabilitated. City Staff is seeking to demolish this property; however, it is located in the floodplain and the lot will not be able to be redeveloped.

Each property had asbestos sampling done in February 2023 by Alliance Environmental Services. The results are outlined below with the supporting information of why each property has been deemed as unable to be rehabilitated.

403 Broadway had 2 of the 28 samples test positive for asbestos. The asbestos locations were approximately 70 sq. ft. linoleum flooring in the upstairs bathroom and the basement duct work tape. This property has significant water damage, rotted through flooring and floor joists as well as deteriorating foundation. (Exhibit A)

714 Park Ave had 27 asbestos testing samples taken, of which 0 (none) of the samples contained asbestos. This property had a house fire that caused damage to the Southeastern portion of the home. This home was left abandoned and is in a flood plain area which is why we have deemed it unable to be rehabilitated. (Exhibit B)

1033 Third Street had 2 of the 24 asbestos samplings test positive for asbestos. The asbestos locations were approximately 175 sq. ft of kitchen linoleum flooring and the basement duct tape. This house was involved in a house fire resulting in significant fire damage. (Exhibit C)

1112 Third Street had 2 of the 31 asbestos samplings test positive for asbestos. The asbestos locations were approximately 2500 sq. ft. of exterior slate siding and the basement duct tape. This house was also involved in a house fire resulting in significant fire damage. (Exhibit D)

1417 Third Street had 1 of the 21 samples test positive for asbestos. The location of this was approximately 20 sq. ft of linoleum on the East porch. This house has a deteriorating foundation, significant water damage and mold growth on the walls and throughout the dwelling. (Exhibit E)

FINANCIAL IMPLICATIONS: Funding for the demolition of these properties is from the Low to Moderate Income (LMI) Fund. There are currently \$536,315.30 in the LMI Fund. This fund has historically been used to demolish unsafe structures the City has acquired. \$60,000 was budgeted for unsafe buildings in the 2023 Fiscal Year, of which there is a remaining balance of \$49,510 left. \$100,000 was budgeted for unsafe buildings in the 2024 Fiscal Year Budget. We will use the \$49,510 from 2023 Fiscal Year and the remainder will be from the budgeted amount for 2024 Fiscal Year.

RECOMMENDATION: City Staff recommends City Council adopt a resolution authorizing the Community Development Director to seek bids for the demolition of all five properties we have acquired since January of 2022 and authorize the City Manager to sign and execute an agreement with the lowest responsible bidder in an amount not to exceed \$140,000.

RESOLUTION NO.2023—xxx

**RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SEEK BIDS FOR
DEMOLITION OF FIVE ACQUIRED UNSAFE PROPERTIES AND AUTHORIZING THE CITY MANAGER
TO SIGN AND EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER
IN AN AMOUNT NOT TO EXCEED \$140,000.**

WHEREAS, The City of Webster City acquired the following five properties since January of 2022:

403 Broadway Street
714 Park Street
1033 Third Street
1112 Third Street
1417 Third Street; and

WHEREAS, The City staff is seeking bids for the demolition of the acquired five properties; and

WHEREAS, the City of Webster City will accept sealed bids until June 8, 2023 at 9:00 A.M. opening said bids at 9:05 A.M. on the same day; and

WHEREAS, the city wishes to demolish these properties in hopes of future redevelopment on four out of five properties; and

WHEREAS, The City Council authorizes the City Manager to sign and execute the agreement from the lowest bidder, not exceeding \$140,000; and

WHEREAS, said agreement will be using funds in the amount of \$49,510 from the 2022-2023 fiscal year and funding the remainder from 2023-2024 fiscal year budgeted funds; and

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

SECTION 1: Authorizes the City of Webster City Community Development Director to seek bids for the demolition of five acquired properties.

Section 2: Authorizes City Manager to sign and execute the agreement from the lowest bidder, with a not to exceed amount of \$140,000.

Passed and adopted this 15th of May, 2023.

John Hawkins, Mayor

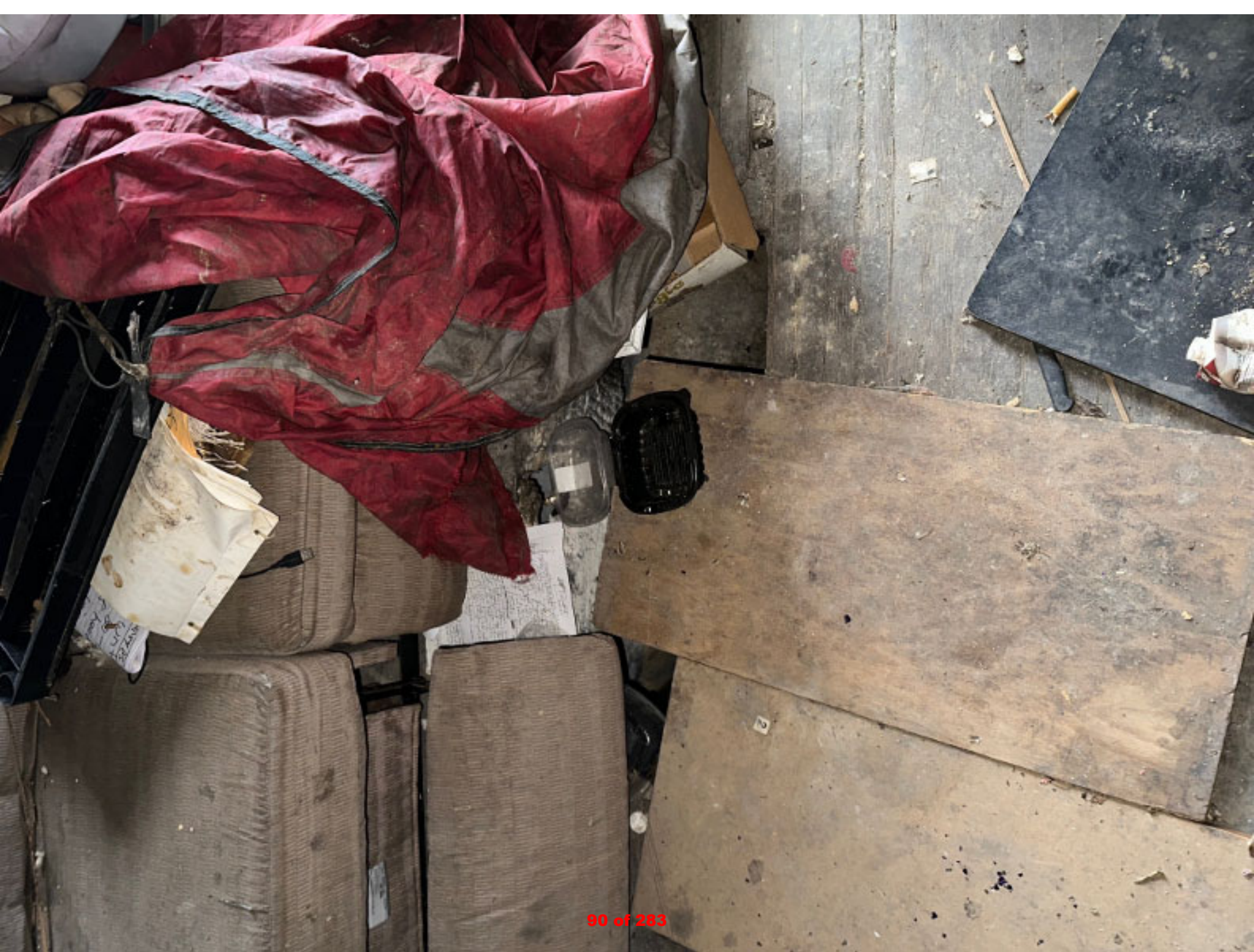
ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit A
403 Broadway St, Webster City, IA

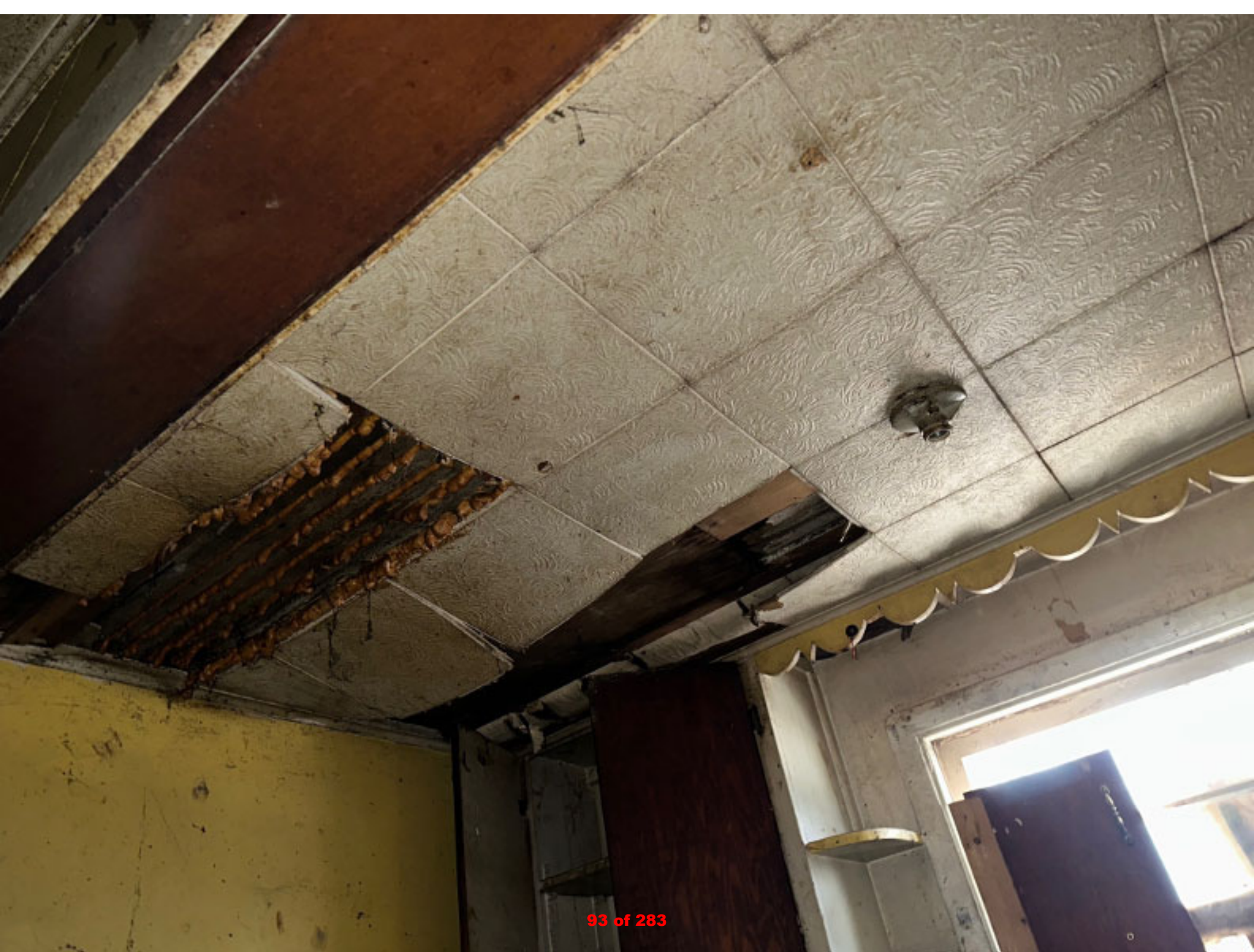
Jun 10, 2021 at 14:36:31
403 Broadway St
Webster City IA 50595
United States

















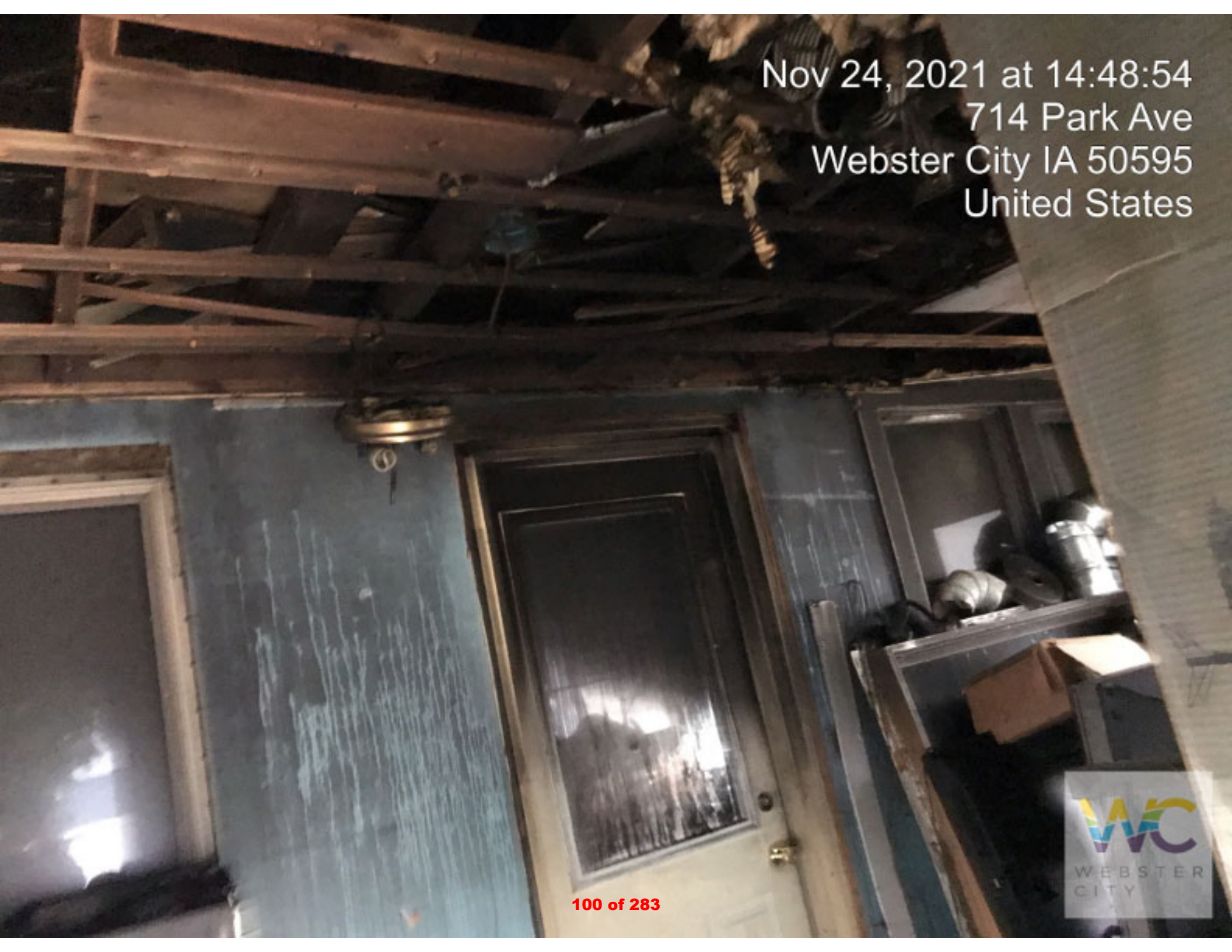
Dec 9, 2020 at 15:25:33
900-998 James St
Webster City IA 50595
United States

Exhibit B
714 Park Ave Webster City, IA

Nov 24, 2021 at 14:51:19



Nov 24, 2021 at 14:48:54
714 Park Ave
Webster City IA 50595
United States



Nov 24, 2021 at 14:49:02
714 Park Ave
Webster City IA 50595
United States



Nov 24, 2021 at 14:50:32
200 E Second St
Webster City IA 50595
United States



Nov 24, 2021 at 14:50:41
200 E Second St
Webster City IA 50595
United States



Nov 24, 2021 at 14:51:09



Exhibit C
1033 Third Street Webster City, IA

Jun 28, 2021 at 14:48:49
1029 Third St
Webster City IA 50595
United States



Jun 28, 2021 at 14:47:22
1033 Third St
Webster City IA 50595
United States



Jun 28, 2021 at 14:47:26
1033 Third St
Webster City IA 50595
United States



Jun 28, 2021 at 14:48:41
1029 Third St
Webster City IA 50595
United States



Exhibit D
1112 Third Street Webster City, IA

Aug 31, 2021 at 14:16:55
1112 Third St
Webster City IA 50595
United States



Aug 31, 2021 at 14:17:07
1112 Third St
Webster City IA 50595
United States



Exhibit E
1417 Third Street Webster City, IA

Mar 2, 2022 at 13:57:41
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:41:03
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:41:15
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:41:46
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:42:52
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:44:23
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:44:43
1417 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:47:43
1416 Third St
Webster City IA 50595
United States



Mar 2, 2022 at 13:55:58
1415 Third St
Webster City IA 50595
United States



NOTICE OF LETTING/INSTRUCTIONS TO BIDDERS

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising of asbestos abatement and complete demolition of each of the listed parcels must be filed on the proposal form attached, before 9:00 A.M. CST, on June 8, 2023, in the office of the Owner, City Hall, City of Webster City, 400 Second Street, P.O. Box 217, Webster City, Iowa 50595 to the attention of Dedra Nerland, Public Works Management Assistant.

2023 Demolition Project# 9-23-013, Webster City, Iowa

Time and Place Sealed Proposals Will be Opened and Considered. Sealed bids for the work comprising of asbestos abatement and complete demolition of each of the listed parcels will be opened and considered at 9:05 A.M. on June 8, 2023, in the office of the Owner, City Hall, City of Webster City, 400 Second Street, Webster City, Iowa 50595.

General Nature of Public Improvement.

The Contractor agrees to furnish all tools, equipment, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of the City of Webster City, Iowa, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Parts 61 and 763, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Contractor certifies that it is an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses.* **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.**

The contractor shall include all materials, equipment, and labor needed for the demolition of the project and final ground work consisting of backfilling and seeding of the project described below, including all associated appurtenances together with related subsidiary and description of work in their bid proposal.

Project information:

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

- 1033 THIRD ST, Webster City, Iowa, and further known as: MILL LOT ADD E 50' OF W 150.75' LT 4 & S 8' VAC CLARK ST ADJ ON N
- 1112 THIRD ST, Webster City, Iowa, and further known as: WILLSON FUNK & CO LT 4 BLK 10
- 1417 THIRD ST, Webster City, Iowa, and further known as: LAWN HILL ADD LT 8 OL B
- 403 BROADWAY ST, Webster City, Iowa, and further known as: WILLSON FUNK & CO N 84' LTS 1 & 2 BLK 18
- 714 PARK AVE. Webster City, Iowa, and further known as: PARK ADD LT 13 BLK 3

Permit requirements: Utility Disconnection Permit & Debris Disposal Permit, and Excavation Permit will be required before Contractor is granted a Notice to Proceed. The permits can be acquired at the Webster City Inspection Department or on the permit portal on the City of Webster City website at www.webstercity.com.

City Inspection office: (515) 832-9139

Scope of Contract will include: Removal of existing dwelling and garage including complete removal of basement walls and foundations, and all other existing structural items on the property except the existing sidewalk. The hole shall be filled to one (1) foot above the average grade with clean, black dirt, then seeded with SUDAS Type 1

Permanent Lawn Mixture. It will be the contractor's responsibility to coordinate the disconnection of utilities by contacting the Webster City Right of Way Inspector and Street Department Supervisor.

Disconnection of existing water service must be completed by State of Iowa Licensed Plumber at the defined locations below and shall be inspected by the City Inspector upon completion of disconnection:

- 714 Park Ave will be disconnected and capped at the Main Service Line. This service line is located in the road requiring approximately an 8ft X 10ft X 8 inches cut and must be replaced with concrete grade C-4WR-C20. The pouring shall be inspected by the City Right of Way Inspector, this will be the responsibility of the contractor to coordinate.
- 1033 Third St will be disconnected and capped at the Curb Box.
- 1417 Third St will be disconnected and capped at the Curb Box.
- 403 Broadway St will be disconnected and capped at the Curb Box.

Disconnection of existing Sewer Service will be capped with Furnco Cap or plugged with concrete. It will be the contractor's responsibility to contact the Right of Way Inspector and the Street Department Supervisor to coordinate the disconnection of sewer service.

If the defined scope of work requires any street closures, it will be the contractor's responsibility to coordinate with the City of Webster City Right of Way Inspector and the closure must follow all MUTCD traffic control guidelines.

Pre-construction Meeting

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

Subcontractors:

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this demolition project 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 the 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.

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.
 - i. 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.

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

Final Completion: No later than October 2, 2023. A final inspection is required and will be the contractor's responsibility to coordinate this with the City of Webster City Building Inspector.

Bidder accepts the provisions of the Agreement as to Liquidated Damages of \$250.00 per calendar day thereafter in the event of failure to complete the Work within the Contract Time(s).

Upon award, contractor enters an agreement of a 1 year from completion date workmanship warranty.

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

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

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

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

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

The City reserves the right to reject any and/or all bids, request rebids, to waive any and/or all technicalities and/or all irregularities and/or reduce the scope of the work.

By _____

John Hawkins (Mayor)

Date _____

ATTEST: _____

Karyl K Bonjour (City Clerk)

Proposal Form for 2023 Demolition Project # 9-23-013

Bid price must reflect “complete property demolition, including All ACM (Asbestos Containing Materials) as identified in “EXHIBIT A”

1033 Third Street

\$ _____

1112 Third Street

\$ _____

1417 Third Street

\$ _____

403 Broadway Street

\$ _____

714 Park Avenue

\$ _____

Sealed Bids are Due by 9AM on Thursday, June 8th, 2023

**To the attention of Dedra Nerland, Public Works Management Assistant at the
Municipal Building at 400 Second Street, P.O. Box 217, Webster City, IA 50595**

Company Name: _____

Submittal By: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

CONTRACT

This CONTRACT, made and entered into at Webster City City Hall this ____ day of _____, 2023, by and between the City of Webster City, Iowa by its City Manager, 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 completed in accordance with City of Webster City Municipal Code, IA DNR Requirements, 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.

The Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Complete property demolition including all ACM as identified in Exhibit A which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders for the following described demolition:

2023 Demolition Project # 9-23-013, Webster City, Iowa

The 2023 Demolition Project # 9-23-013, Webster City, Iowa includes the complete demolition including all ACM and final ground work consisting of backfilling and seeding at five locations generally described as:

- 1033 THIRD ST, Webster City, Iowa, and further known as: MILL LOT ADD E 50' OF W 150.75' LT 4 & S 8' VAC CLARK ST ADJ ON N
- 1112 THIRD ST, Webster City, Iowa, and further known as: WILLSON FUNK & CO LT 4 BLK 10
- 1417 THIRD ST, Webster City, Iowa, and further known as: LAWN HILL ADD LT 8 OL B
- 403 BROADWAY ST, Webster City, Iowa, and further known as: WILLSON FUNK & CO N 84' LTS 1 & 2 BLK 18
- 714 PARK AVE. Webster City, Iowa, and further known as: PARK ADD LT 13 BLK 3

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 payment.

The Contractor shall fully complete the project by October 2, 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

City Manager

Webster City Iowa
City State

Attest:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

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

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Mayor to Execute and Sign a Professional Services Agreement with Veenstra & Kimm Inc. (V&K), West Des Moines, IA for On-Call Plan Review Services for Residential, Commercial and Industrial Projects within the City limits.

SUMMARY: The City is seeking authorization for the Mayor to Execute and Sign an agreement with Veenstra & Kimm Inc. (V&K), West Des Moines, IA for plan review services for residential, commercial and industrial projects within the City limits. V&K offers engineering and consulting services and would act as a mentor/tutor to the City's building inspector in the interim, while he progresses towards certifications.

PREVIOUS COUNCIL ACTION: No previous council action has been taken on this item.

BACKGROUND/DISCUSSION: The City hired a new building inspector in March 2023. He is new to the building inspection industry and organization. Our building inspector is actively working towards obtaining certifications. V&K is an engineering and consulting firm that provides plan review services for residential, commercial and industrial projects. The City is seeking authorization for the Mayor to Execute and Sign an agreement with V&K for plan review services, while also acting as a mentor/tutor to our new building inspector in the interim. This will help ensure that any projects in the City limits are following all building codes and will also support the growth and knowledge of our building inspector to receive hands on mentorship. This would be a temporary, as needed service and can be cancelled at any time with a 14-day written notice. This agreement has been reviewed by the City Attorney.

FINANCIAL IMPLICATIONS: The cost to have this service performed is \$101/hr. plus the IRS mileage rate which is currently .65 per mile. These costs would be absorbed by the inspection department budget.

RECOMMENDATION: Staff recommends City Council to authorize the Mayor to execute and sign an interim agreement with V&K for plan review services for residential, commercial and industrial projects within the City limits.

RESOLUTION NO.2023–xxx

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND SIGN THE AGREEMENT FROM VEENSTRA & KIMM INC. (V&K) FOR INTERIM PLAN REVIEW OF RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROJECTS WITHIN CITY LIMITS.

WHEREAS, The City of Webster City has a new building inspector who is new to the industry and organization; and

WHEREAS, The City completes plan reviews for residential, commercial and industrial projects within City limits; and

WHEREAS, V&K is an engineering and consulting firm who offers plan review services for residential, commercial and industrial projects; and

WHEREAS, the City wishes to sign an agreement with V&K in the interim to conduct plan review for residential, commercial and industrial projects within City limits to ensure projects are compliant with building code and aid in the growth and knowledge of our newly hired building inspector; and

WHEREAS, the city wishes to sign the agreement with V&K based on the scope of work and prices noted in the attached as Exhibit “A”; and

WHEREAS, The City Council authorizes the Mayor to execute and sign the agreement with V&K to conduct plan review of projects within City limits; and

WHEREAS, said agreement will be effective at the time of signing and effective until a 14-day written notice is given; 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 execute and sign the agreement with V&K for the plan review services for residential, commercial and industrial projects within City limits.

Passed and adopted this 15th of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

“EXHIBIT A”

AGREEMENT

Building Department Services Agreement

BUILDING INSPECTION

Wester City, Iowa

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between the **CITY OF WEBSTER CITY, IOWA**, a municipal corporation, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Building Official/Engineer**.

WITNESSETH: THAT WHEREAS, the City has enacted by ordinance certain codes for building standards for construction within the City, and

WHEREAS, the Code of Ordinances provides for the appointment of a building official responsible for the enforcement of the building, plumbing, mechanical, fire and dangerous/existing building code. The city has contracted (V&K) to provide plan review services for residential and commercial projects within the city limits.

WHEREAS, the Mayor and City Council desire to appoint and confirm the appointment of the Engineer as the building plans examiner for various residential, commercial and industrial structures.

NOW, THEREFORE, the parties agree that the retention of the Building Official/Engineer as plans examiner shall be subject to the following terms and conditions, to wit:

- 1. SCOPE OF SERVICES.** The Engineer agrees to provide those services necessary to comply with the requirements of the building code ordinance and zoning ordinance. With said services including but not necessarily limited to the following:
 - a. Provide (as needed) inspections of new construction, remodeling, renovation, and other associated services for residential, commercial and industrial structures in accordance with the Code of Ordinances of the City of Webster City.
 - b. Review applications & plans for the city to issue permits for some various types of residential, commercial and industrial building construction, and renovation including plumbing and mechanical permits where required.

- c. Perform required plan checks and site plan reviews in accordance with applicable standards as requested by the City.

2. PLAN REVIEW AND CHECKING. In accordance with the provisions of the building codes, a plan review and plan check fee will be required for residential & commercial projects. A plan review fee will be 65% of the building permit fee (retained by V&K) will be assessed to all projects. Depending upon the scope of the project, most commercial plan reviews will be reviewed within 10 working days. Residential projects will be reviewed and returned in 5 working days. In order to provide this, the contractor must provide all the required submittals with the permit application. A proven process has been established and attached to this document.

3. INDEMNIFICATION AND INSURANCE. The Building Official/Engineers shall and hereby agrees to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Building Official/Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.

The Building Official/Engineers shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 each aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice.

The Building Official/Engineers shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail.

The Building Official/Engineers shall and hereby agrees to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for all personal injury and death to any and all of the Building Official/Engineers' agents, servants and employees occurring under the Workers Compensation Act of the State of Iowa, and shall provide evidence that such insurance is carried in the statutory limits. The Building Official/Engineers shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of the Workers Compensation law.

The Building Official/Engineers shall provide evidence of errors and omissions insurance by insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional errors and omissions of the Building Official/Engineers. The evidence shall also state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail.

- 4. COMPENSATION.** The City shall compensate the Building Official/Engineers a lump sum amount for each building inspection activity (consultations & inspections). The current Building Inspector II = \$101.00/hr rate will be assessed plus current IRS mileage rate (.65 per mile.) Billing rates and IRS mileage rates are subject to change. A detailed spreadsheet itemizing all activity will be sent out monthly along with the invoice. This shall be separate from the plan check fee outlined in Paragraph 2 above.
- 5. PAYMENT.** The City shall make payment to the Building Official/Engineer fees due for building inspection and plan check within thirty (30) days after the receipt of the fee from the applicant.
- 6. TERMINATION.** This Agreement may be terminated by either party upon fourteen (14) days written notice.
- 7. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.
- 8. BUILDING OFFICIAL/ENGINEERS EXPENSES.** Building Official/Engineers shall be responsible for any and all expenses incurred while performing said services under this Agreement. This includes, but is not limited to, automobile and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to

employees or contract personnel of Building Official/Engineers.

9. BUILDING OFFICIAL/ENGINEERS VEHICLE AND EQUIPMENT. Building Official/Engineers shall furnish all vehicles, equipment, tools, and materials they may need to provide the services required by this Agreement.

10. INDEPENDENT CONTRACTOR STATUS. Building Official/Engineers is an independent contractor, and neither Building Official/Engineers nor Building Official/Engineers' employees or contract personnel are, or shall be deemed, City's employees, now or into the future.

11. LICENSES. Building Official/Engineers and any of Building Official/Engineers' employees shall at all times maintain all required professional and personal licenses, comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services provided under this Agreement.

12. STATE AND FEDERAL TAXES. City will not (1) withhold FICA (Social Security and Medicare taxes) from Building Official/Engineers' compensation payments or make FICA payments on Building Official/Engineers' behalf, (2) make state or federal unemployment compensation contributions on Building Official/Engineers' behalf, (3) withhold state or federal income tax from Building Official/Engineers' payments. Building Official/Engineers shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment taxes. In requested, Building Official/Engineers shall provide City with proof that such payments have been made.

13. FRINGE BENEFITS. Neither Building Official/Engineers nor Building Official/Engineers' employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefits provided by City.

14. UNEMPLOYMENT AND/OR WORKERS' COMPENSATION. As a result of Building Official/Engineers being an independent contractor, Building Official/Engineers shall not be entitled to any state or federal unemployment compensation benefits in connection with services performed under this Agreement. Additionally, City shall not obtain workers' compensation insurance on behalf of Building Official/Engineers or Building Official/Engineers' employees.

15. ENTIRE AGREEMENT. This Agreement contains the complete Agreement

between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither has made any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that they have relied on their own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either to the other prior to the date of executing this Agreement are of no effect and that neither has relied on such representations in connection with their dealings with the other.

16. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

17. EFFECT OF PARTIAL INVALIDITY. The validity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the holding of the invalid provision.

18. GOVERNING LAW. This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.

19. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

20. SECTION HEADINGS. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aide in the interpretation of the provisions of this Agreement.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF WEBSTER CITY, IOWA

ATTEST: _____

By _____
Mayor Clerk

VEENSTRA & KIMM, INC.

By Jason VanAusdall **DATE:** _____, 2023.



MEMORANDUM

TO: Mayor and City Council

FROM: Adam Dickinson, Line Department Supervisor
Daniel Ortiz, City Manager

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Line Department Supervisor to Purchase Two (2) Traffic Signal Sensor Replacements from Traffic and Transportation Products, Limited in an amount not to Exceed \$40,000

SUMMARY: The Line Department Supervisor is requesting permission to purchase materials from Traffic and Transportation Products, Limited (TATPL) to replace the current traffic signal sensors on Superior Street at two separate intersections located at Ohio Street and the other at Bank Street.

PREVIOUS COUNCIL ACTION: This replacement project is currently budgeted in the FY24 for \$40,000. With the current supply chain issues, we will not receive these until sometime after July 1, 2023.

BACKGROUND/DISCUSSION: The need for this project has escalated due to continued problems with the sensors located in the travel portion of the street. The current traffic signals were installed in 1991 and have lived their useful life. The two (2) signal intersections needing attention are located on Superior Street at Bank and Ohio Streets. These signals continue to malfunction and create issues. This project would eliminate the need for sensors being placed in the travel portions of the pavement. In the past two months alone, Line Department has been called out three times beyond normal working hours.

Traffic and Transportation Products, Limited (TATPL) quoted each detection camera at \$18,850, bringing the total for both to \$37,700. The budget has allocated \$40,000 for this project and the amount falls within budget. Because of the specialized nature of the product, city staff is recommending pursuing the purchase from Traffic and Transportation Products, Limited.

FINANCIAL IMPLICATIONS: The detection cameras were quoted by Traffic and Transportation Products, Limited (TATPL) at \$18,850 each, costing the City \$37,700 to improve 2 highly traveled intersections. This installation of this project would be completed by City staff.

RECOMMENDATION: Adopt a Resolution authorizing the Line Department Supervisor to purchase two (2) Miovision Video Detection Systems to be installed along Superior Street at the intersections of Bank and Ohio Streets.

RESOLUTION NO. 2023-

**RESOLUTION AUTHORIZING THE LINE DEPARTMENT SUPERVISOR TO PURCHASE
TWO (2) TRAFFIC SIGNAL SENSOR REPLACEMENTS FROM
TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED IN AN AMOUNT NOT TO EXCEED \$40,000**

WHEREAS, the City of Webster City has budgeted two (2) replacement traffic signals for FY24; and

WHEREAS, along Superior Street there are two (2) separate controlled intersections, Bank Street and Ohio Street experiencing frequent malfunctions; and

WHEREAS, supply chain shortages are causing excessive lead times; and

WHEREAS, the current traffic control sensors were installed in 1991; and

WHEREAS, Traffic and Transportation Products, Limited (TATPL) has been a resource for the City since 2010; and

WHEREAS, the traffic signal industry is constantly producing more energy-efficient and durable equipment, better communications, and more sophisticated detection and monitoring capabilities; and

WHEREAS, City staff will complete the installation

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

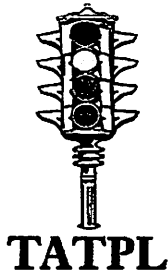
SECTION 1: Authorizes the Line Department Supervisor to Purchase two (2) Traffic Signal Sensor Replacements from Traffic and Transportation Products, Limited in an amount not to Exceed \$40,000.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

PAGE 1 OF 1

DATE: APRIL 3, 2023

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: CITY OF WEBSTER CITY
ATTN: RYAN ORTON
WEBSTER CITY LIGHT PLANT
400 SUPERIOR STREET
WEBSTER CITY IA 50595

SUBJECT:
QUOTATION.
MIOVISION VIDEO DETECTION SYSTEM.
WEBSTER CITY, IOWA.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
1.	2	LUMP SUM VIDEO DETECTION UPGRADE, PRICING INCLUDES ANY CABINET MODIFICATIONS, CAMERA MOUNTING HARDWARE AND ETHERNET WIRE, BUT DOES NOT INCLUDE INSTALLATION OF SINGLE 360 CAMERA ON POLE OR PULLING OF ETHERNET CABLE FROM CABINET TO POLE LOCATION. (STOPOBAR ONLY DETECTION) (Superior St & Bank St and Superior St & Ohio St)	\$18,850.00	\$37,700.00

(PLEASE READ ALL NOTES CAREFULLY.)

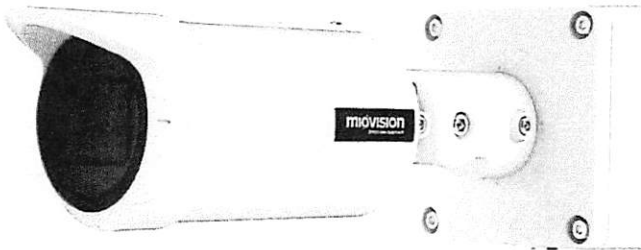
NOTES:

1. DELIVERY IS 30 TO 60 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 60 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.
5. PROPOSED CAMERA SYSTEM ALLOWS EITHER THE MANUFACTURER OR TATPL TO LOG IN TO SYSTEM THROUGH A CELLULAR INTERFACE TO SETUP OR CONFIGURE SYSTEM.
6. CITY WILL BE REQUIRED TO PULL NETWORK CABLE FROM TRAFFIC CABINET TO TRAFFIC POLE/UP TO CAMERA, MOUNT CAMERA WITH SUPPLIED TUBE AND CLAMP KITS AND TRAFFIC CONTROL IF NECESSARY. TATPL WILL INSTALL CABINET EQUIPMENT AND CONFIGURE SYSTEM.
7. ABOVE UNIT PRICING IS PER INTERSECTION.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*
JAMES R. CONNER

Miovision SmartView Approach Hardware Specifications



The Miovision SmartView Approach[®] is a full HD bullet camera that can expand the use of your Miovision Detection solution to detect vehicles as they approach intersections from up to 200 – 500 feet (61 – 152 meters).

Configure multiple detection zones with single or multilane detection over four lanes and build responsive control schemes and measure free-flow traffic to understand how effectively you are servicing demand.

Device weight (not including cables)

Miovision [®] SmartView Approach	1.9 lbs (0.862 kg) when using attachment plate 2.87 lbs (1.3 kg) when using base bracket
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Power

Power source and power consumption	PoE (IEEE802.3af compliant) Device : DC48 V 220 mA, Approx. 10.6 W (Class O device)
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General

Safety	UL (UL62368-1), c-UL (CSA C22.2 No.62368-1), CE, IEC62368-1
EMC	FCC (Part15 ClassA), ICES-0 03 ClassA, EN55032 ClassB, EN55035
Power Source and Power Consumption	PoE (IEEE802.3af compliant) Device: DC48 V 220 mA, Approx. 10.6W (Class O device)
Ambient Operating Temperature	29°F to 165°F (-34°C to 74°C)
Ambient Operating Humidity	5 to 100 % (no condensation)
Water and Dust Resistance	Temish element + heater + moisture absorption gel
Shock Resistance	IK10 (IEC 62262)
Dimensions	5.25 inches (W) x 5.25 inches (H) x 15.09 inches (D) (133 mm (W) x 133 mm (H) x 383 mm (D))
Mass (approx.)	Approx 5.3 lbs (2.4 kg)
Finish	Main body: Aluminum die cast and resin, white Outer fixing screws: Stainless steel (Corrosion-resistant treatment) Front panel: Polycarbonate resin, clear

Camera

Image Sensor	Approx. 1/2.8 type CMOS image sensor
Minimum Illumination	Color: 0.011 lx (30IRE, F1.7, 1/30s) Color: 0.015 lx (50IRE, F1.7, 1/30s)
White Balance	ATW1 / ATW2 / AWC
Shutter Speed	60 fps Mode - 1/60 Fix to 1/10000 Fix 30 fps/15 fps mode - 1/30 Fix to 1/10000 Fix 50 fps Mode - 1/50 Fix to 1/10000 Fix 25 fps/12.5 fps mode - 1/25 Fix to 1/10000 Fix
Dynamic Range	Max. 144 dB
Focus Adjustment	Autofocus

Lens

Optical Zoom	2.3x (Motorized zoom / motorized focus)
Focal length	0.34 inches - 0.81 inches (9 - 21 mm)
Angular Field of View	16 : 9 mode - Horizontal: 15° (TELE) - 36° (WIDE), Vertical: 9° (TELE) - 20° (WIDE) 4 : 3 mode - Horizontal: 11° (TELE) - 27° (WIDE), Vertical: 9° (TELE) - 20° (WIDE)
Maximum Aperture Ratio	1: 1.7 (WIDE) - 1: 3.0 (TELE)
Focus Range	78.75 inches (2 m) - ∞

Adjustments

Mounting	Horizontal: ±100° (TILT rotation part)* Vertical: ±100° (TILT rotation part)* Yaw: -190° to +100° (YAW rotation part) * You can change between horizontal and vertical angels by adjusting the PAN rotation part
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MEMORANDUM

TO: Mayor and City Council

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

DATE: May 15, 2023

RE: Final Acceptance and Payout of 2021 HMA Street Improvement Project

SUMMARY: The 2021 HMA Street Improvement project is complete and ready for close out. Project acceptance and final payment authorization from the City Council is needed to close out the project.

PREVIOUS COUNCIL ACTION: The Council approved award of contract to Heartland Asphalt, Inc. for the 2021 HMA Street Improvement Project on August 2, 2021 in an amount of \$882,202.83.

BACKGROUND/DISCUSSION: The City entered into an agreement with Heartland Asphalt, Inc. on August 2, 2021 to perform work associated with:

- Betsy Lane Road Rehabilitation and new Water Main from Beach Street to Sunset Drive
- Seneca Street from Pleasant Street to Bank Street
- Parking Lot Reconstruction at 718 1st Street also known as the "Freeman Journal Parking Lot" and 400 block of 1st Street also known as the "City Hall Parking Lot"

Change Order No. 1 is necessary for quantity adjustments and reduces the original contract price by \$5,248.38, bringing the total contract price to \$876,954.45. Staff is recommending Change Order No. 1 be approved as part of the closeout process.

The engineer for this project was Snyder & Associates. They have indicated the project is ready for closeout and amount due upon approval of closeout to the contractor is \$1,643.31 and \$43,847.72 due thirty days after approval. Staff has verified all punch list items have been completed.

FINANCIAL IMPLICATIONS: Funding for this project was from LOSST and general obligation bonds.

RECOMMENDATION: Staff recommends the City Council accept and authorize final payment to Heartland Asphalt, Inc. and authorize the Assistant City Manager to sign and execute Change Order No. 1.

RESOLUTION NO. 2023 – xxx

RESOLUTION ACCEPTING THE 2021 HMA STREET IMPROVEMENT PROJECT AND AUTHORIZING FINAL PAYOUT TO HEARTLAND ASPHALT, INC.

WHEREAS, on August 2, 2021 the City of Webster City did enter into a contract with Heartland Asphalt to complete the 2021 HMA Street Improvement Project; and

WHEREAS, contract Change Order No. 1 is the closing change order to adjust quantities for the completion of the project; and

WHEREAS, by virtue of such changes in the Contract, the following revisions were made in the Contract price:

Original Contract Price:	\$882,202.83
Change Order No. 1	(-\$5,248.38)
Revised Contract Price	\$876,954.45

WHEREAS, the City of Webster City has a final payment of \$1,643.31 due to Heartland Asphalt, Inc. and retainage of \$43,847.72 due thirty days after acceptance.

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

SECTION 1: Authorizes final payment of \$1,643.31 and retainage in the amount of \$43,847.72 in thirty days to Heartland Asphalt, Inc. and accepts the work performed under the 2021 HMA Street Improvement project.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

May 5, 2023

Mrs. Biridiana Bishop
City of Webster City
400 Second Street P.O. Box 217
Webster City, Iowa 50595

RE: 2021 HMA STREET IMPROVEMENT PROJECT
PARTIAL PAYMENT APPLICATION NO. 6 (FINAL)
S&A PROJECT NO. 121.0372.01

Dear Mrs. Bishop:

Partial Payment Application No. 6 (FINAL) is for final payment on the project with release of retainage 30 days after acceptance by the City. Also included is Change Order No. 1 and a Certificate of Completion.

The final punch list items were completed on March 28, 2023 with 10 of 12 chimney seals installed. Two chimney seals were attempted to be installed but removed as one brick manhole was not round and the second was too small. Removed seals were delivered to the City for their use. The City Hall Parking Lot HMA surface was reviewed with no irregularities noted. Also, the City Hall manhole adjustment was reconstructed April 28, 2023.

Change Order No. 1 adjusts all quantities to the final as constructed quantities. Please note under Section 2. Reason for Change, items are detailed. Other than simple over/underruns in construction quantities all changes were reviewed with City staff.

We recommend approval of Change Order No. 1 in the negative amount of -\$5,248.38 and Partial Payment Application No.6 (Final) in the amount of \$1,643.31 to Heartland Asphalt, Inc., and release of retainage in the amount of \$43,847.72 thirty (30) days after council approval.

Once approved, please send one copy of the change order and pay application to the contractor and one copy to my attention at Snyder & Associates. If you have any questions or comments, please feel free to contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Paul Jacobson, P.E.

Enclosures

cc: Dedra Nerland, City of Webster City
Chris Jessen, Heartland Asphalt, Inc
John Haldeman, Snyder & Associates
Derrick Drube, City of Webster City

CHANGE ORDER NO. 1

OWNER: City of Webster City

PROJECT: 2021 HMA Street Improvement Project
S&A PROJECT #: 121.0372.01

To: Heartland Asphalt, Inc.
Contractor
2601 S. Federal Ave.
Address
Mason City, Iowa 50401
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

Adjust bid quantities to final measured construction pay quantities at contract bid prices

2. Reason for Change:

- 2.1, Clearing and Grubbing: Additional on Seneca at Boone intersection and removed all trees along east side of Freeman Journal per City
2.2, Topsoil, Off-site, 6" Depth: Additional behind added curb on Seneca and east side of Freeman to flatten
2.5, Surface Preparation/6" Subgrade Preparation: Additional under curb not replaced on Freeman and parking and drive beside City Hall was added
7.1, Curb and Gutter, 2.5' Width, 6" Thickness; 7.2, Curb and Gutter, 2.5' Width, 8" Thickness, Doweled; & 7.19, Curb and Gutter Removal: Added poor sections on Betsy and Seneca, did not replace curb along alley on Freeman, replaced curb from Water to Dubuque on Seneca
7.3, Special Vally Gutter, 6" Thickness: Was not utilized with curb replacement along alley at Freeman
7.7, HMA Fabric Interlayer, Self-Adhesive, 18" Wide: Only longitudinal joint was a centerline joint
7.16, Milling 3": Added on Seneca at Webster and southbound at Walnut
8.2, Painted Pavement Markings, Waterbourne; & 8.3, Painted Symbols and Legends: Adjusted at Freeman w/o curb at alley and revised parking at City Hall
7.13A, Driveway Removal & 7.14A, Driveway Pavement, 7" PCC: Was omitted from project at City's request

All other items were adjusted to reflect as-built quantities in the field

3. Settlement for the cost of making the change shall be as follows:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS							
		DIV 1 QTY.	DIV 2 QTY.	DIV 3 QTY.	DIV 4 QTY.	TOTAL QTY.	UNIT	UNIT COST	COST TOTAL
		Betsy Lane	Seneca	Freeman	City Hall				
2.1	Clearing and Grubbing		0.2	1.1		1.30	LS	\$ 1,500.00	\$ 1,950.00
2.2	Topsoil, Off-site, 6" Depth		12.3	15.5		27.80	CY	\$ 54.00	\$ 1,501.20
2.4	Below Grade Core Out	-26	-100	24	1.7	-100.30	CY	\$ 31.05	\$ (3,114.31)
2.5	Surface Preparation/6" Subgrade Preparation			38	381.5	419.50	SY	\$ 1.26	\$ 528.57
4.2	Storm Sewer, Trenched, 15" RCP, 2000D	4.5				4.50	LF	\$ 195.00	\$ 877.50
6.3	Manhole or Intake Adjustment, Minor	1	1			2.00	EA	\$ 1,400.00	\$ 2,800.00
6.4	Manhole Adjustment, Major		-2			-2.00	EA	\$ 2,600.00	\$ (5,200.00)
7.1	Curb and Gutter, 2.5' Width, 6" Thickness	28	170	-94.4		103.60	LF	\$ 24.00	\$ 2,486.40
7.2	Curb and Gutter, 2.5' Width, 8" Thickness, Doweled		132			132.00	LF	\$ 28.50	\$ 3,762.00
7.3	Special Vally Gutter, 6" Thickness			-51		-51.00	LF	\$ 75.00	\$ (3,825.00)
7.6	HMA Paving or Overlay, 1/2", ST, PG 58-28S	0.72	23.01	-35.9	-4.33	-16.50	TON	\$ 93.35	\$ (1,540.27)
7.7	HMA Fabric Interlayer, Self-Adhesive, 18" Wide		-792.5			-792.50	SF	\$ 2.85	\$ (2,258.62)
7.8	Driveway Removal	16.3	12.7		-40.8	-11.80	SY	\$ 5.00	\$ (59.00)
7.10	Sidewalk, 4"	-11.1	7.6			-3.50	SY	\$ 63.00	\$ (220.50)
7.11	Sidewalk, 6"	-2.6	-3		-8.7	-14.30	SY	\$ 72.00	\$ (1,029.60)
7.13	Driveway Pavement, 6" PCC	16.3	6.7		7.6	30.60	SY	\$ 59.00	\$ 1,805.40
7.14	Driveway Pavement, 7" PCC		6		-0.4	5.60	SY	\$ 63.50	\$ 355.60
7.16	Milling 3"		155			155.00	SY	\$ 2.45	\$ 379.75
7.19	Curb and Gutter Removal	28	202			230.00	LF	\$ 9.00	\$ 2,070.00
8.2	Painted Pavement Markings, Waterbourne			0.81	-3.07	-2.26	STA	\$ 100.00	\$ (226.00)
8.3	Painted Symbols and Legends				-1	-1.00	EA	\$ 40.00	\$ (40.00)
9.1	Conventional Seeding, Type 1, Fertilizing and BFM Mulching	-0.1	-0.08	-0.03		-0.21	AC	\$ 4,000.00	\$ (840.00)
7.13A	Driveway Removal				-79	-79.00	SY	\$ 5.00	\$ (395.00)
7.14A	Driveway Pavement, 7" PCC				-79	-79.00	SY	\$ 63.50	\$ (5,016.50)
TOTAL CHANGE ORDER NO. 1 = \$ (5,248.38)									

4. This change order will result in a net change in the contract completion time of days and a net change in the cost of the project of -\$5248.38 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$ 882,202.83	
Change due to this C.O. (+ or -)	\$ (5,248.38)	
Totals including this C.O.:	\$ 876,954.45	

The change described herein is understood, and the terms of settlement are hereby agreed to:

Heartland Asphalt, Inc.
CONTRACTOR
By Chris Jessen
Snyder & Associates, Inc.
ENGINEER
By Paul A. Jacobson
City of Webster City
OWNER

DATE: 3/29/23

DATE: 4/5/2023

By _____ DATE: _____

APPLICATION FOR PARTIAL PAYMENT NO. 6 (FINAL)

PROJECT: 2021 HMA Street Improvement Project

S&A PROJECT NO.: 121.0372.01

OWNER: City of Webster City
CONTRACTOR: Heartland Asphalt, Inc.
ADDRESS: 2601 S. Federal Ave.
Mason City, Iowa 50401
DATE: 3/29/2023

PAYMENT PERIOD: 8/27/2022
to 3/29/2023

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 882,202.83
Net Change by Change Order: \$ (5,248.38)
Contract Amount to Date: \$ 876,954.45

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: August 2, 2021

Original Contract Time: 70

2. WORK SUMMARY:

Total Work Performed to Date: \$ 876,954.45
Retainage: 5% \$43,847.72
Total Earned Less Retainage: \$ 833,106.73
Less Previous Applications for Payment: \$ 831,463.42
AMOUNT DUE THIS APPLICATION: \$1,643.31

Added by Change Order: 0

Contract Time to Date: 70

Time Used to Date: 70

Contract Time Remaining: 0

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Heartland Asphalt, Inc.

CONTRACTOR

By: Chris Jessen DATE: 4/5/23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By: Paul D. Jacobson DATE: 4/5/2023

5. OWNER'S APPROVAL

OWNER

By: _____ DATE: _____

ITEM NO.	DESCRIPTION	CONTRACT ITEMS PLAN							COMPLETED WORK TO DATE							
		DIV 1 QTY.	DIV 2 QTY.	DIV 3 QTY.	DIV 4 QTY.	TOTAL QTY.	UNIT	UNIT COST	COST TOTAL	DIV 1 QTY.	DIV 2 QTY.	DIV 3 QTY.	DIV 4 QTY.	TOTAL QTY. TO DATE	CO #	COST TOTAL
		Betsy Lane	Seneca	Freeman	City Hall					Betsy Lane	Seneca	Freeman	City Hall			
EARTHWORK																
2.1	Clearing and Grubbing	0.5		0.5		1	LS	\$ 1,500.00	\$ 1,500.00	0.50	0.20	1.60		2.30	1	\$ 3,450.00
2.2	Topsoil, Off-site, 6" Depth	200	20			220	CY	\$ 54.00	\$ 11,880.00	200.00	32.30	15.50		247.80	1	\$ 13,381.20
2.3	Excavation, Class 10	200	20			220	CY	\$ 8.75	\$ 1,925.00	200.00	20.00			220.00		\$ 1,925.00
2.4	Below Grade Core Out	50	100	80	65	295	CY	\$ 31.05	\$ 9,159.75	24.00		104.00	66.70	194.70	1	\$ 6,045.44
2.5	Surface Preparation/6" Subgrade Preparation	3225	1180	2282	1961	8648	SY	\$ 1.26	\$ 10,896.48	3,225.00	1,180.00	2,320.00	2,342.50	9067.50	1	\$ 11,425.05
TRENCH CONSTRUCTION																
3.1	Trench Compaction	1				1	LS	\$ 1,500.00	\$ 1,500.00	1.00				1.00		\$ 1,500.00
SEWERS AND DRAINS																
4.1	Sanitary Sewer Service Relocation	6				6	EA	\$ 2,440.00	\$ 14,640.00	6.00				6.00		\$ 14,640.00
4.2	Storm Sewer, Trenched, 15" RCP, 2000D	25				25	LF	\$ 195.00	\$ 4,875.00	29.50				29.50	1	\$ 5,752.50
WATER MAINS AND APPURTENANCES																
5.1	Water Main, Trenched, C900, 8 In. Dia.	1166				1166	LF	\$ 47.00	\$ 54,802.00	1,166.00				1166.00		\$ 54,802.00
5.2	Water Service Stub, Polyethylene, 1", Short Side	17				17	EA	\$ 1,120.00	\$ 19,040.00	17.00				17.00		\$ 19,040.00
5.3	Water Service Stub, Long Side, Reconnect	16				16	EA	\$ 1,400.00	\$ 22,400.00	16.00				16.00		\$ 22,400.00
5.4	Water Service Curb Stop and Box	17				17	EA	\$ 440.00	\$ 7,480.00	17.00				17.00		\$ 7,480.00
5.5	Water Main, 6", Removal	55				55	LF	\$ 12.00	\$ 660.00	55.00				55.00		\$ 660.00
5.6	Water Main, Plug Tee	1				1	EA	\$ 450.00	\$ 450.00	1.00				1.00		\$ 450.00
5.7	Water Main, 6", Filling, Plugging and Abandonment	1100				1100	LF	\$ 8.00	\$ 8,800.00	1,100.00				1100.00		\$ 8,800.00
5.8	Valve, Gate, 8"	4				4	EA	\$ 2,600.00	\$ 10,400.00	4.00				4.00		\$ 10,400.00
5.9	Valve, Tapping with Sleeve, 8"	1				1	EA	\$ 4,720.00	\$ 4,720.00	1.00				1.00		\$ 4,720.00
5.10	Fire Hydrant Assembly	4				4	EA	\$ 5,850.00	\$ 23,400.00	4.00				4.00		\$ 23,400.00
5.11	Fire Hydrant Assembly Removal	2				2	EA	\$ 2,500.00	\$ 5,000.00	2.00				2.00		\$ 5,000.00
STRUCTURES FOR SANITARY AND STORM																
6.1	Intake, SW-501		10			10	EA	\$ 3,200.00	\$ 32,000.00		10.00			10.00		\$ 32,000.00
6.2	Intake, SW-505	2				2	EA	\$ 4,200.00	\$ 8,400.00	2.00				2.00		\$ 8,400.00
6.3	Manhole or Intake Adjustment, Minor	5	12		1	18	EA	\$ 1,400.00	\$ 25,200.00	6.00	13.00		1.00	20.00	1	\$ 28,000.00
6.4	Manhole Adjustment, Major		2			2	EA	\$ 2,600.00	\$ 5,200.00					0.00	1	\$ -
6.5	Connection to Existing Manhole or Intake	2				2	EA	\$ 400.00	\$ 800.00	2.00				2.00		\$ 800.00
6.6	Remove Intake		10			10	EA	\$ 400.00								

CERTIFICATE OF COMPLETION

2021 HMA STREET IMPROVEMENT PROJECT

Webster City, Iowa

May 15, 2023

We hereby declare that we have made an on-site review of the completed construction of the *2021 HMA Street Improvement Project* as performed by Heartland Asphalt, Inc.

As Engineers for the project, it is our opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is **\$876,954.45**. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P.E.

Civil Engineer

Snyder & Associates, Inc.

Iowa License Number P15808

MEMORANDUM

TO: City Manager and City Council

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

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Amendment NO. 20A with Snyder and Associates to Provide Professional Services for the On-Call Priority Sanitary Sewer Rehabilitation.

SUMMARY: Through yearly cleaning and televising of our sanitary sewer collections system staff is able to view roughly 40,000 lineal feet of sanitary sewer main each year. Once staff collects all the data from the video footage (via offsets, voids, and crumbling clay pipe) we prioritize the severity of the failing pipe and repair the worst first. Snyder and Associates will provide a preliminary and final design plan, plan preparation, contract documents, bid assistance services, and construction services for the Sanitary Sewer Rehabilitation Project. Because of the total cost for the construction project, engineering services are required.

PREVIOUS COUNCIL ACTION: The Council approved an agreement with Snyder & Associates to provide On-Call Paving Specialist Services on February 6, 2017. 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. On August 1, 2022 the Council approved Amendment No. 20 with Snyder & Associates to provide professional services needed to assist with the CDBG grant related to this project.

BACKGROUND/DISCUSSION: As part of the plan to address aging sanitary sewer infrastructure, staff has been performing Cured-In-Place-Pipe (CIPP) lining projects in conjunction with various road improvement projects. In an effort to maximize and speed up extending the useful life of the current sewer collection system, staff would like to pursue a sewer repair and CIPP lining project that would cover a larger portion of the community. Staff previously applied for a Community Development Block Grant to maximize dollars budgeted for this work; however, we were unsuccessful in obtaining the grant.

The Sanitary Sewer collections system is a complex system made up of 240,000 feet of clay and plastic pipe that transfers sewage from homes, businesses, and industries to the waste water treatment plant where it is cleaned and returned back to the environment. The majority of the sanitary sewer collections system runs east and west using gravity flow to end up at the waste water plant. Years ago, sanitary sewer mains were installed using 8-inch clay tile that were installed in three to six feet sections. Over time these clay tiles can shift vertically or horizontally causing an offset or sag in the sewer main leading to system backup. Another issue that is commonly found throughout the collection system is mainline cracking and voids. Voids in the collections system occur when a clay sewer main becomes cracked and eventually breaks off into the main allowing soil to fall into the collection system and create system backup. Lastly, we need to maintain and proactively keep our sanitary sewer manholes structurally sound and free of INI. Many manholes throughout Webster City were installed using bricks and eventually concrete blocks. These manholes overtime have lost all their grout leading to ground water leaching into the manhole causing issues at the waste water plant. CIPP lining or manhole rehab is faster, cheaper, and less impactful on traffic then replacing the entire structure and installing new. It is important that we continue to stay ahead of these issues and repair and maintain our sewer

collections system through spot repairs or CIPP lining before backups occur in our residents' homes, businesses, and industries.

The project will include four (4) spot repair locations, eight (8) slip line repair locations, and ten (10) manholes to be slip lined as identified below:

Spot Repair/New Sewer Main:

1. Maple Ave J13-05 to J13-10
2. East Second St J13-45 to J13-95
3. Rodlyn Rd G17-25 to G17-20
4. Walnut St G14-215 to G14-210

Location	CIPP Lining of Sanitary Sewer Main	CIPP Lining of Sanitary Manhole
1. Superior St near Pleasant St	MHI16-80 to MHI16-85	MHI16-80 & MHI16-85
2. Bell Ave to /High St	MHJ14-30 to MHJ14-25	MHJ14-30
3. Crestview Dr near Rodlyn Rd	MHH18-100 to MHH18-95	MHH18-95
4. Ohio St near Des Moines St	MHH16-115 to MHH16-120	MNH16-115 & MHH16-120
5. Kamen Dr south of Fair Meadow Dr	MHG18-45 to MHG18-50	--
6. Locust St east of College St	MHF16-10 to MHF16-15	MHF16-15
7. Maple Ave near Willow St	MHJ13-20 to MHJ13-25	MHJ13-20 & MHJ13-25
8. Walnut St near Willson Ave	MHH15-25 to MHH15-30	MHH15-30

Bid Alternative #1

Kathy Lane – G15-140 to G15-145

Sanitary Sewer Spot Repair

CIPP lining of the lower half or MHG15-140 and MHG15-145

Bid Alternative #2

Kathy Lane – G15-145 to G15-150

Sanitary Sewer Spot Repair

CIPP lining of lower half of MHG15-145 and MHG15-150

The timeline for this project is noted below:

City Council Approves Contract Amendment	May 15, 2023
Snyder Completes Design and Plans	June 9, 2023
Meeting with Staff to Review Plans	June 29, 2023
City Council sets Letting and Hearing Dates	July 17, 2023
Bid Letting	August 8, 2023
City Council Awards Contract	August 21, 2023
Complete Project	Winter 2023 or Spring 2024

FINANCIAL IMPLICATIONS: This will be absorbed through the 2022-2023 Sanitary Sewer Capital Improvement Project. Amendment NO. 20A will cost the city \$99,500, bringing the total contract amount for engineering services to \$116,000. Staff budgeted \$650,000 for the entire project including engineering. This leaves \$534,000 to complete the work being bid. The monies will be carried over into FY 23-24.

RECOMMENDATION: Staff recommends the City Council adopt the resolution authorizing the mayor to sign and execute amendment No. 20A with Snyder and Associates to provide professional services for the On-Call Priority Sanitary Sewer Rehabilitation.

RESOLUTION NO. 2023 - ____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AMENDMENT NO. 20A
WITH SNYDER AND ASSOCIATES, INC. FOR SANITARY SEWER REHABILITATION**

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

WHEREAS, on August 1, 2022 the City of Webster City did approve Amendment No. 20 with Snyder and Associates, Inc., Ankeny, Iowa for professional services needed to complete sanitary sewer rehabilitation; and

WHEREAS, the City of Webster City has established a priority to replace and maintain all Sanitary Sewer mainline infrastructure and approved Sanitary Sewer Rehabilitation as part of the Capital Improvement Plan for fiscal year 22-23; and

WHEREAS, the City of Webster City seeks to utilize professional services from Snyder and Associates, Inc; and

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

WHEREAS, said professional services shall be governed by and construed in accordance with the law 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 20A with Snyder and Associates to complete the Sanitary Sewer Rehabilitation Project.

Passed and approved this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 20A TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL PRIORITY SANITARY SEWER REHABILITATION

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 Priority Sanitary Sewer Rehabilitation, 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: May 15, 2023

SNYDER & ASSOCIATES, INC.

Mark A. Land, PE, CFM, Vice President

EXHIBIT “A” SCOPE OF WORK

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

I. GENERAL

This Scope of Services is for the preliminary and final design, plan preparation, contract documents, bid assistance services, and construction services for the 2023 Sanitary Sewer Rehabilitation Project. The locations were determined by information from the City, conditions of the existing storm or sanitary pipe, and the City’s budget amount. The project will include twelve (12) locations with three (3) alternate locations briefly described below:

MAPLE AVENUE - J13-05 (DEAD END) TO J13-10: Sanitary sewer replacement from MH J13-10 to J13-05 (Dead End) and CIPP lining of MH J13-05 on Maple Avenue near the dead end. Includes patching back with PCC pavement.

E SECOND STREET - J13-45 TO J13-95: Sanitary sewer spot repair near MH J13-95 and CIPP lining of sanitary sewer mains from MH J13-45 to MH J13-95 on East Second Street. Includes site restoration.

RODLYN ROAD - G17-25 TO G17-20: Sanitary sewer spot repair and CIPP lining of sanitary sewer mains from MH G17-25 to MH G17-20 on Rodlyn Road near North Terrace Drive. Includes patching back with PCC pavement.

WALNUT STREET - G14-215 TO G14-210: Sanitary sewer spot repair, CIPP lining of sanitary sewer mains from MH G14-215 to MH G14-210, and CIPP lining of MH G14-215 and MH G14-210 on Walnut Street near Grove Street. Includes patching back with PCC pavement.

CIPP lining of the sanitary sewer and/or manholes will be performed at the following locations.

Location	CIPP Lining of Sanitary Sewer Main	CIPP Lining of Sanitary Manhole(s)
Superior St near Pleasant St	MH I16-80 to MH I16-85	MH I16-80 and MH I16-85
Bell Ave to High St	MH J14-30 to MH J14-25	MH J14-30
Crestview Dr near Rodlyn Rd	MH H18-100 to MH H18-95	MH H18-95
Ohio St near Des Moines St	MH H16-115 to MH H16-120	MH H16-115 and MH H16-120
Kamen Dr south of Fairmeadow Dr	MH G18-45 to MH G18-50	--
Locust St east of College St	MH F16-10 to MH F16-15	MH F16-15
Maple Ave near Willow St	MH J13-20 to MH J13-25	MH J13-20 and MH J13-25
Walnut St near Willson Ave	MH H15-25 to MH H15-30	MH H15-30

Bid Alternate #1

KATHY LANE - G15-140 TO G15-145: Sanitary sewer spot repair and CIPP lining of the lower half of MH G15-140 and MH G15-145 on Kathy Lane. Includes patching back with PCC pavement.

KATHY LANE - G15-145 TO G15-150: Sanitary sewer spot repair and CIPP lining of the lower half of MH G15-145 and MH G15-150 on Kathy Lane near Sunset Drive. Includes patching back with PCC pavement.

BID Alternate #2

MACKINLEY KANTOR DRIVE - MH E12-15 TO MH E12-10: Sanitary sewer spot repair, CIPP lining of sanitary sewer from MH E12-15 to MH E12-10, and CIPP lining of the lower half of MH E12-10 on MacKinley Kantor Drive near Industrial Park Road. Includes patching back with granular surfacing.

The Professional will prepare staging plans to maintain traffic at applicable locations to be determined by the City, limit lane closure, and reduce inconveniences for the public. Spot repairs will require full closures and detour. The Professional will make field measurements for plan preparation. The scope of the Project will be adjusted to meet the City's available budget and prioritization. This includes any field revisions that may be necessary based on pre-construction cleaning and televising of each line. The Professional and the City will coordinate the scope of work and repair locations for inclusion in the construction drawings.

II. BASIC SERVICES

A. PROJECT DEVELOPMENT

The Professional reviewed video recordings of each location and prepared recommendations and a cost opinion. A meeting was held with the representatives of the City to establish lines of communication regarding elements of the scope and schedule, set design parameters for the Project and review recommendations and cost opinion. Additional meetings may be held for the purpose of reviewing design and reviewing budget considerations as the Project progresses.

B. PROJECT MANAGEMENT

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

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

C. DESIGN, PLANS, AND CONTRACT DOCUMENTS

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

The Professional will prepare plans for bidding in accordance with the City's process. Plan sets will include construction details, layout information, tabulations, and quantities. Production will

include submittal of final plans, and contract documents for review and approval. All plans will be created on bond paper, with an 11" x 17" size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

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

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

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

1. Sanitary sewer spot repairs and CIPP lining
2. Proposed demolition and removals plan
3. Traffic Control Plan for each site
4. Project quantities for bidding
5. Generation for Check Plans for review by the City
6. Generation of final construction plans based on City input
7. Generate Project Contract Documents
8. Cost Estimate

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

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

1. During the construction phases, the Professional shall specify the testing of materials and administrative procedures as per the City's requirements and as directed by the Professional.
2. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the contractor and City, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
3. Site Observation – The Professional shall visit the construction site, at such times and with such frequency deemed necessary to (a) observe the progress and (b) determine if the results of the construction work substantially conform to the drawings and specifications in the Construction Documents.
4. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Nonconformance - The Professional shall notify the City of any known work which does not conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.

6. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
7. Change Orders - The Professional shall prepare change orders for approval of the City.
8. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
9. During the Construction Services Phase, the Project Manager shall confer with the City to report Project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
10. If the Contractor exceeds the estimated working days in completing construction of the Project for any of the Project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and amended by the parties to this Agreement.
11. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Professional. Final acceptance of the Project by the City shall not be deemed to release the contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

B. CONSTRUCTION OBSERVATION

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

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

IV. ADDITIONAL SERVICES:

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

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

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

Responsible persons assigned to this project shall be:

City – Biridiana Bishop

Professional – Toni Tabbert, John Haldeman

EXHIBIT “B” COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate a Summer 2023 bid letting.

The anticipated preliminary project schedule is as follows:

<u>Task</u>	<u>Completion Date</u>
City Council Approve Contract	May 15, 2023
Complete Design and Plans	June 9, 2023
Meeting with City to Review Plans	June 29, 2023
City Council set Letting and Hearing Dates	July 17, 2023
Bid Letting	August 8, 2023
City Council Review Bids Received / Contract Award	August 21, 2023
Preconstruction Meeting	Summer/Fall 2023
Start Construction	Summer/Fall 2023
End Construction	Winter 2023/Spring 2024

NOTE: In order to receive the best possible competitive bid on this project, a completion date for the overall project is anticipated to be Friday, May 31, 2024. This will allow flexibility for the contractor to complete this project that best fits their schedule for the upcoming construction season. It is anticipated that the project will be suspended over winter 2023/2024 for sites that require PCC or HMA patches.

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

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

EXHIBIT “C” PAYMENT

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2023 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 20A to the Agreement for Professional Services.

AMENDMENT NO. 20:

PRELIMINARY SERVICES

Preliminary Engineering Report	\$16,500
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AMENDMENT NO. 20A:

BASIC SERVICES

Project Development	\$18,000
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Project Management	\$7,000
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Design, Plans and Contract Documents	\$40,000
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Bid Letting Services	<u>\$4,500</u>
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SUB TOTAL	\$69,500
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CONSTRUCTION SERVICES

Construction Administration	\$15,000
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Construction Observation	<u>\$15,000</u>
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SUB TOTAL	\$30,000
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Amendment No. 20 Total	\$16,500
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Amendment No. 20A Total	<u>\$99,500</u>
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Total	<u>\$116,000</u>
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EXHIBIT “D”



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	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced



MEMORANDUM

TO: Mayor and City Council

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

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign Task Order No. 5, No. 6 and No.7 with DGR Engineering, Inc. for Professional Engineering Services

SUMMARY: DGR Engineering is performing a load flow analysis of the City's electric distribution system in efforts to assist the City in developing a capital improvement plan that identifies proper maintenance and rehabilitation needed of the system. Staff would like to move forward with some of the projects identified in the electric system study.

PREVIOUS COUNCIL ACTION: The Council approved an agreement with DGR Engineering, Inc. on June 2, 2020 for professional engineering services.

BACKGROUND/DISCUSSION: On March 20, 2023, DGR Engineering, Inc. reviewed the Electric System Study and Rate Analysis with the City Council. The Electric System Study identified capital improvement projects and studies that need to be completed over the next five years. DGR Engineering would like to proceed with work associated with the Phase 1 of the 69kV Transmission Improvements project, Phase 1 of Distribution Improvements Project, and the Electric System Coordination Study. Because of the technical nature and costs associated with each project, engineering services are required.

<u>CIP Component</u>	<u>Estimated Cost</u>
Phase 1 (2022-2025)	
New Industrial Park Substation	\$ 5,008,300
New 69 kV Transmission Lines	586,200
New Industrial Park Substation Feeders	771,500
Bowman Substation Battery Bank Replacement	39,400
Decommission, Demo the Passwaters Substation	100,000
2.4 kV to 13.2 kV Conversion – Sweazey Substation Feeder 3	369,900
Add Switches, Capacitors, and Voltage Regulators to 13.2 kV	170,700
1-Phase Overhead Tie Line – Sweazey Substation Feeder 4	132,500
Coordination Study	19,700
Arc Flash Study Update	38,000
Total – Phase 1:	\$ 7,236,200

Task Order No. 5 – Phase 1 69kV Transmission Improvements includes full services for the relocation of approximately 0.37 miles of existing 69 kV transmission line to accommodate grading operations for the new Wastewater Treatment Facility project. In the future, an amendment to Task Order No. 5 will be necessary to complete the construction of approximately 1.17 miles of new “looped” 69kV transmission service to the new Reisner Substation and a rebuild of approximately 6.35 miles of existing 69 kV transmission line between the Sweazey Substation and Webster City Junction (Corn-Belt tie-in point). The preliminary engineering, design, construction administration and bidding work associated with the relocation of .37 miles of existing 69 kV transmission line shall not exceed \$93,200.

Task Order No. 6 – Phase 1 Distribution Improvements includes preliminary design only for the construction of four new 13.2 kV underground distribution feeder circuits out of the proposed Reisner Substation to tie into the existing distribution system, the conversion of 2.4 kV overhead on Sweazey Substation Feeder 3 to 13.2 kV underground, the addition of switches, capacitors, and voltage regulators to identified points on the 13.2 kV distribution system and the construction of a 1-phase overhead tie line on the rural area of Sweazey Substation Feeder 4. The preliminary engineering services associated with these projects shall not exceed \$25,000.

Task Order No. 7 – Electric System Coordination Study will study and cover all three substations and the electric distribution system. The coordination study will review all protective equipment to ensure that they all operate as intended and that miscoordination is minimized. Upon completion of the study, DGR will issue a report with their findings. The cost to complete the study shall not exceed \$19,700.

Staff is requesting the Council authorize the Mayor to sign the three task orders to continue moving needed projects forward.

FINANCIAL IMPLICATIONS: Task Order No. 5 – No. 7 shall not exceed \$137,900 collectively for the scope of work outlined above. The costs associated with the services will be paid for from the Electric Fund. These projects have been built into the FY 24 budget.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign Task Orders No. 5, No. 6 and No. 7 with DGR Engineering, Inc. for professional engineering services.

RESOLUTION NO. 2023 – xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN TASK ORDER NO. 5, NO. 6 and NO. 7
WITH DGR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, the City of Webster City seeks to address aging infrastructure to ensure long term sustainability of utility services to residents; and

WHEREAS, the City of Webster City has a professional services agreement with DGR Engineering for electrical engineering services; and

WHEREAS, DGR Engineering, Inc. is assisting the City with planning for the future and sustainability of the existing electric utility infrastructure; and

WHEREAS, the City of Webster City will utilize the services of its consulting engineer, DGR Engineering, Inc., 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 task orders No. 5, No. 6 and No. 7 with DGR Engineering, Inc. for professional engineering services.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Task Orders No. 5, No. 6 and No. 7

**EXHIBIT A
TASK ORDER**

Task Order No. 5

Effective Date: May 15, 2023

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: **Webster City Municipal Utilities – Webster City, Iowa** (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on **2nd** day of **June, 2020**.

TASK ORDER PROJECT NAME: Phase 1 69 kV Transmission Improvements

TASK ORDER PROJECT DESCRIPTION: In October 2022, a System Study & Capital Improvements Plan (CIP) was developed for the Municipal Electric System. The project for which the following Scope of Services is developed is for the “Phase 1” transmission improvements work described in the CIP.

Additionally, work includes relocation and rebuild of other transmission lines not included in CIP. The proposed 69 kV Transmission work includes the following three (3) projects:

1. **Project 1A:** Relocation of ~0.37 miles of existing 69 kV transmission line to allow for grading operations for the new Wastewater Treatment Facility.
2. **Project 1B:** Construction of ~1.17 miles of new, “looped” 69 kV transmission service to the new Reisner Substation
3. **Project 1C:** Rebuild of ~6.35 miles of existing 69 kV transmission line between the Sweazey Substation and Webster City Junction (Corn Belt tie-in point).

CONSULTANT CONTACT PERSON: Andy Koob, P.E., Project Manager

CLIENT CONTACT PERSON: Adam Dickinson, Electric Utility Supervisor

SCOPE OF WORK: Following is a detailed scope of services that we will perform as part of this Task Order:

Hourly Portion:

Preliminary Design Phase:

1. Make a visual observation of the line route(s). Identify areas of concern regarding residences, buildings, grain bins, existing utilities, environmental or historical/cultural matters, and accessibility.

2. Make a preliminary assessment of the available ROW for the line, to determine if public lands are available for the line, or if private easements will be necessary.
3. Develop construction cost estimates for the potential line route(s).
4. Evaluate the new line to be constructed, including its route, and develop a preliminary plan to construct the line.
5. Develop a preliminary project schedule for material procurement, bidding, construction, and energization.
6. Compile the above preliminary design information into correspondence for review by the Client and meet with Client to review. Proceed to the final design, bidding, and construction phases after review of any comments from Client.

Ground Survey (Project 1A Only):

1. Perform route survey work to 1) determine the road right-of-way; 2) identify section and quarter corners; and 3) record data necessary for accommodation of utilities.
2. Obtain topography data that will aid in developing a terrain model of the ground profile. Include items such as fence heights, building heights, and trees, where applicable.
3. Identify foreign utility information and conflict using Iowa One-Call, and determine the appropriate means to accommodate.

Permitting, Regulatory, & Right-of-Way:

**** To be added later by Amendment upon completion of the Preliminary Design Phase**

Coordination with Third parties:

1. Coordinate with NIMECA and Corn Belt on 69 kV transmission related issues.
2. Coordinate with the Client's Wastewater Treatment Facility engineer regarding the timing of the projects and potential locations for the new 69 kV transmission lines.

Construction Administration Phase (Project 1A Only):

1. Organize and attend a preconstruction conference.
2. Review shop drawings.
3. Assist in construction administration and scheduling.
4. Respond to construction questions as needed.
5. Process progress payments and prepare change orders (if required).

6. Make periodic site visits to observe construction.

Construction Staking (Project 1A Only):

1. Stake and mark pole and anchor locations.

Final Phase (Project 1A Only):

1. Conduct project walk-throughs and develop a “punch-list”.
2. Develop close-out documents for signatures.
3. Produce record drawings based on field-provided red-lines.

Lump Sum Portion:

Final Design Phase (Project 1A Only):

1. Design the new 69 kV transmission lines, including calculations on poles, equipment, and conductors.
2. Coordinate design issues with the Client and Others.
3. Coordinate accommodation of existing utilities with the respective utility.
4. For the 69 kV work, prepare plan and profile drawings in PLS-CADD format, using publicly available aerial imagery and terrain data obtained as part of the surveying task. This task includes structure plotting and location verification.
5. Provide drawings, plans, sketches, descriptions, and documents necessary to describe the intended construction.
6. Develop specifications, bidding, and contract documents to allow receiving of bids for the following contract:
 - a. Project 1A: Relocation of ~0.37 miles of 69 kV transmission line.

**** Additional Final Design Phase items for Projects 1B & 1C to be added later by Amendment upon completion of the Preliminary Design Phase**

Bidding Phase (Project 1A Only):

1. Provide bidding documents to interested bidders and respond to bidder questions.
2. Assist in receiving bids, attend bid opening, analyze bids, develop spreadsheets detailing bid results, and make a recommendation on the award of the contract.

** Additional Bidding Phase items for Projects 1B & 1C to be added later by Amendment upon completion of the Preliminary Design Phase

FEE ARRANGEMENT: We propose the following fee arrangement for the identified work:

Segment – Projects 1A, 1B, & 1C	Fee Amount	Fee Type
Preliminary Design Phase	\$ 25,000	Hourly-Estimate
Coordination with Third Parties	<u>\$ 7,500</u>	Hourly-Estimate
Subtotal – Hourly-Estimate Portion	\$ 32,500	

Segment – Project 1A***	Fee Amount	Fee Type
Ground Survey	\$ 8,500	Hourly-Estimate
Permitting, Regulatory, & Right-of-Way	**	Hourly-Estimate
Construction Administration Phase	\$ 13,500	Hourly-Estimate
Construction Staking	\$ 3,500	Hourly-Estimate
Final Phase	<u>\$ 2,500</u>	Hourly-Estimate
Subtotal – Hourly-Estimate Portion	\$ 28,000	

Segment – Project 1A***	Fee Amount	Fee Type
Final Design Phase	\$ 26,200	Lump Sum
Bidding Phase	<u>\$ 6,500</u>	Lump Sum
Subtotal – Lump Sum Portion	\$ 32,700	

Total	\$ 93,200	
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** To be added later by Amendment upon completion of the Preliminary Design Phase

*** Fees for Projects 1B & 1C to be added later by Amendment upon completion of the Preliminary Design Phase

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs. No billings above the lump sum figure will be made.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule then in effect at the time the work is performed. A copy of the current 2023 Hourly Fee Schedule A is attached as Exhibit B. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); subsistence costs if overnight stays are required (food and lodging); and Engineer’s consultant charges (if any).

SPECIAL TERMS AND CONDITIONS:

1. Standard EJCDC (Engineers Joint Contract Documents Committee) contract documents shall be used for the construction bidding packages.
2. Publicly available georeferenced imagery with 1m resolution may be available for use at no cost and used as a background on the plan view. If it is not available, this task will be omitted.
3. The following items are not included:
 - a. Soils exploration and geotechnical testing.
 - b. Resident construction observation.
4. R-O-W and easement acquisition will be organized and completed by the Client.

Webster City Municipal Utilities
Webster City, Iowa

(Client)

By: _____

Print: _____

Title: _____
(Authorized signature and Title)

Address: 400 Second Street

City: Webster City, IA 50595

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)

By: 

Print: Curt D. Dieren

Title: Vice President
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: 5-9-2023

EXHIBIT B

DGR ENGINEERING

JANUARY 2023

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$110	\$65	\$60
02	\$120	\$70	\$64
03	\$124	\$75	\$68
04	\$130	\$80	\$72
05	\$140	\$86	\$77
06	\$154	\$92	\$82
07	\$166	\$98	\$88
08	\$178	\$104	\$94
09	\$192	\$110	\$100
10	\$206	\$116	\$106
11	\$220	\$122	\$112
12	\$234	\$128	\$130
13	\$248	\$135	\$148
14	\$255	\$145	\$182
15	\$262	\$156	\$240

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

**EXHIBIT A
TASK ORDER**

Task Order No. 6

Effective Date: May 15, 2023

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: **Webster City Municipal Utilities – Webster City, Iowa** (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on **2nd** day of **June, 2020**.

TASK ORDER PROJECT NAME: Phase 1 Distribution Improvements

TASK ORDER PROJECT DESCRIPTION: In October 2022, a System Study & Capital Improvements Plan (CIP) was developed for the Municipal Electric System. The project for which the following Scope of Services is developed is for the “Phase 1” distribution improvements work described in the CIP.

The proposed improvements are as follows:

1. Construct four (4) new 13.2 kV underground distribution feeder circuits out of the proposed Reisner Substation to tie into the existing distribution system.
2. Convert the 2.4 kV overhead on Sweazey Substation Feeder 3 to 13.2 kV underground.
3. Add switches, capacitors, and voltage regulators to identified points on the 13.2 kV distribution system.
4. Construct a 1-phase overhead tie line on the rural area of Sweazey Substation Feeder 4.

CONSULTANT CONTACT PERSON: Andy Koob, P.E., Project Manager

CLIENT CONTACT PERSON: Adam Dickinson, Electric Utility Supervisor

SCOPE OF WORK: Following is a detailed scope of services that we will perform as part of this Task Order:

Hourly Portion:

Preliminary Design Phase:

1. Meet with Client staff to review the improvements to be made to the Client’s distribution system as identified in the CIP.

2. Conduct fieldwork to ascertain the required facilities necessary to develop the circuitry, including development of a work scope definition by all parties.
3. Prepare a preliminary layout of the new underground primary electric utility, including proposed connections and switching locations for tying the new underground distribution system to the existing system.
4. Size equipment and identify installation locations for the switches, capacitors, and voltage regulators.
5. Prepare an updated detailed cost estimate for the project.
6. Develop a project schedule for permitting, material procurement, bidding, construction, and energization.
7. Compile the above preliminary design information into correspondence for review by the Client. Proceed to the final design, bidding, and construction phases after review of any comments from Client.

Permitting Phase:

** To be added later by Amendment upon completion of the Preliminary Design Phase

Construction Administration Phase:

** To be added later by Amendment upon completion of the Preliminary Design Phase

Final Phase:

** To be added later by Amendment upon completion of the Preliminary Design Phase

Lump Sum Portion:

Final Design Phase:

** To be added later by Amendment upon completion of the Preliminary Design Phase

Bidding Phase:

** To be added later by Amendment upon completion of the Preliminary Design Phase

FEE ARRANGEMENT: We propose the following fee arrangement for the identified work:

Segment	Fee Amount	Fee Type
Preliminary Design Phase	\$ 25,000	Hourly-Estimate
Permitting Phase	**	Hourly-Estimate
Construction Administration Phase	**	Hourly-Estimate
Final Phase	**	Hourly-Estimate
Subtotal – Hourly-Estimate Portion	\$ 25,000	
Final Design Phase	**	Lump Sum
Bidding Phase	**	Lump Sum
Subtotal – Lump Sum Portion	**	
Total	\$ 25,000	

** To be added later by Amendment upon completion of the Preliminary Design Phase

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs. No billings above the lump sum figure will be made.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule then in effect at the time the work is performed. A copy of the current 2023 Hourly Fee Schedule A is attached as Exhibit B. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); subsistence costs if overnight stays are required (food and lodging); and Engineer’s consultant charges (if any).

SPECIAL TERMS AND CONDITIONS:

** To be added later by mutually approved Amendment upon completion of the Preliminary Design Phase.

Webster City Municipal Utilities
Webster City, Iowa

(Client)

By: _____

Print: _____

Title: _____
(Authorized signature and Title)

Address: 400 Second Street

City: Webster City, IA 50595

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)

By: 

Print: Curt D. Dieren

Title: Vice President
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: 5-9-2023

EXHIBIT B

DGR ENGINEERING

JANUARY 2023

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$110	\$65	\$60
02	\$120	\$70	\$64
03	\$124	\$75	\$68
04	\$130	\$80	\$72
05	\$140	\$86	\$77
06	\$154	\$92	\$82
07	\$166	\$98	\$88
08	\$178	\$104	\$94
09	\$192	\$110	\$100
10	\$206	\$116	\$106
11	\$220	\$122	\$112
12	\$234	\$128	\$130
13	\$248	\$135	\$148
14	\$255	\$145	\$182
15	\$262	\$156	\$240

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

**EXHIBIT A
TASK ORDER**

Task Order No. 7

Effective Date: May 15, 2023

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DGR Engineering (Consultant) agrees to provide to: **Webster City Municipal Utilities – Webster City, Iowa** (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on 2nd day of **June, 2020**.

TASK ORDER PROJECT NAME: Electric System Coordination Study

TASK ORDER PROJECT DESCRIPTION: In October 2022, a System Study & Capital Improvements Plan (CIP) was developed for the Municipal Electric System. The project for which the following Scope of Services is developed is for the electric system coordination study included as part of the “Phase 1” miscellaneous system improvements described in the CIP.

CONSULTANT CONTACT PERSON: Andy Koob, P.E., Project Manager

CLIENT CONTACT PERSON: Adam Dickinson, Electric Utility Supervisor

SCOPE OF WORK: Following is a detailed scope of services that we will perform as part of this Task Order:

Coordination Study:

1. Visit each substation to obtain relay settings.
2. Perform a coordination study of all protective equipment - including relays and fuses - to ensure that they operate as intended and that miscoordination is minimized. Facilities to be studied are as follows:
 - a. 69 kV Transmission System (Client owned transmission facilities only).
 - b. Sweazey Substation (excluding the JET turbine).
 - c. Bowman Substation.
 - d. Passwaters Substation.
 - e. 13.2 kV Primary Distribution System.
3. Propose changes to relay settings and fuses sizes if the analysis results show changes are needed.
4. Issue a report of the analysis for review by the Client.

FEE ARRANGEMENT: We propose the following fee arrangement for the identified work:

<u>Segment</u>	<u>Fee Amount</u>	<u>Fee Type</u>
Coordination Study	\$ 19,700	Lump Sum

All "Lump Sum" work is inclusive of personnel, subsistence, travel, computer, and other costs. No billings above the lump sum figure will be made.

SPECIAL TERMS AND CONDITIONS:

1. Existing fuse sizes will be provided by Client.
2. Protective device testing is not included.
3. If mutually agreeable after the study is completed, proposed relay settings changes (if any) can be implemented by Consultant. Effort and associated billing would be at Consultant's standard hourly rates in effect at the time the work is completed, plus reimbursable expenses.

Webster City Municipal Utilities
Webster City, Iowa

(Client)

By: _____

Print: _____

Title: _____
(Authorized signature and Title)

Address: 400 Second Street

City: Webster City, IA 50595

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)

By: Curt D. Dieren

Print: Curt D. Dieren

Title: Vice President
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: 5-9-2023



MEMORANDUM

TO: Mayor and City Council

FROM: Derrick Drube, Right of Way Inspector/Traffic Committee Secretary
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: May 15, 2023

RE: First Reading of an Ordinance Amending the Code of Ordinances of the City of Webster City, Chapter 46, Article II, Division 2, Sec. 46-49 to Sec. 46-53.

SUMMARY: In order for a failure to stop infraction to be enforced and upheld in the court system, the stop sign must be included in the City's ordinance. The City's Right of Way Inspector performed a stop sign inventory and cross referenced the City's code. It was identified that several stop signs needed to be included. Staff has updated the ordinance to reflect stop or yield locations in the community and is presenting the information to City Council for review and consideration of adoption.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND/DISCUSSION: City staff updated Sec. 46-49 to Sec. 46-53, due to the ability to enforce a stop sign infraction said sign must be mentioned in the Code of Ordinances. Staff took inventory on sign location and updated the locations in the Municipal Code.

During the inventory stage it was determined by city staff that approximately 143 existing stop signs were not included in the ordinance and need to be added. It was also identified that three locations were good candidates for new stop signs and the following are being recommended to be installed:

- Fourth Street. Vehicles traveling east on Fourth Street shall stop at White Fox Road.
- Walnut Street. Vehicles traveling west on Walnut Street shall stop at Lynx Avenue,
- Four way stop sign at Closz Drive and Millards Lane. This four-way stop was in preparation of heavy traffic during construction due to the projected location of the new Waste Water Treatment plant.

As part of the inventory findings, staff is also recommending a stop sign be removed on Aldrich Drive. Vehicles traveling south on Aldrich Drive Between Highway 20 and Closz Drive shall stop at Closz Drive, this was determined due to low volume traffic coming from the north at this intersection.

Sec. 46-50 was last updated in 2021, while the remaining said sections were last updated in 1996. The ordinance was presented to the traffic committee on May 8, 2023. They reviewed the request and recommend the City Council proceed with necessary steps to adopt the ordinance modifications being proposed. The Traffic Committee Meeting minutes were attached as part of Agenda Item #2 above for Council review and acceptance.

FINANCIAL IMPLICATIONS: The cost of six stop signs would come out of the 23-24 fiscal year general fund.

RECOMMENDATION: City staff and the traffic committee recommends City Council approve updated version of Webster City Municipal Code Chapter 46, Article II, Division 2, Sec. 46-49 to Sec. 46-53.

- CODE OF ORDINANCES
Chapter 46 - TRAFFIC AND VEHICLES
ARTICLE II. - TRAFFIC CONTROL DEVICES
DIVISION 2. STOP OR YIELD REQUIRED

DIVISION 2. STOP OR YIELD REQUIRED¹

Sec. 46-49. Stopping or yielding at through streets.

Every driver of a vehicle shall stop, unless a yield is permitted by this division, before entering an intersection with the following designated through streets:

- (1) Bank Street from Superior Street to ~~Park Street~~~~Bell Avenue.~~
- (2) ~~East Dubuque Street from Park Street to Bell Avenue~~
- (3) Bank Street from Superior Street to West Avenue, except the intersection at Broadway Street, Des Moines Street and Beach Street.
- (4) Beach Street from Second Street to south city limit.
- (5) Bell Avenue from Buxton Drive to High Street.
- (6) Broadway Street from Second Street to Ohio Street.
- (7) Buxton Drive from Bell Avenue to east city limit.
- (8) Des Moines Street from ~~Elm~~~~Bank~~ Street to Ohio Street.
- (9) Des Moines Street from north city limit to ~~Second~~~~Bank~~ Street.
- (10) Des Moines Street from Ohio Street to ~~Lewis~~~~Fairmeadow~~ Drive.
- (11) Division Street from Beach Street to Superior Street, except the intersection at Broadway Street and Des Moines Street.
- (12) First Street from Superior Street to Beach Street, except the intersection at Des Moines Street and Broadway Street.
- (13) High Street from Bell Avenue to Second Street.
- (14) James Street from the Union Pacific Railroad tracks to Overpass Drive.
- (15) Ohio Street from Des Moines Street to Beach Street.
- (16) Ohio Street from Superior Street to Des Moines Street.
- (17) ~~Second Street from west city limit to east city limit.~~
- (17) Stockdale Street from Prospect Street to the Union Pacific Railroad tracks.
- (18) Superior Street from Second Street to south city limit.
- (19) Walnut Street from Beach Street to Broadway Street.

Commented [DD1]: Change from Bell Avenue to Park Street
Road changes to East Dubuque Street after Park Street continuing to Bell Avenue

Commented [DD2]: Continued from (1)

Commented [DD3]: Vehicles must stop at Elm Street

Commented [DD4]: Vehicles must stop at Second Street

Commented [DD5]: Des Moines Street ends at Lewis Drive, Fairmeadow Drive is a through-intersection for vehicles on Des Moines Street.

Commented [DD6]: Is not a through street

Commented [DD7]: Eliminate, replace with (24, (25), (26)

¹State law reference(s)—Stop or yield at highways, Code of Iowa § 321.345; special stops, Code of Iowa §§ 321.347—321.349.

-
- (20) Walnut Street from Broadway Street to Des Moines Street.
 - (21) Walnut Street from Willson Avenue to Superior Street.
 - (22) Willson Avenue from Bank Street to Ohio Street.
 - (23) White Fox Road from Second Street to north city limit.
 - ~~(24) Second Street from east city limits to Willson Avenue.~~
 - (25) Second Street from Overpass Drive to Prospect Street.
 - (26) James Street from West City Limits to Overpass Drive.
 - (27) Des Moines Street from Second Street to Bank Street.

Commented [DD8]: Replaces (17)

Commented [DD9]: Addition to (9)

(Code 1996, § 65.01)

Sec. 46-50. Stop requirement at certain streets.

Every driver of a vehicle shall stop in accordance with the following:

- ~~(1) Aldrich Drive. Vehicles traveling south on Aldrich Drive between Highway 20 and Closz Drive shall stop at Closz Drive.~~
- ~~(1) Fourth Street. Vehicles traveling east on Fourth Street shall stop at White Fox Road.~~
- (2) Bank Street. Vehicles traveling on Bank Street shall stop at Broadway Street.
- (3) Beach Street. Vehicles traveling on Beach Street shall stop at Second Street.
- (4) Collins Street. Vehicles traveling on Collins Street shall stop at Lynx Avenue.
- (5) Commerce Drive. Vehicles traveling east on Commerce Drive shall stop at Millards Lane.
- (6) Commerce Drive. Vehicles traveling south on Commerce Drive shall stop at Closz Drive.
- (7) Division Street. Vehicles traveling on Division Street shall stop at Broadway Street.
- (8) Division Street. Vehicles traveling on Division Street shall stop at Des Moines Street.
- (9) Division Street. Vehicles traveling west on Division Street shall stop at West Avenue.
- (10) First Street. Vehicles traveling west on First Street shall stop at West Street.
- (11) First Street. Vehicles traveling on First Street shall stop at Broadway Street.
- (12) First Street. Vehicles traveling on First Street shall stop at Des Moines Street.
- (13) Grand Street. Vehicles traveling on Grand Street shall stop at Lynx Avenue.
- (14) Grove Street. Vehicles traveling on Grove Street shall stop at Boone Street.
- (15) Lisa Drive. Vehicles traveling on Lisa Drive shall stop at South Street.
- (16) Locust Street. Vehicles traveling on Locust Street shall stop at Lynx Avenue.

Commented [DD10]: Low traffic volume, sign missing

Commented [DD11]: Add stop sign, White Fox is a through street

(Supp. No. 11, Rev.)

Created: 2022-11-03 13:35:53 [EST]

-
- (17) Mary Lane. Vehicles traveling east on Mary Lane shall stop at Sunset Drive.
 - (18) Marvel Street. Vehicles traveling east on Marvel Street shall stop at Second Street.
 - (19) Second Street. Vehicles traveling east on Second Street shall stop at Overpass Drive.
 - (20) Seneca Street. Vehicles traveling on Seneca Street shall stop at Elm Street.
 - (21) Seneca Street. Vehicles traveling on Seneca Street shall stop at Third Street.
 - (22) Stockdale Street. Vehicles traveling east on Stockdale Street shall stop at Prospect Street.
 - (23) Third Street. Vehicles traveling on Third Street shall stop at Grove Street.
 - (24) Third Street. Vehicles traveling on Third Street shall stop at Superior Street.
 - (25) Third Street. Vehicles traveling west on Third Street shall stop at Des Moines Street.
 - (26) Third Street. Vehicles traveling east on Third Street shall stop at Broadway Street.
 - (27) Water Street. Vehicles traveling east on Water Street shall stop at Prospect Street.
 - (28) Fair Avenue. Vehicles traveling on Fair Avenue shall stop at First Street.
 - (29) Fair Avenue. Vehicles traveling on Fair Avenue shall stop at Division Street.
 - (30) Elm Street. Vehicles traveling on Elm Street shall stop at Lynx Avenue.
 - (31) Fairmeadow Drive. Vehicles traveling west on Fairmeadow Drive shall stop at Hospital Drive.
 - (32) Fairmeadow Drive. Vehicles traveling on Fairmeadow Drive shall stop at Beach Street.
 - (33) Webster Street. Vehicles traveling on Webster Street shall stop at Prospect Street.
 - (34) Prospect Street. Vehicles traveling on Prospect Street shall stop at Cedar Street.
 - (35) Boone Street. Vehicles traveling on Boone Street shall stop at Prospect Street.
 - ~~(36) Commerce Drive. Vehicles traveling on Commerce Drive shall stop at Closs Drive.~~
 - ~~(36) Walnut Street. Vehicles traveling west on Walnut shall stop at Lynx Avenue.~~
 - (37) North Terrace Drive. Vehicles traveling on North Terrace Drive shall stop at Fairmeadow Drive.
 - (38) Grove Street. Vehicles traveling on Grove Street shall stop at Elm Street.
 - (39) Hamilton Road. Vehicles traveling south on Hamilton Road shall stop at Buxton Drive.
 - (40) Cottage Road. Vehicles traveling south on Cottage Road shall stop at Buxton Drive.
 - (41) Richardson Drive. Vehicles traveling west on Richardson Drive shall stop at Bell Avenue.
 - (42) East Dubuque Street. Vehicles traveling east on East Dubuque Street shall stop at Bell Avenue.
 - (43) Creek Street. Vehicles traveling north on Creek Street shall stop at East Dubuque Street.
 - (44) Bluff Street. Vehicles traveling on Bluff Street shall stop at East Dubuque Street.
 - (45) Park Avenue. Vehicles traveling south on Park Avenue shall stop at East Dubuque Street.
 - (46) Park Street. Vehicles traveling north on Park Street shall stop at Bank Street.
 - (47) Columbia Street. Vehicles traveling east on Columbia Street shall stop at High Street.
 - (48) High Street. Vehicles traveling north on High Street shall stop at East Second Street.
 - (49) Maple Avenue. Vehicles traveling on Maple Avenue shall stop at East Second Street.

Commented [DD12]: Repeat from (6)

Commented [DD13]: Add stop sign due to school traffic

-
- (50) Oak Avenue. Vehicles traveling on Oak Avenue shall stop at East Second Street.
 - (51) Park Avenue. Vehicles traveling on Park Avenue shall stop at East Second Street.
 - (52) Willow Street. Vehicles traveling west on Willow Street shall stop at Maple Avenue.
 - (53) Oak Park Drive. Vehicles traveling west on Oak Park Drive shall stop at Des Moines Street.
 - (54) Hillcrest Drive. Vehicles traveling on Hillcrest Drive shall stop at Des Moines Street.
 - (55) Industrial Park Road. Vehicles traveling west on Industrial Park Road shall stop at Mackinlay Kantor Drive.
 - (56) Ivan Hargrave Drive. Vehicle traveling south on Ivan Hargrave Road shall stop at James Street.
 - (57) Mackinlay Kantor Drive. Vehicles traveling south on Mackinlay Kantor Drive shall stop at James Street.
 - (58) Second Street. Vehicles traveling north on Second Street shall stop at James Street.
 - (59) West Curve Drive. Vehicles traveling south on West Curve Drive shall stop at James Street.
 - (60) East Curve Drive. Vehicles traveling south on East Curve Drive shall stop at James Street.
 - (61) Wood Street. Vehicles traveling south on Wood Street shall stop at James Street.
 - (62) Funk Street. Vehicles traveling south on Funk Street shall stop at James Street.
 - (63) Grove Street. Vehicles traveling north on Grove Street shall stop at James Street.
 - (64) Broadway Street. Vehicles traveling on Broadway Street shall stop at James Street.
 - (65) Third Street. Vehicles traveling on Third Street shall stop at White Fox Road.
 - (66) William Street. Vehicles traveling on Williams Street shall stop at Union Pacific Railroad tracks.
 - (67) Odell Street. Vehicles traveling east on Odell Street shall stop at Des Moines Street.
 - (68) East Street. Vehicles traveling East on East Street shall stop at Des Moines Street.
 - (69) Closz Drive. Vehicles traveling on Closz Drive shall stop at Briggs Woods Road.
 - (70) Closz Drive. Vehicles traveling west on Closz Drive shall stop at Aldrich Drive.
 - (71) Millards Lane. Vehicles traveling south on Millards Lane shall stop at Briggs Woods Road.
 - (72) Virginia Parkway. Vehicles traveling east on Virginia Parkway shall stop at Briggs Woods Road.
 - (73) Edgewood Drive. Vehicles traveling west on Edgewood Drive shall stop at Superior Street.
 - (74) Red Bull Division Drive. Vehicles traveling west on Red Bull Division Drive shall stop at Superior Street
 - (75) Pleasant Street. Vehicles traveling east on Pleasant Street shall stop at Superior Street.
 - (76) Pleasant Street. Vehicles traveling west on Pleasant Street shall stop at Willson Avenue.
 - (77) Brewer Street. Vehicles traveling west on Brewer Street shall stop at Des Moines Street.
 - (78) White Post Drive. Vehicles traveling east on White Post Drive shall stop at Des Moines Street.
 - (79) Laura Lane. Vehicles traveling east on Laura Lane shall stop at Des Moines Street.
 - (80) Middle Street. Vehicles traveling west on Middle Street shall stop at Des Moines Street.
 - (81) Fair Meadow Drive. Vehicles traveling on Fairmeadow Drive shall stop a Des Moines Street.
 - (82) South Street. Vehicles traveling on South Street shall stop at Des Moines Street.

-
- (83) Sunset Drive. Vehicles traveling south on Sunset Drive shall stop at Ohio Street.
 - (84) River Street. Vehicles traveling on River Street shall stop at Bank Street.
 - (85) West Avenue. Vehicles traveling north on West Avenue shall stop at Second Street.
 - (86) Fair Avenue. Vehicles traveling on Fair Avenue shall stop at Second Street.
 - (87) Woolsey Avenue. Vehicles traveling on Woolsey Avenue shall stop at Second Street.
 - (88) Wood Street. Vehicles traveling on Wood Street shall stop at Second Street.
 - (89) Wall Street. Vehicles traveling east on Wall Street shall stop at Beach Street.
 - (90) Alan Avenue. Vehicles traveling north on Alan Avenue shall stop at Wall Street.
 - (91) Lynx Avenue. Vehicles traveling north on Lynx Avenue shall stop at Bank Street.
 - (92) Madsen Avenue. Vehicle traveling north on Madsen Avenue shall stop Bank Street.
 - (93) Woolsey Avenue. Vehicles traveling on Woolsey Avenue shall stop at Bank Street.
 - (94) Fair Avenue. Vehicles traveling south on Fair Avenue shall stop a Bank Street.
 - (95) Funk Street. Vehicles traveling on Funk Street shall stop at Second Street.
 - (96) Grove Street. Vehicles traveling on Gove Street shall stop at Second Street.
 - (97) First Street. Vehicles traveling on First Street shall stop at Beach Street.
 - (98) Division Street. Vehicles traveling on Division Street shall stop at Beach Street.
 - (99) Bank Street. Vehicles traveling on Bank Street shall stop at Beach Street.
 - (100) Water Street. Vehicles traveling west on Water Street shall stop at Beach Street.
 - (101) Elm Street. Vehicles traveling on Elm Street shall stop at Beach Street.
 - (102) Walnut Street. Vehicles traveling on Walnut Street shall stop at Beach Street.
 - (103) Meadow Lane. Vehicles traveling west on Meadow Lane shall stop at Beach Street.
 - (104) Grand Street. Vehicles traveling east on Grand Street shall stop at Beach Street.
 - (105) Nancy Lane. Vehicles traveling west on Nancy Lane shall stop at Beach Street.
 - (106) Locust Street. Vehicles traveling east on Locust Street shall stop at Beach Street.
 - (107) Kathy Lane. Vehicles traveling west on Kathy Lane shall stop at Beach Street.
 - (108) Betsy Lane. Vehicles traveling west on Betsy Lane shall stop at Beach Street.
 - (109) Ohio Street. Vehicles traveling west on Ohio Street shall stop at Beach Street.
 - (110) Wood Street. Vehicles traveling on Wood Street shall stop at First Street.
 - (111) Wood Street. Vehicles traveling on Wood Street shall stop at Division Street.
 - (112) Wood Street. Vehicles traveling on Wood Street shall stop at Bank Street.
 - (113) Wood Street. Vehicles traveling South on Wood Street shall stop at Walnut Street.
 - (114) Funk Street. Vehicles traveling on Funk Street shall stop at First Street.
 - (115) Funk Street. Vehicles traveling on Funk Street shall stop at Division Street.
 - (116) Funk Street. Vehicles traveling on Funk Street shall stop at Bank Street.

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- (117) Funk Street. Vehicles traveling south on Funk Street shall stop at Walnut Street.
- (118) Grove Street. Vehicles traveling on Grove Street shall stop at First Street.
- (119) Grove Street. Vehicles traveling on Grove Street shall stop at Division Street.
- (120) Grove Street. Vehicles traveling on Grove Street shall stop at Bank Street.
- (121) Harris Drive. Vehicles traveling south on Harris Drive shall stop at East Second Street.
- (122) Grove Street. Vehicles traveling on Grove Street shall stop at Walnut Street.
- (123) Sparboe Court. Vehicles traveling south on Sparboe Court shall stop at Ohio Street
- (124) Grove Street. Vehicles traveling south on Grove Street shall stop at Ohio Street.
- (125) Wauneta Court. Vehicles traveling south on Wauneta Court shall stop at Ohio Street.
- (126) Broadway Street. Vehicles traveling south on Broadway Street shall stop at Ohio Street.
- (127) Broadway Street. Vehicles traveling on Broadway Street shall stop at Second Street.
- (128) Water Street. Vehicles traveling on Water Street shall stop at Broadway Street.
- (129) Elm Street. Vehicles traveling on Elm Street shall stop at Broadway Street.
- (130) Walnut Street. Vehicles traveling on Walnut Street shall stop at Broadway Street.
- (131) Boone Street. Vehicles traveling on Boone Street shall stop at Broadway Street.
- (132) Cedar Street. Vehicles traveling on Cedar Street shall stop at Broadway Street.
- (133) Webster Street. Vehicles traveling on Webster Street shall stop at Broadway Street.
- (134) Prospect Street. Vehicles traveling south on Prospect Street shall stop at Ohio Street.
- (135) Prospect Street. Vehicles traveling on Prospect Street shall stop at Walnut Street.
- (136) Prospect Street. Vehicles traveling on Prospect Street shall stop at Bank Street.
- (137) Prospect Street. Vehicles traveling on Prospect Street shall stop at Division Street.
- (138) Prospect Street. Vehicles traveling on Prospect Street shall stop at First Street.
- (139) Water Street. Vehicles traveling west on Water Street shall stop at Des Moines Street.
- (140) Walnut Street. Vehicles traveling on Walnut Street shall stop at Des Moines Street.
- (141) Boone Street. Vehicles traveling on Boone Street shall stop at Des Moines Street.
- (142) Cedar Street. Vehicles traveling on Cedar Street shall stop at Des Moines Street.
- (143) Webster Street. Vehicles traveling on Webster Street shall stop at Des Moines Street.
- (144) Willson Avenue. Vehicles traveling on Willson Avenue shall stop at Ohio Street.
- (145) Webster Street. Vehicles traveling on Webster Street shall stop at Willson Avenue.
- (146) Cedar Street. Vehicles traveling on Cedar Street shall stop at Willson Avenue.
- (147) Boone Street. Vehicles traveling on Boone Street shall stop at Willson Avenue.
- (148) Walnut Street. Vehicles traveling on Walnut Street shall stop at Willson Avenue.
- (149) Elm Street. Vehicles traveling on Elm Street shall stop at Willson Avenue.
- (150) Water Street. Vehicles traveling west on Water Street shall stop at Willson Avenue.

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- (151) Dubuque Street. Vehicles traveling on Dubuque Street shall stop at Willson Avenue.
- (152) Willson Street. Vehicles traveling on Willson Street shall stop at Bank Street.
- (153) Willson Street. Vehicles traveling on Willson Street shall stop at Division Street.
- (154) Willson Street. Vehicles traveling on Willson Street shall stop at First Street.
- (155) First Street. Vehicles traveling on First Street shall stop at Superior Street.
- (156) Division Street. Vehicles traveling on Division Street shall stop at Superior Street.
- (157) Water Street. Vehicles traveling on Water Street shall stop at Superior Street.
- (158) Elm Street. Vehicles traveling on Elm Street shall stop at Superior Street.
- (159) Walnut Street. Vehicles traveling on Walnut Street shall stop at Superior Street.
- (160) Boone Street. Vehicles traveling east on Boone Street shall stop at Superior Street.
- (161) Cedar Street. Vehicles traveling on Cedar Street shall stop at Superior Street.
- (162) Webster Street. Vehicles traveling east on Webster Street shall stop at Superior Street.
- (163) Seneca Street. Vehicles traveling on Seneca Street shall stop at Ohio Street.
- (164) Seneca Street. Vehicles traveling on Seneca Street shall stop at Walnut Street.
- (165) Seneca Street. Vehicles traveling on Seneca Street shall stop at Bank Street.
- (166) Seneca Street. Vehicles traveling on Seneca Street shall stop at Division Street.
- (167) Seneca Street. Vehicles traveling on Seneca Street shall stop at First Street.
- (168) Dubuque Street. Vehicles traveling east on Dubuque Street shall stop at Seneca Street.
- (169) Union Street. Vehicles traveling north on Union Street shall stop at Second Street.
- (170) Union Street. Vehicles traveling on Union Street shall stop at Bank Street.
- (171) Alley north of Second Street. Vehicles traveling on alley north of Second Street shall stop at Prospect Street
- (172) Alley north of Second Street. Vehicles traveling on alley north of Second Street shall stop at Des Moines Street.
- (173) Alley north of Second Street. Vehicles traveling on alley north of Second Street shall stop at Willson Avenue.
- (174) Alley north of Second Street. Vehicles traveling on alley north of Second Street shall stop at Seneca Street.
- (175) Alley north of Second Street. Vehicles traveling east on alley north of Second Street shall stop at Superior Street.
- (176) Jane Young Road. Vehicles traveling west on Jane Young Road shall stop at White Fox Road.
- (177) Road crossing CN railroad at crossing #307331P. Vehicles traveling south on the road crossing CN Railroad at crossing #307331P shall stop at East Second Street.
- (178) Road crossing CN Railroad at crossing #307330H. Vehicles traveling south on the road crossing CN Railroad at crossing #307330H shall stop at East Second Street.
- (179) Burgess Street. Vehicles traveling on Bruggess Street shall stop at the road crossing CN Railroad at crossing #307331P.

(180) Alley parallel and immediately south of Second Street. Vehicles traveling west on the 500 block of alley parallel to and immediately south of Second Street shall stop at Willson Avenue

(181) Alley parallel and immediately south of Second Street. Vehicles traveling west on the 600 block of alley parallel to and immediately south of Second Street shall stop at Des Moines Street.

(182) Alley parallel and immediately south of Second Street. Vehicles traveling west on the 400 block of alley parallel and immediately south of Second Street shall stop at Seneca Street.

Commented [DD14]: (39)-(182) all have stop signs need added to ordinance

(Code 1996, § 65.02; Ord. No. 2020-1835 , § 1, 4-20-2020; Ord. No. 2021-1844 , § 1, 5-3-2021; Ord. No. 2021-1845 , § 1, 7-6-2021)

Sec. 46-51. Four-way stop intersections.

Every driver of a vehicle shall stop before entering the following designated four-way stop intersections:

- (1) Des Moines Street at Ohio Street.
- (2) Elm Street at Prospect Street.
- (3) Second Street at Seneca Street.
- (4) Second Street at Willson Avenue.
- (5) Second Street at Des Moines Street.
- (6) Second Street at Prospect Street.
- (7) Willow Street at Oak Avenue.
- (8) Des Moines Street at Elm Street.
- (9) Fair Meadow Drive at Rodlyn Road.
- (10) Fair Meadow Drive at Kamen Drive

(11) Closz Drive and Millards Lane.

Commented [DD15]: Add stop sign at this location in preparation for future traffic to and from new Waste Water Treatment Plant.

(Code 1996, § 65.03)

Sec. 46-52. Three-way stop intersections.

Every driver of a vehicle shall stop before entering the following designated three-way stop intersections:

Des Moines Street and Bank Street. Vehicles approaching the intersection of Des Moines Street and Bank Street from the east, north and south shall stop before entering such intersection.

(Code 1996, § 65.04)

Sec. 46-53. School stops.

At the following school crossing zones, every driver of a vehicle approaching the zone shall bring the vehicle to a full stop at a point ten feet from the approach side of the crosswalk marked by an authorized school stop sign and thereafter proceed in a careful and prudent manner until the vehicle shall have passed through such school crossing zone:

~~(1) Bank Street at Prospect Street.~~

Commented [DD16]: Remove doesn't meet guidelines'

~~(1) Prospect at Elm Street.~~

Commented [DD17]: Meets criteria to be added

(2) Des Moines Street at Elm Street.

~~(3) Ohio street at Willson Avenue.~~

Commented [DD18]: Meets criteria to be added

~~(3) Des Moines Street at Middle Street.~~

Commented [DD19]: Remove doesn't meet guidelines'

(4) Walnut Street at a point 250 feet west of Funk Street.

~~(5) Lynx Avenue at Elm Street~~

Commented [DD20]: Meets criteria to be added

~~(6) Bank Street at Lynx Avenue~~

Commented [DD21]: Meets criteria to be added

~~(7) Sunset Drive at Mary Lane~~

Commented [DD22]: Meets criteria to be added

(Code 1996, § 65.06)

Secs. 46-54—46-79. Reserved.



MEMORANDUM

TO: Mayor and City Council

FROM: Derrick Drube, Right of Way Inspector/Traffic Committee Secretary
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: May 15, 2023

RE: Adopt a Resolution Establishing an Additional Persons with Disabilities Parking Area in the Central Business District

SUMMARY: City staff took a request from Leons Pizza for an additional person with disabilities parking stall on the 600 block of Second Street. Staff took inventory on use of parking on the 600 block of Second Street and determined that installing an additional person with disabilities parking stall next to the existing stall at 641 Second Street wasn't feasible.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND/DISCUSSION: City staff took a request from Leons Pizza for additional persons with disabilities parking stall on the 600 block of Second Street. Staff took inventory on use of parking on the 600 block of Second Street and determined that installing an additional person with disabilities parking stall next to the existing stall at 641 Second Street wasn't feasible. To install a diagonal person with disabilities stall on Second Street would involve, taking up two parking stalls to meet ADA guidelines and tearing out sidewalk to make an ADA compliant approach next to said persons with disabilities parking stall. The recommended location of the addition of a person with disabilities parking stall is on the east side of Des Moines Street directly north of Second Street.

The traffic committee reviewed this request on May 8, 2023 and recommend the City Council proceed with the persons with disabilities parking installation as proposed. The Traffic Committee Meeting minutes were attached as part of Agenda Item #2 above for Council review and acceptance.

FINANCIAL IMPLICATIONS: The cost of persons with disabilities parking signage, and pavement panting to come out of 23-24 fiscal year general fund.

RECOMMENDATION: Traffic Committee and City staff recommend the City Council adopt a resolution establishing additional persons with disabilities parking in the Central Business District.





RESOLUTION NO. 2023 – xxx

**RESOLUTION ESTABLISHING AN ADDITIONAL PERSONS WITH DISABILITIES PARKING AREA
IN THE CENTRAL BUSINESS DISTRICT**

WHEREAS, Section 46-2 of the City Code of the City of Webster City, Iowa and Section 321L.5 of the Code of Iowa, provide for the designation of special parking places for parking only motor vehicles displaying a special identification device issued in accordance with State law for the use of persons with disabilities ; and

WHEREAS, the Webster City Traffic Committee has recommended that one additional persons with disabilities parking area be designated in the Central Business District as follows:

East Side of Des Moines Street directly North of Second Street
(first space directly north of Second Street)

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

SECTION 1: The above described areas are hereby declared persons with disabilities parking areas as provided in Section 46-2 of the City Code of the City of Webster City, Iowa and Chapter 321L.5 of the Code of Iowa.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

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

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign a Wastewater Services Agreement with Mertz Engineering, Inc.

SUMMARY: The City has been working on designing a new Wastewater Treatment Facility to meet Iowa DNR Nutrient Reduction Strategy requirements. As part of this effort, the City is also working on ensuring Industrial Dischargers are under compliance with their permit limits. City staff has been working towards new wastewater discharge service agreements with industrial users. The Iowa DNR has performed a routine sanitary survey of the plant and noted that the City must, “continue to enforce treatment agreement limits with SIUs in accordance with Subrules 567 IAC 62.1 (6) and 64.3 (1).”

PREVIOUS COUNCIL ACTION: On April 04, 2020 the City Council approved an Industrial Treatment Agreement with Mertz Engineering.

BACKGROUND/DISCUSSION: As the City moves towards the construction of the new Wastewater Treatment Facility, staff has been working with specialized legal counsel, Ahlers & Cooney and our City Attorney to develop a wastewater services agreement that provides the City the opportunity to have more clarity on how to navigate various issues that may arise while providing wastewater discharge services to significant industrial dischargers. The agreement will be a two-year agreement effective through May 15, 2025.

The services agreement covers the following areas:

- Discharges and Treatment
- Rates, Charges, and Penalties
- Monitoring, Sampling, Reporting and Compliance
- Default and Termination
- Communications, Notifications and Disputes

Mertz Engineering has one concern associated with the Cyanide 30-day average limit. Per Code of Federal Regulations, the limit is 0.65 mg/l; however, the DNR treatment agreement has this parameter limited to 0.15 mg/l. Staff is in contact with DNR to understand why the limit was more restrictive than the Code of Federal Regulations. Once we identify if the limitation is to be set based on Code of Federal Regulations or DNR Regulation, the agreement will be finalized and executed. Provided that DNR is okay

with modifying the limitation to match that of the Code of Federal Regulation, the only modification that will be made to the approved agreement is modifying the Cyanide 30-day average limit from 0.15 mg/l to 0.65 mg/l. Staff is waiting to hear back from DNR regarding what the effluent limitation should be.

FINANCIAL IMPLICATIONS: There are no financial implications associated with approving the agreement.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign a wastewater services agreement with Mertz Engineering, Inc.

RESOLUTION NO. 2023 – xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A
WASTEWATER SERVICES AGREEMENT WITH MERTZ ENGINEERING, INC.**

WHEREAS, on April 04, 2020 the City approved an Iowa DNR Treatment Agreement with Mertz Engineering, Inc. for wastewater services; and

WHEREAS, the City is working towards the construction of a new Wastewater Treatment Facility and has developed a service agreement for significant industrial users that is comprehensive of wastewater treatment services, sampling, monitoring, and dispute resolution that may arise over the life of the service; and

WHEREAS, the Iowa Department of Natural Resources performs routine sanitary surveys of the wastewater treatment plant and has noted that the City must, “continue to enforce treatment agreement limits with Significant Industrial Users in accordance with Subrules 567 IAC 62.1(6) and 64.3 (1); and

WHEREAS, said agreement 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 a Wastewater Services Agreement with Mertz Engineering, Inc. as reflected in Exhibit “A”

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Mertz Engineering Agreement

**INDUSTRIAL SEWER USER
WASTEWATER SERVICES
AGREEMENT**

By and between

City of Webster City, Iowa

And

Mertz Engineering, Inc.

Effective date: 05/15/2023

Expiration date: 05/15/2025

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PREAMBLE

This Industrial Sewer User Wastewater Services Agreement (this “Agreement”) is entered into on [MONTH/DAY/YEAR] (the “Effective Date”) by and between the CITY OF WEBSTER CITY (the “City”) and [INDUSTRIAL SEWER USER] (the “Customer”). The City and the Customer may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

Whereas, the City owns, operates, and maintains a sanitary sewage and stormwater drainage utility established pursuant to Iowa Code chapter 388 and governed by the City Code of Iowa; and

Whereas, the City’s utility is a publicly owned treatment works (“POTW”) which collects, conveys, treats, and discharges wastewater pursuant to National Pollutant Discharge Elimination System (NPDES) Permit #4063001, issued by the Iowa Department of Natural Resources (“IDNR”) pursuant to the authority of section 402(b) of the Clean Water Act (33 U.S.C 1342(b)), Iowa Code section 455B.174, and 567 Iowa Administrative Code chapters 60 through 64; and

Whereas, the Customer is an industrial sewer user that has either been (1) designated as a Significant Industrial User by the IDNR pursuant to 567 Iowa Administrative Code chapter 60; or (2) determined to be an entity discharging an industrial waste of unusual strength or character appropriate for a special agreement, arrangement, or contract with the City pursuant to Sec. 48-286 of the City’s Code of Ordinances (“the City Code”); and

Whereas, the City has determined that the Customer’s industrial discharges have a reasonable potential to significantly affect the operation of the City’s POTW or the City’s compliance with its NPDES permit, including by requiring the addition of treatment capacity or other sewage system improvements; and

Whereas, the Customer’s industrial discharges to the City’s wastewater treatment system represent a type or quantity of use that is unusual and that requires the provision of treatment services on an individual contract basis; and

Whereas, the City and the Customer have determined that it is in the Parties’ best interest for the City to provide industrial wastewater treatment services to the Customer, subject to the terms and conditions of this Agreement.

Now, therefore, in consideration of the recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

For purposes of this Agreement and unless the context otherwise requires, the following terms have the following meanings, except that if a term defined here is differently defined in the City’s Sewer Utility ordinance (Article IV of the City Code of Ordinances), then the definition in the ordinance shall control:

Agreement means this agreement, including any exhibits or amendments that may be attached to it or specifically incorporated by reference.

BOD (BOD5 or biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter or parts per million.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Bypass means the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line.

Capital cost payment means an amount determined pursuant to this Agreement that the Customer must contribute toward sewage system improvements.

CBOD means carbonaceous five-day biochemical oxygen demand as measured by the test method set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.

City means the City of Webster City, including its sewer utility and sewage system.

Combined sewer means a sewer receiving both surface run-off and sewage.

Contaminant means a pollutant or other substance the emission or discharge of which is regulated by the federal government, the IDNR, or by the City and that is the subject of permit or other discharge limitation.

Customer means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the public sewage system. Customer includes an industrial user of the sewage system.

Daily maximum for mass discharge (in lbs/day) parameters means the maximum amount of a contaminant discharged in a 24-hour period as calculated using the concentration of the contaminant in a 24-hour flow proportional sample and the total 24-hour discharge volume.

Daily maximum for concentration (in mg/L) parameters and for pH means the concentration of a grab sample collected at any time during a 24-hour period.

FOG and Oil Grease mean fats, oil, and grease as set forth in EPA Method 1664, Revision A (n-hexane extractable material).

Effluent means liquid waste, sewage, or other contaminants discharged into a sewage system.

EPA means the Environmental Protection Agency.

Facility means the site or location at which an industrial user discharges effluent into the sewage system.

Garbage means solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

IDNR means the Iowa Department of Natural Resources.

Industrial user means an individual, partnership, business, corporation or entity who contributes wastewater in an amount or strength of which is greater than normal domestic sewage. Industrial user also includes a significant industrial user.

Industrial wastes means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Inspector means the person duly authorized by the council to inspect and approve the installation of building sewers and their connections to the public sewage system; and to inspect such sewage as may be discharged therefrom.

Laws means all applicable federal, state, and local statutes, codes, rules, regulations, ordinances, agency policies, orders, and case law, all may be amended from time to time.

MGD means million gallons per day.

mg/L means milligrams per liter concentration.

Monthly average means the average of all monitoring data for a specific sewage parameter collected during a calendar month.

Natural outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

NPDES means National Pollutant Discharge Elimination System.

NPDES permit means NPDES permit number #4063001 issued to the City pursuant to section 402 of the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and as further provided in implementing regulations at 40 C.F.R. 403.3.

Pass through means the movement of an environmental pollutant that is not affected by the treatment technologies in place at the POTW which would cause the city to be in violation of its NPDES discharge permit.

Permitted discharge means all limitations on the amount and characteristics of the sewage that the Customer is allowed to discharge into the sewage system pursuant the Permitted Discharge section of this Agreement.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

POTW means a publicly owned treatment works.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes, by process changes, or by other means, except as prohibited in 40 CFR 403.6(d).

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Pretreatment standard or national pretreatment standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. "Pretreatment standard" includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

Private sewer system means a system which provides for the treatment or disposal of domestic sewage from four or fewer dwelling units or the equivalent of less than 16 individuals on a continuing basis.

Properly shredded garbage means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

Public sewer means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Sanitary sewage means sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories or institutions, and free from stormwater, surface water, and industrial waste.

Sanitary sewer means a sewer which carries sewage and to which stormwater, surface, and groundwaters are not intentionally admitted.

Semi-public sewage disposal system means a system for the treatment or disposal of domestic sewage which is not a private sewage disposal system and which is not owned by a city, a sanitary sewer district, or a designated and approved management agency under section 208 of the Federal Water Pollution Control Act.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. "Severe property damage" does not mean economic loss caused by delays in production.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwaters as may be present.

Sewage treatment plant means any arrangement of devices and structures used for treating sewage.

Sewage works or sewage system means all facilities for collecting, pumping, treating, and disposing of sewage.

Sewage system improvements means any and all repairs, upgrades, or enhancements that must be made to the capacity or treatment capabilities of the sewage system in order to serve the Customer's needs or to meet the regulatory requirements applicable to the POTW.

Sewer means a pipe or conduit for carrying sewage.

Sewer rental or sewer service charges means any and all charges, rates, fees, or rentals levied against and payable by customers, as consideration for the servicing of the customers by the sewage system.

Significant industrial user means the same as defined in 567 Iowa Administrative Code rule 60.2(455B) Definitions.

Slug means any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration of flows during normal operation.

Storm drain or storm sewer means a sewer which carries stormwater and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

Standard methods means the most current edition of *Standard Methods for the Examination of Water and Wastewater*, a work jointly published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

Superintendent means the superintendent of sewage works or of water pollution control of the city or any authorized deputy, agent, or representative.

Suspended solids means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

TKN means total Kjeldahl nitrogen as measured by the test method set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.

TSS means total suspended solids as measured by the test method set forth on the latest edition of Standard Methods for the Examination of Water and Wastewater.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with discharge limits because of factors beyond the reasonable control of the Customer. An upset does not include noncompliance to the extent caused by operational error, lack of preventative maintenance, or careless or improper operation.

User means any individual, partnership, corporation, or other organization or entity, public or private, that discharges sewage into the sewage system.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

EFFECTIVE DATE AND TERM

1. Effective Date

This agreement shall become effective on May 15, 2023.

2. Term and Renewal

This agreement expires two (2) years after the effective date. The agreement may be renewed by mutual agreement of the parties for additional two (2) year terms. The parties will meet annually at least thirty (30) days prior to the expiration of the Agreement to discuss the renewal of the Agreement. If both parties agree to renew this Agreement, a written amendment with the new renewal term shall be executed. If the parties fail to renew this Agreement, then this Agreement shall expire. If this Agreement expires, or is otherwise terminated, then the City shall not be required to treat the Customer's discharge,

and the Customer shall immediately take all steps necessary to discontinue use of the City's sewage system.

3. Right to Terminate

Notwithstanding section 2 above, the City and the Customer shall have the right to terminate this Agreement as provided elsewhere in this Agreement.

DISCHARGES AND TREATMENT

4. Permitted Discharge

The Customer shall not exceed the lesser of (1) the effluent limitations for wastewater parameters specified in an IDNR treatment agreement; or (2) the effluent limitations for wastewater parameters specified in the table below:

Wastewater Parameter	30 Day Average Limit	Daily Maximum Limit
Flow (MGD)	0.004	0.008
Cadmium	.07 mg/l	.11 mg/l
Chromium	1.71 mg/l	2.77 mg/l
Copper	2.07 mg/l	3.38 mg/l
Lead	0.43 mg/l	0.69 mg/l
Nickel	2.38 mg/l	3.98 mg/l
Silver	.24 mg/l	.43 mg/l
Zinc	1.48 mg/l	2.61 mg/l
Cyanide	0.15 mg/l	1.2 mg/l
TTO, Total		2.13 mg/l
pH Daily Minimum	6	
pH Daily Maximum	11	

5. Right to Discharge

The Customer shall have the right to discharge effluent to the sewage system provided that the amount and concentration do not exceed the Permitted Discharge. The Customer acknowledges and agrees that discharges in excess of the Permitted Discharge are grounds

for default pursuant to this Agreement and/or a basis for administrative enforcement remedies as provided in Sec. 48-324 of the City's Code of Ordinances.

The Customer acknowledges and agrees that the right to discharge pursuant to this Agreement does not convey any property rights or other exclusive privileges on the Customer. The right to discharge also does not authorize the Customer to commit an injury to public or private property, nor any invasion of personal rights, nor to violate any federal, state, or local law, rule, regulation, or policy.

6. Obligation to Treat

The City shall make all commercially reasonable efforts to continually receive and treat the Permitted Discharge without interruption to the Customer. Failure by the City, at any time, to be able to properly receive and/or treat the Permitted Discharge shall not make the City liable for any damages caused to the Customer's facilities, its production or operations, its employees, agents, or contractors, or any other person or entity claiming damages as a result of said failure.

7. Right to Reduce or Modify the Permitted Discharge

The City and the Customer both acknowledge and agree that the City may reduce or modify the Customer's Permitted Discharge, including adding additional wastewater parameters, under any of the following conditions:

- (1) Current or future loadings to the sewage system reach or exceed the POTW's rated design capacity or modifications or upgrades to the POTW or the sewage system otherwise necessitate modifications to the Permitted Discharge; or
- (2) A reduction or modification is necessary to maintain compliance with the City's NPDES permit; or
- (3) A reduction or modification is otherwise required by the EPA or the IDNR.

8. Notice of Modification and Amendment Required

If the Customer's Permitted Discharge must be reduced or modified pursuant to the above, then the City shall provide the Customer written notice at least thirty (30) days in advance, and the parties shall amend this Agreement to reflect the new Permitted Discharge.

9. Right to Require Pretreatment

If the Customer's operations or discharges are of such a nature, volume, frequency, or intensity, whether alone or in combination with other customers, that the City's ability to comply with its NPDES permit or to properly treat the effluent is negatively impacted, then the City shall have the right to impose on the Customer all reasonable pretreatment requirements pursuant to this Agreement. If the Customer installs or operates facilities or equipment for pretreatment to meet the Permitted Discharge limits of this Agreement, then such facilities shall be described in the attached Pretreatment Facilities Exhibit.

10. Notification of Enhanced Pretreatment

If the Customer is required to implement pretreatment requirements pursuant to the above, then the City shall provide the Customer written notice at least thirty (30) days in

advance, and the parties shall amend this Agreement as necessary to reflect the new pretreatment requirements.

11. Right of Entry to Inspect and Approve Facilities and Pretreatment Requirements

The City shall have the right to enter the Customer's facility unimpeded to inspect and approve the facility and all pretreatment requirements, at any time, including the type, amount, concentration, and frequency of any chemicals or other substances added to the effluent or the discharge before, during, or after the pretreatment process. In entering and inspecting the Customer's facilities, the City shall have the right to document, record, and photograph the facilities to the extent necessary to verify compliance with the pretreatment requirements or this Agreement.

If the City approves the Customer's pretreatment requirements, the Customer shall not materially alter or deviate from the approved pretreatment requirements without providing the City notice and opportunity to inspect and approve the alterations or deviations. Additionally, once the City approves the Customer's pretreatment requirements, said pretreatment requirements shall be implemented and operational within one hundred eighty (180) days of said approval from the City, unless the City expressly waives this requirement in writing.

12. Notification of Certain Discharges

In the case of any discharge, including, but not limited to, accidental discharges, discharges in excess of the Permitted Discharge, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for or affect the treatment ability of the POTW or the sewage system, the Customer shall immediately notify the City of the incident. Such notification shall initially be by telephone, but notification may later be provided by email.

The notification shall include the location of the discharge, the type of waste, the concentration and volume, if known, and the corrective actions taken by the Customer. Within five (5) days following such a discharge, the Customer shall, unless waived by the City in writing, submit a detailed written report describing the cause or causes of the discharge and the measures to be taken by the Customer to prevent similar future occurrences.

Such notification shall not relieve the Customer of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property. Such notification shall not relieve the Customer of any charges, fines, penalties, or other liability which may be imposed pursuant to this Agreement or pursuant to the City's Code of Ordinances.

13. Duty to Mitigate or Reduce Operations

The Customer acknowledges and agrees that it has an affirmative duty to take any and all commercially reasonable measures to mitigate the impact to the sewage system and to the environment of an excess discharge or the impact of any other event of default under this

Agreement that has, or would reasonably be expected to have, an impact on the sewage system or on the environment.

If the Customer knows, or reasonably should know, of a condition causing a reduction of efficiency in its treatment operations or of a failure of its treatment equipment, then the Customer shall cease or reduce operations or production activity as necessary until the condition or failure of equipment is remedied. Such a condition or failure includes, but is not limited to, a loss of electric or water service to the Customer's facility, and such a loss of electric or water service shall not constitute an event of force majeure under this Agreement.

The Customer shall have a duty to mitigate or to cease or reduce operations pursuant to this section regardless of whether the Customer would experience a discharge in excess of the Permitted Discharge.

14. Dilution Prohibited

Unless expressly authorized by the applicable pretreatment standard, the Customer shall not increase the use of potable water, processed water, or treated water, or in any other way attempt to dilute a discharge of effluent in order to meet the limits in the Permitted Discharge, or with the intent of avoiding or evading the limits in the Permitted Discharge or of any obligation of this Agreement.

15. Bypasses Prohibited

Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited. However, the City shall not assess a civil penalty or an excess discharge penalty against the Customer for a bypass if the Customer complied with all of the following conditions:

- (1) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (3) The Customer submitted a request for an anticipated bypass, submitted a notification of unanticipated bypass or upset, and submitted a report with information about the results of the unanticipated bypass, all as provided in the below provisions of this Agreement.

16. Request for Anticipated Bypass

Except for bypasses that occur as a result of mechanical failure or acts beyond the control of the owner or operator of a waste disposal system (i.e., unanticipated bypasses), the Customer shall obtain written permission from the IDNR and from the City prior to any

discharge of sewage or wastes from a waste disposal system not authorized by the Permitted Discharge.

The City may approve an anticipated bypass after considering its adverse effects if the City determines that it will meet the conditions described in section 12 above and if the IDNR determines that the bypass will meet the IDNR conditions for a bypass pursuant to 567 IAC Chapter 63.

The request for a bypass shall be submitted to the City at least ten days prior to the expected date of the event. The request shall be submitted in writing and shall include all of the following:

- (1) The reason for the bypass;
- (2) The date and time the bypass will begin;
- (3) The expected duration of the bypass;
- (4) An estimate of the amount of untreated or partially treated sewage or wastewater that will be discharged;
- (5) The location of the bypass;
- (6) The name of any body of surface water that will be affected by the bypass;
- (7) Any actions the Customer proposes to take to mitigate the effects of the bypass upon the receiving stream or other surface water; and
- (8) Confirmation that the Customer has also notified the IDNR about the bypass.

The fact that the Customer submits a request to the City for a bypass shall not relieve the Customer of any requirements to obtain permission to bypass from the IDNR pursuant to 567 IAC Chapter 63.

17. Notification of Unanticipated Bypasses or Upsets

In the event that a bypass or upset occurs without prior notice having been provided pursuant to the above, or as a result of mechanical failure or acts beyond the control of the Customer, the Customer shall notify the City by telephone as soon as possible but not later than 24 hours after the onset or discovery.

The Customer shall also provide a written notification to the City within five (5) days of onset or discovery. Written notification of an unanticipated bypass shall be made in the manner provided elsewhere in this Agreement for written notices. The written notification shall include the following:

- (1) The reason for the bypass, including the amount and duration of any rainfall event that may have contributed to the bypass;
- (2) The date and time of onset or discovery of the bypass;
- (3) The duration of the bypass;
- (4) An estimate of the amount of untreated or partially treated sewage or wastewater that was discharged;
- (5) The location of the bypass;
- (6) The name of any body of surface water that was affected by the bypass; and
- (7) Confirmation that the Customer has also notified the IDNR about the bypass.

The fact that the Customer submits a notification to the City of an unanticipated bypass or upset shall not relieve the Customer of any requirements to notify the IDNR of the bypass pursuant to 567 IAC Chapter 63.

18. Upsets

Nothing in this Agreement shall be construed to prevent the Customer from raising an affirmative defense regarding an upset or other discharge violation pursuant to Sec. 48-326 of the City's Code of Ordinances.

19. Monitoring, Disinfection, and Cleanup

The Customer shall perform any additional monitoring, sampling, or analysis of the bypass or upset requested by the IDNR or by the City and shall comply with the instructions of the IDNR or the City that are intended to minimize the effect of a bypass or upset on the receiving water of the state. The requirements for disinfection and cleanup pursuant to this Agreement are the same as the requirements that apply pursuant to 567 IAC Chapter 63.

20. Reporting of Subsequent Findings and Additional Information

All subsequent monitoring or sampling findings and laboratory results concerning a bypass shall be submitted in writing to the IDNR and the City as soon as they become available. Any additional information requested by the IDNR or the City concerning the steps taken to minimize the effects of a bypass shall be submitted within 30 days of the request.

21. Public Notice of Bypass or Upset

When the City has been notified of an unanticipated bypass or upset, the Customer and the City shall contact the IDNR to determine if a public notice is necessary pursuant to 567 IAC Chapter 63. If the IDNR determines that public notice is necessary, the City and the Customer shall jointly prepare a public notice.

RATES, CHARGES, AND PENALTIES

22. Establishment of Just and Reasonable Rates and Sewer Service Charges

The City shall by ordinance establish just, reasonable, and nondiscriminatory rates and sewer service charges that are based on the costs of receiving, collecting, and treating sewage and of operating, maintaining, and financing the sewage system.

Such rates and sewer service charges may include monthly fixed charges, monthly volumetric charges, penalties for excess discharges, or the payment of other direct or indirect costs relating to collecting, conveying, treating, or discharging the Customer's sewage or other effluent.

23. Cost of Service and Rate Review

The City shall regularly assess the cost of providing sewer service and shall review its rates and sewer service charges at least every two years to ensure that the rates and sewer service charges reflect the current cost of providing service. In assessing the cost of providing sewer service, the City may, but is not required to, conduct a full cost-of-service and rate study. The City shall make a good faith effort to complete the review of its rates

and sewer service charges before the annual meeting with the Customer to discuss the renewal of this Agreement, as provided elsewhere in this Agreement.

24. Rate Ordinance Incorporated by Reference

The City's rates and sewer service charges, including the penalties for excess discharges, for industrial users that monitor the flow and concentration of effluent have been established by the City in Division V of the City's Code of Ordinances, as may be amended, revised or replaced from time to time, and those rates and charges, as amended, revised or replaced from time to time, are incorporated by reference into this Agreement to the extent they apply to the Customer.

25. Modification of Rates and Charges to Meet Regulatory Requirements

The City and the Customer acknowledge that, from time to time, the IDNR or the EPA may implement new effluent controls or otherwise alter the discharge limits applicable to POTWs. These altered regulatory requirements may be more stringent than the controls and limits currently contained in the City's NPDES permit. The Customer acknowledges and agrees that the City shall have the right to modify the City's rates and sewer service charges applicable to Customer's rate classification, and to establish new rate classification(s) applicable to customer, as may be considered necessary and appropriate in the City's discretion, to recover any increased costs incurred to meet applicable regulatory requirements or for other reasons in accordance with applicable law. Such costs may include any or all of the following:

- (1) Additional capital costs for the construction, repair, or maintenance of sewage system improvements;
- (2) Additional or increased operations and maintenance costs;
- (3) Principal, interest, debt service reserve fund requirements, and other financing costs related to the issuance of bonds, notes, or other debt instruments;
- (4) Other direct and indirect costs of the City reasonably related to complying with the new regulatory requirements; and
- (5) All other costs which may lawfully be included in the City's rates and charges.

If it becomes necessary to modify the City's rates or sewer service charges applicable to Customer's rate classification to meet new regulatory requirements, the City will notify the Customer at least 180 days prior to the effective date of the modified rates or sewer service charges. Other changes to rates or sewer service charges shall be made in the manner provided by the City's Code of Ordinances and the Iowa Code.

26. Reimbursement of Certain Direct and Indirect Costs

The Customer acknowledges that certain discharge events or occasional periods of intensive system use frequently cause operational issues such as blockages, lift station problems, or higher treatment costs.

The Customer agrees to reimburse the City for all direct and indirect costs for such operational issues to the extent that the operational issues are attributable to the Customer's use of the sewage system.

If the City determines that it has incurred additional costs attributable to the Customer's use of the sewage system, then the City will invoice the Customer and provide a detailed description of the costs incurred.

27. Payment of Sewer Service Charges

The Customer shall promptly pay all rates and sewer service charges when invoiced by the City. The Customer acknowledges and agrees that a failure to pay sewer service charges shall be grounds for an event of default under this Agreement.

MONITORING, SAMPLING, REPORTING, AND COMPLIANCE

28. Requirement to Provide Information

Prior to the effective date of this Agreement, whenever there is a material change to any of the below information, or whenever the City reasonably requires it, the Customer shall provide the following information to the City:

(1) Identifying Information:

- a. The name and address of the facility, including the name of the operator and owner; and
- b. Contact information, description of activities, facilities, and plant production processes on the premises.

(2) Environmental Permits. A list of any state or federal environmental control permits held by or for the facility.

(3) Description of Operations:

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications (SICs) of the operation carried out by the Customer. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes; and
- b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW; and
- c. Number and type of employees, hours of operation, and proposed or actual hours of operation; and
- d. Type and amount of raw materials processed (average and maximum per day); and
- e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.

(4) Time and duration of discharges.

(5) The location for monitoring all pollutants and wastewater parameters covered by the Customer's Permitted Discharge.

(6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams.

(7) Measurement of pollutants and wastewater parameters:

- a. If applicable, the categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for existing sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required (by the Standard Methods or by the IDNR) of regulated pollutants and wastewater parameters in the discharge from each regulated process.
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, as appropriate, shall be kept on file and reported to the City upon request.
- d. The measurements shall be representative of daily operations and shall be analyzed in accordance with procedures set out elsewhere in this Agreement. The Customer shall submit all necessary documentation or other information regarding effluent, as required by the City, to enable the City to determine compliance with this Agreement.
- e. The results of sampling for pollutants and wastewater parameters. All sampling shall be performed in accordance with procedures set out elsewhere in this Agreement.

(8) Any other information that may reasonably be deemed necessary by the City to evaluate the Customer's use of the sewage system or the Customer's compliance with the requirements of this Agreement.

29. Installation and Maintenance of Monitoring and Sampling Equipment

The Customer shall install at its own cost all equipment suitable for the monitoring and sampling of effluent that the Customer discharges to the City's sewage system and shall maintain the equipment in proper operating condition at all times.

The equipment shall include a monitoring station installed at a point that is near and prior to the point of discharge into the City's sewage system. The monitoring station shall be installed within one (1) year of the effective date of this Agreement.

The equipment may include manholes or such other system improvements as the City in its sole discretion deems necessary or useful to implement the monitoring and sampling requirements of this Agreement.

The Customer shall install a monitoring station located inside the Customer's facility that includes a magnetic flow meter and a twenty-four (24) hour flow proportional composite sampler. The monitoring station shall be installed within thirty (30) days of the effective date of this Agreement.

If the City and the Customer agree to use the current monitoring and sampling equipment, then The City agrees to waive the applicability of this Section provided that Customer maintains full compliance with the Permitted Discharge requirements of this Agreement. If Customer fails to maintain compliance with the Permitted Discharge requirements of this Agreement, then Customer agrees that this Section shall apply and agrees to comply fully with its requirements. Customer shall follow all IDNR guidelines with respect to optimal

sample representation. Customer also specifically agrees to promptly notify the City of any changes in the monitoring or sampling procedures agreed to by the Parties in exchange for a waiver of the requirements of this Section.

30. Right of Entry and Inspection of Equipment

The Customer shall allow the City, and its employees and agents, to enter the Customer's facility unimpeded, at any time, for purposes of inspecting, observing, testing and approving the monitoring stations and the sampling equipment before the Customer commences the discharge of effluent into the sewage system and at such other times as the City may reasonably require.

31. Regular Monitoring and Sampling Required

The City shall regularly monitor and sample the effluent discharged into the City's sewage system. For each wastewater parameter in the Permitted Discharge, the City shall collect 24-hour proportional composite samples that are representative of the actual discharges of effluent during the monitoring period.

32. Laboratory Testing of Samples

The City shall test and analyze all effluent samples collected in a laboratory certified by the State of Iowa. The City may maintain a laboratory at the City's sewage treatment facility or may retain an independent laboratory to conduct the tests. The City shall deliver the tests to the laboratory for analysis and provide reports of the results to the Customer. The Customer shall reimburse the City for the costs of testing the samples.

33. Splitting of Samples

The Customer may split any of the samples collected during the monitoring and sampling of discharges. Such samples shall be split at the time of collection and by the person collecting them. The Customer may have the split samples tested at a laboratory selected by the Customer, but the costs of conducting such tests shall be paid by the Customer.

34. Grab Samples

If the flow is insufficient to collect daily proportional composite samples as provided above, the City may collect, or may require the Customer to collect, a grab sample from the discharge end of the settling tank or another appropriate sampling location near and prior to the point of discharge to the City's sewage system. Whoever collects the sample shall deliver the sample to the lab for analysis.

The City shall collect grab samples for the analysis of FOG and pH. The City shall collect grab samples that are representative of actual discharges during the monitoring period. The grab samples shall be collected in a manner that represents the ratio of production days and non-production days in a typical month. For example, if the Customer typically operates the facility five (5) days a week at full production levels and two (2) days a week at non-production (or low flow days), then 2/7th or 29% of the samples shall be collected on non-production days. If the Customer collects four (4) samples in a month, then one (1) of those samples shall be from a non-production day.

The City and the Customer shall agree in advance on the ratio of production and non-production days, and both the City and the Customer must agree before changing the representative ratio of production and non-production days.

35. Calculation of Monthly Average Mass Discharges

The Customer and the City agree that for monitoring and compliance purposes, the monthly average mass discharges shall be calculated as the average of the mass discharges recorded for every day that a sample was collected and analyzed.

36. Monthly Reporting of Sampling Results and Verification of Compliance

On a monthly basis, the Customer shall report to the City the results of the monitoring and sampling of wastewater parameters, including the daily maximum flow and discharges, the daily average flow and discharges, and the grab samples, as covered by the Customer's Permitted Discharge.

The City shall review the reports on a monthly basis and shall verify the Customer's compliance with this Agreement and with each wastewater parameter covered by the Permitted Discharge.

37. Estimation of Flow Volume and Wastewater Parameters

If for any reason the Customer's actual monitoring and sampling data is not available, or because of a cessation of operations, then for both compliance and billing purposes, the City may estimate the Customer's flow volume and discharges for the month.

The City shall estimate the monthly flow volume in the following manner:

- (1) By determining the Customer's total wastewater discharge volume from the most recent month where actual measurements are available.
- (2) By determining the Customer's total water use volume from the most recent month where actual measurements are available.
- (3) By calculating the ratio of total wastewater discharge volume determined in step (1) above to the total water use volume determined in step (2) above.
- (4) By multiplying the current month's water use volume by the ratio determined in step (3) above.

The City shall estimate the other wastewater parameters in the Permitted Discharge by using historical discharge data from whichever prior month is the most similar to the monthly flow volume estimated above.

The Customer acknowledges that the above method of estimating flow volume and wastewater parameters may result in estimates that are in excess of the limits in the Permitted Discharge and hereby agrees that such estimates will be used even if they are in excess of the Permitted Discharge.

38. Disputes Over Sampling

If a dispute arises over the monitoring and sampling of discharges, including the methods of sampling or the results of the laboratory tests, the City and the Customer shall make a good

faith effort to resolve the dispute. The parties may take additional samples and conduct additional tests at the laboratory, or they may agree to jointly retain an independent professional engineer to assist in resolving the issues. The parties shall both agree on the selection of the professional engineer and shall share equally in the costs. The parties shall not unreasonably withhold their agreement to the selection of the professional engineer.

DEFAULT AND TERMINATION

39. Duty to Comply

The Customer acknowledges and agrees that it has a duty to comply with the obligations in this Agreement and that a failure to comply with this Agreement may be grounds for default of the Agreement, termination of the Agreement, or the initiation of any of the administrative enforcement remedies provided in Sec. 48-324 of the City's Code of Ordinances.

40. Material Violations and Initiation of Enforcement Remedies

If the City determines that the Customer has violated or is violating any of the wastewater parameters in the Permitted Discharge, or any term of this Agreement, in a material way, the City may initiate the administrative enforcement remedies provided in Sec. 48-324 of the City's Code of Ordinances.

The City may determine that a material violation of this Agreement has occurred regardless of whether the EPA or DNR determines there is an excess discharge. A material violation that results in the initiation of administrative enforcement remedies shall also constitute an event of default under this Agreement.

41. Events of Default

The parties agree that an event of default under this Agreement shall include but not be limited to the following:

- (1) A material violation of a wastewater parameter in the Permitted Discharge;
- (2) A failure to comply with federal, state, or local environmental laws, rules, regulations, or policies, including a failure to comply with the bypass requirements of the IDNR or of this Agreement;
- (3) A failure to comply with any sewer utility provision in Chapter 48, Article IV, or any other applicable provision of the City's Code of Ordinances, including zoning or building code violations;
- (4) A failure to pay any of the rates or sewer service charges established by this Agreement or in the City's Code of Ordinances;
- (5) A failure to make any capital cost payment required pursuant to this Agreement;
- (6) A failure to reimburse for any direct or indirect costs assessed pursuant to this Agreement;
- (7) A failure to implement or comply with any pretreatment requirements imposed pursuant to this Agreement or a refusal to allow the inspection of such equipment as provided herein;

- (8) A failure to install or properly maintain monitoring and sampling equipment or a refusal to allow the inspection of such equipment as provided herein;
- (9) A failure to monitor or sample effluent or to submit sampling data or monthly reports;
- (10) A failure to provide any of the information required under this Agreement
- (11) A material misrepresentation of the results of the monitoring and sampling or of any of the information required to be provided under this Agreement;
- (12) A failure to provide notice of potential problems as provided in this Agreement;
- (13) A failure to provide notice of a change in conditions as provided in this Agreement;
- (14) An attempt to sell, assign, transfer, or convey this Agreement, or any of the rights, benefits, costs, or obligations contained in this Agreement, to any other party without prior written consent;
- (15) Any other breach, failure to perform, or any material noncompliance with the terms and conditions of this Agreement, as determined by the City in its sole discretion.

42. Notice of Default and Opportunity to Cure

If either party determines that the other party has defaulted or otherwise failed to perform an obligation under this Agreement, the non-defaulting party may declare that an event of default has occurred and give notice to the defaulting party.

A notice of default shall conform to the notice provisions of this Agreement and shall specify the action required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default.

If at the end of the thirty (30) day period the default has not been corrected, the non-defaulting party may terminate this Agreement. A non-defaulting party terminating this Agreement after a failure to cure a default shall be entitled to recover from the defaulting party any and all losses or damages suffered as a result of the default.

43. Damages

The Customer is liable to the City for all actual and direct damages caused by the Customer's default of this Agreement. The City shall have the right to recover the costs associated with the default, less any expenses or costs avoided by the Customer's default.

44. Mutual Termination

This Agreement may be terminated by mutual agreement of the parties, at any time, in writing and executed by both parties.

45. Termination Without Cause

The Customer may terminate this Agreement for any reason by providing the City written notice at least sixty (60) days prior to the intended termination date, provided the Customer is compliant with all financial obligations incurred under this Agreement or due and owing under the City's Code of Ordinances, including all rates or charges for sewer service, direct or indirect costs, capital cost payments, penalties for excess discharge, and any and all amounts due and owing for civil penalties or municipal infractions.

46. Effect of Termination or Expiration

In the event of termination or expiration for any reason, both parties shall be relieved of all further obligations or duties beyond the date of termination unless otherwise specifically provided in this Agreement, but neither party shall be relieved of its duties and obligations under the Agreement through the date of termination. If the Agreement is terminated or expires for any reason, then the Customer shall immediately take all steps necessary to discontinue use of the City's sewage system.

COMMUNICATIONS, NOTIFICATIONS, AND DISPUTES**47. Regular Meetings**

The City and the Customer shall meet at least once each year, for as long as this Agreement is in effect, at a date and time agreeable to both parties. At such meetings the parties shall discuss any issues related to this Agreement that have arisen since the last meeting. The City shall provide the Customer any relevant information regarding the costs of providing service or the results of any recent reviews of rates and sewer service charges.

48. Notice of Changed Conditions

If the Customer experiences, or intends to make, a material change in production or operations that could affect the Customer's ability to comply with the Permitted Discharge limits or any of the monitoring, sampling, testing, reporting, or financial requirements of this Agreement, then the customer shall notify the City as soon as possible.

If the City experiences, or is required by regulation to make, a material change in sewage treatment operations or capacity that could affect the City's cost of providing service or its rates, then the City shall notify the Customer as soon as possible.

If either party notifies the other party of a change in conditions under this section, then both parties shall meet in good faith to discuss amendments to this Agreement. This requirement to discuss amendments shall not relieve the City or the Customer of any obligations to meet or comply with the regulatory requirements applicable to public utilities or to POTWs.

49. Alternative Dispute Resolution Prohibited

The City and the Customer agree that this Agreement is primarily intended (1) to implement the federal and state regulatory requirements of the Clean Water Act and (2) to ensure that the City is providing cost-based sewer utility service to all customers, as required by Iowa law. As such, both parties agree that the Customer is subject to the administrative enforcement remedies of the City's Code of Ordinances as well as other federal, state, and local laws, rules, regulations, and policies. The parties therefore agree that alternative dispute resolution processes, such as mediation and arbitration, are not an appropriate forum to resolve disputes arising under this Agreement.

50. Notices

Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) after three (3) business days, if deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid; (c) upon transmission, if sent via email, with a confirmation copy sent via overnight mail; or (d) after one (1) business day if deposited with a national overnight courier.

Whenever notice is provided under this Agreement, and no matter how it is delivered, the notice shall be addressed to the following:

If to the City:

Daniel Ortiz-Hernandez

City Manager

400 Second Street

PO Box 217

Webster City, IA 50595

If to the Customer:

Chris Anderson

Owner

1811 W. 2nd Street

Webster City, IA 50595

MISCELLANEOUS PROVISIONS

51. Governing Law and Conflicts

This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa. If any provision of this Agreement conflicts with a provision of the City Code of Ordinances pertaining to the subject matter of this Agreement, then the terms of this Agreement shall prevail.

52. Force Majeure.

Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period during which the party is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control.

Any nonperformance due to the foregoing shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-

enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party as provided in this Agreement.

53. Indemnification.

The Customer shall, to the extent permitted by law, indemnify, defend, and hold the City harmless against all claims, demands, damage, injury, loss, expense, or regulatory fines or fees incurred by the City arising out of (i) the City's collection and delivery of the Customer's sewage to the City's sewage system; (ii) the failure of the Customer's effluent to meet the Permitted Discharge and the applicable wastewater parameter limits, (iii) the negligence of the Customer, or its employees, agents, or contractors; (iv) a breach of this Agreement by the Customer; or (v) a violation of federal, state, or local law, rule, regulation, or policy by the Customer.

The City shall, to the extent permitted by law, indemnify, defend, and hold the Customer harmless against all claims, demands, damage, injury, loss, and expense incurred by the Customer to the extent directly related to (i) the negligence of the City, or its employees, agents, or contractors; (ii) a material breach of this Agreement by the City; or (iii) a violation of federal, state, or local law, rule, regulation, or policy by the City.

54. Survival of Obligations

Termination of this Agreement for any reason shall not release either party from any liability, including the billing or reimbursement of services, the payment of capital costs, or the posting of a bond, as provided in the Agreement, that accrued on or before the date of termination, or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

55. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described in this Agreement, and this Agreement shall supersede any prior agreements relating to the same subject matter.

56. Amendments and Modifications

No modification, amendment, or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by the parties.

57. Severability

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such a provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

58. Waivers

No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement shall operate as a waiver. Any waiver must be in writing and signed by the party granting such a waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default.

59. Authority to Perform

The parties to this Agreement each warrant that they have the right, title, and authority to enter into this Agreement and to perform all obligations under this Agreement. Each party warrants that all necessary approvals to enter into the Agreement, and to fully perform under the Agreement, have been obtained.

60. Consent Required for Assignment

Neither party may sell, assign, transfer, or convey this Agreement, or any of the rights, benefits, costs, or obligations contained in this Agreement, to any other party without the prior written consent of the other party to this Agreement.

The Customer acknowledges and agrees that to sell, assign, transfer, or convey the whole, or any part, of its operations, production, or business interests in the facilities that are subject to this Agreement or to the limits covered in the Permitted Discharge, constitutes a change of conditions. Before closing such a transaction, the Customer shall notify the City of the transaction and the parties shall discuss in good faith any amendments to this Agreement that might be necessary as the result of such a transaction.

61. Headings

Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

62. No Third-Party Rights

This Agreement is not intended to, and shall not be construed to, benefit any person other than the parties to this Agreement, and only the parties to this Agreement shall exercise any of the rights contained in this Agreement.

63. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

64. Signatures

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR Mertz Engineering, Inc.:

_____	_____
Name: Austin Wright	Date
Title:	


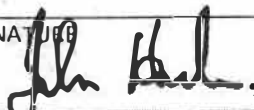
FOR City of Webster City:

_____	_____
Name: John Hawkins	Date
Title: Mayor	

EXHIBITS

[INSERT IDNR TREATMENT AGREEMENT]

IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE				DNR USE ONLY	
A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in <u>any</u> change to a previous Treatment Agreement requires execution of a new Treatment Agreement.				NPDES NO.	
				IND. CONT. AGREEMENT NO.	
				REPLACES AGREEMENT NO.	
SIGNIFICANT INDUSTRIAL USER			SYSTEM RECEIVING WASTE		
NAME Mertz Engineering, Inc.			NAME City of Webster City's Water & Waste Water Treatment Plant		
MAILING ADDRESS PO Box 548, Webster City, Iowa 50595			MAILING ADDRESS PO Box 217, 400 2 nd Street, Webster City, Iowa 50595		
AUTHORIZED REPRESENTATIVE Austin Wright		PHONE NO. 515-832-2832	AUTHORIZED REPRESENTATIVE Tim Danielson		PHONE NO. 515-832-9146
CERTIFICATION OF INDUSTRIAL USER					
I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after:					
EFFECTIVE DATE 3/11/20					
I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.					
TYPED OR PRINTED NAME Austin Wright		TITLE Assistant Engineer	SIGNATURE 		DATE 11 March 2020
CERTIFICATION OF SYSTEM RECEIVING WASTE					
I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.					
This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.					
TYPED OR PRINTED NAME John Hawkins		TITLE Mayor	SIGNATURE 		DATE 4/7/2020



TREATMENT AGREEMENT FORM

1. PROCESS DESCRIPTION					
SPECIFIC MANUFACTURING PROCESS			SIC CODES		
Hydraulic Cylinders			3593		
CONSUMPTION			PRODUCTION		
PRINCIPAL RAW MATERIAL	AMOUNT CONSUMED PER DAY		PRINCIPAL PRODUCTS	AMOUNT PRODUCED PER DAY	
Steel	2,000		Hydraulic Cylinders	50	
2. HOURLY MAXIMUM FLOW CONTRIBUTION		3. DAYS OF OPERATION PER WEEK	4. HOURS OF OPERATION DURING PEAK DAY OF OPERATION		5. RANGE OF pH-LEVEL IN CONTRIBUTION
250 GPH 0.00025 MGD		5	16		MINIMUM 6 MAXIMUM 11
6. DESCRIPTION OF PRETREATMENT PROVIDED					
None					
7. DESCRIPTION OF ANY BATCH OR PERIODIC DISCHARGES					
Mertz Engineering holds Hotsy waste in a reservoir until full and then is emptied into the City Sewer. Bay 1 and Bay 3 are continuously recirculated and emptied at the end of each month, simultaneously. Bay 1 and Bay 3 are emptied into the City Sewer and are kept at 5.5 pH. Bay 2 is a continuous overflow tank that empties into the City Sewer. All Bays and Hotsy are sourced from City Water.					
8. COMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE	MAXIMUM	WASTEWATER PARAMETER	AVERAGE	MAXIMUM
Flow (MGD)	.004	.008	Ammonia Nitrogen (lbs/day)		
BOD5 (lbs/day)			Oil and Grease (mg/l)		
Total Suspended Solids (lbs/day)					
Total Kjeldahl Nitrogen (lbs/day)					
9. INCOMPATIBLE WASTE IN CONTRIBUTION					
WASTEWATER PARAMETER	AVERAGE		MAXIMUM		
	mg/l	lbs/day	mg/l	lbs/day	
Cadmium	0.07	0.0023	0.11	0.0037	
Chromium	1.71	0.0570	2.77	0.0924	
Copper	2.07	0.0691	3.38	0.1128	
Lead	0.43	0.0143	0.69	0.0230	
Nickel	2.38	0.0794	3.98	0.1328	
Silver	0.24	0.0080	0.43	0.0143	
Zinc	1.48	0.0494	2.61	0.0871	
Cyanide	0.15	0.0050	1.2	0.0400	
TTO, Total			2.13	0.0711	



INSTRUCTIONS FOR COMPLETION OF PAGE 2

ITEM 1

- A) Enter the industry's Standard Industrial Classification Code Number (SIC Code). The 1987 edition of the "Standard Industrial Classification Manual" contains SIC code numbers and their descriptions.
- B) Specify the principal product(s) or the principal raw material(s) and the maximum quantity produced or consumed in any day. Quantities are to be reported in units of measurement found in the table "Standard Units of Measurement by SIC Code" on the next page. Other industrial SIC categories not included in the table should be listed in units of measurement normally used by the industry.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation.

ITEM 6 - Describe all pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe any occasional or intermittent discharge and include the frequency of discharges and the amount. Such discharges could upset a treatment plant because of the shock effect of a sudden change in influent loading.

ITEM 8 - Compatible Waste in Contribution means any waste parameter discharged that the receiving treatment works was designed to treat and does remove to a significant degree. Average is to represent the maximum 30-day average likely to occur in any year. Days when no discharge occurs should not be included in the average. Maximum is the maximum single-day contribution during a peak period of operation.

ITEM 9 - Incompatible Waste in Contribution means any waste not qualifying within the definition in Item 8. List all such waste parameters that are contributed in concentrations greater than that present in the raw water supply.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.



STANDARD UNITS OF MEASUREMENT BY SIC CODE

SIC CODE	CODE	UNITS OF MEASUREMENT	INDUSTRY
201; 2077	A-1	Pounds live weight killed (meatpacking in slaughterhouse or packinghouse; poultry processing)	Meat products
	A-2	Pound product (slaughtering & rendering; processing)	
	A-3	Pound raw material (rendering in offsite plant)	
202; 5143	B-1	1,000 lb. milk equivalent	Dairy products
2033; 2034; 2037; 2038	C-1	Ton raw material	Canned and preserved fruits and vegetables
204	D-1	1,000 bu. processed	Grain mill products
2061	E-1	Ton sugar cane processed	Raw cane sugar
2062	E-2	Ton raw sugar processed	Cane sugar refining
2063	E-3	Ton beets sliced	Beet sugar
2077		See SIC 201	
2084	F-1	Ton grapes pressed	Wine, brandy, and brandy spirits
	F-2	1,000 gallon wine (table wine for process season only)	
2085	F-3	1,000 bu. grain processed	Distilled liquor, except brandy
2086	F-4	1,000 standard cases	Bottled and canned soft drinks
2091; 2092	G-1	Ton raw material	Seafoods
22	H-1	1,000 lb. raw material	Textile mill products
	H-2	or 1,000 lb. product	
2421	I-1	1,000 fbm	Sawmills and planing mills
2435; 2436	I-2	1,000 ft ² on three-eighths inch basis	Veneer and plywood
2491	I-3	1,000 ft ³ treated	Wood preserving
2492	I-4	1,000 ft ² on three-fourths inch basis	Particle board
26	J-1	Ton product	Paper and allied products
2812; 2816; 2819	K-1	Ton product	Inorganic chemicals
2821; 2823; 2824; 2891; 3079	L-1	1,000 lb. product	Plastic material and synthetics industry
2822	M-1	1,000 lb. rubber produced	Synthetic rubber (vulcanizable elastomers)
283	N-1	1,000 lb. raw material	Drugs and pharmaceuticals
2481	O-1	1,000 lb. product	Soap and detergent
	O-2	or 1,000 gallon product	
2865; 2869	P-1	1,000 lb. product	Organic chemicals
2873; 2874; 2875	Q-1	1,000 ton product	Fertilizer industry
2879	R-1	1,000 lb. product	Agricultural chemicals and pesticides
2891		See SIC 2821	
2911	S-1	1,000 bbl. crude or partially refined feed stock (stream day)	Petroleum refining
3011; 3021; 3031; 3041; 3069	T-1	1,000 lb. raw material	Rubber products
3111	U-1	1,000 lb. green salted hides or pickled skins	Leather tanning and finishing
3211; 3231	V-1	1,000 ton product	Flat glass and glass products
	V-2	or 1,000 ft ² mirrored surface (for mirrored glass only)	made; purchased glass
3241	V-3	1,000 bbl. product	Hydraulic cement
327	V-4	1,000 ton product	Concrete, gypsum and plastic products
3292	V-5	1,000 ton asbestos used	Asbestos products
331	W-1	Ton dry coal	Coke making
	W-2	Ton hot metal	Blast furnaces
	W-3	Ton liquid steel	Steelworks
	W-4	Ton hot formed steel	Hot forming
	W-5	Ton processed steel	Rolling and finishing mills
332	W-6	Ton metal cast	Iron and steel foundries
333	X-1	1,000 lb. metal product	Primary smelting and refining of nonferrous metals
334	X-2	1,000 lb. metal product	Secondary smelting and refining of nonferrous metals
335	X-3	1,000 lb. metal processed	Rolling, drawing, and extruding of nonferrous metals
336	X-4	1,000 lb. metal cast	Nonferrous foundries
3465; 3711; 3714	Y-1	Unit production	Automobile manufacturing
	Y-2	or square feet	
4911; 4931	Z-1	1,000 MWh generated	Electric power services
4961	Z-1	1 million lb. steam produced	Steam supply

EXHIBITS

[INSERT PRETREATMENT FACILITIES EXHIBIT]



The above picture is the Wash Line for Mertz Engineering. There are three process section and four areas of water source. All water sources are fed from City water. The Wash Line runs intermittently and is not always run daily. The number of hours run daily are kept track of on a calendar as well as the sampling date.

Stage 1 – Labeled as “1” above. This section is the phosphate wash. Due to the construction of the Wash Line, the phosphate wash tends to slowly drain into Stage 2. For this reason, we have the Refill – labeled “R” above – container. The Refill container refills Stage 1. Stage 1 is emptied and cleaned twice per month and filled to a predetermined level. No other water is introduced into Stage 1 other than the Refill container which also has a predetermined level.

Stage 1: 180 Gallons

Frequency: 2 per month

Refill: 50 Gallons

Frequency: 1 per 1.5 hours

Stage 2 – Labeled as “2” above. This section is the rinse stage. Stage 2 is emptied each day and refilled to a predetermined level. In order to keep the rinse stage filled with clean water, a constant over-flow is created. The over-flow is on when the Wash Line is running. The over-flow has a known flow rate.

Stage 2: 170 Gallons

Over-Flow: 0.5 Gallons per Minute

Frequency: Daily

Stage 3 – Labeled as “3” above. This section is the rust inhibitor wash. Stage 3 is emptied and cleaned twice per month to be refilled to a predetermined level.

Stage 3: 60 Gallons

Frequency: 1 per month

The treatment agreement between Mertz Engineering, Iowa Department of Natural Resources and the City of Webster City states that water samples must be taken as a 24 hour composite. In order to meet this requirement, Mertz Engineering decided to calculate total and individual flow contribution to determine a single, composite sample taken once per week. The below form example is used to determine the amount of water to sample from each Stage.

Samples are taken per IDNR guidelines to get the best sample representation.

[illegible]

To determine the amount taken from each Stage, we input the number of hours the Wash Line was in use each day. Day 1 should be the day immediately after the previous sampling. The final input day will be the day of sampling. A calendar example is included below. The sheet calculates the total amount of waste water entering into the City from each source. This number changes based on the week sample is taken. Then, based on a one gallon total sample, the sheet calculates the number of cups of waste water to take from each source.

The test samples are taken from this composite sample.

September 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 6 hours	2 3 hour Sample	3 0 hour Sample	4 0 hours
5 0 hours	6 0 hours	7 0 hours	8 1 hour Sample	9 6 hours Day 1	10 0 hours Day 2	11 0 hours Day 3
12 0 hours Day 4	13 0 hours Day 5	14 1 hour Day 6	15 Day 7 6 hours Sample	16 6 hours	17 6 hours	18 0 hours
19 0 hours	20 0 hours	21 0 hours	22 6 hours	23 6 hours Sample	24 1 hour Sample	25 0 hours
26 0 hours	27 0 hours	28 6 hours	29 5 hours Sample	30 5 hours		

print-a-calendar.com



MEMORANDUM

TO: Mayor and City Council

FROM: Karyl Bonjour, City Clerk

DATE: May 15, 2023

RE: Street Closure Request – Seneca Street Saloon

SUMMARY: Request from Greg and Tami Olson, Seneca Street Saloon to close a section of Seneca Street (900 Block) from the south side of the alley south to Bank Street for Beer Garden and Live Music on July 1, 2023.

PREVIOUS COUNCIL ACTION: The current Street Closure Request Policy states Council approval is needed if request is for longer than six hours on any given date or if the closure will affect Second Street, Des Moines Street, Ohio Street or Beach Street. Street Closures for special events have been approved by Council in previous years.

BACKGROUND/DISCUSSION: Request before Council is to close section of the 900 block of Seneca Street from the south side of the alley , then south to Bank Street on July 1, 2023. The initial email request was received by the City Clerk from Greg Olson on April 28, 2023. The initial time of closure requested was from noon to midnight on July 1, 2023. A revised time of closure was received on May 10, 2023 requesting the street closure to be scheduled from noon until 2 a.m. on July 2, 2023 to allow time for those in attendance to leave and still have adequate time to tear down and clean up from the event. These email requests and a map are attached for review. The City Clerk has notified all City Departments of the request so they can prepare for their portion of services/items that may be needed for this event. All departments have replied they are in receipt of the information and have no objections to the event. At this time, they are not requesting much assistance from the City and will be taking care of the boundaries (fencing) and will also have additional kybos set up in the area to accommodate the event. The Olsons have also completed the proper licensing requirement through the Iowa Alcohol Beverage Division in amending their liquor license to add the additional temporary outdoor service requested for the event. The approval of this amendment to their current liquor license was before Council for approval in the Consent Agenda portion of this meeting.

SUMMARY: This is a request from Greg and Tami Olson, Seneca Street Saloon for a Street Closure on Seneca Street for a special event planned on July 1, 2023. They will be having a beer garden and live music and have asked to close the street to set up, hold and tear down this event.

FINANCIAL IMPLICATIONS: None at this time.

RECOMMENDATION: Approve the Street Closure Request from Greg and Tami Olson to hold a special event on July 1, 2023 on a portion of Seneca Street in front of their business, Seneca Street Saloon.



Karyl Bonjour <karyl_bonjour@webstercity.com>

Saloon Street Dance

1 message

Original request*Greg Olson** <senecastreetsaloon2020@gmail.com>

Fri, Apr 28, 2023 at 3:26 PM

To: karyl_bonjour@webstercity.com

Greg & Tami Olson on behalf of the Seneca Street Saloon, would like to request to have a beer garden and live music on Seneca Street on Saturday July 1st, 2023. The current plan is to have local live entertainment from 5-7 pm and from 7-11 pm have live music by Joe Inman. We would like to block off a section of Seneca Street from the south side of the alley south to Bank Street.

The time we would be requesting the closure is from noon to midnight on July 1st to allow for proper time to get set up and tear down before and after the event.

We will have fencing up around the perimeter of the area and provide kybos for people to use outside.

We would request the use of the picnic tables from West Twin park unless the shelter is booked for that same time. Not sure if it would be beneficial to have road closed sign for the corner of Seneca and Division during that time.

Upon approval we will work with Kreg at Foster's Insurance to make sure we have the proper coverage for insurance as well as the additional outdoor service for the liquor license.

Let me know if you need anything else from us.

Thanks,
Greg



Karyl Bonjour <karyl_bonjour@webstercity.com>

Re: Street Closure

1 message

(Revision of time of closure)

Greg Olson <senecastreetssaloon2020@gmail.com>

Wed, May 10, 2023 at 11:28 AM

To: Karyl Bonjour <karyl_bonjour@webstercity.com>

Karyl,

I have a sketch of the area that I will be dropping off shortly. As for the other items, we will not need the picnic tables, we will not need any road closed signs and as of now, I don't think we will need temporary power. We are working on getting power from the building to the exterior permanently.

Also, one other item, can we change the road closure request to end at 2 am? If the music goes until 11:00, it may be a challenge to get people moving out as well as getting everything taken down.

Kreg Foster has taken care of the liquor license part for including outdoor service.

Let me know if I have missed anything.

Thanks,
Greg

On Wed, May 3, 2023 at 12:49 PM Karyl Bonjour <karyl_bonjour@webstercity.com> wrote:

Greg and Tami,

I have your request for street closure on the May 15th Council Agenda. I wanted to share a couple of questions that have come up by the departments that we would need answers for!

In regard to picnic tables: These would need to be rented and there is a rental form that would need to be filled out and returned to Fuller Hall. I can provide this form to you if you are still interested in using the City tables. If you wish to rent these, the Parks and Rec Dept would leave them at the corner of West Twin Park for you to put in place where you want to use them and return to the same area when done with your event. They rent for \$10 per table. Contact for these would be Breanne Leshner, 515-462-7308, blesher@webstercity.com.

In regard to signage for the street closure, Brandon Bahrenfuss, Street Dept Supervisor was wondering if you will be renting road closed signage or providing that on your own? There are various fees for rental of barricades, cones, misc signage ranging from \$13 to \$21 per day. His contact number is 515-297-1620, bbahrenfuss@webstercity.com.

Also, are you planning to have a "stage" for the music or a flatbed trailer? And will you need electrical service for this? There is a fee for temporary service with existing pole (which I believe is the option you would have) of \$90. Adam Dickinson, Line Department Supervisor is the one to contact to get this arranged and maybe help you with the best location for this area.

If at all possible, I would like a sketch of the area to be closed and how it will be arranged to also submit to Council along with the request. I understand this could change between now and the date of the event for various reasons, but this is a requirement of the Iowa ABD as well.

If you have any questions, please let me know. It is not necessary for you to attend the meeting on the 15th....only if you want to be present. Thanks Greg & Tami

--

Karyl K. Bonjour
City Clerk



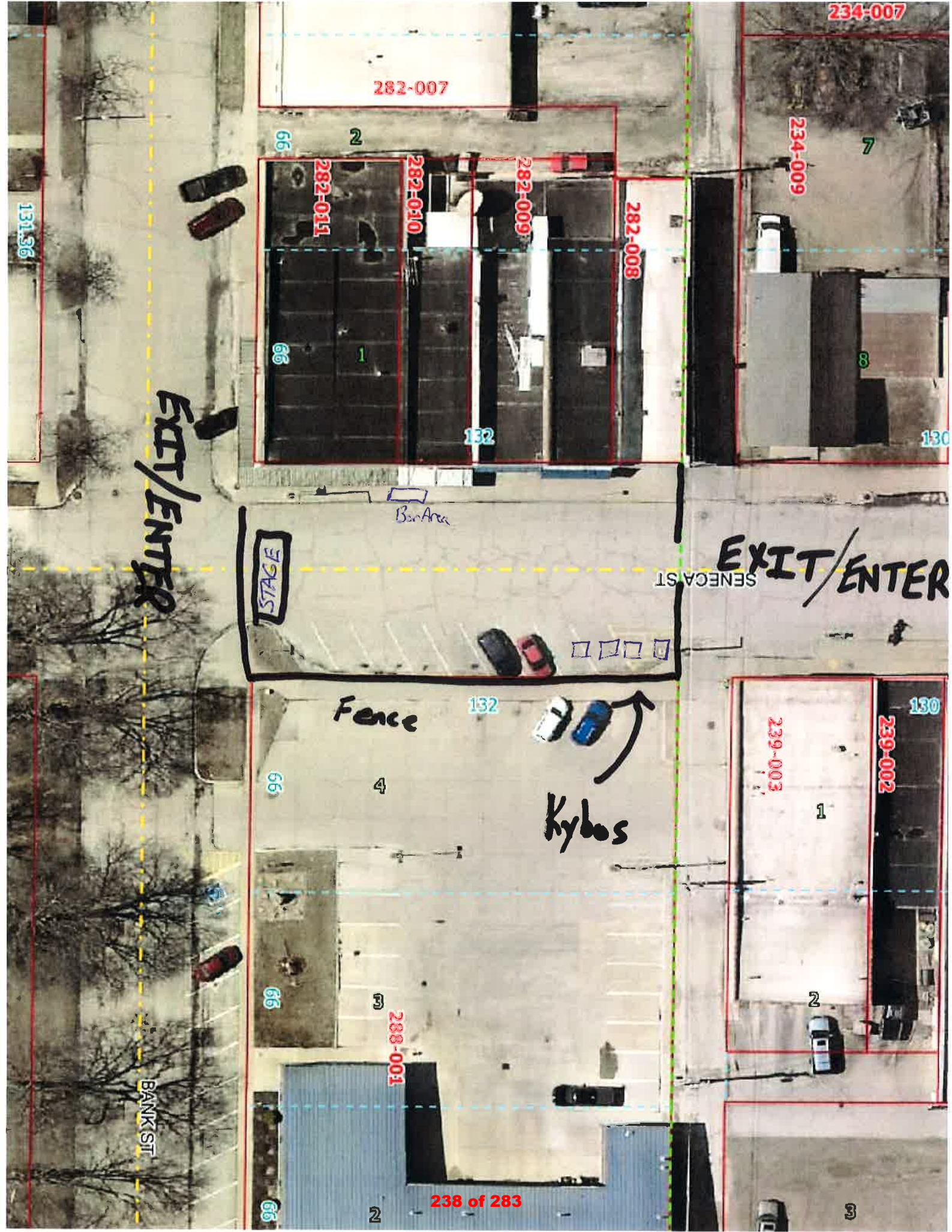
City of Webster City
400 2nd Street

P.O. Box 217
Webster City, IA 50595

Office: 515-832-9141
Email: karyl_bonjour@webstercity.com

webstercity.com

This communication and any attachments may be privileged or confidential. If you are not the intended recipient, you have received this in error and any review, distribution or copying of this communication is strictly prohibited. In such an event, please notify us immediately by reply email or by phone at 515-832-9151 and immediately delete this message and all attachments.



234-007

282-007

234-009

282-011

282-010

282-009

282-008

7

8

2

1

66

66

132

130

EXIT/ENTER

Bar Area

STAGE

SENECA ST

EXIT/ENTER

Fence

132

Kybos

4

66

1

239-003

239-002

130

3

288-001

66

2

BANK ST

238 of 283

2

3

66



MEMORANDUM

TO: Mayor and City Council

FROM: Dedra Nerland, Public Works Management Assistant
Birdiana Bishop, Assistant City Manager
Daniel Ortiz, City Manager

DATE: May 15, 2023

RE: Adopt a Resolution Authorizing City to Seek Proposals for the Delivery of Bulk Fuel and Authorizing the City Manager to Enter into an Agreement with the Lowest Responsible Bidder

SUMMARY: It is time to seek proposals for bulk fuel deliveries to the City's stand-alone fuel tanks located near the Street Department Shed. This is a routine item the City performs approximately every three years.

PREVIOUS COUNCIL ACTION: On December 7, 2020 the City entered into Fuel System Agreement and subsequent 28E Agreement with Hamilton County Public Hospital d/b/a Van Diest Medical Center to provide VDMC the option to purchase, access and use of the City's stand-alone fuel system.

BACKGROUND/DISCUSSION: Prior to November 1, 2019 each time the City needed bulk fuel, we would contact both Doolittle Oil and United Cooperative to obtain a quoted price per gallon. The low bidder would be awarded for that fill. To avoid last minute requests, (4 o'clock on a Friday afternoon), I researched for options to better the process. I inquired how the Hamilton County (Secondary Roads) handled their fuel needs at their many different shop locations.

The method used to obtain a delivered price for fuels is based on the bulk loading terminal Daily Rack Average prices as quoted by the Iowa Department of Transportation, plus a Bid Margin. I requested quotes from Doolittle Oil Company and United Cooperative based on the specification examples provided by the County. United Cooperative was the only bidder, with a \$.05 Bid Margin. United Cooperative has made this a nearly flawless process on the City's side. We have not needed to determine the blended diesel fuel ratios in the winter months, results being zero issues. In addition to providing us our fuel, they went above and beyond by installing their own fuel monitor sensors ensuring we do not run out. And with Daily Rack Average prices as quoted by the Iowa Department of Transportation, there is never a dispute of the daily price of fuel for the accounting department. Below are the amount of gallons our pumps have pumped in the 2 previous calendar years:

<u>Diesel</u>	<u>Gasoline</u>
2021 = 21,137 (Hospital 4,524)	30,312 (Hospital 2,468)
2022 = 19,511 (Hospital 4,919)	30,272 (Hospital 4,641)

FINANCIAL IMPLICATIONS: One of the largest operating expenses each department incurs is fuel. The City bills the VDMC monthly for their fuel pumped. (See attached agreement)

RECOMMENDATION: Adopt a Resolution authorizing City staff to seek proposals for delivery of bulk fuel to the City's stand-alone fuel tanks as stated on proposal form.

Below are a few recent comparisons:

Prices per Gallon	<u>5/3/2023</u>	<u>5/4/2023</u>	<u>5/5/2023</u>	<u>5/8/2023</u>	<u>5/9/2023</u>
<u>Kwik Star Commerical Accts</u>					
B20 PREMIUM #2 ULSD	3.285	3.151	3.118	3.163	3.266
B20 ULSD #2 CLEAR	3.255	3.121	3.088	3.133	3.236
<u>Kwik Star - WC Pump Price</u>					
Unleaded 87-10E					3.399
B20 PREMIUM #2 ULSD					3.839
B20 ULSD #2 CLEAR					3.689
<u>IA DOT - (COOP + \$.05/gal.)</u>					
ULS Diesel # 2	2.4417	2.3818	2.4247	2.5318	2.6057
U87E10	2.2879	2.2009	2.2362	2.2793	2.374

RESOLUTION NO. 2023-

RESOLUTION AUTHORIZING THE PUBLIC WORKS MANAGEMENT ASSISTANT TO SEEK PROPOSALS FOR THE DELIVERY OF BULK FUEL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER

WHEREAS, the City of Webster City currently has 2 stand-alone fuel tanks located at 101 E Ohio Street; and

WHEREAS, beginning November 1, 2019 the City began purchasing fuel at a per gallon rate as determined by the Iowa Department of Transportation; and

WHEREAS, by utilizing the DOT's resource of daily rack prices, the City is paying less than the average, local pump price; and

WHEREAS, the Hamilton County Public Hospital, a/k/a Van Diest Medical Center also utilizes the City's stand-alone fuel tanks as their primary fuel source; and

WHEREAS, regardless of where the supplier obtains their fuel, they will only be allowed to invoice per gallon as dictated by the Iowa Department of Transportation plus their bid margin per gallon; and

WHEREAS, the lowest bid vendor will be requested to enter into a 3-year service agreement with the City; and

WHEREAS, the City has also established a backup fuel source by opening an account with Kwik Star located at 505 Fair Meadow Drive, Webster City, Iowa; and

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

SECTION 1: Authorizes the Public Works Management Assistant to seek bid margin proposals for bulk fuel delivered to the City's stand-alone fuel tanks located at 101 E Ohio Street

SECTION 2: Authorizes the City Manager to enter into an agreement with the lowest responsible bidder.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2020-202

RESOLUTION ESTABLISHING A FUEL SYSTEM AGREEMENT AND 28E AGREEMENT BETWEEN THE CITY OF WEBSTER CITY, IOWA AND HAMILTON COUNTY PUBLIC HOSPITAL D/B/A VAN DIEST MEDICAL CENTER PERTAINING TO THE CITY'S STAND-ALONE FUEL SYSTEM.

WHEREAS, the City of Webster City, Iowa, and Hamilton County Public Hospital d/b/a Van Diest Medical Center wish to enter into a Fuel System Agreement to provide VDMC the option to purchase, access and use City's stand-alone fuel system located at 100 East Ohio Street, Webster City, Iowa, for their gasohol and diesel fuel needs; and

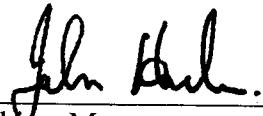
WHEREAS, the City of Webster City, Iowa, and Hamilton County Public Hospital d/b/a Van Diest Medical Center wish to establish an agreement pursuant to Iowa Code Chapter 28E, known as the City of Webster City- Hamilton County Public Hospital d/b/a Van Diest Medical Center Fuel System Agreement;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the Fuel System Agreement and subsequent 28E Agreement with Hamilton County Public Hospital d/b/a Van Diest Medical Center.

BE IT FURTHER RESOLVED that said Fuel System Agreement and said 28E Agreement is hereby approved upon being executed by both parties.

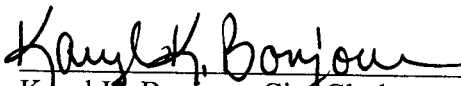
Passed and adopted this 7th day of December, 2020.

CITY OF WEBSTER CITY, IOWA



John Hawkins, Mayor

ATTEST:



Karyl K. Bonjour, City Clerk

FUEL SYSTEM AGREEMENT

THIS AGREEMENT is entered into this 21st day of November, 2020, by and between the City of Webster City, Iowa, an Iowa Municipal Corporation ("City") whose principal place of business, for the purpose of this Agreement, is 400 Second Street, Webster City, Iowa, 50595, and Hamilton County Public Hospital d/b/a Van Diest Medical Center ("VDMC"), whose principal place of business, for the purpose of this Agreement, is 2350 Hospital Drive, Webster City, Iowa, 50595.

WHEREAS, City owns a stand-alone fuel system located at 100 East Ohio Street, Webster City, Iowa, wherein they have storage and access to both gasohol and diesel fuel for use by the City for their equipment; and

WHEREAS, VDMC wishes to have access and use of City's stand-alone fuel system for their gasohol and diesel fuel needs; and

WHEREAS, the parties have reached an agreement regarding VDMC's access and use of City's stand-alone fuel system located at 100 Ohio Street East, Webster City, Iowa, and desire to memorialize their agreement and understandings regarding such; and

WHEREAS, this Agreement has no effect on any other agreements entered into between City and VDMC, now or into the future.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Access and Use of Stand-alone Fuel System. VDMC shall have 24/7 access and use of the City's stand-alone fuel system located at 100 East Ohio Street, Webster City, Iowa, for their gasohol and diesel fuel needs, subject to the terms outlined herein.

2. Fuel and System Expenses. In consideration for their access and use of said fuel system, VDMC agrees to pay City ten cents (\$0.10) per gallon of gasohol and/or diesel fuel over what the City is charged and/or invoiced by the gasohol and/or diesel fuel supplier for VDMC's usage. This additional ten cents (\$0.10) per gallon additional charge is to cover the City's administrative, setup, maintenance of accounts, and invoicing for VDMC's use. In addition, VDMC agrees to pay a one-time payment of \$1,909.99 to the City for their share of the total cost of the new equipment required to be installed as part of this Agreement. Further, VDMC agrees to pay an annual payment to the City for their twenty percent (20%) share of the total annual costs of the CloudBox Software subscription required to be used as part of this Agreement. Finally, VDMC agrees to pay the City for twenty percent (20%) of any and all repair, maintenance and/or service charges needed to keep said Fuel System in working order, not to exceed three thousand dollars (\$3,000.00) in any one calendar year. All charges shall be invoiced by the City to VDMC monthly and VDMC shall have thirty (30) days to pay said invoice.

3. Rights to Software and Equipment. City shall retain all ownership and administrative rights to any and all equipment, systems and software and VDMC herein makes no claim to such.

4. Temporary Maintenance. Should the fuel system or any of its components or software temporarily fail to operate and/or need to be temporarily shut down for routine or otherwise maintenance, the City will notify VDMC, through their contact person below, of said temporary maintenance or failure to operate and will also notify VDMC when said problems and/or maintenance has been completed/resolved. City shall not be liable to VDMC for any expenses and/or costs associated with said maintenance or shut downs.

5. VDMC Expenses. VDMC shall be responsible for any and all separate expenses incurred by them for access and use of said fuel system under this Agreement and will make no claim to City for any of their expenses outside of those provided in this Agreement. VDMC shall also be responsible for any and all applicable taxes or insurance associated to their access and/or use of the City's fuel system.

6. Liability for Damage. VDMC shall be liable for all personal or property damage caused by VDMC (or their agents, employees, etc) to the City's fuel system and or software while carrying out any terms under this Agreement.

7. Indemnification. VDMC shall indemnify, defend and hold harmless City from all claims, demands, causes of action, losses, damages, fines, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from any personal injury, property damage, or any other civil matters, that may arise as a result of VDMC, its employees, agents and/or representatives' negligence, material breach of this Agreement, willful misconduct, or violation of applicable laws and regulations. City shall indemnify, defend and hold harmless VDMC from all claims, demands, causes of action, losses, damages, fines, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from any personal injury, property damage, or any other civil matters, that may arise as a result of City, its employees, agents and/or representatives' negligence, material breach of this Agreement, willful misconduct, or violation of applicable laws and regulations.

8. Agreement Term. This Agreement shall be for a term of one (1) year effective the date of execution of this Agreement. However, this Agreement can be terminated by either party at any time Agreement by providing the other party with thirty (30) days written notice. If this Agreement is terminated by either party, VDMC shall be responsible for any and all costs attributed to them pursuant to this Agreement prior to the date of termination. This agreement shall auto renew for subsequent one (1) year time periods, subject still to the right to terminate by either party by providing the other party with thirty (30) days written notice.

9. No Partnership. This Agreement does not create a partnership relationship. VDMC does not have authority to enter into any contracts on City's behalf.

10. Assignment and Delegation. VDMC shall not assign any rights or delegate any duties under this Agreement to any third party without City's prior written approval.

11. Entire Agreement. This Agreement contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither has made any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges that they have relied on their own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either to the other prior to the date of executing this Agreement are of no effect and that neither has relied on such representations in connection with their dealings with the other.

12. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

13. Effect of Partial Invalidity. The validity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the holding of the invalid provision.


14. Governing Law. This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.

15. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. Section Headings. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aide in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto sign and execute this Agreement on the date above-noted.

CITY OF WEBSTER CITY, IOWA



John Hawkins, Mayor

ATTEST

Kary Bonjour
Kary Bonjour, City Clerk

**HAMILTON COUNTY PUBLIC HOSPITAL D/B/A
VAN DIEST MEDICAL CENTER**

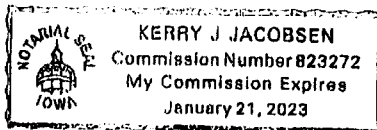
Alice Heinrichs

By: Alice Heinrichs

Title: CFO

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 30 day of November 2020, before me, the undersigned a Notary Public in and for the said State, personally appeared Alice Heinrichs, to me personally known, who being by me duly sworn, did say that they are the CFO of Hamilton County Public Hospital d/b/a Van Diest Medical Center; that (a) no seal has been procured by said Corporation, and that the said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said Alice Heinrichs, as such Officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.



Kerry Jacobsen
Notary Public in and for the State of Iowa.

A 28E AGREEMENT BETWEEN THE CITY OF WEBSTER CITY, IOWA AND HAMILTON COUNTY PUBLIC HOSPITAL D/B/A VAN DIEST MEDICAL CENTER PERTAINING TO THE FUEL SYSTEM AGREEMENT.

WHEREAS, the City of Webster City, Iowa ("City") is a municipal corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, Hamilton County Public Hospital d/b/a Van Diest Medical Center ("VDMC") is a public hospital duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, both the City and VDMC wish to enter into a Fuel System Agreement to provide VDMC the option to purchase, access and use City's stand-alone fuel system located at 100 East Ohio Street, Webster City, Iowa, for their gasohol and diesel fuel needs; and

WHEREAS, the City and VDMC (collectively referred to as "parties") desire to work cooperatively to jointly participate in such agreement pursuant to the terms set forth herein.

THEREFORE, BE IT HEREBY RESOLVED in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth obligations and responsibilities of the parties in connection with VDMC's option to purchase, access and use City's stand-alone fuel system located at 100 East Ohio Street, Webster City, Iowa, for their gasohol and diesel fuel needs.
2. **Term of this Agreement.** This Agreement shall be for a term of one (1) year effective the date of execution of this Agreement. However, this Agreement can be terminated by either party at any time Agreement by providing the other party with thirty (30) days written notice. If this Agreement is terminated by either party, VDMC shall be responsible for any and all costs attributed to them pursuant to this Agreement prior to the date of termination. This agreement shall auto renew for subsequent one (1) year time periods, subject still to the right to terminate by either party by providing the other party with thirty (30) days written notice.

3. **Responsibilities.**

- a. **City of Webster City Responsibilities.** The City will pay all invoices received from any third-party associated with said Fuel System Agreement, subject to the reimbursement from VDMC for their portion of said cost as outlined said Agreement. The City will provide VDMC with all reimbursement requests, as outlined in said Agreement. The City will coordinate with such needed third-parties for all needed repairs to any equipment and/or software that may arise.
 - b. **Hamilton County Responsibilities.** VDMC will reimburse the City for their portion of the costs as outlined in said Fuel System Agreement. VDMC will cooperate with the City as it relates to any needed repairs to any equipment and/or software that may arise.
4. **Expenses and Request for Reimbursements.** VDMC agrees to pay City ten cents (\$0.10) per gallon of gasohol and/or diesel fuel over what the City is charged and/or invoiced by the gasohol and/or diesel fuel supplier for VDMC's usage. This additional ten cents (\$0.10) per gallon additional charge is to cover the City's administrative, setup, maintenance of accounts, and invoicing for VDMC's use. In addition, VDMC agrees to pay a one-time payment of \$1,909.99 to the City for their share of the total cost of the new equipment required to be installed as part of this Agreement. Further, VDMC agrees to pay an annual payment to the City for their twenty percent (20%) share of the total annual costs of the CloudBox Software subscription required to be used as part of this Agreement. Finally, VDMC agrees to pay the City for twenty percent (20%) of any and all repair, maintenance and/or service charges needed to keep said Fuel System in working order, not to exceed three thousand dollars (\$3,000.00) in any one calendar year. All charges shall be invoiced by the City to VDMC monthly and VDMC shall have thirty (30) days to pay said invoice.
5. **Point of Contacts.** The City Clerk shall be the primary point of contact for the City, and the Chief Financial Officer shall be the primary point of contact for VDMC.
6. **Effective Date.** This Agreement shall become effective upon the signatures being affixed to this document and shall continue until the Fuel System Agreement expires and/or is terminated pursuant to the terms outlined therein.
7. **Notices.** All notices which the parties are authorized or required to provide one another shall be in writing and delivered to the following addresses:
- a. City: City Clerk, City of Webster City, 400 2nd Street, Webster City, IA 50595
 - b. VDMC: Chief Financial Officer, Van Diest Medical Center, 2350 Hospital Drive, Webster City, IA 50595

8. **Severability.** If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole, nor shall such finding be held to affect any other section, provision, or part thereof which is not found to be invalid or unconstitutional.
9. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.
10. **Entire Agreement.** This Agreement contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither has made any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges he/it has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either to the other prior to the date of executing this Agreement are of no effect and that neither has relied on such representations in connection with his or its dealings with the other.
11. **Governing Law.** This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.
12. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
13. **Section Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aide in the interpretation of the provisions of this Agreement.

WITNESS THEREOF, the parties hereto have set their hands for the purpose herein expressed.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

12-07-2020
Date

CITY OF WEBSTER/CITY, IOWA

John Hawkins
John Hawkins, Mayor

ATTEST

Karyl H. Bonjour
Karyl Bonjour, City Clerk

HAMILTON COUNTY PUBLIC HOSPITAL D/B/A
VAN DIEST MEDICAL CENTER

By: _____

Title: _____

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this _____ day of _____ 2020, before me, the undersigned a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that they are the _____ of Hamilton County Public Hospital d/b/a Van Diest Medical Center; that (a) no seal has been procured by said Corporation, and that the said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said _____, as such Officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa.

CHAPTER 214A

MOTOR FUEL

Referred to in [§323.1](#), [323.4A](#), [452A.31](#)

SUBCHAPTER I		214A.20	Limitation on liability.
GENERAL			Transferred to §214A.25; 2022 Acts, ch 1067, §22.
214A.1	Definitions.		
214A.1A	Administration and enforcement.		
214A.2	Standards and classifications.		
214A.2A	Kerosene.		
214A.2B	Laboratory for motor fuel and biofuels.	214A.21	Advertising.
214A.2C	Auditing programs.	214A.22	Department inspection — samples tested.
214A.3	Advertising. Transferred to §214A.21; 2022 Acts, ch 1067, §22.	214A.23	Prohibition.
214A.4	Intrastate shipments.	214A.24	Demonstration grants authorized.
214A.5	Documentation.	214A.25	Limitation on liability.
214A.6	Department tests — fee. Repealed by 2005 Acts, ch 159, §2.	214A.26	through 214A.30 Reserved.
214A.7	Department inspection — samples tested. Transferred to §214A.22; 2022 Acts, ch 1067, §22.		
214A.8	Prohibition. Transferred to §214A.23; 2022 Acts, ch 1067, §22.	214A.31	E-15 access standard — establishment.
214A.9	Poster showing analysis. Repealed by 2013 Acts, ch 15, §9.	214A.32	E-15 access standard — retail dealer compliance.
214A.10	Transfer pipes.	214A.33	Suspension of E-15 access standard by order issued by governor.
214A.11	Penalties.	214A.34	Waiver of E-15 access standard by order issued by secretary of agriculture — E-15 unavailability.
214A.12	Industrial petroleum — permits.		
214A.13	Chemists — employment of.	214A.35	Waiver of alternative E-15 access standard by order issued by secretary of agriculture — E-15 incompatible infrastructure.
214A.14	Appropriation.	214A.36	Exemption from E-15 access standard for small retail motor fuel sites — by order issued by secretary of agriculture.
214A.15	Gasoline receptacles. Repealed by 2021 Acts, ch 149, §17.	214A.37	Disciplinary action.
214A.16	Notice of renewable fuel — decal.		
214A.17	Documentation in transactions.		
214A.18	MTBE prohibition.		
214A.19	Demonstration grants authorized. Transferred to §214A.24; 2022 Acts, ch 1067, §22.		

SUBCHAPTER I

GENERAL

214A.1 Definitions.

The following definitions shall apply to the various terms used in [this chapter](#):

1. “Advertise” means to present a commercial message in any medium, including but not limited to print, radio, television, sign, display, label, tag, or articulation.
2. “ASTM *international*” means the American society for testing and materials international.
3. “B-20 *biodiesel fuel*” or “B-20” means a classification of biodiesel blended fuel formulated with a percentage of twenty percent by volume of biodiesel, if the formulation meets the standards provided in [section 214A.2](#).
4. “Biobutanol” means isobutyl or n-butyl alcohol that is to be blended with gasoline if it meets the standards provided in [section 214A.2](#).
5. “Biobutanol blended gasoline” means a formulation of gasoline which is a liquid

petroleum product blended with biobutanol, if the formulation meets the standards provided in [section 214A.2](#).

6. “*Biodiesel*” means a renewable fuel comprised of mono-alkyl esters of long-chain fatty acids derived from vegetable oils or animal fats, which is manufactured by the use of a transesterification reaction, and which meets the standards provided in [section 214A.2](#).

7. “*Biodiesel blended fuel*” means a blend of biodiesel with petroleum-based diesel fuel which meets the standards, including separately the standard for its biodiesel component, provided in [section 214A.2](#).

8. “*Biodiesel fuel*” means biodiesel or biodiesel blended fuel.

9. “*Biofuel*” means ethanol, biobutanol, or biodiesel.

10. “*Dealer*” means a wholesale dealer or retail dealer.

11. “*Department*” means the department of agriculture and land stewardship.

12. “*Determination period*” means any twelve-month period beginning on January 1 and ending on December 31 in which a retail dealer who owns or operates a retail motor fuel site sells and dispenses gasoline or diesel fuel from that retail motor fuel site as calculated by the department of revenue in [chapter 452A, subchapter II](#).

13. “*Diesel fuel*” means any liquid, other than gasoline, which is suitable for use as a fuel in a diesel fuel powered engine, including but not limited to a motor vehicle, equipment as defined in [section 322F.1](#), or a train. Diesel fuel includes a liquid product prepared, advertised, offered for sale, or sold for use as, or commonly and commercially used as, motor fuel for use in an internal combustion engine and ignited by pressure without the presence of an electric spark. Diesel fuel must meet the standards provided in [section 214A.2](#).

14. “*Distributor*” means the same as defined in [section 452A.2](#).

15. “*E-15 gasoline*” or “*E-15*” means a classification of ethanol blended gasoline formulated with a percentage of fifteen percent by volume of ethanol, if the formulation meets the standards provided in [section 214A.2](#).

16. “*E-85 gasoline*” or “*E-85*” means ethanol blended gasoline formulated with a percentage of between sixty-eight and eighty-three percent by volume of ethanol, if the formulation excludes a denaturant, and which meets the standards provided in [section 214A.2](#).

17. “*Ethanol*” means ethyl alcohol that is to be blended with gasoline if it meets the standards provided in [section 214A.2](#).

18. “*Ethanol blended gasoline*” means a formulation of gasoline which is a liquid petroleum product blended with ethanol, if the formulation meets the standards provided in [section 214A.2](#).

19. “*Gasoline*” means any liquid product prepared, advertised, offered for sale or sold for use as, or commonly and commercially used as, motor fuel for use in a spark-ignition, internal combustion engine, and which meets the specifications provided in [section 214A.2](#).

20. “*Gasoline dispenser*” means a type of motor fuel dispenser that is part of gasoline storage and dispensing infrastructure.

21. “*Gasoline storage and dispensing infrastructure*” or “*gasoline infrastructure*” means motor fuel storage and dispensing infrastructure used to do any of the following:

a. Store and dispense gasoline, including ethanol blended gasoline or biobutanol blended gasoline.

b. Store, blend, and dispense gasoline, including ethanol blended gasoline or biobutanol blended gasoline.

22. “*Gasoline storage tank*” means a type of motor fuel storage tank used to store an accumulation of gasoline.

23. “*Marketer*” means a dealer, distributor, nonrefiner biofuel manufacturer, or supplier.

24. “*Motor fuel*” means a substance or combination of substances which is intended to be or is capable of being used for the purpose of operating an internal combustion engine, including but not limited to a motor vehicle, and is kept for sale or sold for that purpose.

25. “*Motor fuel dispenser*” or “*dispenser*” means the same as defined in [section 214.1](#).

26. “*Motor fuel pump*” and “*motor fuel blender pump*” or “*blender pump*” means the same as defined in [section 214.1](#).

27. “Motor fuel storage and dispensing infrastructure” or “infrastructure” means the same as defined in [section 214.1](#).

28. “Motor fuel storage tank” means the same as defined in [section 214.1](#).

29. “MTBE” means methyl tertiary butyl ether.

30. “Nonrefiner biofuel manufacturer” means the same as defined in [section 452A.2](#).

31. “Oxygenate” means oxygen-containing compounds, including but not limited to alcohols, ethers, or ethanol.

32. “Pipeline company” means the same as defined in [section 479B.2](#).

33. “Refiner” means a person engaged in the refining of crude oil to produce motor fuel, and includes any affiliate of such person.

34. “Renewable fuel” means a combustible liquid derived from grain starch, oilseed, animal fat, or other biomass; or produced from a biogas source, including any nonfossilized decaying organic matter which is capable of powering machinery, including but not limited to an engine or power plant. Renewable fuel includes but is not limited to biofuel, ethanol blended gasoline, biobutanol blended gasoline, or biodiesel blended fuel meeting the standards provided in [section 214A.2](#).

35. “Retail dealer” means a person engaged in the business of storing and dispensing motor fuel from a motor fuel pump for sale on a retail basis, regardless of whether the motor fuel pump is located at a retail motor fuel site including a permanent or mobile location.

36. “Retail motor fuel site” means a geographic location in this state where a retail dealer sells and dispenses motor fuel on a retail basis.

37. “Sell” means to sell or to offer for sale.

38. “Standard ethanol blended gasoline” means ethanol blended gasoline for use in gasoline-powered vehicles not required to be flexible fuel vehicles, that meets the requirements of [section 214A.2](#).

39. “Supplier” means the same as defined in [section 452A.2](#).

40. “Terminal” means the same as defined in [section 452A.2](#).

41. “Terminal operator” means the same as defined in [section 452A.2](#).

42. “Terminal owner” means the same as defined in [section 452A.2](#).

43. “Unleaded gasoline” means gasoline, including ethanol blended gasoline or biobutanol blended gasoline, if all of the following applies:

- a. It has an octane number of not less than eighty-seven as provided in [section 214A.2](#).
- b. Lead or phosphorus compounds have not been intentionally added to it.
- c. It does not contain more than thirteen thousandths grams of lead per liter and not more than thirteen ten-thousandths grams of phosphorus per liter.

44. “Wholesale dealer” means a person, other than a retail dealer, who operates a place of business where motor fuel is stored and dispensed for sale in this state, including a permanent or mobile location.

[C31, 35, §5093-d1; C39, §5095.01; C46, 50, 54, 58, 62, 66, 71, §323.1; C73, 75, 77, 79, 81, §214A.1]

85 Acts, ch 76, §1; 86 Acts, ch 1146, §1; 86 Acts, ch 1245, §644; 89 Acts, ch 75, §1; 2000 Acts, ch 1224, §27; 2004 Acts, ch 1086, §106; 2006 Acts, ch 1142, §3–5, 83; 2008 Acts, ch 1169, §14–16, 30; 2010 Acts, ch 1031, §245, 246; 2013 Acts, ch 15, §3; 2013 Acts, ch 90, §40; 2013 Acts, ch 127, §2; 2014 Acts, ch 1104, §6–8; 2015 Acts, ch 103, §20; 2019 Acts, ch 128, §6; 2022 Acts, ch 1067, §14; 2022 Acts, ch 1152, §12

Referred to in §8A.360, 159A.2, 159A.3, 159A.11, 203.1, 214.1, 260C.19A, 279.34, 307.20, 323.1, 323A.1, 331.908, 364.20, 422.110, 422.11P, 422.11Y, 423.3, 452A.2, 452A.6, 452A.32, 455G.30, 714.7D

Further definitions, see §189.1

Section amended and editorially internally renumbered

214A.1A Administration and enforcement.

1. [This chapter](#) shall be administered and enforced by the department which may adopt rules under [chapter 17A](#) to carry out the provisions of [this chapter](#).

2. The department may adopt rules necessary to administer and enforce [this chapter](#) in conjunction with [chapter 214](#).

2022 Acts, ch 1067, §15

Referred to in §214A.37

NEW section

214A.2 Standards and classifications.

1. *a.* The department shall adopt rules establishing departmental standards relating to motor fuels and motor fuel components.

b. In the interest of uniformity, the department shall adopt by reference in part or in whole, as some of its departmental standards described in paragraph “*a*”, applicable specifications adopted by ASTM international and applicable requirements established by the United States environmental protection agency.

2. Octane number shall conform to the average of values obtained from the ASTM international D2699 research method and the ASTM international D2700 motor method.

a. Octane number for regular grade unleaded gasoline shall follow the specifications of ASTM international but shall not be less than eighty-seven.

b. Octane number for premium grade unleaded gasoline shall follow the specifications of ASTM international but shall not be less than ninety-one.

3. *a.* For motor fuel advertised for sale or sold as gasoline by a dealer, the motor fuel must meet requirements for that type of motor fuel and its additives established by the United States environmental protection agency including as provided under 42 U.S.C. §7545.

b. If the motor fuel is advertised for sale or sold as ethanol blended gasoline, the motor fuel must meet departmental standards including as follows:

(1) Ethanol must be an agriculturally derived ethyl alcohol that meets departmental standards based in part or in whole on ASTM international specification D4806 for denatured fuel ethanol for blending with gasoline for use as automotive spark-ignition engine fuel, or a successor ASTM international specification, established by rule.

(2) Gasoline blended with ethanol must meet departmental standards based in part or in whole on ASTM international specification D4814, or a successor ASTM international specification, established by rule.

(3) (a) For ethanol blended gasoline, at least nine percent by volume must be fuel grade ethanol.

(b) For the period beginning on September 16 and ending on May 31 of each year, the state grants a waiver of one pound per square inch from the ASTM international D4814 specification for Reid vapor pressure, or a successor ASTM international specification, established by rule.

(4) For standard ethanol blended gasoline, it must be ethanol blended gasoline classified as any of the following:

(a) From E-9 up to but not higher than E-15, if the ethanol blended gasoline meets the departmental standards for that classification as otherwise provided in this paragraph “*b*”.

(b) Higher than E-15 but not E-85 gasoline, if the classification is authorized by the department pursuant to approval for the use of that classification of ethanol blended gasoline in this state by the United States environmental protection agency, by granting a waiver or the adoption of regulations.

(5) E-85 gasoline must be an agriculturally derived ethyl alcohol that meets departmental standards based in part or in whole on ASTM international specification D5798, described as a fuel blend for use in ground vehicles with automotive spark-ignition engines, or a successor ASTM international specification, established by rule.

c. If the motor fuel is advertised for sale or sold as biobutanol blended gasoline, the motor fuel must meet departmental standards as follows:

(1) Biobutanol must be an agriculturally derived isobutyl or n-butyl alcohol that meets ASTM international specification D7862 for butanol for blending with gasoline for use as automotive spark-ignition engine fuel, or a successor ASTM international specification, established by rule.

(2) Gasoline blended with biobutanol must meet departmental standards based in part or in whole on ASTM international specification D4814, or a successor ASTM international specification, established by rule.

4. *a.* For motor fuel advertised for sale or sold as diesel fuel by a dealer, the motor fuel must meet requirements for that type of motor fuel and its additives established by the United States environmental protection agency including as provided under 42 U.S.C. §7545.

b. If the motor fuel is advertised for sale or sold as biodiesel or biodiesel blended fuel,

the motor fuel must meet departmental standards based in part or in whole on specifications adopted by ASTM international for biodiesel or biodiesel blended fuel, to every extent applicable, as determined by the department, subject to the following:

(1) Biodiesel must meet departmental standards based in whole or in part on ASTM international specification D6751, or a successor ASTM international specification, established by rule. The specification shall apply to biodiesel before it leaves its place of manufacture.

(2) At least five percent of biodiesel blended fuel by volume must be biodiesel.

(3) The biodiesel may be blended with diesel fuel whose sulfur, aromatic, lubricity, and cetane levels do not comply with ASTM international specification D975 grades 1-D or 2-D, low sulfur 1-D or 2-D, or ultra-low sulfur grades 1-D or 2-D, provided that the finished biodiesel blended fuel meets departmental standards as required in subparagraph (1).

(4) Biodiesel blended fuel classified as B-6 or higher but not higher than B-20 must meet departmental standards based in whole or in part on ASTM international specification D7467, or a successor ASTM international specification, established by rule.

(5) (a) Biodiesel blended fuel classified as higher than B-20 must conform to standards adopted by the department.

(b) The rules adopted by the department of agriculture and land stewardship establishing standards for biodiesel blended fuel classified as higher than B-20 shall take effect not earlier than sixty days after the date of filing in accordance with [section 17A.5, subsection 2](#), paragraph “a”. The department of agriculture and land stewardship shall notify the legislative services agency, the governor, the department of natural resources, and the department of revenue of the effective date of the rules at least thirty days prior to the effective date of the rules.

5. Motor fuel shall be classified as follows:

a. (1) Ethanol shall be classified as E-100.

(2) Ethanol blended gasoline formulated with a percentage of between sixty-eight and eighty-three percent by volume of ethanol shall be classified as E-85.

(3) Ethanol blended gasoline, other than ethanol blended gasoline classified as E-85, shall be classified as E-xx where “xx” is the volume percent of ethanol in the ethanol blended gasoline.

b. (1) Biobutanol shall be classified as Bu-100.

(2) Biobutanol blended gasoline shall be classified as Bu-xx where “xx” is the volume percent of biobutanol in the biobutanol blended gasoline.

c. (1) Biodiesel shall be classified as B-100.

(2) Biodiesel blended fuel shall be classified as B-xx where “xx” is the volume percent of biodiesel.

6. Motor fuel shall not contain more than trace amounts of MTBE, as provided in [section 214A.18](#).

[C31, 35, §5093-d2; C39, §5095.02; C46, 50, 54, 58, 62, 66, 71, §323.2; C73, 75, 77, 79, 81, §214A.2; 82 Acts, ch 1131, §1, ch 1170, §1]

84 Acts, ch 1083, §1; 85 Acts, ch 76, §2 – 5; 85 Acts, ch 195, §23; 89 Acts, ch 75, §2; 90 Acts, ch 1252, §14; 91 Acts, ch 87, §1; 2000 Acts, ch 1224, §28; 2003 Acts, ch 167, §1, 4; 2004 Acts, ch 1086, §106; 2006 Acts, ch 1142, §6 – 8, 83; 2006 Acts, ch 1175, §8, 23; 2008 Acts, ch 1169, §17, 18, 30; 2009 Acts, ch 41, §263; 2009 Acts, ch 179, §118; 2010 Acts, ch 1031, §247; 2011 Acts, ch 113, §1; 2013 Acts, ch 15, §4 – 6; 2014 Acts, ch 1104, §9 – 11; 2015 Acts, ch 103, §21; 2022 Acts, ch 1067, §16, 17; 2022 Acts, ch 1152, §14

Referred to in §8A.360, 8A.360A, 159A.12, 214A.1, 214A.2B, 214A.4, 214A.5, 214A.21, 214A.22, 214A.23, 214A.25, 216B.3, 260C.19A, 262.25A, 307.21, 323.1, 422.110, 422.11P, 422.11Y, 423.4, 452A.2A, 452A.12, 455G.2A, 455G.31, 904.312A

See Code editor's note on simple harmonization at the beginning of this Code volume

Section amended

214A.2A Kerosene.

1. Fuel which is sold or is kept, offered, or exposed for sale as kerosene shall be labeled as kerosene. The label shall include the word “kerosene” or the designation “K1 kerosene”, and shall indicate that the kerosene is in compliance with the standard specification adopted

by ASTM international specification D3699, or a successor ASTM international specification, established by rules adopted by the department.

2. A product commonly known as kerosene and a distillate or a petroleum product of lower gravity (Baume scale), when not used to propel a motor vehicle or for compounding or combining with a motor fuel, are exempt from [this chapter](#) except as provided in [this section](#).

[86 Acts, ch 1146, §2; 2006 Acts, ch 1142, §9; 2021 Acts, ch 149, §16; 2022 Acts, ch 1152, §15](#)

Subsection 1 amended

214A.2B Laboratory for motor fuel and biofuels.

A laboratory for motor fuel and biofuels is established at a community college which is engaged in biofuels testing on July 1, 2007, and which testing includes but is not limited to B-20 biodiesel fuel testing for motor trucks and the ability of biofuels to meet ASTM international standards. The laboratory shall conduct testing of motor fuel sold in this state and biofuel which is blended in motor fuel in this state to ensure that the motor fuel or biofuels meet the requirements in [section 214A.2](#).

[2007 Acts, ch 215, §97; 2008 Acts, ch 1032, §35, 108; 2008 Acts, ch 1169, §19, 30; 2022 Acts, ch 1152, §16](#)

Section amended

214A.2C Auditing programs.

The department shall establish and administer programs for the auditing of motor fuel including biofuel processing and production plants, for screening and testing motor fuel, including renewable fuel, and for the inspection of motor fuel sold by dealers, including retail dealers who sell and dispense motor fuel from motor fuel pumps.

[2019 Acts, ch 131, §32](#)

214A.3 Advertising. Transferred to §214A.21; 2022 Acts, ch 1067, §22.

214A.4 Intrastate shipments.

A wholesale dealer or retail dealer shall not receive or sell or hold for sale, within this state, any motor fuel or oxygenate for which specifications are prescribed in [this chapter](#), unless the dealer first secures from the refiner or producer of the motor fuel or oxygenate, a statement, verified by the oath of a competent chemist employed by or representing the refiner or producer, showing the true standards and tests of the motor fuel or oxygenate, obtained by the methods referred to in [section 214A.2](#). The verified tests are required and must accompany the bill of lading or shipping documents representing the shipment of the motor fuel or oxygenate into this state before the shipment can be received and unloaded.

[C31, 35, §5093-d4; C39, §5095.04; C46, 50, 54, 58, 62, 66, 71, §323.4; C73, 75, 77, 79, 81, §214A.4]

[89 Acts, ch 75, §4; 2006 Acts, ch 1142, §83](#)

214A.5 Documentation.

1. A wholesale dealer or retail dealer shall, when making a sale of motor fuel, give to a purchaser upon demand a sales slip.

2. A wholesale dealer selling ethanol blended gasoline, biobutanol blended gasoline, or biodiesel blended fuel to a purchaser shall provide the purchaser with a statement indicating its classification as provided in [section 214A.2](#). The statement may be on the sales slip provided in [this section](#) or a similar document, including but not limited to a bill of lading or invoice.

[C31, 35, §5093-d5; C39, §5095.05; C46, 50, 54, 58, 62, 66, 71, §323.5; C73, 75, 77, 79, 81, §214A.5]

[89 Acts, ch 75, §5; 2006 Acts, ch 1142, §11, 83; 2006 Acts, ch 1175, §18, 23; 2009 Acts, ch 179, §120; 2014 Acts, ch 1104, §13; 2022 Acts, ch 1152, §18](#)

Subsection 2 amended

214A.6 Department tests — fee. Repealed by [2005 Acts, ch 159, §2](#).

214A.7 Department inspection — samples tested. Transferred to §214A.22; 2022 Acts, ch 1067, §22.

214A.8 Prohibition. Transferred to §214A.23; 2022 Acts, ch 1067, §22.

214A.9 Poster showing analysis. Repealed by 2013 Acts, ch 15, §9.

214A.10 Transfer pipes.

A wholesale dealer, retail dealer, or other person shall not, within this state, use the same pipeline for transferring motor fuel, including gasoline, or oxygenate from one container to another, if the pipeline is used for transferring kerosene or other flammable product used for open flame illuminating or heating purposes.

[C31, 35, §5093-d10; C39, §5095.10; C46, 50, 54, 58, 62, 66, 71, §323.10; C73, 75, 77, 79, 81, §214A.10]

89 Acts, ch 75, §9; 92 Acts, ch 1163, §48; 2006 Acts, ch 1142, §83

214A.11 Penalties.

1. Except as otherwise provided in [subsection 3](#), a person who violates a provision of [this chapter](#) is guilty of a serious misdemeanor or is subject to an alternative civil enforcement action under [subsection 2](#). Each day that a continuing violation occurs shall be considered a separate offense.

2. The state may proceed against a person who violates [this chapter](#) by initiating an alternative civil enforcement action in lieu of a prosecution. The alternative civil enforcement action may be brought against the person as a contested case proceeding by the department under [chapter 17A](#) or as a civil judicial proceeding by the attorney general upon referral by the department. The department may impose, assess, and collect the civil penalty. The civil penalty shall be for at least one hundred dollars but not more than one thousand dollars for each violation. Each day that a continuing violation occurs shall be considered a separate offense.

a. Except as provided in paragraph “b”, the state is precluded from prosecuting a violation pursuant to [subsection 1](#) if the state is a party in the alternative civil enforcement action, the department has made a final decision in the contested case proceeding, or a court has entered a final judgment.

b. If a party to an alternative civil enforcement action fails to pay the civil penalty to the department within thirty days after the party has exhausted the party’s administrative remedies and the party has not sought judicial review in accordance with [section 17A.19](#), the department may order that its final decision be vacated. When the department’s final decision is vacated, the state may initiate a criminal prosecution, but shall be precluded from bringing an alternative civil enforcement action. If a party to an alternative civil enforcement action fails to pay the civil penalty within thirty days after a court has entered a final judgment, the department may request that the attorney general petition the court to vacate its final judgment. When the court’s judgment has been vacated, the state may initiate a criminal prosecution, but shall be precluded from bringing an alternative civil enforcement action.

3. a. (1) A retail dealer who submits an application for an E-15 unavailability waiver order under [section 214A.34](#) that the retail dealer knows includes information that is not true and correct commits perjury as provided in [section 720.2](#).

(2) (a) This paragraph “a” shall be implemented on January 1, 2023.

(b) This subparagraph is repealed January 2, 2023.

b. (1) A retail dealer who submits an application for an E-15 incompatible infrastructure waiver order under [section 214A.35](#) that the retail dealer knows is not true and correct commits perjury as provided in [section 720.2](#).

(2) A certified professional retail motor fuel site installer who submits an inspection report as part of an application for an E-15 incompatible infrastructure waiver order under [section 214A.35](#) that the installer knows is not true and correct commits perjury under [section 720.2](#).

(3) (a) This paragraph “b” shall be implemented on January 1, 2023.

(b) This subparagraph is repealed on January 2, 2023.

c. (1) A retail dealer who submits an application for a small retail motor fuel site exemption administrative order under [section 214A.36](#) that the retail dealer knows is not true and correct commits perjury as provided in [section 720.2](#).

(2) (a) This paragraph “c” shall be implemented on January 1, 2023.

(b) This subparagraph is repealed January 2, 2023.

[C31, 35, §5093-d11; C39, §**5095.11**; C46, 50, 54, 58, 62, 66, 71, §323.11; C73, 75, 77, 79, 81, §214A.11]

[2006 Acts, ch 1142, §14](#); [2022 Acts, ch 1067, §19, 20](#)

Referred to in [§214A.36](#)

Subsection 1 amended

NEW subsection 3

214A.12 Industrial petroleum — permits.

Any wholesale dealer as defined in [this chapter](#) may apply to the department for a permit to make importations of petroleum products for industrial use only and not intended to be used for internal combustion engines, on a form to be supplied by the department, and upon receiving such permission may make importations of petroleum products for industrial use only, exempt from the specifications of [this chapter](#).

[C31, 35, §5093-d12; C39, §**5095.12**; C46, 50, 54, 58, 62, 66, 71, §323.12; C73, 75, 77, 79, 81, §214A.12]

[2020 Acts, ch 1063, §74](#)

214A.13 Chemists — employment of.

The secretary of agriculture shall employ one or more chemists and incur such other expense as shall be necessary for the purpose of carrying into effect the provisions of [this chapter](#).

[C31, 35, §5093-d13; C39, §**5095.13**; C46, 50, 54, 58, 62, 66, 71, §323.13; C73, 75, 77, 79, 81, §214A.13]

214A.14 Appropriation.

There is hereby appropriated out of any funds in the state treasury not otherwise appropriated funds sufficient to pay the expenses incurred as authorized by [this chapter](#).

[C31, 35, §5093-d14; C39, §**5095.14**; C46, 50, 54, 58, 62, 66, 71, §323.14; C73, 75, 77, 79, 81, §214A.14]

214A.15 Gasoline receptacles. Repealed by 2021 Acts, ch 149, §17.

214A.16 Notice of renewable fuel — decal.

1. a. If ethanol blended gasoline classified as higher than standard ethanol blended gasoline is advertised for sale or sold at a retail motor fuel site, the motor fuel dispenser dispensing the ethanol blended gasoline shall be affixed with a decal stating that the classification of the ethanol blended gasoline is for use in flexible fuel vehicles.

b. If biobutanol blended gasoline is advertised for sale or sold at a retail motor fuel site, the motor fuel dispenser dispensing the biobutanol blended gasoline shall be affixed with a decal identifying the classification of biobutanol blended gasoline.

2. The design and location of the decal shall be prescribed by rules adopted by the department. A decal identifying a renewable fuel shall be consistent with standards adopted pursuant to [section 159A.6](#). The department may approve an application to place a decal in a special location on a dispenser or container or use a decal with special lettering or colors, if the decal appears clear and conspicuous to the consumer. The application shall be made in writing pursuant to procedures adopted by the department.

[[82 Acts, ch 1170, §2](#)]

[85 Acts, ch 76, §6](#); [89 Acts, ch 296, §21](#); [91 Acts, ch 254, §14](#); [94 Acts, ch 1119, §23](#); [2000 Acts, ch 1224, §29](#); [2006 Acts, ch 1142, §83](#); [2008 Acts, ch 1169, §21, 30](#); [2009 Acts, ch 179, §121](#); [2013 Acts, ch 15, §8](#); [2014 Acts, ch 1104, §14](#); [2017 Acts, ch 159, §51](#); [2022 Acts, ch 1152, §19](#)

Referred to in [§159A.6](#)

Section amended

214A.17 Documentation in transactions.

Upon any delivery of motor fuel to a retailer, the invoice, bill of lading, shipping or other documentation shall disclose the presence, type, and amount of oxygenates over one percent by weight contained in the fuel.

85 Acts, ch 76, §7; 2006 Acts, ch 1142, §83

214A.18 MTBE prohibition.

1. A person shall not do any of the following:
 - a. Sell motor fuel containing more than trace amounts of MTBE in this state.
 - b. Store motor fuel containing more than trace amounts of MTBE in a motor fuel storage tank located in this state.

2. As used in [this section](#), “trace amounts” means not more than one-half of one percent by volume.

2000 Acts, ch 1224, §30; 2006 Acts, ch 1142, §83

Referred to in §214A.2

214A.19 Demonstration grants authorized. Transferred to §214A.24; 2022 Acts, ch 1067, §22.

214A.20 Limitation on liability. Transferred to §214A.25; 2022 Acts, ch 1067, §22.

SUBCHAPTER II

ADVERTISEMENT, SALE, AND USE

214A.21 Advertising.

A person shall not knowingly do any of the following:

1. Advertise for sale any motor fuel that does not meet the standards provided in [section 214A.2](#).

2. Falsely advertise for sale the quality, type, or kind of motor fuel or a component of motor fuel.

3. Add a coloring matter to the motor fuel which misleads a person who is purchasing the motor fuel about the quality of the motor fuel.

4. Falsely advertise for sale the classification of a motor fuel as provided in [section 214A.2](#).
[C31, 35, §5093-d3; C39, §5095.03; C46, 50, 54, 58, 62, 66, 71, §323.3; C73, 75, 77, 79, 81, §214A.3]

89 Acts, ch 75, §3; 2006 Acts, ch 1142, §10; 2008 Acts, ch 1169, §20, 30; 2009 Acts, ch 179, §119; 2014 Acts, ch 1104, §12; 2022 Acts, ch 1067, §22; 2022 Acts, ch 1152, §17

C2023, §214A.21

Section transferred from [§214A.3](#) in Code 2023 pursuant to directive in [2022 Acts, ch 1067, §22](#)

Section amended

214A.22 Department inspection — samples tested.

The department shall, from time to time, make or cause to be made tests of any motor fuel or biofuel which is being sold, or held or offered for sale within this state. A departmental inspector may enter upon the premises of a dealer and take from any container a sample of the motor fuel or biofuel, not to exceed one gallon. The sample shall be sealed and appropriately marked or labeled by the inspector and delivered to the department. The department shall make, or cause to be made, complete analyses or tests of the motor fuel or biofuel by the methods specified in [section 214A.2](#).

[C31, 35, §5093-d7; C39, §5095.07; C46, 50, 54, 58, 62, 66, 71, §323.7; C73, 75, 77, 79, 81, §214A.7]

89 Acts, ch 75, §7; 2006 Acts, ch 1142, §12, 83; 2006 Acts, ch 1175, §9, 18, 23; 2013 Acts, ch 15, §7; 2022 Acts, ch 1067, §22

C2023, §214A.22

Section transferred from [§214A.7](#) in Code 2023 pursuant to directive in [2022 Acts, ch 1067, §22](#)

214A.23 Prohibition.

A dealer shall not knowingly sell motor fuel or biofuel in the state that fails to meet applicable standards and classifications as provided in [section 214A.2](#).

[C31, 35, §5093-d8; C39, §5095.08; C46, 50, 54, 58, 62, 66, 71, §323.8; C73, 75, 77, 79, 81, §214A.8]

[89 Acts, ch 75, §8](#); [2006 Acts, ch 1142, §13, 83](#); [2022 Acts, ch 1067, §18, 22](#)

C2023, §214A.23

Section transferred from [§214A.8](#) in Code 2023 pursuant to directive in [2022 Acts, ch 1067, §22](#)

Section amended

214A.24 Demonstration grants authorized.

1. The department, conditioned upon the availability of moneys, may award demonstration grants to persons who purchase vehicles which operate on alternative fuels, including but not limited to E-85 gasoline, biodiesel, compressed natural gas, electricity, solar energy, or hydrogen. A grant shall be for the purpose of conducting research connected with the fuel or the vehicle, and not for the purchase of the vehicle itself, except that the money may be used for the purchase of the vehicle if all of the following conditions are satisfied:

a. The department retains the title to the vehicle.

b. The vehicle is used for continuing research.

c. If the vehicle is sold or when the research related to the vehicle is completed, the proceeds of the sale of the vehicle shall be used for additional research.

2. The governor shall seek the cooperation of the governors of other states willing to cooperate to establish an alternative fuels consortium. The purposes of the consortium may include, but are not limited to, coordinating the research, production, and marketing of alternative fuels within the participating states. The consortium may also coordinate presentation of consortium policy on alternative fuels to automakers and federal regulatory authorities.

[90 Acts, ch 1252, §15](#); [2006 Acts, ch 1142, §77](#); [2019 Acts, ch 128, §7](#); [2022 Acts, ch 1067, §22](#)

C2023, §214A.24

Section transferred from [§214A.19](#) in Code 2023 pursuant to directive in [2022 Acts, ch 1067, §22](#)

214A.25 Limitation on liability.

1. A retail dealer or other marketer, pipeline company, refiner, terminal operator, or terminal owner is not liable for damages caused by the use of incompatible motor fuel dispensed from a motor fuel dispenser located at the retail dealer's retail motor fuel site, if all of the following apply:

a. The incompatible motor fuel complies with the standards for that type and classification of motor fuel as provided in [section 214A.2](#).

b. The incompatible motor fuel is selected by the end use consumer of the motor fuel.

c. The incompatible motor fuel is dispensed from a motor fuel dispenser that correctly labels the type and classification of fuel dispensed from a motor fuel storage tank.

2. For purposes of [subsection 1](#), a motor fuel is incompatible with a motor according to the manufacturer of the motor.

[2011 Acts, ch 113, §2](#)

C2012, §214A.20

[2013 Acts, ch 127, §3](#); [2022 Acts, ch 1067, §21, 22](#)

C2023, §214A.25

Section transferred from [§214A.20](#) in Code 2023 pursuant to directive in [2022 Acts, ch 1067, §22](#)

Section amended

214A.26 through 214A.30 Reserved.

SUBCHAPTER III

E-15 ACCESS STANDARD

214A.31 E-15 access standard — establishment.

In order to ensure consumer access to gasoline containing fifteen percent ethanol by volume, an E-15 access standard is established in accordance with [2013 Iowa Acts, ch. 127, §1, section 159A.1](#), and [this subchapter](#).

[2022 Acts, ch 1067, §1](#)

NEW section

214A.32 E-15 access standard — retail dealer compliance.

1. Except as provided in [sections 214A.33 through 214A.36](#), a retail dealer owning or operating a retail motor fuel site shall comply with the E-15 access standard as provided in [this section](#).

2. In order to comply with the E-15 access standard, a retail dealer must advertise for sale and sell E-15 gasoline from a minimum number of qualifying gasoline dispensers located at the retail dealer's retail motor fuel site. A qualifying gasoline dispenser must be capable of dispensing gasoline at all times that it is in operation.

a. Except as provided in paragraph "b", a retail dealer shall comply with a general E-15 access standard by dispensing E-15 gasoline from the following:

(1) One qualified gasoline dispenser, if there is only one qualified gasoline dispenser.

(2) At least fifty percent of all qualified gasoline dispensers, if there is more than one qualified gasoline dispenser.

b. (1) A retail dealer complies with an alternative E-15 access standard if all of the following apply:

(a) On and after January 1, 2023, the retail dealer does not install, replace, or convert a gasoline storage tank.

(b) On and after January 1, 2026, the retail dealer advertises for sale and sells E-15 gasoline from at least one qualifying gasoline dispenser.

(2) A retail dealer who no longer complies with the alternative E-15 access standard as provided in subparagraph (1) shall immediately comply with the general E-15 access standard as provided in paragraph "a".

c. The E-15 access standard does not prohibit a retail dealer owning or operating a retail motor fuel site from advertising for sale and selling motor fuel from any number of nonqualifying motor fuel dispensers. A nonqualifying motor fuel dispenser is limited to any of the following:

(1) A dispenser that exclusively dispenses any of the following:

(a) Aviation fuel.

(b) Diesel fuel.

(c) Kerosene.

(2) A dispenser that is part of a tank vehicle as defined in [section 321.1](#) that is not used to dispense gasoline on the premises of the retail motor fuel site.

(3) A dispenser that is part of a commercial marina.

3. a. A retail dealer is not in violation of [this section](#) during any period of noncompliance with the E-15 access standard caused by an excusable event. An excusable event is limited to any of the following:

(1) The maintenance, repair, or reconditioning of gasoline storage and dispensing infrastructure.

(2) The installation, expansion, replacement, or conversion of gasoline storage and dispensing infrastructure.

b. The department may require that a retail dealer notify the department that an excusable event as described in paragraph "a" is planned to occur, is occurring, or has occurred. The department may inspect the applicable retail motor fuel site to determine whether the noncompliance is caused by an excusable event.

4. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

[2022 Acts, ch 1067, §2](#)

Referred to in [§159A.14](#), [214.12](#), [214A.33](#), [214A.34](#), [214A.35](#), [214A.36](#), [214A.37](#)
NEW section

214A.33 Suspension of E-15 access standard by order issued by governor.

1. The governor may issue or renew an executive order that temporarily suspends the requirement in [section 214A.32](#) that a retail dealer comply with the E-15 access standard at a retail motor fuel site owned or operated by the retail dealer.

2. The E-15 access standard suspension order as described in [subsection 1](#) must be supported by the governor's determination that any of the following apply:

- a. There is an inadequate supply of E-15 gasoline.
- b. The market price of E-15 gasoline may cause consumers to suffer economic hardship.
- c. Existing gasoline storage and dispensing infrastructure is not capable of storing and dispensing E-15 gasoline.

3. The governor may issue or renew an executive order under [this section](#) on a statewide or regional basis.

4. The E-15 access standard suspension order shall take effect on its date of publication in the Iowa administrative bulletin, unless the order specifies a later date. The order shall expire one year from its effective date unless a shorter period is stated in the order. The early expiration of the order may also occur based on circumstances described in the order.

5. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

[2022 Acts, ch 1067, §3](#)

Referred to in [§214A.32](#)

[\(0\) Governor authorized to issue order prior to January 1, 2023; 2022 Acts, ch 1067, §8](#)
[\(0\) NEW section](#)

214A.34 Waiver of E-15 access standard by order issued by secretary of agriculture — E-15 unavailability.

1. The secretary of agriculture may issue an administrative order that temporarily waives the requirement in [section 214A.32](#) that a retail dealer comply with the E-15 access standard at a retail motor fuel site owned or operated by the retail dealer based on E-15 gasoline availability.

2. A retail dealer may apply for an E-15 unavailability waiver order as described in [subsection 1](#) by submitting an application to the department in a manner and according to procedures required by the department.

a. The application must be supported by credible evidence that the retail dealer has not been able to reasonably obtain E-15 gasoline to be advertised for sale and sold at the retail dealer's retail motor fuel site.

b. The retail dealer must sign the application which shall include a statement that the retail dealer swears and affirms that all information in the application completed by the retail dealer is true and correct.

3. The department shall publish a copy of the E-15 unavailability waiver order on the department's internet site within ten days after the order's issuance.

4. The E-15 unavailability waiver order shall take effect on its date of publication on the department's internet site, unless the order specifies a later date. The order shall expire six months from its effective date unless a shorter period is stated in the order. The early expiration of the order may also occur based on circumstances described in the order.

5. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

[2022 Acts, ch 1067, §4](#)

Referred to in [§214A.11](#), [214A.32](#)

Secretary of agriculture authorized to issue order prior to January 1, 2023; [2022 Acts, ch 1067, §8](#)
NEW section

214A.35 Waiver of alternative E-15 access standard by order issued by secretary of agriculture — E-15 incompatible infrastructure.

1. The secretary of agriculture shall issue an administrative order that temporarily waives

the requirement in [section 214A.32](#) that a retail dealer comply with the alternative E-15 access standard at a retail motor fuel site owned or operated by the retail dealer, if the retail motor fuel site qualifies under [this section](#) based on the incompatibility of the motor fuel storage and dispensing infrastructure to store and dispense E-15 gasoline.

2. A retail dealer may apply for an E-15 incompatible infrastructure waiver order as described in [subsection 1](#) by submitting an application to the department in a manner and according to procedures required by the department.

a. The application must be supported by credible evidence that the retail dealer is unable to comply with the alternative E-15 access standard because the gasoline storage and dispensing infrastructure located at the retail motor fuel site is not compatible with the use of E-15 gasoline and that the retail dealer is eligible for a class 1 or class 2 waiver as provided in [this section](#).

b. The application must provide information required to be completed by the retail dealer, which must include an inventory and description of gasoline storage and dispensing infrastructure located at the retail motor fuel site.

c. The department may require a retail dealer to attach any supporting documentation to the application, which may include an inspection report completed by a person certified by the department as a professional retail motor fuel site installer. The certified professional retail motor fuel site installer may be a licensed engineer or other person who the department determines is qualified by education, testing, or experience to oversee a project involving the installation, replacement, or conversion of gasoline storage and dispensing infrastructure, and who is able to provide a reliable estimate of the project's costs.

d. The department shall review and evaluate an application to determine whether it is supported by credible evidence sufficient for the secretary to issue an order granting a waiver under [this section](#). The department shall approve or disapprove a completed application within one hundred twenty days following the date that the application was delivered to the department for filing.

e. The retail dealer must sign the application which shall include a statement that the retail dealer swears and affirms that all information in the application completed by the retail dealer is true and correct. If a certified professional retail motor fuel site installer completes an inspection report to support an application, the installer shall sign a statement that the installer swears and affirms that all information in the inspection report completed by the installer is true and correct.

f. The department may inspect the premises of a retail motor fuel site during normal business hours to administer and enforce the provisions of [this section](#).

g. The department of agriculture and land stewardship may cooperate with the department of natural resources and the state fire marshal in administering and enforcing the provisions of [this section](#).

3. The department shall publish a copy of the E-15 incompatible infrastructure waiver order on the department's internet site within ten days after the order's issuance. The order shall take effect on its date of publication, unless the order specifies a later date.

4. a. The secretary of agriculture shall terminate the E-15 incompatible infrastructure waiver order if a terminable event has occurred. A terminable event occurs on the date that any of the following apply:

(1) The failure of a retail dealer to be licensed as required under [section 214.2](#) to use a commercial weighing and measuring device when dispensing gasoline.

(2) The cessation of the retail dealer's business of advertising for sale or selling gasoline at the retail motor fuel site.

(3) The installation, replacement, or conversion of a motor fuel storage tank located at the retail motor fuel site.

b. The department may require that a retail dealer notify the department that a terminable event as described in paragraph "a" is planned to occur, is occurring, or has occurred.

5. a. The secretary of agriculture shall issue an E-15 incompatible infrastructure class 1 waiver order as provided in [this subsection](#). If the department determines an inspection of the retail motor fuel site is necessary, it may either conduct the inspection or accept an inspection report completed by a certified professional retail motor fuel site installer.

b. The order must be supported by credible evidence that all gasoline storage tanks that are located at the retail motor fuel site fall within any number of the following categories:

(1) Each gasoline storage tank not constructed of fiberglass was installed during or prior to 1985.

(2) Each gasoline storage tank constructed of fiberglass was installed during or prior to the following years:

(a) For a double-wall fiberglass underground gasoline storage tank, 1991.

(b) For a single-wall fiberglass underground gasoline storage tank, 1996.

6. The secretary of agriculture shall issue an E-15 incompatible infrastructure class 2 waiver order as provided in [this subsection](#). The order shall be based on an inspection of the retail motor fuel site. The department shall file and analyze a completed inspection report submitted by a certified professional retail motor fuel site installer.

a. The inspection report must be supported by credible evidence and include all of the following:

(1) A completed checklist of items adopted as part of a form used by the department to confirm that the gasoline storage and dispensing infrastructure located at the retail motor fuel site is not compatible with E-15 gasoline.

(2) The total estimated cost of improving the retail motor fuel site to comply with the alternative E-15 access standard by installing, replacing, or converting the gasoline storage and dispensing infrastructure located at the retail motor fuel site.

b. (1) The department shall determine whether to issue an E-15 incompatible infrastructure class 2 waiver order based on an eligibility assessment which shall calculate all of the following:

(a) The total estimated cost of improvement which equals the sum of all of the following:

(i) The reasonable cost of assessing the retail motor fuel site to determine the estimated cost of improving the retail motor fuel site as described in subparagraph subdivision (ii).

(ii) The estimated cost of improving the retail motor fuel site to comply with the alternative E-15 access standard based on the department's analysis of the inspection report described in paragraph "a". The estimated cost of improving the retail motor fuel site shall only include costs used to calculate the amount of standard financial incentives that could be awarded by the renewable fuel infrastructure board to a retail dealer participating in the renewable fuel infrastructure program for retail motor fuel sites as provided in [section 159A.14](#).

(b) The E-15 infrastructure base amount which equals the maximum cost necessary to be incurred by the retail dealer in order to receive the total amount of standard financial incentives that could be awarded to the retail dealer under tier III of the renewable fuel infrastructure program for retail motor fuel sites as provided in [section 159A.14](#) in order to comply with the alternative E-15 access standard. The department's calculation shall not include any of the following:

(i) The amount of any prior financial incentives awarded to the retail dealer under the renewable fuel infrastructure program for retail motor fuel sites.

(ii) Whether the retail dealer may apply for, is applying for, or may be awarded any future financial incentives under the renewable fuel infrastructure program for retail motor fuel sites.

(2) A retail dealer is only eligible to be issued an E-15 incompatible infrastructure class 2 waiver order if the department determines that the total estimated cost of improvement as described in subparagraph (1), subparagraph division (a), exceeds the E-15 infrastructure base amount as described in subparagraph (1), subparagraph division (b).

7. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

8. [This section](#) is repealed January 1, 2041.

[2022 Acts, ch 1067, §5](#)

Referred to in [§159A.14](#), [214A.11](#), [214A.32](#)

Secretary of agriculture authorized to issue order prior to January 1, 2023; [2022 Acts, ch 1067, §8](#)

NEW section

214A.36 Exemption from E-15 access standard for small retail motor fuel sites — by order issued by secretary of agriculture.

1. *a.* The secretary of agriculture shall issue a small retail motor fuel site exemption administrative order to a retail dealer. The administrative order shall exempt the retail dealer from complying with the E-15 access standard, as otherwise required in [section 214A.32](#), at a small retail motor fuel site owned or operated by the retail dealer.

b. To qualify as a small retail motor fuel site under [this section](#), all of the following must apply:

(1) Prior to January 1, 2023, the retail motor fuel site included gasoline storage and dispensing infrastructure.

(2) The retail motor fuel site's average total gasoline gallonage was limited to three hundred thousand gallons or less for the qualifying phase as provided in [this section](#).

2. *a.* A retail dealer may apply for an administrative order as described in [subsection 1](#) by submitting an application to the department in a manner and according to procedures required by the department.

b. The retail dealer must sign the application which shall include a statement that the retail dealer swears and affirms that all information in the application completed by the retail dealer is true and correct.

3. *a.* Upon request by the department of agriculture and land stewardship, the department of revenue shall certify the average total gasoline gallonage for the retail motor fuel site computed for the qualifying phase beginning on January 1, 2020, and ending on December 31, 2022.

b. The computation described in paragraph “a” shall be based on site-by-site information for the retail motor fuel site in reports required to be filed for determination periods by the retail dealer with the department of revenue pursuant to [chapter 452A, subchapter II](#). However, if the department of revenue cannot obtain site-by-site information for the retail motor fuel site from such reports, the department of revenue may use other methods, including records maintained by the department of revenue under [chapter 422](#), to compute the retail motor fuel site's gallonage for all or any part of that qualifying phase.

c. A retail dealer who submits an application under [this section](#) shall waive the confidentiality of information in the department of revenue's certification identifying the retail dealer or retail motor fuel site otherwise applicable under [chapter 422](#) or [452A](#). The information maintained by the department of agriculture and land stewardship under [this section](#) is a confidential record under [section 22.7](#) and shall be used by the department of agriculture and land stewardship for the limited purposes of evaluating the retail dealer's application for approval and issuing an administrative order described in [subsection 1](#). The certification may be used in a criminal proceeding alleging the retail dealer committed perjury as described in [section 214A.11](#) when completing the application. The application shall include a notice of the waiver. The department of agriculture and land stewardship shall redact such identifying information in any record otherwise requiring disclosure by that department under [chapter 22](#).

d. The department of revenue, in cooperation with the department of agriculture and land stewardship, may adopt rules to administer [this subsection](#).

4. The department shall publish on its internet site for each quarter of a calendar year information aggregated from administrative orders described in [subsection 1](#) that shall be limited to the following:

a. The total number of administrative orders issued.

b. The total number of administrative orders in effect.

5. *a.* The secretary of agriculture shall terminate the administrative order described in [subsection 1](#) if a terminable event has occurred. A terminable event occurs on the date that any of the following apply:

(1) The failure of a retail dealer to be licensed as required under [section 214.2](#) to use a commercial weighing and measuring device when dispensing gasoline at the retail motor fuel site.

(2) The cessation of the retail dealer's business of advertising for sale or selling gasoline at the retail motor fuel site.

(3) The installation, replacement, or conversion of a gasoline storage tank located at the retail motor fuel site.

b. The department may require that a retail dealer notify the department that a terminable event as described in paragraph “a” is planned to occur, is occurring, or has occurred.

6. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

[2022 Acts, ch 1067, §6](#)

Referred to in [§214A.11](#), [214A.32](#), [452A.33](#)

Secretary of agriculture authorized to issue order prior to January 1, 2023; [2022 Acts, ch 1067, §8](#)

NEW section

214A.37 Disciplinary action.

1. The department may refuse to issue or renew and may suspend or revoke a license issued to a retail dealer pursuant to [section 214.2](#) for not complying with the E-15 access standard as provided in [section 214A.32](#), including rules adopted by the department pursuant to [section 214A.1A](#) to administer or enforce that section.

2. a. [This section](#) shall be implemented on January 1, 2023.

b. [This subsection](#) is repealed January 2, 2023.

[2022 Acts, ch 1067, §7](#)

NEW section

**REQUEST PROPOSAL FOR FUEL BID MARGIN
DUE JUNE 5TH, 2023**

The City of Webster City, Iowa, will receive fuel bid margin quotations UNTIL June 5th, 2023 until 2P.M. CST. This awarded vendor will enter into a 3-year agreement to begin July 1, 2023 – June 30, 2026.

ITEM TO QUOTE:

Supply of regular grade unleaded ethanol blend gasoline and diesel fuel. Delivered to the City's stand-alone tanks located at 101 E Ohio Street in Webster City, Iowa.

SPECIAL PROVISIONS

1. The contract period starts July 1, 2023, and ends June 30, 2026. Upon mutual agreement, the contract may be extended for two (2) additional periods up to twelve (12) months each.
2. Separate quote awards will not be awarded for gasoline and diesel fuel, nor for separate items. All items are tied. Award will be based on per gallon "add on" of each.
3. All petroleum products will be delivered in lots no less than 200-gallon lots.
4. The supplier shall establish a regular route at the maintenance shed. The frequency of these regular deliveries shall be determined by the supplier based on normal usage of fuel at the individual location. Please keep in mind that City tanks are being used by all departments within the City along with departments within Van Diest Medical Center. Failure to abide by the above shall be cause for cancellation of the contract.

For reference purposes only, the numbers below are the amount of gallons pumped in the two previous calendar years:

	<u>Diesel</u>	<u>Gasoline</u>
2021 =	21,137	30,312
2022 =	19,511	30,272

5. There is no guaranteed number of gallons to be delivered each year. The gallons pumped for 2021 & 2022 are simply for rough estimates. Each year may be more or less than the amounts indicated above.
6. Gasoline delivered to the City of Webster City's Street Maintenance Shed is to be Regular Grade Unleaded Ethanol Blend and shall meet enclosed I.D.O.T. Specifications, implemented on January 1, 2023.
7. Diesel Fuels to be No. 1 premium and No. 2 regular grade and shall comply with enclosed I.D.O.T. Specifications, dated January 1, 2023. (*see attached*)

8. In compliance with Iowa Code 452A.3 enacted into law January 1, 1996, which covers taxation on certain gasoline and diesel fuels purchased, successful bidder will include only those applicable motor vehicle fuel taxes that coincide with the law.

9. The method used to obtain a delivered price for fuels is based on the bulk loading terminal **Daily Rack Average** prices as quoted by the Iowa Department of Transportation. A **Bid Margin** quotation as provided by the bidder. The supplier will furnish a bid margin in the blanks provided on the schedule of prices. Included in the bid margin are all the bidder's transportation/overhead costs and the profit the bidder adds.

10. The City's storage tanks are above ground fuel storage tanks and are exempt from EPC fund fee charges.

11. No. 2 regular diesel fuel will be purchased in the spring, summer, and fall. A winter blend of No. 1 Premium and No. 2 Regular will be required in the winter months. The actual percentage mix may vary depending on the air temperatures at the time of delivery. The price paid for the winter blend will be based on the bid margin figures bid and the dealer cost figures at time of delivery for the two products. No extra compensation will be paid for the blending process.

12. If the contractor fails to supply product in our tanks at any given time, the City of Webster City shall have the right to purchase on the open market and the contractor shall be liable for any excess cost occasioned thereby.

13. The supplier shall invoice the City with the following information clearly marked:

- a. Delivery date
- b. Type fuel delivered
- c. Number of Gallons
- d. Delivered Daily Rack Price per gallon with attached supporting info from I.D.O.T. site (Exhibit A)
- e. Number of gallons x BID MARGIN

NOTE: If the fuel is metered, a copy of the meter ticket is to be attached to the invoice.

14. Blending Requirements for Soy Biodiesel: **Please follow the blending requirements listed below for soy biodiesel to ensure proper mixing and avoid crystallization problems:** Since biodiesel fuel is somewhat heavier than petro diesel, it is required that you add the B100 on top of the petro diesel for splash blending. If you fill from a bottom fill, you can put the B100 in first and bottom fill in the Petro Diesel, because it will cause circulation of the 2 products. Soy Biodiesel has to be splash blended prior to delivery. Ideally, the blend should be agitated or recirculated in the tank. Blending B100 with petro diesel that has chilled to a temperature below 50°F can cause solids to form in the blend. If solids begin to form due to blending at lower temperatures, the fuel must be heated above 90°F to cause solids to go completely back into solution. Biodiesel fuel will only be blended with petroleum diesel at diesel temperatures at or above 50°F.

15. Soy Biodiesel and/or other lubricating agent may be added with approval from the City's mechanic, at no additional cost to the City of Webster City.

FUEL SPECIFICATIONS

No. 1 ULTRA LOW SULFUR (1-D515) DIESEL FUEL: No. 1 premium diesel fuel shall be refined petroleum distillate meeting the following requirements:

Kinematic viscosity @ 40° C	1.4 to 3.0
Carbon residue on 10% bottoms, % wt., max.	0.15
Sulfur, % wt., max.	0.0015
Cetane Number, Min.	0.45
Sediment and water, % max.	0.01
Ash, % wt., max.	0.01
Flash point, closed cup, deg. F., min.	100
Cloud point of fuel delivered during the months of September through March, not higher than	-25 deg. F
Distillation, Deg. F	
90% recovery, max.	550
End point, max.	625

No. 2 REGULAR LOW SULFUR DIESEL FUEL: No. 2 regular diesel fuel shall be refined petroleum distillate meeting the following requirements:

Kinematic viscosity @ 40° C	1.9 to 4.1
Carbon residue on 10% bottoms, % wt., max.	0.35
Sulfur, % wt., max.	0.0015
Cetane Number, Min.	0.45
Sediment and water, % max.	0.01
Ash, % wt., max.	0.01
Flash point, closed cup, deg. F., min.	125
Cloud point of fuel delivered during the months of September through March, not higher than	0 deg. F
Distillation, Deg. F	
90% recovery, max.	640
End point, max.	700

BLENDDED DIESEL FUEL: Blends of No. 1 and No. 2 diesel fuel intended for winter use shall meet the following requirements:

BLENDDED DIESEL FUEL. Minimum specification:

Cloud point of fuel delivered during the months of October through March, not higher than	-40 deg. F
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GASOHOL SPECIFICATIONS

The Standard Specifications are amended by the following additions. These are Special Provision and they will prevail over those published in the Standard Specification.

(01.) Description: This Specification covers nominally anhydrous denatured fuel ethanol to be blended with unleaded base gasoline for use as a spark-ignition automotive engine fuel. This fuel shall meet the requirements of Motor Vehicle Fuel under Chapter 214A of the Code of Iowa.

(02.) Properties: The fuel ethanol shall meet the following requirements:

Ethanol purity, volume %, min.	98
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Appearance	Visibly free of suspended or precipitated contaminants.
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The denaturant shall be unleaded gasoline at 2% by volume. The
unleaded base gasoline shall meet the following requirements:

Octane number, min.	87
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All tests shall be in accord with the latest ASTM procedures.

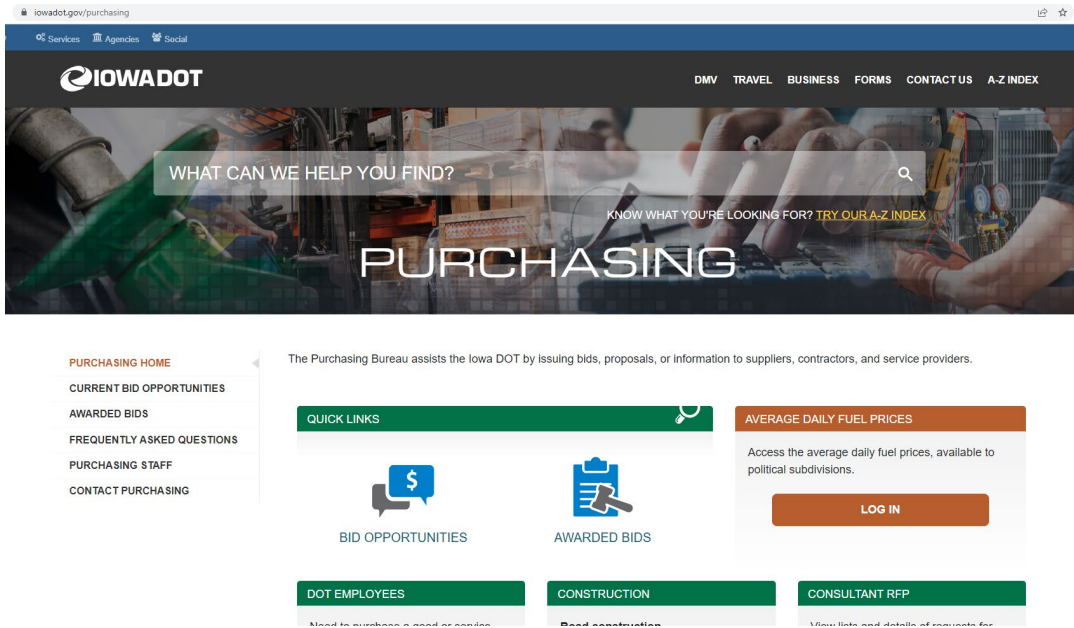
(03.) Blended Fuel: The blended fuel shall be by volume 10% denatured ethanol fuel and 90% unleaded gasoline. The blended fuel shall be free of materials that have adverse effects on fuel stability, automotive engines and fuel systems. These materials shall include but not be limited to methanol, ketones, pyrroles, turpentine and tars.

(04.) Certification: The supplier must submit to the Contracting Authority, a certification letter stating the blended fuel to be supplied during the contract period meets all the requirements stated in the Code of Iowa and DOT specifications.

EXHIBIT A, pg 1

Instructions to obtain the Des Moines Terminal Average Fuel Prices:

- lowadot.gov/purchasing
AVERAGE DAILY FUEL PRICES – LOG IN (you will need to contact the DOT to obtain a username & password)




- Select the weekly fuel prices for the day matching the fill date

The screenshot shows the "TODAY'S AVERAGE FUEL PRICES" page on the Iowa DOT Purchasing website. The sidebar on the left contains the same navigation links as the previous screenshot. The main content area has a heading "TODAY'S AVERAGE FUEL PRICES" and a sub-heading "WEEKLY FUEL PRICES". Below this, there is a list of links for different weeks: "Week of April 24, 2023", "Week of April 17, 2023", "Week of April 10, 2023", "Week of April 3, 2023", "Week of March 27, 2023", and "Week of March 20, 2023". To the right, there is a box containing "Notes: Bio Diesel Blender Tax Credit is not reflected in posted pricing." and "January 1, 2023 fuel tax changes" information. Below this, there is a "Superfund Excise Tax" section. At the bottom, there is a table with two columns: "PRODUCT" and "SUPER FUND".

PRODUCT	SUPER FUND
Clear gasoline and Diesel	\$0.00391 per gallon

EXHIBIT A, pg 2

- It will open as an excel file:

			
Des Moines Terminal Average Fuel Prices-Week of April 24, 2023			
Monday, April 24, 2023		Thursday, April 27, 2023	
ULS Diesel # 1	3.4639	ULS Diesel # 1	
ULS Diesel # 2	2.9767	ULS Diesel # 2	
U87E10	2.4102	U87E10	
CnvE15	2.3456	CnvE15	
84CBOB	2.5877	84CBOB	
Unleaded 87	2.8268	Unleaded 87	
Ethanol	2.4597	Ethanol	
Biodiesel B100-(Multi-blend) (DM) W/R	6.0500 ***	Biodiesel B100-(Multi-blend) (DM) W/R	***
Tuesday, April 25, 2023		Friday, April 28, 2023	
ULS Diesel # 1	3.3569	ULS Diesel # 1	
ULS Diesel # 2	2.8767	ULS Diesel # 2	
U87E10	2.4436	U87E10	
CnvE15	2.3768	CnvE15	
84CBOB	2.6251	84CBOB	
Unleaded 87	2.8612	Unleaded 87	
Ethanol	2.4592	Ethanol	
Biodiesel B100-(Multi-blend) (DM) W/R	6.0500 ***	Biodiesel B100-(Multi-blend) (DM) W/R	***
Wednesday, April 26, 2023		E-85 (flex fuel) prices can be figured using the 84CBOB price and the Ethanol price at the following percentages. E-70 is 30%/84CBOB plus 70%/Ethanol E-75 is 25%/84CBOB plus 75%/Ethanol E-85 is 15%/84CBOB plus 85% Ethanol	
ULS Diesel # 1			
ULS Diesel # 2			
U87E10			
CnvE15			
84CBOB			
Unleaded 87			
Ethanol			
Biodiesel B100-(Multi-blend) (DM) W/R	***	*** DOT average for Soy Biodiesel B100	

You need to submit this DOT price sheet with your invoice.

Your invoice must reflect:

- Delivery Date (with metered fuel receipt, if applicable)
- Type of fuel
- # of gallons
- Daily Fuel Price as determined by the IOWA DOT.
- Bid Margin \$_____ per gallon
- Applicable tax

If you have any questions or concerns regarding this proposal, please contact Dedra Nerland at 515-832-9139.

Proposal Form

Due 6/5/23

DELIVERY TO Webster City's Street Maintenance Shed, 101 E Ohio ST – WEBSTER CITY, IOWA.

- REGULAR GRADE UNLEADED ETHANOL BLEND GASOLINE:

Bid Margin "Add On" per gallon. _____

- DIESEL FUEL:

No. 1 Premium

Bid Margin "Add On" per gallon. _____

No. 2

Bid Margin "Add On" per gallon. _____

Bid Representative _____

Company _____

Address _____

City / ST / Zip _____

Office Phone: _____ (cell) _____

If selected, I agree to lock in my bid margin price for a minimum term of 3 consecutive years via a service contract issued by the Mayor of Webster City, Iowa.

Signature: _____ Date: _____

All bid proposals are due no later than 2PM on June 5th, 2023.

City of Webster City
Dedra Nerland, Public Works Management Assistant
400 Second ST.
P.O. Box 217
Webster City, IA 50595



MEMO

TO: Mayor and City Council

FROM : Dodie Wolfram, Finance Director
Daniel Ortiz-Hernandez, City Manager

DATE: May 15, 2023

RE: Accounts Receivable and Utility Write Off's

SUMMARY: Staff is asking council to approve the writing off of \$29,221.89 of utility and \$4,765.74 of billings for other services such as frozen water meters and utility pole and street sign repairs due to accidents.

PRIOR COUNCIL ACTION: This is an annual procedure that is given to City Council for approval.

BACKGROUND/DISCUSSION: The probability of accounts receivable to be collected after 6 months of billing is rare. To keep these accounts in our active receivable's would not show a true picture of the balance sheet at the end of the year.

We can still collect on any of these accounts through the Iowa Offset Program or when a former customer needs to put utilities in their name. We require that they pay up to 50% of the amount written off along with a new deposit and payment agreement on the remaining amount due.

The majority of these accounts have been placed on the Iowa Offset Program. If any of the people billed would receive a state payment such as income tax return or state-owned casino jackpot win the payment is frozen until cleared by us.

The general Accounts Receivable can be harder to collect as we need a social security number to place on the Iowa Offset and some of the accidents are from out of town/state drivers. We forward the billings to auto insurance if applicable but unfortunately some of the drivers did not have an active insurance policy.

FINANCIAL IMPLICATIONS: We budget an expense for uncollectible accounts each fiscal year to off-set the annual write offs. The write off moves the receivables from current to uncollectible to show a better true financial picture on the balance sheet. The city has collected \$162,617.59 from 737 customers from the Iowa Offset Program since 2014.

RECOMMENDATION: Staff recommends that Council authorize the write-off of these inactive accounts from our current accounts receivable. Our auditor will verify we have a process in place as this is part of generally accepted accounting principles.

RESOLUTION NO. 2023 - _____

**CHARGING OFF FROM ACTIVE ACCOUNTS RECEIVABLE DELINQUENT FINAL UTILITY BILLS
AND DEPARTMENT CHARGES**

WHEREAS, efforts have been made to contact and collect delinquent final utility bills in the amount of \$29,221.89 and delinquent department charges in the amount of \$4,765.74; and

WHEREAS, said accounts outstanding and unpaid are listed and attached to this resolution for final utility bills and department charges.

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

That the Finance Director is authorized and directed to remove the attached list of delinquent utility accounts accumulating to \$29,221.89 and department charges accumulating to \$4,765.74 from the active accounts receivable, but it is stated that said accounts are still collectible that have not been negotiated through legal procedures or the courts.

Passed and adopted this 15th day of May, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

FY23 UTILITY DELINQUENT ACCOUNT WRITE-OFFS

ACCOUNT #	TERMINATION DATE	ELECTRIC	WATER	SEWER	RECYCLE	LANDFILL	TOTAL
12.139206.23	10/22/2021	80.58	24.66	43.48	4.12	1.90	154.74
6.100217.31	12/7/2021	77.93	26.01	42.23	3.76	1.76	151.69
2.107200.05	12/17/2021	636.93	126.06	169.65	12.75	5.96	951.35
7.132600.10	1/4/2022	295.97	83.82	119.13	9.47	4.43	512.82
2.144201.17	1/4/2022	219.89	39.68	60.91	5.67	2.65	328.80
15.177001.05	1/3/2022	7.27	-	-	0.19	0.09	7.55
12.159800.10	1/11/2022	605.73	185.01	209.96	13.34	6.23	1,020.27
10.146802.07	1/15/2022	129.55	26.54	62.93	7.52	3.51	230.05
8.106206.15	1/17/2022	94.96	34.79	63.12	6.66	3.11	202.64
14.386004.07	1/26/2022	233.49	-	-	9.16	4.27	246.92
9.159201.05	2/9/2022	144.14	63.49	58.77	3.49	1.63	271.52
14.142951.03	2/14/2022	79.60	46.65	39.40	1.91	0.90	168.46
8.140803.17	3/9/2022	64.49	170.27	115.89	3.66	1.72	356.03
3.148401.17	3/16/2022	291.22	4.32	6.82	0.74	0.36	303.46
8.105402.10	3/21/2022	468.35	263.56	215.11	9.47	4.42	960.91
6.130506.39	3/22/2022	15.47	25.18	19.70	0.77	0.36	61.48
2.125403.22	3/25/2022	141.23	166.39	148.91	8.28	3.87	468.68
19.484009.33	3/25/2022	94.16	-	-	3.31	1.55	99.02
8.125800.07	3/28/2022	16.12	12.49	8.91	0.24	0.11	37.87
5.142602.09	3/29/2022	795.56	194.80	185.80	11.64	5.44	1,193.24
2.128202.02	3/31/2022	90.21	31.17	32.89	2.41	1.12	157.80
5.145906.22	4/1/2022	300.67	-	-	16.43	7.67	324.77
12.135009.12	4/19/2022	10.73	3.12	4.77	0.50	0.24	19.36
14.332521.29	4/29/2022	36.42	-	-	0.50	0.23	37.15
3.710805.04	5/5/2022	233.70	12.30	42.71	-	3.40	292.11
3.148000.29	5/6/2022	0.92	9.09	6.39	0.15	0.07	16.62
5.145804.25	5/10/2022	108.21	-	-	3.72	1.74	113.67
4.721701.01	5/10/2022	2,368.52	27.13	91.80	-	5.03	2,492.48
1.104601.06	5/27/2022	204.83	53.11	61.77	5.10	2.38	327.19
14.146407.14	5/31/2022	46.83	119.38	90.11	2.44	1.14	259.90
14.332464.27	5/31/2022	62.17	-	-	2.99	1.40	66.56
5.127205.07	5/31/2022	5.91	3.29	4.50	0.44	0.20	14.34
12.106804.16	5/31/2022	160.34	92.70	112.64	9.72	4.54	379.94
2.145600.03	6/6/2022	197.19	93.39	115.42	10.13	4.72	420.85
12.176400.02	6/7/2022	88.12	27.73	46.66	5.15	2.41	170.07
11.101800.22	6/10/2022	167.82					167.82
2.108201.17	6/15/2022	19.27	13.82	10.27	0.34	0.16	43.86
12.129804.17	6/21/2022	75.23	64.93	92.80	9.21	4.30	246.47
8.165600.11	6/22/2022	805.88	343.74	311.32	17.70	8.27	1,486.91
12.167204.35	6/30/2022	74.75	25.67	32.27	2.88	1.35	136.92
2.132008.09	7/5/2022	161.77	56.10	51.08	2.94	1.38	273.27
12.127903.13	7/6/2022	55.23	13.24	14.10	1.05	0.49	84.11
10.154603.03	7/7/2022	153.62	39.71	57.58	5.78	2.70	259.39
5.750000.08	7/26/2022	123.48	149.68	369.76	22.12	18.36	683.40
19.371300.14	7/28/2022	14.70	1.62	3.16	0.39	0.18	20.05
10.108700.09	8/1/2022	206.72	44.64	52.78	4.42	2.07	310.63
8.125800.09	8/1/2022	409.01	111.52	102.50	6.17	2.89	632.09
12.133002.05	8/2/2022	202.01	149.08	238.73	25.46	11.89	627.17
3.119503.27	8/2/2002	34.85	-	-	0.99	0.46	36.30
10.109801.06	8/4/2022	109.32	22.51	37.53	4.08	1.91	175.35
9.149001.06	8/5/2022	210.39	40.54	51.34	4.78	2.23	309.28
6.116627.26	8/8/2022	188.15	34.34	52.15	5.43	2.54	282.61
15.129000.11	8/8/2022	106.05	-	-	5.39	2.52	113.96

ACCOUNT #	TERMINATION DATE	ELECTRIC	WATER	SEWER	RECYCLE	LANDFILL	TOTAL
15.177001.07	8/19/2022	130.25	-	-	6.15	2.88	139.28
7.116400.09	8/19/2022	247.52	78.22	69.04	4.26	1.99	401.03
6.110705.21	8/22/2022	498.17	122.76	127.07	9.58	4.48	762.06
11.123403.09	8/22/2022	213.08	78.15	70.98	4.66	2.17	369.04
7.129608.08	8/23/2022	135.74	44.74	46.83	3.67	1.71	232.69
15.115801.18	8/26/2022	283.00	106.67	123.98	10.48	4.89	529.02
14.332320.22	9/1/2022	9.66	-	-	0.20	0.10	9.96
2.150804.16	9/2/2022	334.41	69.48	81.09	7.03	3.29	495.30
1.112807.26	9/2/2022	222.54	-	-	6.93	3.25	232.72
5.143601.05	9/6/2022	100.82	25.27	26.51	2.08	0.97	155.65
2.144201.19	9/9/2022	153.99	53.06	54.82	4.24	1.98	268.09
8.139400.03	9/9/2022	176.44	37.29	58.96	-	2.45	275.14
6.122400.06	9/16/2022	272.82	152.31	144.29	9.84	4.60	583.86
12.136203.15	9/20/2022	346.82	142.86	125.95	7.84	3.66	627.13
3.149601.16	9/20/2022	84.04	63.83	44.45	1.64	0.76	194.72
12.128401.06	9/20/2022	57.57	-	-	2.50	1.17	61.24
12.145200.01	9/21/2022	118.65	162.07	155.45	10.99	5.12	452.28
15.125602.30	9/22/2022	260.05	-	-	10.60	4.95	275.60
2.100807.19	9/23/2022	436.48	256.70	204.31	10.36	4.83	912.68
5.117509.12	9/28/2022	105.87	9.92	17.77	2.01	0.94	136.51
12.159600.07	10/3/2022	632.53	211.48	184.72	11.11	5.18	1,045.02
15.122202.27	10/6/2022	180.12	-	-	7.67	3.57	191.36
6.118000.11	10/11/2022	214.25	104.47	100.68	7.17	3.36	429.93
6.128750.28	10/14/2022	169.79	49.43	69.72	6.97	3.25	299.16
3.148501.17	10/14/2022	289.43	80.15	99.34	9.08	4.24	482.24
14.146407.16	10/28/2022	186.97	254.22	173.33	5.66	2.64	622.82
8.164802.17	10/31/2022	15.70	3.18	6.36	0.75	0.35	26.34
10.146600.01	10/31/2022	128.51	82.91	81.08	5.88	2.74	301.12
							-
TOTALS		17,530.88	5,266.44	5,724.48	464.31	235.78	29,221.89

AR WRITE-OFFS 2023

CUST #	INVOICE #	DATE BILLED	AMOUNT	FUND		Sent to Offset Program
1772	147577	3/4/2022	\$2,191.07	601	Street light pole repairs-accident	Unknown SS
697	147717	6/9/2022	\$244.00	602	Frozen Water Meter	Unknown SS
1773	147578	3/4/2022	\$469.67	601	Pole repairs-accident	Unknown SS
1576	147463	1/12/2022	\$122.00	602	Frozen Water Meter	X
1576	147489	1/28/2022	\$122.00	602	Frozen Water Meter	X
1734	147030	6/22/2021	\$1,072.12	601	Pole repairs-accident	Unknown SS
1734	147030	6/22/2021	\$128.44	100	Sign repairs-accident	Unknown SS
1736	147033	6/22/2021	\$416.44	601	Pole repairs-accident	Unknown SS

TOTAL WRITE-OFFS \$4,765.74

\$128.44 General

\$4,149.30 Electric

\$488.00 Water



MEMORANDUM

TO: Mayor and City Council

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: May 15, 2023

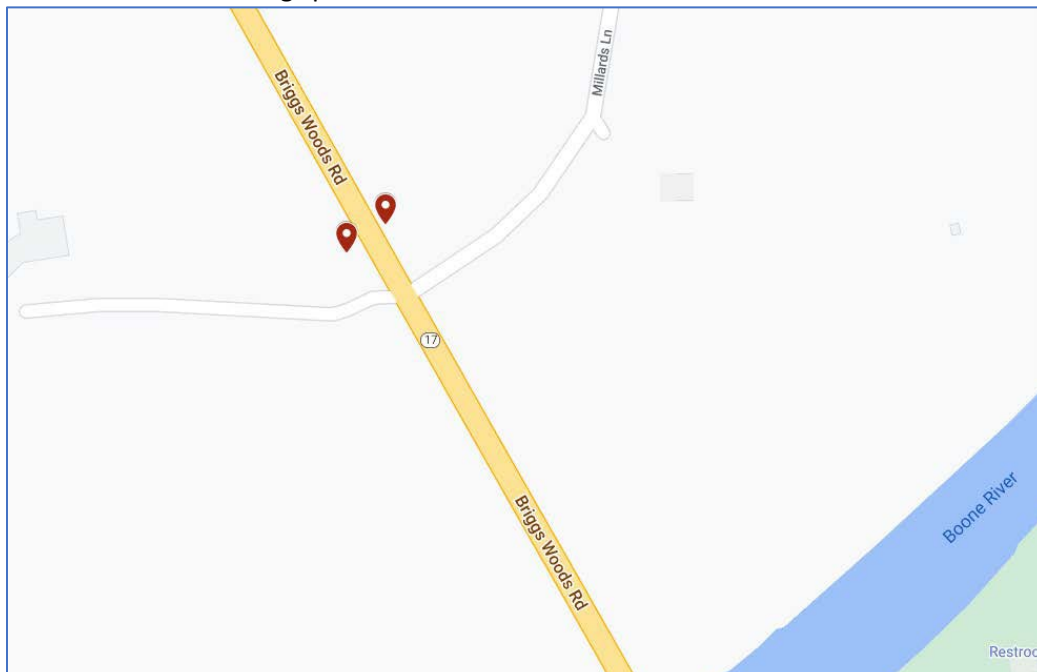
RE: Introduction and First Reading Amending the Code of Ordinances, 2019, pertaining to Chapter 46 - Traffic and Vehicles, by adding Sections 46-415 through 46-420 pertaining to Automated Traffic Enforcement to Chapter 46, Article IX, Division 2.

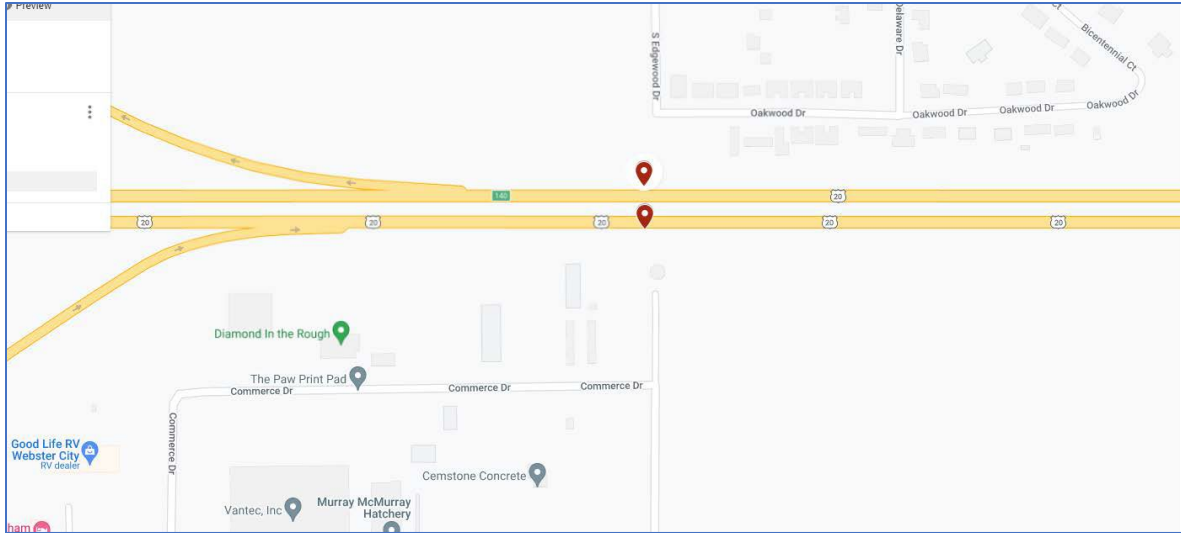
SUMMARY: First reading and introduction of ordinance required to implement automated traffic enforcement systems (ATE) within the city limits.

PREVIOUS COUNCIL ACTION: Council approved agreement with Sensys Gatso on April 17, 2023.

BACKGROUND/DISCUSSION: The City Council approved an agreement with Sensys Gatso for implementing an automatic traffic enforcement (ATE) program. The next step is to amend the city's municipal code and adopt the necessary code sections pertaining to ATE systems. The language is nearly identical to the language included in other communities that already utilize ATE systems. The City's ATE systems will only be used for speed violation enforcement and will not include red light violations.

At the April 17th Council meeting the City Council also selected to deploy such systems only on Highway 20 and Briggs Woods Road (Highway 17). Sensys Gatso reviewed the information for the selected locations and recommended the following specific sites:





FINANCIAL IMPLICATIONS: None at present time.

RECOMMENDATION: Staff recommends City Council adopt the Ordinance as it is a critical element to implementing an automated traffic enforcement ordinance.

ORDINANCE NO. 2023-_____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019
BY ADDING SECTIONS 46-415 THROUGH 46-420 PERTAINING TO
AUTOMATED TRAFFIC ENFORCEMENT TO CHAPTER 46, ARTICLE IX, DIVISION 2**

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

SECTION 1. NEW SECTIONS. The Code of Ordinances of the City of Webster City, Iowa, 2019, is amended by adding Section 46-415 through Section 46-420 Automated Traffic Enforcement to Chapter 46, Article IX, Division 2, which is hereby adopted to read as follows:

46-415. Purpose.

- (1) The City of Webster City, in accordance with its police powers, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey speed regulations at locations within the city limits. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the city's police department. Video images shall be provided to the police department by the contractor for review. The police department will determine which vehicle owners are in violation of the city's traffic control ordinances and are to receive a notice of violation for the offense.
- (2) It is the intention of the City Council that each section, paragraph, sentence, clause and provision of this chapter is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this chapter, nor any part thereof other than that affected by such decision.
- (3) That the aforesaid additional Chapter 46-415 shall be included as part of the replacement pages of the Municipal Code, City of Webster City, Iowa and made a part of said Code as provided by law.

46-416. Definitions.

- (1) Automated traffic citation shall mean a notice of fine generated in connection with the automated traffic enforcement system.
- (2) Automated traffic enforcement contractor shall mean the company or entity, if any, with which the City of Webster City contracts to, provide equipment and/or services in connection with the automated traffic enforcement system.
- (3) Automated traffic enforcement system shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.
- (4) Vehicle owner shall mean the person or entity identified by the Iowa Department of Transportation, or registered with any other state vehicle registration office, as the registered owner of a vehicle.

46-417. Vehicle owner's civil liability for certain traffic offenses.

- (1) The vehicle owner shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted limit.
- (2) The violation may be exempted from liability as outlined below in subsection 46-415.6 of this chapter and other defenses may be considered in connection with the appeal process.

- (3) In no event will an automated traffic citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the vehicle owner's driving record.

46-418. Notice of violation; fine.

- (1) Upon Webster City Police Department determination that the Automated Traffic Enforcement System has detected a violation, a notice of the violation will be mailed to the vehicle owner for each violation recorded by an automated traffic enforcement system or traffic control signal monitoring device. The automated traffic enforcement contractor shall mail the notice on behalf of the City within fifteen days after receiving information about the vehicle owner. The notice shall include the name and address of the vehicle owner; the vehicle make, if available and readily discernable, and registration number; the violation charged; the time; the date; and the location of the alleged violation; the applicable fine and monetary penalty which shall be assessed for late payment; information as to the availability of an administrative hearing in which the notice may be contested on its merits; and that the basis of the hearing in which the notice may be contested on its merits; and that the basis of the notice is a photographic or video record obtained by an automated traffic enforcement system.
- (2) Any violation of subsection 46-415.3 above shall be subject to a civil fine listed on the City of Webster City city-wide fee schedule for services, use of facilities, or fees/fines assessed for violations of the City's municipal code and adopted by City Council resolution. The fine for any violation committed in a designated construction zone (as provided by Iowa Code), shall be double. All civil fines are subject in any event to the limit on fines sought in municipal infractions. All civil fines shall be payable to the City of Webster City.

46-419. Contesting an automated traffic citation.

- (1) Within 30 days from the date appearing at the top of a notice of Automated Traffic Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code §364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice, and be sent to the City according to the instructions on that form. Upon receipt of a written challenge, a Webster City Police Officer shall determine whether the citation should be rescinded. Within 30 days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Traffic Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation shall stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection (f) hereof.
- (2) Failure to Timely Pay or Challenge Automated Traffic Citation. If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided and within the time limit provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with the provisions within the City of Webster City Municipal Code, seeking judgment for the applicable civil fine plus state mandated filing fee and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law. Collection of that judgment may include referral to the State of Iowa Income Offset program administered by the Department of Administrative Services, State Accounting Enterprise. Notwithstanding the City's right to file a municipal infraction, the City may

first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

46-420. Exception to owner liability.

The following shall not be considered violations for purposes of the Automated Traffic Enforcement System. The list of exemptions shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction.

- (1) The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Chapter 46 of this code or Iowa Code Chapter 321 (2011); or
- (2) The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the vehicle owner at the time of the alleged violation: or
- (3) The vehicle in question was an authorized emergency vehicle

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

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

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

Passed and adopted this ____ day of _____, 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk