



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
June 19, 2023 – 6:00 p.m.

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

Meeting ID 835 5909 4171

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 June 5, 2023.
- b. [RESOLUTION](#) on [PAYROLL](#) for the period ending June 3, 2023 and paid on June 9, 2023.
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. City Manager [REPORTS](#) May 2023
- e. Police Department [REPORT](#) May 2023
- f. Fire Department [REPORT](#) May 2023
- g. Hamilton County Solid Waste Commission [AGENDA PACKET](#) June 14, 2023
- h. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
 - Renewal of Class C Retail Alcohol License, Lomita's Mexican Restaurant, 500 2nd Street
 - Amendment to Class C Retail Alcohol License by adding Outdoor Service for June 22 & 29; July 6, 13, 20 & 27; August 3, 10, 17, 24 and 31, 2023 for Market Night Event in Webster City, Wildcat Products, LLC d/b/a Wildcat Distilling Co., 626 Second Street

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Amendment to Class C Retail Alcohol License for Additional Outdoor Service Area for 15th Anniversary Event to be held on June 24, 2023, Grid Iron Family Grill and Sports Lounge, 1121 East Second Street

Amendment to Class C Retail Alcohol License for Ownership Updates, Grid Iron Family Grill and Sports Lounge, 1121 East Second Street

Amendment to Class E Retail Alcohol License for Ownership Updates, Casey's General Store #1828, 1300 2nd Street

i. Council Committee Reports

j. Other reports and recommendations

3. GENERAL AGENDA

Public Hearings - 6:05 p.m.

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.

Hearing cancelled

[COUNCIL MEMORANDUM](#) [LTR-SNYDER ENGR](#) [BID](#) [MEMO-SNYDER ENGR](#)

Motion to reject the bids received for the 2023 Water Main Repair Project and rebid this fall.

b. **Public Hearing** pertaining to the Disposal of City-Owned property in Brewer Creek Estates 6th Addition.

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing and approving execution of a Purchase Agreement for the Sale of Lots in Brewer Creek Estates 6th Addition between the City of Webster City and Ridge Development, LLC. [AGREEMENT](#)

c. **Public Hearing** on proposal to amend the Code of Ordinances of the City of Webster City, Iowa, 2019, Pertaining to Chapter 10, Article VIII, Section 10-389 through 10-398, Pertaining to Permit and Plan Review Fees.

[COUNCIL MEMORANDUM](#)

First reading of an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Amending Chapter 10, Article VIII, Sections 10-389 through 10-398, Pertaining to Permit and Plan Review Fees.

[ORDINANCE](#)

d. [COUNCIL MEMORANDUM](#) Third 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.

[4-17-23 MEMO](#) [PRESENTATION](#) [RESOLUTION 4-17-23](#) [AGREEMENT](#) [ORDINANCE](#)

Pass and Adopt Ordinance

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing Cigarette/Tobacco/Nicotine/Vapor Permits for the 2023-2024 year.

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute a Change Order with Williams & Company for the Fees to Perform the FY23 Audit.

[WILLIAMS LTR](#) [WILLIAMS AGREE](#)

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g. Appointment of one member to the **City Planning and Zoning Commission** for the four-year term beginning June 19, 2023 and ending May 31, 2027.

h. Appointment of one member to the **Airport Commission** for the four-year term beginning June 19, 2023 and ending May 31, 2027.

i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing Staff to request Proposals for 2023 City Trash Services for City Facilities and Citywide Recyclable Collection Services for all Webster City Residents.

[RFP](#) [TRASHMAN AGR](#) [RECYCLING AGR](#) [ADDENDUM](#)

4. CLOSED SESSIONS

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

Meet in Closed Session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, as provided by Chapter 21.5 c. of the Code of Iowa.

RETURN TO OPEN SESSION

5. ADJOURN

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

CITY COUNCIL MEETING MINUTES
Webster City, Iowa June 5, 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 June 5 2023, upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers Mayor John Hawkins and the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

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

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

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

Mayor John Hawkins led the Pledge of Allegiance.

PETITIONS – COMMUNICATIONS – REQUESTS

None brought forth.

PUBLIC INFORMATION

Mayor Hawkins provided a reminder on the CleanUp/DropOff Event from noon to 4 p.m. on Friday, June 9th and 8 a.m. to noon on Saturday, June 10, 2023 at the Webster City Middle School Parking Lot.

MINUTES AND CLAIMS

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

- a. That the meeting minutes of May 15, 2023 be approved.
- b. That Resolution No. 2023-101 approving payroll for the period ending May 20, 2023 and paid on May 26, 2023 in the amount of \$201,085.08 be passed and adopted.
- c. That Resolution No. 2023-102 approving bills paid in the amount of \$1,298,468.91 be passed and adopted and the Fund List be approved.
- d. That the Finance Reports for April 2023 be accepted and placed on file.
- e. That the issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following be approved:

Class E Retail Alcohol License, BW Gas & Convenience Retail, LLC (Yesway #1018), 1803 Superior Street
Class E Retail Alcohol License, BW Gas & Convenience Retail, LLC (Yesway #1021), 1102 2nd Street
Amendment to Class C Retail Alcohol License by adding Outdoor Service for June 8, 2023 for Market Night
Event in Webster City, Wildcat Products, LLC d/b/a Wildcat Distilling Co., 626 Second Street

- j. Council Committee Reports-None brought forth.
- k. Other reports and recommendations-None brought forth.

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

GENERAL AGENDA

b. It was moved by Welch and seconded by McFarland that Resolution No. 2023-103 authorizing the Mayor to sign and execute a Retainer Agreement with Napoli Shkolnik, PLLC, for the PFAS (Perfluoroalkyl substances) Cost Recovery Lawsuit be passed and adopted.

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

Nick Knowles, Water/Wastewater Department Supervisor provided some details of the Agreement. Zeb McFarland of Iowa Rural Water also joined electronically to field any questions on this agenda item.

Public Hearing - 6:05 p.m.

a. June 5, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing on Proposed plans and specifications and proposed form of contract and estimate of cost for construction of the 2023 Wilson Brewer Courthouse Structural Improvement Project, the same was held. No written objections were received and no oral objections were presented.

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It was moved by Welch and seconded by McKinney that Resolution No. 2023-104 authorizing the Mayor to sign and execute a Contract with Peterson Construction for the 2023 Wilson Brewer Courthouse Structural Improvement Project be passed and adopted.

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

Brandon Bahrenfuss, Acting Public Works Director, gave a brief history and explained specifics on the funding for the project.

c. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-105 approving Police Department Memorandum of Understanding for 2021-2024 Work Agreement and approval by the City Manager be passed and adopted.

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

d. It was moved by McKinney and seconded by Welch that Resolution No. 2023-106 adopting Group Benefit Plan for City Employees beginning July 1, 2023, with Iowa Governmental Health Care Plan, Third Party Administrator Employee Benefit Systems be passed and adopted.

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

e. It was moved by Welch and seconded by McFarland that Resolution No. 2023-107 adopting Employee Pay Plan for 2023-24 be passed and adopted.

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

Beth Chelesvig, Administrative Services Director, provided Council with details on the above agenda items c,d,and e.

f. It was moved by Welch and seconded by McKinney that the Second Reading of an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Amending Chapter 46 Pertaining to Traffic Control Devices be approved.

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

It was moved by Welch and seconded by McFarland that the Third 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 be waived.

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

It was moved by Welch and seconded by McFarland that Ordinance No. 2023-1865, an Ordinance amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Amending Chapter 46 Pertaining to Traffic Control Devices be passed and adopted.

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

Derrick Drube, Right of Way Inspector and Secretary of the Traffic Study Committee spoke on the adoption of the Ordinance.

g. It was moved by McKinney and seconded by Hansen that the Second 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 be approved.

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

Biridiana Bishop, Assistant City Manager, reviewed the reason for the amendment and where the locations of the Automatic Traffic Enforcement Devices would be placed. Council Member McKinney suggested that Council not waive the Third Reading of this Ordinance and place the Third Reading on the June 19th, 2023 Council Agenda.

h. It was moved by Welch and seconded by Hansen that Resolution No. 2023-108 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 proposal to amend the Code of Ordinances of the City of Webster City, Iowa, 2019, Pertaining to Chapter 10, Article VIII, Section 10-389 through 10-398, Pertaining to Permit and Plan Review Fees be passed and adopted.

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

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i. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-109 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 pertaining to the Disposal of City-Owned property in Brewer Creek Estates 6th Addition be passed and adopted.

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

Ariel Bertran, Community Development Director, gave details of the above agenda items h and i, and request to set the public hearings.

j. It was moved by Hansen and seconded by McKinney that Resolution No. 2023-110 setting July 17, 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 the Emergency Backup Power for Sewer Lift Stations Project be passed and adopted.

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

Water/Wastewater Department Supervisor Knowles spoke on the FEMA grant received for the generators and the need to bid out at this time.

k. It was moved by McFarland and seconded by Hansen that the request from Webster City Area Chamber of Commerce for additional street closure of the 700 Block of Second Street up to 731 Second Street from 4:00 p.m. to 8:30 p.m. for Webster City Market Nights on Thursdays from June 8 through August 31, 2023 be approved.

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

Anna Woodward, Chamber Director, was present to give details on the request for the additional street closure (as needed) for the Market Night Events.

l. It was moved by Hansen and seconded by McFarland that request for approval of no parking from 11 a.m. Friday, June 9th to noon on Saturday June 10th, 2023 on West side of Des Moines Street (parking area only) from intersection of First Street to North entrance of the Webster City Middle School Parking Lot for CleanUp/DropOff Event be approved.

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

m. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-111 authorizing the Mayor to sign and execute an Encroachment Easement Agreement with Help, Entertain, and Restore Organization, Inc. (HERO) to install a DVD Box next to the Little Library in front of City Hall be passed and adopted.

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

Assistant City Manager Bishop informed Council on the plans for the DVD Box to be installed by HERO and that the Encroachment Easement Agreement would be for five years.

n. **APPOINTMENTS** It was moved by Hansen and seconded by McFarland that the following appointments (1-8) be approved:

1. Appointment of Allison Appel and Kyle Fritz to the **Park & Recreation Advisory Commission** for the four-year terms beginning June 1, 2023 and ending May 31, 2027.

2. Appointment of Lynn Jaycox to the **Park & Recreation Advisory Commission** for the unexpired term beginning June 1, 2023 and ending May 31, 2026.

3. Appointment of Scott Bargfrede to the **Airport Commission** for the four-year term beginning June 1, 2023 and ending May 31, 2027.

4. Appointment of Jim Kumm to the **Zoning Board of Adjustment** for the five-year term beginning June 1, 2023 and ending May 31, 2028.

5. Appointment of Kyle Heffernan to the **City Planning and Zoning Commission** for the four-year term beginning June 1, 2023 and ending May 31, 2027.

6. Appointment of Andy Sowle (City Government Representative) and Ashley Allers (Public-At-Large Representative) to the **Hotel/Motel Tax Board** for the four-year terms beginning June 1, 2023 and ending May 31, 2027.

7. Appointment of Kyle Heffernan and Brandon Bahrenfuss to the **Traffic Study Committee** for the four-year terms beginning June 1, 2023 and ending May 31, 2027.

8. Appointment of Tammy Greenfield to the **Senior Citizens Advisory Board** for the three-year term beginning June 1, 2023 and ending May 31, 2026.

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

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OTHER ITEMS SENT TO COUNCIL

- a. The City Attorney Report/Update dated May 30, 2023, was previously given to Council for review.

CLOSED SESSION

It was moved by McFarland and seconded by Welch that Council meet in closed session to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property, or reduce the price the governmental body would receive for that property as provided by Chapter 21.5 j. of the Code of Iowa.

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

Council went out of Open Session at 6:23 p.m.

Council took a short recess.

Council went into Closed Session at 6:30 p.m.

Council returned to Open Session at 6:51 p.m.

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

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

The June 5th, 2023 Regular City Council Meeting stood adjourned at 6:52 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 June 3, 2023 and paid on June 9, 2023 aggregating the sum of \$194,156.64 herewith presented, be and the same is hereby approved.

Passed and adopted this 19th day of June, 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	McFARLAND, 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.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
Total CITY COUNCIL:											
		5	520.00	.00	.00	.00	.00	520.00	.00	184.61	295.23
20035	BISHOP, BIRIDIANA	4,072.76	80.00	.00	.00	.00	.00	.00	125.00	.00	2,673.35
60722	CHELESVIG, BETH A.	3,121.59	80.00	.00	.00	.00	.00	.00	.00	.00	2,071.44
61245	DINSDALE, ASHLEY J.	1,901.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,315.84
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	16,662.46	400.00	.00	.00	.00	.00	300.00	.00	10,304.54
30980	STRONER, BRIAN M.	2,823.24	80.00	.00	.00	.00	.00	.00	.00	.00	2,010.79
Total ENVIRONMENTAL/SAFETY:											
		1	2,823.24	80.00	.00	.00	.00	.00	.00	.00	2,010.79
61164	BONJOUR, KARYL K.	2,335.22	80.00	.00	.00	.00	.00	.00	.00	.00	1,551.36
61238	HAGLUND, DENISE D.	1,607.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,119.48
61243	HESLEY, EMILY M.	1,821.58	80.00	.00	.00	.00	.00	.00	.00	.00	1,239.03
61241	JOHNSON, LAURA A.	1,501.60	80.00	.00	.00	.00	.00	.00	.00	.00	936.51
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	WOLFGRAM, DOREEN A.	3,118.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,194.40
Total FINANCE OFFICE:											
		7	14,493.61	560.00	.00	.00	.00	.00	.00	.00	9,887.63
41502	CAMPBELL, AARON M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41215	CASEY, DANA R	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	17.23
40857	DOOLITTLE, KENDALL J.	80.00	.00	.00	.00	.00	.00	80.00	.00	68.91	.00
41263	ESTLUND, JEROMY J.	2,559.90	115.00	.00	.00	.00	.00	.00	.00	.00	1,865.26
41395	FEICKERT, DAKOTA L.	112.00	.00	.00	.00	.00	.00	112.00	.00	.00	96.48
41038	FERGUSON, WILLIAM M.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41300	FOX, JEFFREY A.	476.00	30.00	.00	.00	.00	.00	56.00	.00	.00	385.58
41530	HANSON, CONNER	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
40971	HAYES, BRANDON W.	2,586.35	115.00	.00	.00	.00	.00	.00	.00	.00	1,885.88
41445	HAYES, HARRISON W.	238.00	9.00	.00	.00	.00	.00	112.00	.00	205.01	.00
41441	HAYES, HUNTER W.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
40031	HOLST, RONALD W	80.00	.00	.00	.00	.00	.00	80.00	.00	68.91	.00
41192	JESSEN, PHILLIP N.	112.00	.00	.00	.00	.00	.00	112.00	.00	76.48	.00
41541	KUMM, MAXWELL J.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41460	LEHMAN, MICHEAL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	8.47
41200	MADSEN, TODD M	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	86.14
41515	SCHWERING, DREW M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41219	SOWLE JR., ANDREW W.	2,565.65	115.00	.00	.00	.00	.00	.00	.00	.00	1,569.28
41400	STANSFIELD, CHARLES T.	3,084.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,197.94
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41088	TOLLE, PAUL A.	100.00	.00	.00	.00	.00	.00	100.00	.00	86.14	.00
41540	WAGNER, JORDAN J.	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
41216	WEINSCHENK, KENRIC J	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41213	WILLIAMS, ZACHARY W.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	51.68
40815	WILLS, DON H.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.35	.00
41340	YOUNGDALE, COLE C.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
41270	ZEHNER, DONALD F.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
Total FIRE DEPARTMENT:											
		27	12,914.70	464.00	.00	.00	.00	1,572.00	.00	782.50	8,551.81
61240	WINTER, KIRBY L.	4,086.96	80.00	.00	.00	.00	.00	.00	20.00	.00	2,862.52
Total INFORMATION SYSTEMS:											
		1	4,086.96	80.00	.00	.00	.00	.00	20.00	.00	2,862.52
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.	3,241.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,201.97
31190	DAYTON, BRYAN K.	3,213.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,206.14
30678	DICKINSON, ADAM L.	4,222.24	88.00	.00	.00	.00	.00	.00	.00	.00	2,899.34
31230	MC COLLOUGH, DOUGLAS J.	3,215.21	80.00	.00	.00	.00	.00	.00	.00	.00	2,267.33
31184	MOURTON, RUSSELL E.	3,243.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,883.65
31240	NEWMAN, BRADY N.	2,420.00	88.00	.00	.00	.00	.00	.00	.00	.00	1,775.89
31186	ORTON, RYAN D.	4,361.05	96.00	.00	523.32	.00	.00	.00	.00	.00	2,986.07
30918	PARKHILL, MARTY E.	3,504.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,430.42
Total LINE DEPARTMENT:											
		9	30,479.34	752.00	.00	523.32	.00	.00	.00	.00	20,755.99
30976	MADSEN, TODD M.	1,776.82	80.00	.00	.00	.00	.00	.00	.00	.00	1,305.52
31188	PASCHKE, RODNEY A.	1,713.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,156.01
Total METER DEPARTMENT:											
		2	3,490.42	160.00	.00	.00	.00	.00	.00	.00	2,461.53
61250	BERTRAN, ARIEL L.	2,589.23	80.00	.00	.00	.00	.00	.00	.00	.00	1,817.44
Total PLANNING/ZONING:											
		1	2,589.23	80.00	.00	.00	.00	.00	.00	.00	1,817.44
41169	CLARK, TERRI L.	1,947.34	92.00	.00	218.28	.00	145.52	.00	.00	.00	1,463.77
41480	DILLEY, JEAN M.	2,025.68	92.00	.00	.00	.00	462.48	.00	.00	.00	1,390.51
41390	NOWELL, TANNER J.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,544.15
41542	RICH, RHONDA R.	836.74	40.00	.00	.00	.00	.00	.00	.00	.00	683.46
41475	RUSH, DEBORAH G.	2,143.20	88.00	.00	128.16	.00	170.88	.00	.00	.00	1,489.25
41510	WHITEHILL, AUDRIANA G.	1,684.91	88.00	.00	218.51	.00	.00	.00	.00	.00	1,200.02
Total POLICE DEPARTMENT-D:											
		6	10,769.07	480.00	.00	564.95	.00	778.88	.00	.00	7,771.16
41430	BASINGER, RYAN A.	2,774.92	84.00	.00	.00	.00	.00	.00	.00	.00	2,024.06
41535	HOLCOMBE, IAN J.	2,208.90	84.00	.00	.00	.00	.00	.00	.00	.00	1,613.79
41191	HOUGE, CLINTON J.	3,012.11	88.00	.00	.00	.00	.00	.00	.00	.00	2,126.39

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
41453	LEHMAN, MICHEAL L.	2,444.04	84.00	.00	.00	.00	.00	.00	.00	.00	1,780.86
41230	MCKINLEY, ERIC K.	2,750.60	84.00	.00	.00	.00	.00	.00	.00	.00	2,055.00
41110	MORK, SHILOH B.	3,636.17	80.00	.00	.00	.00	.00	.00	.00	.00	2,445.65
41471	MOURLAM, DALTON G.	2,379.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,706.12
41225	PRITCHARD, BRANDON D.	3,024.23	98.00	.00	.00	.00	.00	.00	.00	.00	2,149.74
41426	ROSE, DYLAN M.	2,479.16	84.00	.00	.00	.00	.00	.00	.00	.00	1,657.83
41450	THUMMA, STEVEN L.	2,708.72	84.00	.00	.00	.00	.00	.00	.00	.00	1,679.87
41495	WATKINS, MARK D.	4,440.32	122.00	1,074.24	.00	835.52	.00	.00	.00	.00	3,240.72
Total POLICE DEPARTMENT-O:											
		11	31,858.41	976.00	1,074.24	.00	835.52	.00	.00	.00	22,480.03
81291	ASKLUND, ANTHONY T.	409.63	28.25	.00	.00	.00	.00	.00	.00	.00	352.52
81672	CRYSTAL, EVERETT T.	1,073.26	75.75	.00	151.88	.00	.00	.00	.00	.00	923.65
81697	FARO, FRANK L.	668.25	49.50	.00	.00	.00	.00	.00	.00	.00	571.10
81713	FOLEY, PATRICK R.	793.13	58.75	.00	.00	.00	.00	.00	.00	.00	652.52
81712	GARVEY, ROGER A.	749.25	55.50	.00	.00	.00	.00	.00	.00	.00	627.87
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,206.52
81617	OLSON, NICHOLAS L.	850.50	63.00	.00	.00	.00	.00	.00	.00	693.51	.00
51195	RODEN, JACOB J.	1,923.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,332.44
Total PUBLIC GROUNDS:											
		8	8,187.22	490.75	.00	151.88	.00	.00	.00	693.51	5,666.62
61255	DRUBE, DERRICK DANIEL	1,923.05	80.00	.00	.00	.00	.00	.00	.00	.00	1,377.06
81745	KEANE, ROSS M.	960.00	64.00	.00	.00	.00	.00	.00	.00	.00	828.74
Total PUBLIC WORKS:											
		2	2,883.05	144.00	.00	.00	.00	.00	.00	.00	2,205.80
81653	BINDER, MEREDITH K.	273.00	21.00	.00	.00	.00	.00	.00	.00	.00	234.94
81726	BINDER, RILEY K.	114.00	9.50	.00	.00	.00	.00	.00	.00	.00	105.28
81743	DINSDALE, SOPHIE J.	282.00	24.50	.00	.00	.00	.00	.00	.00	.00	260.43
81669	DRAEGER, MAKAYLEE M.	297.25	20.50	.00	.00	.00	.00	.00	.00	.00	274.51
81708	GALLENLINE, ABIGAIL M.	73.50	6.00	.00	.00	.00	.00	.00	.00	67.87	.00
81746	GALLENLINE, OLIVIA M.	22.00	2.00	.00	.00	.00	.00	.00	.00	20.32	.00
70107	GLASCOCK, MARK A.	1,889.91	82.00	.00	68.31	.00	.00	.00	.00	.00	1,264.88
81774	GRAMBLIN, ELIZABETH A.	132.00	11.00	.00	.00	.00	.00	.00	.00	.00	121.91
81711	HANSEN, ELLA M.	56.00	5.00	.00	.00	.00	.00	.00	.00	.00	51.72
81667	LAMB, MITCHELL S.	314.50	25.50	.00	.00	.00	.00	.00	.00	.00	270.66
70975	LESHER, BREANNE M.	2,896.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,003.25
81651	LINDSTROM, SARAH J.	252.00	21.00	.00	.00	.00	.00	.00	.00	.00	216.88
81673	MCKEE, BRONWYN E.	55.13	4.50	.00	.00	.00	.00	.00	.00	.00	50.91
81760	MILLER, COLE D.	44.00	4.00	.00	.00	.00	.00	.00	.00	.00	40.63
81689	NELSEN, DENISE L.	792.35	50.50	.00	.00	.00	.00	.00	.00	.00	655.56
81744	PECK, EMMA G.	325.75	28.75	.00	.00	.00	.00	.00	.00	.00	300.83
31195	PETERSON, RICK E.	2,199.38	90.50	.00	361.78	.00	.00	.00	.00	.00	1,558.49
81665	PRUISMANN, LINDA A.	773.30	46.25	.00	.00	.00	.00	.00	.00	.00	603.24
81719	SCHULTZ, CAMDEN J.	60.00	5.00	.00	.00	.00	.00	.00	.00	.00	55.41
81761	STUELAND, CAMERON M.	44.00	4.00	.00	.00	.00	.00	.00	.00	40.63	.00
81718	THONGSOUK, TAHSAYIA W.	48.00	4.00	.00	.00	.00	.00	.00	.00	.00	44.32
Total RECREATION:											
		21	10,944.07	545.50	.00	430.09	.00	.00	.00	128.82	8,113.85
51187	BAHRENFUSS, BRANDON D.	2,989.20	80.00	.00	.00	.00	.00	142.00	.00	.00	2,098.95

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
51210	DANIELS, JACOB S.	1,961.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,372.41
51178	DOOLITTLE, DAN L	1,012.00	46.00	.00	.00	.00	.00	.00	.00	.00	814.03
51225	JONDAL, KOOPER M.	1,840.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,449.86
51220	KLIEGL, SHAWN A.	1,841.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,311.59
51190	RATCLIFF, BRETT D.	2,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,474.91
51230	SCHEUERMANN, RILEE C.	1,960.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,400.93
51184	WILLIAMS, ZACHARY W.	2,504.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,726.99
51205	YOUNGDALE, COLE C.	2,204.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,570.49
Total STREET DEPARTMENT:											
		9	18,443.62	686.00	.00	.00	.00	142.00	.00	.00	13,220.16
30772	DINGMAN, CHAD M.	2,972.52	88.00	.00	.00	.00	.00	.00	.00	.00	2,191.69
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	7,325.16	256.00	.00	.00	.00	.00	.00	.00	5,375.75
31189	CHAMBERS, TODD A.	2,991.46	90.00	.00	410.00	.00	.00	.00	.00	.00	1,973.66
31220	FARWELL, GREGORY A.	2,389.37	81.50	.00	65.36	.00	.00	.00	.00	.00	1,700.12
31215	KNOWLES, NICHOLAS A.	3,872.40	86.00	.00	391.60	.00	.00	.00	.00	.00	2,552.42
31245	NELSON, BENJAMIN J.	2,140.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,539.39
31225	PARKER, LOGAN M.	2,212.85	90.75	.00	99.09	.00	.00	.00	.00	.00	1,518.01
Total WATER PLANT:											
		5	13,606.08	428.25	966.05	.00	.00	.00	.00	.00	9,283.60
Grand Totals:											
		124	194,156.64	6,662.50	1,074.24	2,636.29	835.52	778.88	2,234.00	320.00	1,789.44

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 \$586,941.29 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 19th day of June, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HAMILTON COUNTY PUBLIC HEALTH (1866)							
053023	1	Invoice	INDOOR POOL INSPECTION	05/30/2023	270.00	12/23	100-22-42-5233-215
Total 053023:					270.00		
Total HAMILTON COUNTY PUBLIC HEALTH (1866):					270.00		
THE WEBSTAURANT STORE, LLC. (7742)							
86695425	1	Invoice	2 - KOALA KARE BABY CHANGING STATION/	06/08/2023	601.09	12/23	100-22-42-5242-310
86695425	2	Invoice	2 - KOALA KARE BABY CHANGING STATION	06/08/2023	560.40	12/23	100-22-42-5210-310
Total 86695425:					1,161.49		
Total THE WEBSTAURANT STORE, LLC. (7742):					1,161.49		
Total 06/09/2023:					1,431.49		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AFLAC, INC. (20)							
175958	1	Invoice	AFLAC PREMIUMS	06/12/2023	1,652.00	12/23	902-11215
Total 175958:					1,652.00		
Total AFLAC, INC. (20):					1,652.00		
AGSOURCE (4458)							
PS-INV2718	1	Invoice	WATER POOL SPA ROUTE CHARGE & PS CO	05/23/2023	27.50	12/23	100-22-42-5233-299
Total PS-INV271899:					27.50		
Total AGSOURCE (4458):					27.50		
AHLERS & COONEY, P.C. (22)							
844152	1	Invoice	LEGAL SERVICES	05/30/2023	91.20	12/23	100-24-13-5460-212
844152	2	Invoice	LEGAL SERVICES	05/30/2023	250.80	12/23	601-24-13-5460-212
844152	3	Invoice	LEGAL SERVICES	05/30/2023	57.00	12/23	602-24-13-5460-212
844152	4	Invoice	LEGAL SERVICES	05/30/2023	57.00	12/23	603-24-13-5460-212
Total 844152:					456.00		
845706	1	Invoice	ELECTRIC UTILITY	05/31/2023	522.75	12/23	601-23-52-5588-212
Total 845706:					522.75		
Total AHLERS & COONEY, P.C. (22):					978.75		
ALEXANDER, LANA (2336)							
060723	1	Invoice	CUSTOMER DEPOSIT REFUND	06/07/2023	88.83	12/23	601-21011
Total 060723:					88.83		
Total ALEXANDER, LANA (2336):					88.83		
ALPHACARD (7458)							
INV7088335	1	Invoice	FULL COLOR RIBBON/30MIL PVC CARDS	05/31/2023	166.93	12/23	100-22-42-5233-318
Total INV7088335:					166.93		
INV7093707	1	Invoice	FULL COLOR RIBBON/30MIL PVC CARDS	06/07/2023	446.53	12/23	100-22-42-5233-318
Total INV7093707:					446.53		
Total ALPHACARD (7458):					613.46		
AMAZON CAPITAL SERVICES (7618)							
13G4-G7CH-	1	Invoice	GEARCASE ASSEMBLY/WHITE TAGS WITH S	06/01/2023	95.82	12/23	100-22-42-5242-318
Total 13G4-G7CH-7FPC:					95.82		
13N1-YC4M-	1	Invoice	5 BOXES FILE FOLDERS-PD	06/01/2023	74.35	12/23	100-21-21-5110-316
Total 13N1-YC4M-3XXV:					74.35		
19L7-KKD9-4	1	Invoice	4 PK TONER CARTRIDGES-PD	06/01/2023	135.99	12/23	100-21-21-5110-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 19L7-KKD9-4QDQ:					135.99		
1F4L-9XXR-	1	Invoice	1 PK LABELS FOR BIO SUBSTANCE CATEGO	06/01/2023	25.14	12/23	100-21-21-5110-221
1F4L-9XXR-	2	Invoice	1 PK OF 2 UNIVERSAL TWIN SPOOL RIBBON	06/01/2023	.31	12/23	100-24-16-5420-318
1F4L-9XXR-	3	Invoice	1 PK OF 2 UNIVERSAL TWIN SPOOL RIBBON	06/01/2023	2.26	12/23	601-24-16-5930-318
1F4L-9XXR-	4	Invoice	1 PK OF 2 UNIVERSAL TWIN SPOOL RIBBON	06/01/2023	.70	12/23	602-24-16-5930-318
1F4L-9XXR-	5	Invoice	1 PK OF 2 UNIVERSAL TWIN SPOOL RIBBON	06/01/2023	.21	12/23	603-24-16-5930-318
Total 1F4L-9XXR-4RCM:					28.62		
1FGP-X1NN-	1	Invoice	ERGONOMIC FOOT REST	06/01/2023	19.86	12/23	100-21-21-5180-318
Total 1FGP-X1NN-61CQ:					19.86		
1GWK-FV4T-	1	Invoice	MAGNETIC CARD READER-OD POOL	06/01/2023	18.10	12/23	100-22-42-5242-318
1GWK-FV4T-	2	Invoice	4 PK REPLACEMENT HDMI CABLE	06/01/2023	2.17	12/23	100-24-16-5420-317
1GWK-FV4T-	3	Invoice	4 PK REPLACEMENT HDMI CABLE	06/01/2023	7.93	12/23	601-24-16-5921-317
1GWK-FV4T-	4	Invoice	4 PK REPLACEMENT HDMI CABLE	06/01/2023	2.17	12/23	602-24-16-5921-317
1GWK-FV4T-	5	Invoice	4 PK REPLACEMENT HDMI CABLE	06/01/2023	2.17	12/23	603-24-16-5921-317
Total 1GWK-FV4T-4NHC:					32.54		
1KFG-RYJ6-	1	Invoice	MISC SUPPLIES FOR LINE DEPT	06/01/2023	94.17	12/23	601-23-52-5588-311
Total 1KFG-RYJ6-3CTY:					94.17		
1MMT-QHTV	1	Invoice	OFFICE SUPPLIES	06/01/2023	18.12	12/23	100-24-12-5430-316
1MMT-QHTV	2	Invoice	OFFICE SUPPLIES	06/01/2023	49.82	12/23	601-23-81-5921-316
1MMT-QHTV	3	Invoice	OFFICE SUPPLIES	06/01/2023	11.33	12/23	602-23-81-5921-316
1MMT-QHTV	4	Invoice	OFFICE SUPPLIES	06/01/2023	11.32	12/23	603-23-81-5921-316
Total 1MMT-QHTV-6NCQ:					90.59		
1NML-1YCP-	1	Invoice	SMART WEATHER STATION	06/01/2023	189.99	12/23	204-23-30-5330-318
Total 1NML-1YCP-4N4L:					189.99		
1Q6J-QF9W-	1	Invoice	REPLACEMENT WIRELESS KEYBOARD/MIC	06/01/2023	6.00	12/23	100-24-16-5420-399
1Q6J-QF9W-	2	Invoice	REPLACEMENT WIRELESS KEYBOARD/MIC	06/01/2023	21.98	12/23	601-24-16-5930-399
1Q6J-QF9W-	3	Invoice	REPLACEMENT WIRELESS KEYBOARD/MIC	06/01/2023	6.00	12/23	602-24-16-5930-399
1Q6J-QF9W-	4	Invoice	REPLACEMENT WIRELESS KEYBOARD/MIC	06/01/2023	6.00	12/23	603-24-16-5921-399
Total 1Q6J-QF9W-6C9M:					39.98		
1QLX-RLVY-	1	Invoice	RETURN HANDSFREE SCANNER KIT	06/07/2023	213.00-	12/23	100-22-42-5242-318
Total 1QLX-RLVY-1TKP:					213.00-		
1R7R-79XH-	1	Invoice	WINDSHIELD WASHER KIT/CIG ADAPTER S	06/01/2023	28.98	12/23	100-21-21-5110-314
Total 1R7R-79XH-7QTP:					28.98		
1WX7-7LMJ-	1	Invoice	1 TB PORTABLE HDD	06/01/2023	54.99	12/23	100-21-21-5110-318
Total 1WX7-7LMJ-4V79:					54.99		
1WY7-XCP7-	1	Invoice	BARCODE SCANNER-OD POOL	06/01/2023	32.99	12/23	100-22-42-5242-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1WY7-XCP7-91W6:					32.99		
1XCN-J3WK-	1	Invoice	ID CARD ORGANIZER FOR OD POOL	06/01/2023	17.50	12/23	100-22-42-5242-318
Total 1XCN-J3WK-4Q7K:					17.50		
1YYV-R3FH-	1	Invoice	3 REPLACEMENT BATTERIES FOR MOTORO	06/01/2023	402.00	12/23	100-21-21-5110-318
Total 1YYV-R3FH-34JK:					402.00		
1YYV-R3FH-	1	Invoice	1 12PK - 12x16x1 AIR FILTERS FOR TRAFFIC	06/01/2023	45.97	12/23	100-21-30-5120-313
Total 1YYV-R3FH-43YH:					45.97		
Total AMAZON CAPITAL SERVICES (7618):					1,171.34		
ANDERSEN, LAURA (7675)							
060523	1	Invoice	ENERGY EFFICIENCY REBATE	06/05/2023	75.00	12/23	601-23-36-5930-979
Total 060523:					75.00		
Total ANDERSEN, LAURA (7675):					75.00		
ANDERSON, MELISSA (7740)							
060623	1	Invoice	ENERGY EFFICIENT REBATE	06/06/2023	250.00	12/23	601-23-36-5930-979
Total 060623:					250.00		
Total ANDERSON, MELISSA (7740):					250.00		
ARNOLD MOTOR SUPPLY (68)							
26NV086723	1	Invoice	OUTDOOR POOL SUPPLIES	05/31/2023	8.69	12/23	100-22-42-5242-311
Total 26NV086723:					8.69		
26NV086731	1	Invoice	OUTDOOR POOL SUPPLIES	05/31/2023	59.99	12/23	100-22-42-5242-311
Total 26NV086731:					59.99		
26NV087033	1	Invoice	1 PKG INS CLAMP-SHOP STOCK	06/06/2023	11.99	12/23	601-23-52-5588-318
Total 26NV087033:					11.99		
26NV087357	1	Invoice	1 PKG INS CLAMP-SHOP STOCK	06/12/2023	20.99	12/23	204-23-30-5310-318
Total 26NV087357:					20.99		
Total ARNOLD MOTOR SUPPLY (68):					101.66		
BLACK HILLS ENERGY (3466)							
0976116930	1	Invoice	GAS UTILITY/LINE	06/08/2023	12.20	12/23	601-23-52-5586-234
0976116930	2	Invoice	GAS UTILITY/LINE	06/08/2023	12.20	12/23	601-23-52-5588-234
0976116930	3	Invoice	GAS UTILITY/LINE	06/08/2023	12.21	12/23	601-23-51-5566-234
Total 0976116930 06/08/23:					36.61		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT SHED	06/08/2023	39.74	12/23	602-23-61-5642-234

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 5978424719 06/08/23:					39.74		
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	06/08/2023	37.88	12/23	602-23-61-5642-234
Total 6506969580 06/08/23:					37.88		
Total BLACK HILLS ENERGY (3466):					114.23		
BOMGAARS (5165)							
62001533	1	Invoice	STEP LADDER- SHOP	05/30/2023	139.99	12/23	601-23-52-5588-318
Total 62001533:					139.99		
62002578	1	Invoice	WTP SUPPLIES	06/01/2023	21.67	12/23	602-23-61-5642-318
Total 62002578:					21.67		
62002610	1	Invoice	SHOP SUPPLIES-CEMETERY	06/01/2023	27.97	12/23	100-23-42-5371-318
Total 62002610:					27.97		
62002625	1	Invoice	HYVEE WATER TOWER SUPPLIES	06/01/2023	38.96	12/23	601-23-52-5588-318
Total 62002625:					38.96		
62005230	1	Invoice	FLY TRAP/SWATTER	06/07/2023	17.27	12/23	204-23-30-5310-318
62005230	2	Invoice	SUPPLIES FOR STORM SEWER	06/07/2023	40.68	12/23	204-23-30-5330-318
Total 62005230:					57.95		
62005317	1	Invoice	SUPPLIES FOR LINE DEPT	06/07/2023	21.71	12/23	601-23-52-5588-318
Total 62005317:					21.71		
62005743	1	Invoice	CAT FOOD FOR TRAPING RACCOON	06/08/2023	2.38	12/23	100-23-42-5371-318
62005743	2	Invoice	GREASE GUN-CEMETERY	06/08/2023	14.99	12/23	100-23-42-5371-311
Total 62005743:					17.37		
62005866	1	Invoice	SHOP TOOLS	06/08/2023	69.99	12/23	100-22-42-5210-311
Total 62005866:					69.99		
62006142	1	Invoice	GLOVES FOR CITYWIDE CLEANUP	06/09/2023	13.57	12/23	100-24-11-5410-299
62006142	2	Invoice	GLOVES FOR CITYWIDE CLEANUP	06/09/2023	37.30	12/23	601-24-11-5410-299
62006142	3	Invoice	GLOVES FOR CITYWIDE CLEANUP	06/09/2023	8.48	12/23	602-24-11-5410-299
62006142	4	Invoice	GLOVES FOR CITYWIDE CLEANUP	06/09/2023	8.48	12/23	603-24-11-5410-299
Total 62006142:					67.83		
62006445	1	Invoice	DOG FOOD	06/09/2023	54.99	12/23	214-21-21-5110-318
Total 62006445:					54.99		
62007747	1	Invoice	BATTERY #9 GRAVELY	06/12/2023	49.99	12/23	100-23-42-5371-314
62007747	2	Invoice	MISC TOOLS	06/12/2023	3.83	12/23	100-22-42-5210-311

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62007747:					53.82		
62008055	1	Invoice	TRIMMER LINE	06/13/2023	31.98	12/23	100-23-42-5371-314
Total 62008055:					31.98		
Total BOMGAARS (5165):					604.23		
BRIGHTLY SOFTWARE, INC. (7630)							
INV-212611	1	Invoice	WORKFLOW TEMPLATE CUSTOMIZATION	05/30/2023	2,992.50	12/23	100-24-18-5470-215
Total INV-212611:					2,992.50		
Total BRIGHTLY SOFTWARE, INC. (7630):					2,992.50		
CAPITAL SANITARY SUPPLY (6096)							
C367875	1	Invoice	CEMETERY WALL MOUNT ACCESS	06/07/2023	10.39	12/23	100-23-42-5371-318
Total C367875:					10.39		
C369316	1	Invoice	OD POOL SUPPLIES	06/07/2023	101.01	12/23	100-22-42-5242-318
C369316	2	Invoice	PUBLIC GROUND SUPPLIES	06/07/2023	49.42	12/23	100-22-42-5233-318
Total C369316:					150.43		
C369324	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	06/07/2023	34.25	12/23	100-24-36-5480-318
C369324	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	06/07/2023	24.47	12/23	601-23-36-5480-318
C369324	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	06/07/2023	19.58	12/23	602-23-36-5480-318
C369324	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	06/07/2023	19.58	12/23	603-23-36-5480-318
Total C369324:					97.88		
Total CAPITAL SANITARY SUPPLY (6096):					258.70		
CARD SERVICES (140)							
0000 06/01/2	1	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	.33	12/23	100-21-18-5190-315
0000 06/01/2	2	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	1.60	12/23	100-21-22-5140-315
0000 06/01/2	3	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	14.98	12/23	100-24-14-5435-315
0000 06/01/2	4	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	17.17	12/23	601-23-52-5935-315
0000 06/01/2	5	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	1.07	12/23	601-23-80-5935-315
0000 06/01/2	6	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	1.07	12/23	602-23-80-5935-315
0000 06/01/2	7	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	21.65	12/23	100-21-21-5110-315
0000 06/01/2	8	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	7.71	12/23	100-22-42-5210-315
0000 06/01/2	9	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	7.71	12/23	100-23-42-5371-315
0000 06/01/2	10	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	.59	12/23	100-22-42-5233-315
0000 06/01/2	11	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	15.98	12/23	204-23-30-5310-315
0000 06/01/2	12	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	2.15	12/23	603-23-70-5935-315
0000 06/01/2	13	Invoice	FUEL CLOUD SUBSCRIPTION	06/01/2023	2.99	12/23	602-23-61-5935-315
0000 06/01/2	14	Invoice	MEAL EXPENSE-BARNES/MCCOLLOUGH/NE	06/01/2023	210.62	12/23	601-23-52-5926-231
0000 06/01/2	15	Invoice	LODGING-BARNES	06/01/2023	255.36	12/23	601-23-52-5926-231
0000 06/01/2	16	Invoice	LODGING-MCCOLLOUGH	06/01/2023	255.36	12/23	601-23-52-5926-231
0000 06/01/2	17	Invoice	IA DNR RENEWALS-WATER DIST	06/01/2023	187.51	12/23	602-23-62-5930-215
0000 06/01/2	18	Invoice	IA DNR RENEWALS-WATER	06/01/2023	247.51	12/23	602-23-61-5930-215
0000 06/01/2	19	Invoice	IA DNR RENEWALS-WASTEWATER	06/01/2023	427.52	12/23	603-23-70-5930-215
Total 0000 06/01/23:					1,678.88		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0001 06/01/2	1	Invoice	LODGING - HOLCOMBE 4/30/23	06/01/2023	448.00	12/23	100-21-21-5110-231
0001 06/01/2	2	Invoice	LODGING - HOLCOMBE 5/7/23	06/01/2023	448.00	12/23	100-21-21-5110-231
0001 06/01/2	3	Invoice	LODGING - HOLCOMBE 5/14/23	06/01/2023	448.00	12/23	100-21-21-5110-231
0001 06/01/2	4	Invoice	LODGING - HOLCOMBE 05/21/23	06/01/2023	448.00	12/23	100-21-21-5110-231
0001 06/01/2	5	Invoice	MEAL EXPENSES - HOLCOMBE 05/20/23	06/01/2023	572.10	12/23	100-21-21-5110-231
Total 0001 06/01/23:					2,364.10		
0003 06/01/2	1	Invoice	CANCEL SSL CERTIFICATION-4/1/23	06/01/2023	38.47-	12/23	100-24-16-5420-215
0003 06/01/2	2	Invoice	CANCEL SSL CERTIFICATION-4/1/23	06/01/2023	141.06-	12/23	601-24-16-5930-215
0003 06/01/2	3	Invoice	CANCEL SSL CERTIFICATION-4/1/23	06/01/2023	38.47-	12/23	602-24-16-5930-215
0003 06/01/2	4	Invoice	CANCEL SSL CERTIFICATION-4/1/23	06/01/2023	38.48-	12/23	603-24-16-5930-215
0003 06/01/2	5	Invoice	CANCEL ZOOM RENEWAL-4/1/23	06/01/2023	8.39-	12/23	100-24-11-5410-299
0003 06/01/2	6	Invoice	CANCEL ZOOM RENEWAL-4/1/23	06/01/2023	23.09-	12/23	601-24-11-5410-299
0003 06/01/2	7	Invoice	CANCEL ZOOM RENEWAL-4/1/23	06/01/2023	5.25-	12/23	602-24-11-5410-299
0003 06/01/2	8	Invoice	CANCEL ZOOM RENEWAL-4/1/23	06/01/2023	5.25-	12/23	603-24-11-5410-299
0003 06/01/2	9	Invoice	DELL SUPPORT TO RECOVER WARRANTY-4	06/01/2023	14.85	12/23	100-24-16-5420-399
0003 06/01/2	10	Invoice	DELL SUPPORT TO RECOVER WARRANTY-4	06/01/2023	54.45	12/23	601-24-16-5930-399
0003 06/01/2	11	Invoice	DELL SUPPORT TO RECOVER WARRANTY-4	06/01/2023	14.85	12/23	602-24-16-5930-399
0003 06/01/2	12	Invoice	DELL SUPPORT TO RECOVER WARRANTY-4	06/01/2023	14.85	12/23	603-24-16-5921-399
0003 06/01/2	13	Invoice	CANCEL DELL SUPPORT TO RECOVER WAR	06/01/2023	14.85-	12/23	100-24-16-5420-399
0003 06/01/2	14	Invoice	CANCEL DELL SUPPORT TO RECOVER WAR	06/01/2023	54.45-	12/23	601-24-16-5930-399
0003 06/01/2	15	Invoice	CANCEL DELL SUPPORT TO RECOVER WAR	06/01/2023	14.85-	12/23	602-24-16-5930-399
0003 06/01/2	16	Invoice	CANCEL DELL SUPPORT TO RECOVER WAR	06/01/2023	14.85-	12/23	603-24-16-5921-399
0003 06/01/2	17	Invoice	CREXENDO-SENIOR CENTER/RSVP-4/1/23	06/01/2023	22.51	12/23	100-22-42-5280-230
0003 06/01/2	18	Invoice	CREXENDO-OD POOL-4/1/23	06/01/2023	11.32	12/23	100-22-42-5280-230
0003 06/01/2	19	Invoice	SOFTWARE IPHONE TEXT EXPORT-5/1/23	06/01/2023	12.72	12/23	100-24-16-5420-399
0003 06/01/2	20	Invoice	SOFTWARE IPHONE TEXT EXPORT-5/1/23	06/01/2023	46.63	12/23	601-24-16-5930-399
0003 06/01/2	21	Invoice	SOFTWARE IPHONE TEXT EXPORT-5/1/23	06/01/2023	12.72	12/23	602-24-16-5930-399
0003 06/01/2	22	Invoice	SOFTWARE IPHONE TEXT EXPORT-5/1/23	06/01/2023	12.72	12/23	603-24-16-5921-399
0003 06/01/2	23	Invoice	MONITOR RECYCLING-5/1/23	06/01/2023	1.50	12/23	100-24-16-5420-399
0003 06/01/2	24	Invoice	MONITOR RECYCLING-5/1/23	06/01/2023	5.50	12/23	601-24-16-5930-399
0003 06/01/2	25	Invoice	MONITOR RECYCLING-5/1/23	06/01/2023	1.50	12/23	602-24-16-5930-399
0003 06/01/2	26	Invoice	MONITOR RECYCLING-5/1/23	06/01/2023	1.50	12/23	603-24-16-5921-399
0003 06/01/2	27	Invoice	CREXENDO-SENIOR CENTER/RSVP-5/1/23	06/01/2023	22.64	12/23	100-22-42-5280-230
0003 06/01/2	28	Invoice	CREXENDO-OD POOL-5/1/23	06/01/2023	11.32	12/23	100-22-42-5242-230
0003 06/01/2	29	Invoice	CREXENDO-SENIOR CENTER/RSVP-6/1/23	06/01/2023	22.64	12/23	100-22-42-5280-230
0003 06/01/2	30	Invoice	CREXENDO-OD POOL-6/1/23	06/01/2023	11.25	12/23	100-22-42-5242-230
0003 06/01/2	31	Invoice	SWIM TEAM SOFTWARE-6/1/23	06/01/2023	519.00	12/23	100-22-42-5242-318
Total 0003 06/01/23:					417.01		
0004 06/01/2	1	Invoice	MEAL EXPENSE COUNCIL GOAL SESSION	06/01/2023	8.54	12/23	100-24-11-5410-232
0004 06/01/2	2	Invoice	MEAL EXPENSE COUNCIL GOAL SESSION	06/01/2023	23.53	12/23	601-24-11-5410-232
0004 06/01/2	3	Invoice	MEAL EXPENSE COUNCIL GOAL SESSION	06/01/2023	5.36	12/23	602-24-11-5410-232
0004 06/01/2	4	Invoice	MEAL EXPENSE COUNCIL GOAL SESSION	06/01/2023	5.36	12/23	603-24-11-5410-232
Total 0004 06/01/23:					42.79		
0189 06/01/2	1	Invoice	IDPH LICENSE/REGULATORY PROGRAM-LE	06/01/2023	60.00	12/23	100-22-42-5233-215
0189 06/01/2	2	Invoice	IDPH LICENSE/REGULATORY PROGRAM-LE	06/01/2023	120.00	12/23	100-22-42-5242-215
Total 0189 06/01/23:					180.00		
0239 06/01/2	1	Invoice	PESTICIDE TESTING-BAHRENFUSS	06/01/2023	30.00	12/23	100-22-30-5230-231
Total 0239 06/01/23:					30.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0320 06/01/2	1	Invoice	B.L.U.E. PROGRAM SUPPLIES	06/01/2023	139.62	12/23	232-21-21-5110-318
Total 0320 06/01/23:					139.62		
0338 06/01/2	1	Invoice	IA STATE EDU-EFFECTIVE COMMUNICATION	06/01/2023	18.75	12/23	100-24-30-5380-231
0338 06/01/2	2	Invoice	IA STATE EDU-EFFECTIVE COMMUNICATION	06/01/2023	18.75	12/23	601-24-30-5380-231
0338 06/01/2	3	Invoice	IA STATE EDU-EFFECTIVE COMMUNICATION	06/01/2023	18.75	12/23	602-24-30-5380-231
0338 06/01/2	4	Invoice	IA STATE EDU-EFFECTIVE COMMUNICATION	06/01/2023	18.75	12/23	603-24-30-5380-231
0338 06/01/2	5	Invoice	IA STATE EDU-SUSTAINABILITY IN PW-DEDR	06/01/2023	18.75	12/23	100-24-30-5380-231
0338 06/01/2	6	Invoice	IA STATE EDU-SUSTAINABILITY IN PW-DEDR	06/01/2023	18.75	12/23	601-24-30-5380-231
0338 06/01/2	7	Invoice	IA STATE EDU-SUSTAINABILITY IN PW-DEDR	06/01/2023	18.75	12/23	602-24-30-5380-231
0338 06/01/2	8	Invoice	IA STATE EDU-SUSTAINABILITY IN PW-DEDR	06/01/2023	18.75	12/23	603-24-30-5380-231
0338 06/01/2	9	Invoice	LODGING-NEWMAN	06/01/2023	255.36	12/23	601-23-52-5926-231
0338 06/01/2	10	Invoice	IA DNR RENEWALS-WATER DIST	06/01/2023	124.54	12/23	602-23-62-5926-231
Total 0338 06/01/23:					529.90		
Total CARD SERVICES (140):					5,382.30		
CARTER, CHRISTIE (7253)							
060523	1	Invoice	ENERGY EFFICIENCY REBATE	06/05/2023	250.00	12/23	601-23-36-5930-979
Total 060523:					250.00		
Total CARTER, CHRISTIE (7253):					250.00		
CENTRAL IOWA BLDG SUPPLY (1298)							
1016434	1	Invoice	AMI BASE STATIONS-ELECTRIC	05/30/2023	276.66	12/23	601-23-52-5588-871
Total 1016434:					276.66		
1016528	1	Invoice	2 - CR RND 1-1/8 x10"	06/05/2023	16.88	12/23	204-23-30-5330-318
Total 1016528:					16.88		
Total CENTRAL IOWA BLDG SUPPLY (1298):					293.54		
CENTURY LINK (4614)							
832-9166 05/	1	Invoice	PHONE SERVICE - POLICE DEPT	05/22/2023	25.43	12/23	100-21-21-5110-230
Total 832-9166 05/22/23:					25.43		
E65-4065 06/	1	Invoice	ALARM CIRCUIT LINE	06/01/2023	148.00	12/23	100-21-22-5140-230
Total E65-4065 06/01/23:					148.00		
Total CENTURY LINK (4614):					173.43		
CLEAN ALL (7699)							
28240	1	Invoice	GENERAL CLEANING SERVICES-FULLER HA	05/31/2023	853.15	12/23	100-22-42-5233-299
Total 28240:					853.15		
Total CLEAN ALL (7699):					853.15		
COUNSEL (3995)							
23AR135636	1	Invoice	PRINTER CONTRACT - PD DEPT	05/25/2023	18.74	12/23	100-21-21-5110-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 23AR1356365:					18.74		
24AR875674	1	Invoice	PRINTER CONTRACT - INSPECTION	06/08/2023	38.73	12/23	100-21-18-5190-225
Total 24AR875674:					38.73		
24AR875675	1	Invoice	PRINTER CONTRACT - LINE DEPT	06/08/2023	44.78	12/23	601-23-52-5931-225
Total 24AR875675:					44.78		
24AR881380	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	06/11/2023	6.25	12/23	100-24-14-5435-225
24AR881380	2	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	06/11/2023	45.11	12/23	601-23-80-5931-225
24AR881380	3	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	06/11/2023	13.88	12/23	602-23-80-5931-225
24AR881380	4	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	06/11/2023	4.16	12/23	603-23-80-5931-225
Total 24AR881380:					69.40		
Total COUNSEL (3995):					171.65		
CTI READY MIX, INC. (7518)							
105049	1	Invoice	4.5 YDS C-4WR-C20-PARK & BANK	05/26/2023	715.50	12/23	204-23-30-5330-318
Total 105049:					715.50		
Total CTI READY MIX, INC. (7518):					715.50		
CTS LANGUAGE LINK (6323)							
242155	1	Invoice	TELE LANGUAGE TRANSLATION/PD	06/01/2023	263.98	12/23	100-21-21-5110-225
242155	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	06/01/2023	38.08	12/23	601-23-80-5930-299
Total 242155:					302.06		
Total CTS LANGUAGE LINK (6323):					302.06		
CULLIGAN FORT DODGE (207)							
15545	1	Invoice	AIRPORT-SOFT WATER SERVICE	05/31/2023	73.95	12/23	205-23-45-5372-299
Total 15545:					73.95		
Total CULLIGAN FORT DODGE (207):					73.95		
DAILY FREEMAN JOURNAL, INC. (211)							
03/27/23	1	Invoice	PH NOTICE - AMI METERING	03/27/2023	15.56	12/23	601-23-52-5588-871
03/27/23	2	Invoice	PH NOTICE - AMI METERING	03/27/2023	15.55	12/23	602-23-62-5935-870
Total 03/27/23:					31.11		
03/29/23	1	Invoice	CM 03/20/23	03/29/2023	230.85	12/23	100-24-14-5435-210
Total 03/29/23:					230.85		
032923PH	1	Invoice	SET PH - LOAN AGMT/GO	03/29/2023	22.44	12/23	300-24-98-5495-210
Total 032923PH:					22.44		
04/05/23	1	Invoice	NOTICE OF PH - PROPOSED BUDGET	04/05/2023	153.90	12/23	100-24-14-5435-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 04/05/23:					153.90		
04/14/23	1	Invoice	PH NOTICE - P&Z/SOLAR ORD	04/14/2023	36.21	12/23	100-24-18-5470-210
Total 04/14/23:					36.21		
04/21/23	1	Invoice	PH NOTICE - URBAN REVIT PLAN/TAX ABAT	04/21/2023	20.40	12/23	100-24-18-5470-210
Total 04/21/23:					20.40		
040523CIP/C	1	Invoice	PH NOTICE - CIP/CEP	04/05/2023	13.77	12/23	100-24-14-5435-210
Total 040523CIP/CEP:					13.77		
041023	1	Invoice	CM 03/27/23 JOINT WORK SESSION	04/10/2023	55.59	12/23	100-24-14-5435-210
Total 041023:					55.59		
042123SOLA	1	Invoice	PH NOTICE - COUNCIL/SOLAR ORD	04/21/2023	31.62	12/23	100-24-18-5470-210
Total 042123SOLAR ORD:					31.62		
05/01/23	1	Invoice	PH NOTICE(#1) - WILSON BREWER COURTH	05/01/2023	16.32	12/23	534-23-42-5221-212
Total 05/01/23:					16.32		
05/03/23	1	Invoice	PH NOTICE - BUDGET AMENDMENTS	05/03/2023	164.16	12/23	100-24-14-5435-210
Total 05/03/23:					164.16		
05/17/23	1	Invoice	CM 05/08/23 GOAL SETTING SESSION	05/17/2023	52.53	12/23	100-24-14-5435-210
Total 05/17/23:					52.53		
05/19/23	1	Invoice	PH NOTICE(#2) - WILSON BREWER COURTH	05/19/2023	16.32	12/23	534-23-42-5221-212
Total 05/19/23:					16.32		
051023	1	Invoice	CM 05/01/2023	05/10/2023	292.41	12/23	100-24-14-5435-210
Total 051023:					292.41		
06/02/23	1	Invoice	PH NOTICE - 2023 WATER MAIN RPR PROJ	06/02/2023	45.39	12/23	602-23-62-5673-870
Total 06/02/23:					45.39		
Total DAILY FREEMAN JOURNAL, INC. (211):					1,183.02		
DAKOTA SUPPLY GROUP (3498)							
S102572072.	1	Invoice	10" VALVE FOR CLARIFIER CONTROL	06/01/2023	3,905.68	12/23	602-23-61-5642-318
Total S102572072.002:					3,905.68		
S102749607.	1	Invoice	STORM SEWER SUPPLIES - MANHOLE LIDS/	06/05/2023	7,025.00	12/23	602-23-62-5662-318
Total S102749607.001:					7,025.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total DAKOTA SUPPLY GROUP (3498):					10,930.68		
DON'S PEST CONTROL (3349)							
6054	1	Invoice	PEST CONTROL/WATER PLANT	06/12/2023	50.00	12/23	602-23-61-5651-299
Total 6054:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		
DORSEY & WHITNEY, LLP. (244)							
3881630	1	Invoice	LEGAL FEES - 2022 GO PD VEH ACQUISITIO	05/26/2023	5,000.00	12/23	300-24-98-5495-212
Total 3881630:					5,000.00		
Total DORSEY & WHITNEY, LLP. (244):					5,000.00		
ELECTRONIC ENGINEERING (260)							
552005001-1	1	Invoice	PAGER BASE	05/23/2023	115.00	12/23	100-21-22-5140-311
Total 552005001-1:					115.00		
Total ELECTRONIC ENGINEERING (260):					115.00		
EMERGENCY APPARATUS (4497)							
127451	1	Invoice	ANNUAL PUMP TEST/REPAIR #32	06/01/2023	865.32	12/23	100-21-22-5140-227
Total 127451:					865.32		
127452	1	Invoice	REPAIR PACKING GLAND/REBUILD PUMP #3	06/01/2023	4,967.83	12/23	100-21-22-5140-227
Total 127452:					4,967.83		
127453	1	Invoice	ANNUAL PUMP TEST/REPAIR #34	06/01/2023	873.04	12/23	100-21-22-5140-227
Total 127453:					873.04		
127454	1	Invoice	ANNUAL PUMP TEST/REPAIR #31	06/01/2023	834.44	12/23	100-21-22-5140-227
Total 127454:					834.44		
127683	1	Invoice	ANNUAL PUMP TEST/REPAIR #33	06/01/2023	892.16	12/23	100-21-22-5140-227
Total 127683:					892.16		
Total EMERGENCY APPARATUS (4497):					8,432.79		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000038565	1	Invoice	HEALTH INSURANCE - JULY 2023	06/06/2023	107,740.30	12/23	902-11215
000038565	2	Invoice	HEALTH INSURANCE - JULY 2023	06/06/2023	5,160.75	12/23	902-11100
Total 000038565:					112,901.05		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					112,901.05		
ENVIRONMENTAL RESOURCE ASSOC. (273)							
041329	1	Invoice	WWTP TESTING SUPPLIES	05/19/2023	1,133.69	12/23	603-23-70-5642-319

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 041329:					1,133.69		
Total ENVIRONMENTAL RESOURCE ASSOC. (273):					1,133.69		
ESPINOZA, JOSE EDUARDO BARRERA (7488)							
060723	1	Invoice	CUSTOMER DEPOSIT REFUND	06/07/2023	139.16	12/23	601-21011
Total 060723:					139.16		
Total ESPINOZA, JOSE EDUARDO BARRERA (7488):					139.16		
FIRE SERVICE TRAINING BUREAU (294)							
232106	1	Invoice	RECERT ARSON INVEST-SOWLE	05/16/2023	25.00	12/23	100-21-22-5140-215
Total 232106:					25.00		
Total FIRE SERVICE TRAINING BUREAU (294):					25.00		
FLOWER CART (308)							
18817	1	Invoice	MEMORIAL FLOWERS	05/31/2023	30.91	12/23	403-23-42-5371-310
18817	2	Invoice	MEMORIAL FLOWERS	05/31/2023	30.91	12/23	401-23-42-5371-310
18817	3	Invoice	MEMORIAL FLOWERS	05/31/2023	30.93	12/23	400-23-42-5371-310
Total 18817:					92.75		
Total FLOWER CART (308):					92.75		
FORT DODGE ASPHALT COMPANY (313)							
86006665	1	Invoice	SCREENED BLACK DIRT-ST DEPT	05/30/2023	435.60	12/23	204-23-30-5330-318
Total 86006665:					435.60		
Total FORT DODGE ASPHALT COMPANY (313):					435.60		
FORT DODGE FORD L-M TOYOTA (314)							
16160	1	Invoice	WEATHERSTRIP - LINE#3	05/16/2023	49.94	12/23	204-23-30-5310-314
Total 16160:					49.94		
Total FORT DODGE FORD L-M TOYOTA (314):					49.94		
FOSTER MONUMENT COMPANY (4590)							
010923	1	Invoice	WILSON MONUMENT REPLACEMENT	01/09/2023	355.00	12/23	100-23-42-5371-318
Total 010923:					355.00		
Total FOSTER MONUMENT COMPANY (4590):					355.00		
FRIZELL, MICHAEL (3945)							
060523	1	Invoice	ENERGY EFFICIENCY REBATE	06/05/2023	40.00	12/23	601-23-36-5930-979
Total 060523:					40.00		
Total FRIZELL, MICHAEL (3945):					40.00		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
024548384	1	Invoice	2-LONG SLEEVE POLOS- OFFICER 683	05/19/2023	161.24	12/23	100-21-21-5110-312

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 024548384:					161.24		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					161.24		
GERBER AUTO ELECTRIC (342)							
141012	1	Invoice	TIRE REPAIR/SENSOR CHECK-PD #1803	04/28/2023	64.75	12/23	100-21-21-5110-227
Total 141012:					64.75		
141213	1	Invoice	2 TIRES/VALVE SYSTEM-VAC UNIT LINE DEP	05/26/2023	569.92	12/23	601-23-52-5935-227
Total 141213:					569.92		
141420	1	Invoice	BATTERY - FIRE #31	05/31/2023	539.85	12/23	204-23-30-5310-314
Total 141420:					539.85		
141423	1	Invoice	BATTERIES - STR #22 & PD #4	05/31/2023	754.80	12/23	204-23-30-5310-314
Total 141423:					754.80		
141560	1	Invoice	BATTERY - CEMETERY 13	06/09/2023	429.90	12/23	204-23-30-5310-314
Total 141560:					429.90		
Total GERBER AUTO ELECTRIC (342):					2,359.22		
GORDON FLESCH COMPANY (6978)							
IN14237555	1	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	60.38	12/23	100-24-12-5430-225
IN14237555	2	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	166.05	12/23	601-23-81-5931-225
IN14237555	3	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	37.74	12/23	602-23-81-5931-225
IN14237555	4	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	37.74	12/23	603-23-81-5931-225
IN14237555	5	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	27.17	12/23	100-24-14-5435-225
IN14237555	6	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	196.24	12/23	601-23-80-5931-225
IN14237555	7	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	60.38	12/23	602-23-80-5931-225
IN14237555	8	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	18.11	12/23	603-23-80-5931-225
IN14237555	9	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	25.66	12/23	100-24-30-5380-225
IN14237555	10	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	25.66	12/23	601-24-30-5380-225
IN14237555	11	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	25.66	12/23	602-24-30-5380-225
IN14237555	12	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	25.66	12/23	603-24-30-5380-225
IN14237555	13	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	99.63	12/23	100-21-18-5190-225
IN14237555	14	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	06/06/2023	99.63	12/23	100-24-18-5470-225
Total IN14237555:					905.71		
Total GORDON FLESCH COMPANY (6978):					905.71		
HACH COMPANY (362)							
13600343	1	Invoice	WTP TESTING SUPPLIES	05/30/2023	1,412.76	12/23	602-23-61-5642-319
Total 13600343:					1,412.76		
Total HACH COMPANY (362):					1,412.76		
HAMILTON COUNTY ABSTRACTING (367)							
966155	1	Invoice	ABSTRACT #966155 /909 HARDING CT	05/29/2023	525.00	12/23	100-24-18-5470-214

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 966155:					525.00		
Total HAMILTON COUNTY ABSTRACTING (367):					525.00		
HAMILTON COUNTY SOLID WASTE (375)							
328798	1	Invoice	LANDFILL FEES/POLES & CROSSARM DISP	05/31/2023	56.16	12/23	601-23-52-5588-236
Total 328798:					56.16		
Total HAMILTON COUNTY SOLID WASTE (375):					56.16		
HAWKINS, INC. (3668)							
6483512	1	Invoice	CHLORINE/SODIUM BISULFITE/HTH	05/26/2023	3,077.73	12/23	603-23-70-5641-318
Total 6483512:					3,077.73		
6485584	1	Invoice	CHLORINE/LPC-DP/SODIUM ALUMINATE	05/31/2023	8,611.39	12/23	602-23-61-5641-318
Total 6485584:					8,611.39		
6493507	1	Invoice	LPC-AM/SODIUM ALUMINATE	06/09/2023	5,240.88	12/23	602-23-61-5641-318
Total 6493507:					5,240.88		
Total HAWKINS, INC. (3668):					16,930.00		
HD SUPPLY, INC. (3281)							
INV0001222	1	Invoice	LOADING RAMP FOR SPILL DECK-WATER D	05/15/2023	286.92	12/23	602-23-61-5642-318
Total INV00012224:					286.92		
Total HD SUPPLY, INC. (3281):					286.92		
HEWETT WHOLESALE INC. (6097)							
190250	1	Invoice	START UP SNACKS FOR CONCESSIONS / O	05/25/2023	2,620.08	12/23	100-22-42-5242-323
Total 190250:					2,620.08		
190662	1	Invoice	CONCESSIONS	06/01/2023	207.98	12/23	100-22-42-5242-323
Total 190662:					207.98		
191006	1	Invoice	START UP SNACKS FOR CONCESSIONS / O	06/08/2023	1,471.30	12/23	100-22-42-5242-323
Total 191006:					1,471.30		
Total HEWETT WHOLESALE INC. (6097):					4,299.36		
HOLCOMBE, IAN (7749)							
032123	1	Invoice	MEAL EXPENSE REIMBURSEMENT-FREDDY	03/21/2023	16.78	12/23	100-21-21-5110-231
032123	2	Invoice	MEAL EXPENSE REIMBURSEMENT-ARBYS	03/21/2023	13.27	12/23	100-21-21-5110-231
Total 032123:					30.05		
Total HOLCOMBE, IAN (7749):					30.05		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
712966	1	Invoice	HOLMES MURPHY FEES-JULY 2023	06/12/2023	2,415.00	12/23	902-11215
Total 712966:					2,415.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,415.00		
HOTSY EQUIPMENT COMPANY, INC. (411)							
63633	1	Invoice	SOFT HOSE 3/8"x50'	05/24/2023	154.00	12/23	602-23-62-5662-311
Total 63633:					154.00		
Total HOTSY EQUIPMENT COMPANY, INC. (411):					154.00		
HOUGE, CLINT (3265)							
060523	1	Invoice	INSURANCE REFUND	06/05/2023	85.00	12/23	902-11215
Total 060523:					85.00		
Total HOUGE, CLINT (3265):					85.00		
HYDRO KLEAN, INC. (422)							
083747	1	Invoice	5/25/23 EMERGENCY RESPONSE TO TELEVI	05/31/2023	2,005.00	12/23	603-23-71-5673-229
Total 083747:					2,005.00		
083884	1	Invoice	5/31/23 & 6/2/23 PERFORM ROOT CUTTING	06/08/2023	14,079.52	12/23	603-23-71-5673-229
Total 083884:					14,079.52		
Total HYDRO KLEAN, INC. (422):					16,084.52		
IAFC MEMBERSHIP (7060)							
000257891	1	Invoice	MEMBERSHIP 7/1/23-6/30/24-STANSFIELD	06/14/2023	215.00	12/23	100-21-22-5140-215
Total 000257891:					215.00		
Total IAFC MEMBERSHIP (7060):					215.00		
IEUSTA (1199)							
051123	1	Invoice	2023 MEMBERSHIP DUES	05/11/2023	150.00	12/23	601-23-52-5930-215
Total 051123:					150.00		
Total IEUSTA (1199):					150.00		
INTERSTATE ALL BATTERY CENTER (448)							
1900301045	1	Invoice	RADIO BATTERIES	05/30/2023	301.35	12/23	100-21-21-5110-318
Total 1900301045677:					301.35		
Total INTERSTATE ALL BATTERY CENTER (448):					301.35		
IOWA COMMUNICATIONS NETWORK (7419)							
671702	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	06/02/2023	45.20	12/23	100-24-16-5420-299
671702	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	06/02/2023	45.20	12/23	204-24-16-5930-299
671702	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	06/02/2023	45.20	12/23	601-24-16-5935-299
671702	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	06/02/2023	45.20	12/23	602-24-16-5935-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
671702	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	06/02/2023	45.20	12/23	603-24-16-5935-299
Total 671702:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA DEPT OF PUBLIC SAFETY (468)							
060223	1	Invoice	TERMINAL BILLING - APRIL-JUNE	06/02/2023	1,258.50	12/23	100-21-21-5180-225
Total 060223:					1,258.50		
Total IOWA DEPT OF PUBLIC SAFETY (468):					1,258.50		
IOWA ONE CALL (485)							
250723	1	Invoice	ONE CALL SERVICES	05/19/2023	267.66	12/23	601-23-52-5930-299
250723	2	Invoice	ONE CALL SERVICES	05/19/2023	43.57	12/23	602-23-62-5662-299
250723	3	Invoice	ONE CALL SERVICES	05/19/2023	43.57	12/23	603-23-71-5662-299
Total 250723:					354.80		
Total IOWA ONE CALL (485):					354.80		
IOWA PRISON INDUSTRIES (489)							
373681	1	Invoice	MECHANIC SHIRT EMBROID-YOUNGDALE	05/23/2023	214.50	12/23	204-23-30-5310-312
Total 373681:					214.50		
Total IOWA PRISON INDUSTRIES (489):					214.50		
K.C. NIELSEN, LTD (6609)							
10594390	1	Invoice	3 MOWER BLADES- JD 1575 MOWER	06/01/2023	72.39	12/23	100-22-42-5210-314
Total 10594390:					72.39		
10596371	1	Invoice	HOSE/HOSE FITTING/BULK HOSE	06/08/2023	217.38	12/23	204-23-30-5310-314
Total 10596371:					217.38		
Total K.C. NIELSEN, LTD (6609):					289.77		
KARL CHEVROLET BUICK GMC (7306)							
2420	1	Invoice	1 BLOCK - PD #4	06/01/2023	80.03	12/23	204-23-30-5310-314
Total 2420:					80.03		
Total KARL CHEVROLET BUICK GMC (7306):					80.03		
KQWC RADIO STATION (553)							
0068 05/31/2	1	Invoice	RECYCLING ADS	05/31/2023	162.84	12/23	100-23-30-5340-235
Total 0068 05/31/23:					162.84		
Total KQWC RADIO STATION (553):					162.84		
LAMPERT LUMBER (564)							
1795224	1	Invoice	OD POOL SUPPLES	05/31/2023	47.99	12/23	100-22-42-5242-310

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1795224:					47.99		
1798411	1	Invoice	ROTARY HAMMER DRILL BIT	06/01/2023	43.46	12/23	204-23-30-5330-318
1798411	2	Invoice	ROTARY HAMMER DRILL BIT	06/01/2023	13.23	12/23	602-23-62-5662-318
1798411	3	Invoice	ROTARY HAMMER DRILL BIT	06/01/2023	6.30	12/23	603-23-71-5662-318
Total 1798411:					62.99		
Total LAMPERT LUMBER (564):					110.98		
LENOVO (UNITED STATES) INC. (3779)							
6463279995	1	Invoice	DOCKING STATION LENOVO LAPTOP	01/20/2023	39.75	12/23	100-24-16-5420-317
6463279995	2	Invoice	DOCKING STATION LENOVO LAPTOP	01/20/2023	145.75	12/23	601-24-16-5921-317
6463279995	3	Invoice	DOCKING STATION LENOVO LAPTOP	01/20/2023	39.75	12/23	602-24-16-5921-317
6463279995	4	Invoice	DOCKING STATION LENOVO LAPTOP	01/20/2023	39.75	12/23	603-24-16-5921-317
Total 6463279995:					265.00		
Total LENOVO (UNITED STATES) INC. (3779):					265.00		
LIFT-WC (7743)							
060123	1	Invoice	CATALYST BUILDING REMEDIATION STATE A	06/01/2023	30,000.00	12/23	100-23-36-5393-213
060123	2	Invoice	PASS THROUGH GRANT	06/01/2023	30,000.00	12/23	601-23-36-5393-213
Total 060123:					60,000.00		
Total LIFT-WC (7743):					60,000.00		
MARTIN MARIETTA MATERIALS (601)							
38987939	1	Invoice	1" CLEAN ROCK	05/16/2023	1,200.45	12/23	204-23-30-5330-318
Total 38987939:					1,200.45		
39093800	1	Invoice	1" ROADSTONE	05/25/2023	1,135.60	12/23	204-23-30-5330-318
39093800	2	Invoice	1" ROADSTONE	05/25/2023	345.62	12/23	602-23-62-5662-318
39093800	3	Invoice	1" ROADSTONE	05/25/2023	164.58	12/23	603-23-71-5662-318
Total 39093800:					1,645.80		
Total MARTIN MARIETTA MATERIALS (601):					2,846.25		
MC CLURE ENGINEERING CO. (7469)							
146011	1	Invoice	RECONSTRUCT AIRFIELD LIGHTING & NAVA	05/31/2023	1,359.35	12/23	205-23-45-5372-880
Total 146011:					1,359.35		
146016	1	Invoice	FFA AIP No.3-19-0097-021-2003 FAA BILAIG 3-	05/31/2023	7,000.00	12/23	205-23-45-5372-880
Total 146016:					7,000.00		
146017	1	Invoice	FFA AIP No.3-19-0097-021-2003 FAA BILAIG 3-	05/31/2023	1,457.38	12/23	205-23-45-5372-880
Total 146017:					1,457.38		
146020	1	Invoice	IDNR NPDES GP#1 & SWPPP DEVELOPMEN	05/31/2023	225.00	12/23	205-23-45-5372-880

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 146020:					225.00		
Total MC CLURE ENGINEERING CO. (7469):					10,041.73		
MECHANICAL COMFORT, INC. (618)							
47502	1	Invoice	REPAIRS HP16	05/31/2023	235.99	12/23	100-24-36-5480-226
47502	2	Invoice	REPAIRS HP16	05/31/2023	168.56	12/23	601-23-36-5480-226
47502	3	Invoice	REPAIRS HP16	05/31/2023	134.85	12/23	602-23-36-5480-226
47502	4	Invoice	REPAIRS HP16	05/31/2023	134.85	12/23	603-23-36-5480-226
Total 47502:					674.25		
Total MECHANICAL COMFORT, INC. (618):					674.25		
MENARDS (622)							
88707-CR	1	Invoice	REBATE INVOICE #88707	05/09/2023	13.75-	12/23	100-22-42-5233-318
88707-CR	2	Invoice	REBATE INVOICE #88707	05/09/2023	13.74-	12/23	100-22-42-5210-318
Total 88707-CR:					27.49-		
89369-CR	1	Invoice	REBATE INVOICE #89369	05/09/2023	8.80-	12/23	602-23-61-5642-318
Total 89369-CR:					8.80-		
89407-CR	1	Invoice	REBATE INVOICE #89407	05/09/2023	3.03-	12/23	601-23-52-5588-318
89407-CR	2	Invoice	REBATE INVOICE #89407	05/09/2023	6.89-	12/23	100-22-42-5280-310
89407-CR	3	Invoice	REBATE INVOICE #89407	05/09/2023	1.65-	12/23	601-23-51-5566-318
Total 89407-CR:					11.57-		
91310	1	Invoice	MICROWAVE-OD POOL	05/27/2023	55.00	12/23	100-22-42-5242-318
Total 91310:					55.00		
Total MENARDS (622):					7.14		
MIDAMERICAN ENERGY (629)							
540096194	1	Invoice	BOOSTER STATION ELECTRICITY	05/30/2023	139.49	12/23	602-23-62-5662-237
Total 540096194:					139.49		
Total MIDAMERICAN ENERGY (629):					139.49		
MID-AMERICAN RESEARCH CHEMICAL (630)							
0792339-IN	1	Invoice	SPEED WIPES PLUS	06/01/2023	684.00	12/23	100-22-42-5233-318
0792339-IN	2	Invoice	WASP/HORNET KILLER, GLASS CLEANER, B	06/01/2023	280.00	12/23	100-22-42-5242-318
Total 0792339-IN:					964.00		
Total MID-AMERICAN RESEARCH CHEMICAL (630):					964.00		
MISSISSIPPI LIME COMPANY (652)							
1674791	1	Invoice	QUICKLIME 23.91 06/08/23	06/08/2023	6,599.16	12/23	602-23-61-5641-318
Total 1674791:					6,599.16		
1675325	1	Invoice	QUICKLIME 24.190 TN	06/12/2023	6,676.44	12/23	602-23-61-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1675325:					6,676.44		
1675331	1	Invoice	QUICKLIME 24.590 TN	06/12/2023	6,786.84	12/23	602-23-61-5641-318
Total 1675331:					6,786.84		
Total MISSISSIPPI LIME COMPANY (652):					20,062.44		
MOORE CLEANING SERVICE, LLC (2902)							
060623	1	Invoice	CLEANING SERVICES FOR CITY HALL	06/06/2023	455.00	12/23	100-24-36-5480-299
060623	2	Invoice	CLEANING SERVICES FOR CITY HALL	06/06/2023	325.00	12/23	601-23-36-5480-299
060623	3	Invoice	CLEANING SERVICES FOR CITY HALL	06/06/2023	260.00	12/23	602-23-36-5480-299
060623	4	Invoice	CLEANING SERVICES FOR CITY HALL	06/06/2023	260.00	12/23	603-23-36-5480-299
Total 060623:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MOTOROLA SOLUTIONS, INC. (5413)							
8281643990	1	Invoice	2-VISTA BATT KIT/1-HEX KEY/1-BATT REPLA	06/06/2023	92.75	12/23	100-21-21-5110-318
Total 8281643990:					92.75		
Total MOTOROLA SOLUTIONS, INC. (5413):					92.75		
MUNICIPAL SUPPLY, INC. (672)							
0873760-IN	1	Invoice	6"X15" SS REPAIR CLAMP X2	06/09/2023	559.14	12/23	602-23-62-5662-318
Total 0873760-IN:					559.14		
Total MUNICIPAL SUPPLY, INC. (672):					559.14		
NAPA AUTO PARTS (677)							
965192	1	Invoice	SHOP STOCK SUPPLIES-STREET	05/24/2023	292.28	12/23	204-23-30-5310-314
Total 965192:					292.28		
965193	1	Invoice	STICK HOSE-LINE#4	05/24/2023	14.28	12/23	204-23-30-5310-314
Total 965193:					14.28		
965534	1	Invoice	V BELT- WATER #18	06/01/2023	17.99	12/23	602-23-61-5935-314
Total 965534:					17.99		
965721	1	Invoice	SUPPLIES FOR PD 3, PD 4, STR SHOP	06/05/2023	1,007.62	12/23	204-23-30-5310-314
Total 965721:					1,007.62		
965735	1	Invoice	E34 REPAIR PUMP	06/05/2023	78.02	12/23	100-21-22-5140-314
Total 965735:					78.02		
Total NAPA AUTO PARTS (677):					1,410.19		
NCL OF WISCONSIN, INC. (687)							
488029	1	Invoice	LAB SUPPLIES & CHEMICALS	05/30/2023	217.08	12/23	603-23-70-5642-319

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 488029:					217.08		
Total NCL OF WISCONSIN, INC. (687):					217.08		
NVFC (7087)							
2023	1	Invoice	MEMBERSHIP/STANSFIELD	06/14/2023	21.00	12/23	100-21-22-5140-215
Total 2023:					21.00		
Total NVFC (7087):					21.00		
PAGEL REPAIR (3497)							
525-62	1	Invoice	DEADLATCH FOR OD POOL	05/25/2023	105.85	12/23	100-22-42-5242-226
Total 525-62:					105.85		
Total PAGEL REPAIR (3497):					105.85		
PEPSI-COLA (7435)							
48297905	1	Invoice	POP & GATORADE FOR RESALE-OD POOL	06/01/2023	695.89	12/23	100-22-42-5242-318
Total 48297905:					695.89		
48297906	1	Invoice	POP & GATORADE FOR RESALE-OD POOL	06/01/2023	1.20	12/23	100-22-42-5242-318
Total 48297906:					1.20		
Total PEPSI-COLA (7435):					697.09		
PETERSON CONSTRUCTION (749)							
060123	1	Invoice	WTP IMPROVEMENTS - PYMT.8	06/01/2023	104,500.00	12/23	602-23-61-5935-870
Total 060123:					104,500.00		
Total PETERSON CONSTRUCTION (749):					104,500.00		
PLATINUM CONNECT, LLC. (7663)							
1006292	1	Invoice	TELEPHONE SERVICE	06/01/2023	8.93	12/23	100-24-12-5430-230
1006292	2	Invoice	TELEPHONE SERVICE	06/01/2023	24.55	12/23	601-23-81-5921-230
1006292	3	Invoice	TELEPHONE SERVICE	06/01/2023	5.58	12/23	602-23-81-5921-230
1006292	4	Invoice	TELEPHONE SERVICE	06/01/2023	5.58	12/23	603-23-81-5921-230
1006292	5	Invoice	TELEPHONE SERVICE	06/01/2023	4.02	12/23	100-24-14-5435-230
1006292	6	Invoice	TELEPHONE SERVICE	06/01/2023	29.02	12/23	601-23-80-5903-230
1006292	7	Invoice	TELEPHONE SERVICE	06/01/2023	8.93	12/23	602-23-80-5921-230
1006292	8	Invoice	TELEPHONE SERVICE	06/01/2023	2.68	12/23	603-23-80-5921-230
1006292	9	Invoice	TELEPHONE SERVICE	06/01/2023	11.16	12/23	100-24-30-5380-230
1006292	10	Invoice	TELEPHONE SERVICE	06/01/2023	11.16	12/23	601-24-30-5380-230
1006292	11	Invoice	TELEPHONE SERVICE	06/01/2023	11.16	12/23	602-24-30-5380-230
1006292	12	Invoice	TELEPHONE SERVICE	06/01/2023	11.16	12/23	603-24-30-5380-230
1006292	13	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	100-23-42-5371-230
1006292	14	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	601-23-52-5588-230
1006292	15	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	100-22-42-5233-230
1006292	16	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	204-23-30-5310-230
1006292	17	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	603-23-70-5642-230
1006292	18	Invoice	TELEPHONE SERVICE	06/01/2023	44.64	12/23	602-23-61-5642-230
1006292	19	Invoice	TELEPHONE SERVICE	06/01/2023	18.84	12/23	100-21-22-5140-230
1006292	20	Invoice	TELEPHONE SERVICE	06/01/2023	142.16	12/23	100-21-21-5110-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1006292:					562.77		
Total PLATINUM CONNECT, LLC. (7663):					562.77		
PLEASANT HILL (2166)							
060623	1	Invoice	STREET LIGHTS/PH LINE/VIRGINIA PKWY	06/06/2023	361.78	12/23	100-21-30-5160-233
Total 060623:					361.78		
Total PLEASANT HILL (2166):					361.78		
POSTMASTER (766)							
#217 6/1/23	1	Invoice	ANNUAL BOX RENT #217	06/01/2023	146.00	12/23	601-23-80-5931-224
Total #217 6/1/23:					146.00		
Total POSTMASTER (766):					146.00		
PRAIRIE ENERGY COOPERATIVE (768)							
22685 06/05/	1	Invoice	AIRPORT ELECTRICITY	06/05/2023	575.62	12/23	205-23-45-5372-237
Total 22685 06/05/23:					575.62		
Total PRAIRIE ENERGY COOPERATIVE (768):					575.62		
RELIANT FIRE APPARATUS, INC. (5088)							
3CI002119	1	Invoice	REPAIR PUMP VALVES	06/01/2023	1,258.96	12/23	100-21-22-5140-227
Total 3CI002119:					1,258.96		
5CI000028	1	Invoice	E32 MUFFLER CLAMP REPLACEMENT	06/05/2023	44.31	12/23	100-21-22-5140-227
Total 5CI000028:					44.31		
Total RELIANT FIRE APPARATUS, INC. (5088):					1,303.27		
RINKER MATERIALS (7641)							
27163067	1	Invoice	MANHOLE RISERS/CONCRETE CONES	06/02/2023	1,060.00	12/23	204-23-30-5330-318
27163067	2	Invoice	MANHOLE RISERS/CONCRETE CONES	06/02/2023	848.00	12/23	603-23-71-5662-318
Total 27163067:					1,908.00		
Total RINKER MATERIALS (7641):					1,908.00		
RIVER CITY COMMUNICATIONS, INC (818)							
100764	1	Invoice	PHONE REPAIR/CITY HALL	05/31/2023	17.50	12/23	100-24-36-5480-226
100764	2	Invoice	PHONE REPAIR/CITY HALL	05/31/2023	12.50	12/23	601-23-36-5480-226
100764	3	Invoice	PHONE REPAIR/CITY HALL	05/31/2023	10.00	12/23	602-23-36-5480-226
100764	4	Invoice	PHONE REPAIR/CITY HALL	05/31/2023	10.00	12/23	603-23-36-5480-226
Total 100764:					50.00		
Total RIVER CITY COMMUNICATIONS, INC (818):					50.00		
SIMMONS, PEYTON (7744)							
060823	1	Invoice	CUSTOMER DEPOSIT REFUND	06/08/2023	151.04	12/23	601-21011

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 060823:					151.04		
Total SIMMONS, PEYTON (7744):					151.04		
SNYDER & ASSOCIATES (2951)							
122.0346.01-	1	Invoice	ENG SVC - LINCOLN DR	06/07/2023	6,073.62	12/23	525-23-30-5310-212
122.0346.01-	2	Invoice	ENG SVC - FAIR MEADOW	06/07/2023	1,786.00	12/23	525-23-30-5310-212
Total 122.0346.01-13:					7,859.62		
123.0071.01-	1	Invoice	ENG-ON CALL GENERAL SVC	05/31/2023	1,745.40	12/23	100-24-30-5380-212
123.0071.01-	2	Invoice	ENG-ON CALL GENERAL SVC	05/31/2023	1,745.40	12/23	601-24-30-5380-212
123.0071.01-	3	Invoice	ENG-ON CALL GENERAL SVC	05/31/2023	1,745.40	12/23	602-24-30-5380-212
123.0071.01-	4	Invoice	ENG-ON CALL GENERAL SVC	05/31/2023	1,745.39	12/23	603-24-30-5380-212
123.0071.01-	5	Invoice	ST DEPT CIP EST	05/31/2023	1,716.89	12/23	204-23-30-5310-212
123.0071.01-	6	Invoice	ST DEPT CIP EST	05/31/2023	522.53	12/23	602-23-62-5662-212
123.0071.01-	7	Invoice	ST DEPT CIP EST	05/31/2023	248.83	12/23	603-23-71-5673-212
123.0071.01-	8	Invoice	ENG - CITY HALL HVAC	05/31/2023	111.04	12/23	100-24-36-5480-880
123.0071.01-	9	Invoice	ENG - CITY HALL HVAC	05/31/2023	79.31	12/23	601-23-36-5480-880
123.0071.01-	10	Invoice	ENG - CITY HALL HVAC	05/31/2023	63.45	12/23	602-23-36-5480-880
123.0071.01-	11	Invoice	ENG - CITY HALL HVAC	05/31/2023	63.45	12/23	603-23-36-5480-880
Total 123.0071.01-4:					9,787.09		
Total SNYDER & ASSOCIATES (2951):					17,646.71		
SPORTS WORLD (894)							
052623	1	Invoice	100-YOUTH TRACK & FIELD	05/26/2023	752.00	12/23	100-22-42-5233-318
Total 052623:					752.00		
Total SPORTS WORLD (894):					752.00		
STAR EQUIPMENT, LTD (2002)							
04106514	1	Invoice	HANDLE - STR #50	05/23/2023	267.68	12/23	204-23-30-5310-314
Total 04106514:					267.68		
Total STAR EQUIPMENT, LTD (2002):					267.68		
STATE HYGIENIC LABORATORY (423)							
257688	1	Invoice	WASTEWATER TESTING	05/31/2023	1,163.00	12/23	603-23-70-5923-212
Total 257688:					1,163.00		
257689	1	Invoice	WATER PLANT TESTING	05/31/2023	565.00	12/23	602-23-61-5651-299
Total 257689:					565.00		
Total STATE HYGIENIC LABORATORY (423):					1,728.00		
STEIN HEATING & COOLING, INC. (5576)							
15072	1	Invoice	BREWER CREEK SHELTER	05/22/2023	121.00	12/23	100-22-42-5210-226
Total 15072:					121.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total STEIN HEATING & COOLING, INC. (5576):					121.00		
STEIN, HEATHER (7681)							
053023	1	Invoice	EE REBATE-1745 210TH ST	05/30/2023	25.00	12/23	601-23-36-5930-979
053023	2	Invoice	CB ENERGY EFFICIENCT REBATE	05/30/2023	100.00	12/23	601-23-53-5930-979
Total 053023:					125.00		
Total STEIN, HEATHER (7681):					125.00		
STEW HANSEN DODGE CITY (3597)							
165615	1	Invoice	2022 DODGE RAM 1500 CREW CAB SSV - VI	03/31/2023	34,677.00	12/23	100-41-21-5110-510
Total 165615:					34,677.00		
Total STEW HANSEN DODGE CITY (3597):					34,677.00		
STROBES N MORE (7745)							
284425	1	Invoice	SPEED TURTLE/MOUNTS/LIGHTBAR=CAR #	06/07/2023	395.55	12/23	100-21-21-5110-314
Total 284425:					395.55		
Total STROBES N MORE (7745):					395.55		
STRUCHEN, JASON (6571)							
22117	1	Invoice	REPAIR WASH MACHINE	05/25/2023	23.38	12/23	100-21-22-5140-310
Total 22117:					23.38		
Total STRUCHEN, JASON (6571):					23.38		
SURVEYING & MAPPING, LLC (7245)							
15178	1	Invoice	ANNUAL INTEGRITY GIS WEBSITE MAINTEN	06/08/2023	900.00	12/23	100-23-31-5420-299
15178	2	Invoice	ANNUAL INTEGRITY GIS WEBSITE MAINTEN	06/08/2023	900.00	12/23	601-23-31-5420-299
15178	3	Invoice	ANNUAL INTEGRITY GIS WEBSITE MAINTEN	06/08/2023	900.00	12/23	602-23-31-5420-299
15178	4	Invoice	ANNUAL INTEGRITY GIS WEBSITE MAINTEN	06/08/2023	900.00	12/23	603-23-31-5420-299
15178	5	Invoice	GIS TECH SUPPORT-ADD MOWING LAYER	06/08/2023	150.00	12/23	100-22-42-5210-299
Total 15178:					3,750.00		
Total SURVEYING & MAPPING, LLC (7245):					3,750.00		
THE IOWA OUTDOORS STORE, LLC (7104)							
6847/1	1	Invoice	PARTS AND MATERIALS	06/07/2023	14.99	12/23	100-22-42-5210-318
6847/1	2	Invoice	TRIMMER PARTS	06/07/2023	336.79	12/23	100-22-42-5210-314
Total 6847/1:					351.78		
Total THE IOWA OUTDOORS STORE, LLC (7104):					351.78		
THE PAVEMENT DOCTOR (1483)							
1167	1	Invoice	SPRAY PATCHING of CITY STREETS JUNE 2	05/26/2023	19,635.00	12/23	204-23-30-5310-299
Total 1167:					19,635.00		
Total THE PAVEMENT DOCTOR (1483):					19,635.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
THE TRASHMAN, LLC (943)							
741-1812	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	26.95	12/23	100-24-36-5480-236
741-1812	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	19.25	12/23	601-23-36-5480-236
741-1812	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	15.40	12/23	602-23-36-5480-236
741-1812	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	15.40	12/23	603-23-36-5480-236
741-1812	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	77.00	12/23	100-22-42-5280-236
741-1812	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	204-23-30-5310-236
741-1812	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	16.50	12/23	100-21-22-5140-236
741-1812	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	77.00	12/23	100-22-42-5233-236
741-1812	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	601-23-52-5588-236
741-1812	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	603-23-70-5642-236
741-1812	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	100-22-42-5210-236
741-1812	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	602-23-61-5642-236
741-1812	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	05/31/2023	44.00	12/23	205-23-45-5372-236
Total 741-1812:					511.50		
741-1813	1	Invoice	DROP BOX CHARGES/EXTRA SVC	05/31/2023	246.00	12/23	100-23-30-5340-235
Total 741-1813:					246.00		
741-1814	1	Invoice	CEMETERY ROLL OFF	05/31/2023	582.70	12/23	100-23-42-5371-236
Total 741-1814:					582.70		
741-1815	1	Invoice	CURB RECYCLING - MAY 2023	06/01/2023	13,095.96	12/23	100-23-30-5340-235
Total 741-1815:					13,095.96		
Total THE TRASHMAN, LLC (943):					14,436.16		
TITAN MACHINERY (3357)							
18490891 G	1	Invoice	2 CASES HYDR OIL #13 BACKHOE	06/09/2023	230.00	12/23	100-41-42-5371-512
Total 18490891 GP:					230.00		
Total TITAN MACHINERY (3357):					230.00		
TMI SERVICES, INC. (954)							
14630	1	Invoice	PORTABLE TOILET RENTALS-LYNX AVE/N.T	06/02/2023	285.00	12/23	100-22-42-5210-225
14630	2	Invoice	HANDICAP PORTABLE TOILET RENTAL-MUL	06/02/2023	130.00	12/23	100-22-42-5221-225
Total 14630:					415.00		
Total TMI SERVICES, INC. (954):					415.00		
T-MOBILE (7288)							
973411563 5/	1	Invoice	PHONE SVC/INSPECTION	05/22/2023	25.43	12/23	100-21-18-5190-230
973411563 5/	2	Invoice	PHONE SVC/PD CAR PHONES	05/22/2023	152.58	12/23	100-21-21-5110-230
973411563 5/	3	Invoice	PHONE SVC/INVESTIGATOR	05/22/2023	33.09	12/23	100-21-21-5110-230
973411563 5/	4	Invoice	ST DEPT (GTAC)	05/22/2023	10.56	12/23	204-23-30-5310-230
973411563 5/	5	Invoice	ST DEPT (GTAC)	05/22/2023	10.57	12/23	602-23-62-5662-230
973411563 5/	6	Invoice	TOUGHBOOKS	05/22/2023	148.98	12/23	100-21-21-5110-230
Total 973411563 5/22/23:					381.21		
Total T-MOBILE (7288):					381.21		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
TOLLE AUTOMOTIVE, INC. (3188)							
22030	1	Invoice	TOW TRK #69 KYP TO STREET SHED	05/30/2023	68.00	12/23	100-22-42-5210-227
Total 22030:					68.00		
22295	1	Invoice	MOUNT/BALANCE - LINE	06/06/2023	131.65	12/23	601-23-52-5935-227
Total 22295:					131.65		
Total TOLLE AUTOMOTIVE, INC. (3188):					199.65		
TRUCK CENTER COMPANIES (7383)							
XA30133459	1	Invoice	MULTIPLE SUPPLIES - WATER #58	05/24/2023	2,022.85	12/23	204-23-30-5310-314
Total XA301334596:01:					2,022.85		
XA30133459	1	Invoice	OIL SEAL/BEARINGS - WATER #58	05/25/2023	318.25	12/23	204-23-30-5310-314
Total XA301334596:02:					318.25		
Total TRUCK CENTER COMPANIES (7383):					2,341.10		
UNITED COOPERATIVE (979)							
10341	1	Invoice	GAS REPORT	05/15/2023	1,531.66	12/23	100-21-21-5110-315
10341	2	Invoice	GAS REPORT	05/15/2023	58.75	12/23	100-21-22-5140-315
10341	3	Invoice	GAS REPORT	05/15/2023	417.23	12/23	204-23-30-5310-315
10341	4	Invoice	GAS REPORT	05/15/2023	170.58	12/23	603-23-70-5935-315
10341	5	Invoice	GAS REPORT	05/15/2023	71.48	12/23	602-23-61-5935-315
10341	6	Invoice	GAS REPORT	05/15/2023	22.47	12/23	603-23-80-5926-232
10341	7	Invoice	GAS REPORT	05/15/2023	42.78	12/23	100-21-18-5190-315
10341	8	Invoice	GAS REPORT	05/15/2023	370.94	12/23	601-23-52-5935-315
10341	9	Invoice	GAS REPORT	05/15/2023	87.05	12/23	601-23-80-5935-315
10341	10	Invoice	GAS REPORT	05/15/2023	87.06	12/23	602-23-80-5935-315
10341	11	Invoice	GAS REPORT	05/15/2023	55.23	12/23	100-22-42-5233-315
10341	12	Invoice	GAS REPORT	05/15/2023	378.92	12/23	100-22-42-5210-315
10341	13	Invoice	GAS REPORT	05/15/2023	378.92	12/23	100-23-42-5371-315
10341	14	Invoice	GAS REPORT	05/15/2023	283.25	12/23	100-24-14-5435-315
Total 10341:					3,956.32		
10342	1	Invoice	DIESEL REPORT	05/15/2023	212.17	12/23	100-21-22-5140-315
10342	2	Invoice	DIESEL REPORT	05/15/2023	741.50	12/23	204-23-30-5310-315
10342	3	Invoice	DIESEL REPORT	05/15/2023	258.66	12/23	602-23-61-5935-315
10342	4	Invoice	DIESEL REPORT	05/15/2023	586.56	12/23	601-23-52-5935-315
10342	5	Invoice	DIESEL REPORT	05/15/2023	58.51	12/23	100-22-42-5233-315
10342	6	Invoice	DIESEL REPORT	05/15/2023	132.96	12/23	100-22-42-5210-315
10342	7	Invoice	DIESEL REPORT	05/15/2023	132.96	12/23	100-23-42-5371-315
10342	8	Invoice	DIESEL REPORT	05/15/2023	1,006.21	12/23	100-24-14-5435-315
Total 10342:					3,129.53		
10402	1	Invoice	GAS REPORT	05/31/2023	1,337.72	12/23	100-21-21-5110-315
10402	2	Invoice	GAS REPORT	05/31/2023	55.34	12/23	100-21-22-5140-315
10402	3	Invoice	GAS REPORT	05/31/2023	613.52	12/23	204-23-30-5310-315
10402	4	Invoice	GAS REPORT	05/31/2023	170.23	12/23	603-23-70-5935-315
10402	5	Invoice	GAS REPORT	05/31/2023	195.94	12/23	602-23-61-5935-315
10402	6	Invoice	GAS REPORT	05/31/2023	571.02	12/23	601-23-52-5935-315
10402	7	Invoice	GAS REPORT	05/31/2023	69.64	12/23	601-23-80-5935-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
10402	8	Invoice	GAS REPORT	05/31/2023	69.64	12/23	602-23-80-5935-315
10402	9	Invoice	GAS REPORT	05/31/2023	25.44	12/23	100-22-42-5233-315
10402	10	Invoice	GAS REPORT	05/31/2023	459.68	12/23	100-22-42-5210-315
10402	11	Invoice	GAS REPORT	05/31/2023	459.68	12/23	100-23-42-5371-315
10402	12	Invoice	GAS REPORT	05/31/2023	438.05	12/23	100-24-14-5435-315
Total 10402:					4,465.90		
10403	1	Invoice	DIESEL REPORT	05/31/2023	68.68	12/23	100-21-22-5140-315
10403	2	Invoice	DIESEL REPORT	05/31/2023	818.14	12/23	204-23-30-5310-315
10403	3	Invoice	DIESEL REPORT	05/31/2023	668.91	12/23	601-23-52-5935-315
10403	4	Invoice	DIESEL REPORT	05/31/2023	117.51	12/23	100-22-42-5210-315
10403	5	Invoice	DIESEL REPORT	05/31/2023	117.51	12/23	100-23-42-5371-315
10403	6	Invoice	DIESEL REPORT	05/31/2023	657.73	12/23	100-24-14-5435-315
Total 10403:					2,448.48		
Total UNITED COOPERATIVE (979):					14,000.23		
UNITED STATES TREASURY (5852)							
720-V - 2023	1	Invoice	PCORI FEES	06/09/2023	184.14	12/23	902-11215
Total 720-V - 2023:					184.14		
Total UNITED STATES TREASURY (5852):					184.14		
US CELLULAR (986)							
0581709141	1	Invoice	CELLULAR SERVICE	05/20/2023	45.22	12/23	204-23-30-5310-230
0581709141	2	Invoice	CELLULAR SERVICE	05/20/2023	22.61	12/23	601-23-52-5588-230
0581709141	3	Invoice	CELLULAR SERVICE	05/20/2023	22.62	12/23	601-23-51-5566-230
0581709141	4	Invoice	CELLULAR SERVICE	05/20/2023	11.31	12/23	100-24-30-5380-230
0581709141	5	Invoice	CELLULAR SERVICE	05/20/2023	11.31	12/23	601-24-30-5380-230
0581709141	6	Invoice	CELLULAR SERVICE	05/20/2023	11.30	12/23	602-24-30-5380-230
0581709141	7	Invoice	CELLULAR SERVICE	05/20/2023	11.30	12/23	603-24-30-5380-230
0581709141	8	Invoice	CELLULAR SERVICE	05/20/2023	9.04	12/23	100-24-12-5430-230
0581709141	9	Invoice	CELLULAR SERVICE	05/20/2023	24.88	12/23	601-23-81-5921-230
0581709141	10	Invoice	CELLULAR SERVICE	05/20/2023	5.65	12/23	602-23-81-5921-230
0581709141	11	Invoice	CELLULAR SERVICE	05/20/2023	5.65	12/23	603-23-81-5921-230
0581709141	12	Invoice	CELLULAR SERVICE-TABLETS	05/20/2023	45.22	12/23	100-21-18-5190-230
0581709141	13	Invoice	CELLULAR SERVICE-TABLETS	05/20/2023	22.61	12/23	602-23-80-5902-299
0581709141	14	Invoice	CELLULAR SERVICE-TABLETS	05/20/2023	22.62	12/23	601-23-80-5905-299
0581709141	15	Invoice	CELLULAR SERVICE-TABLETS	05/20/2023	45.22	12/23	100-21-22-5140-230
0581709141	16	Invoice	CELLULAR SERVICE-TABLETS	05/20/2023	180.81	12/23	601-23-52-5930-215
Total 0581709141:					497.37		
Total US CELLULAR (986):					497.37		
VERMEER IOWA & N. MISSOURI (6073)							
P0003206	1	Invoice	BORING UNIT MATERIAL	06/12/2023	425.60	12/23	601-23-52-5935-314
Total P0003206:					425.60		
Total VERMEER IOWA & N. MISSOURI (6073):					425.60		
WEBSTER CITY TRUE VALUE (2155)							
169203	1	Invoice	OUTDOOR POOL SUPPLIES	05/26/2023	49.50	12/23	100-22-42-5242-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 169203:					49.50		
169373	1	Invoice	MISC SUPPLIES	06/05/2023	55.94	12/23	100-22-42-5210-318
Total 169373:					55.94		
169378	1	Invoice	2 - 2" 45 DEG ELBOW	06/05/2023	16.98	12/23	601-23-52-5588-318
Total 169378:					16.98		
169516	1	Invoice	MISC SUPPLIES	06/12/2023	18.77	12/23	100-22-42-5210-318
Total 169516:					18.77		
Total WEBSTER CITY TRUE VALUE (2155):					141.19		
WEBSTER CITY VETERINARY CLINIC (1030)							
491145	1	Invoice	1ST QTR 2023 DOG POUND FEES	05/31/2023	1,625.00	12/23	100-22-21-5240-299
Total 491145:					1,625.00		
Total WEBSTER CITY VETERINARY CLINIC (1030):					1,625.00		
WESCO RECEIVABLES CORP (1038)							
633735	1	Invoice	25 - TENSION SPLICE	05/11/2023	482.04	12/23	601-23-52-5588-318
Total 633735:					482.04		
637283	1	Invoice	2022 URD CONVERSION MATERIAL	05/16/2023	5,546.13	12/23	601-23-52-5588-871
Total 637283:					5,546.13		
Total WESCO RECEIVABLES CORP (1038):					6,028.17		
WESTRUM LEAK DETECTION, INC. (1040)							
052423	1	Invoice	2023 LEAK DETECTION SURVEY	05/24/2023	3,200.00	12/23	602-23-62-5673-299
Total 052423:					3,200.00		
Total WESTRUM LEAK DETECTION, INC. (1040):					3,200.00		
WONDR HEALTH (7746)							
202305.3791	1	Invoice	PROGRAM ENROLLMENT - 5/31/23 - 11/15/23	05/31/2023	1,800.00	12/23	902-11215
Total 202305.37916.23:					1,800.00		
Total WONDR HEALTH (7746):					1,800.00		
WOODRUFF CONSTRUCTION, INC. (7449)							
043023	1	Invoice	BOONE RIVER TRAIL - CDBG APP#1	04/30/2023	41,774.13	12/23	220-23-36-5391-299
Total 043023:					41,774.13		
053123	1	Invoice	BOONE RIVER TRAIL - CDBG APP#2	05/31/2023	2,198.64	12/23	220-23-36-5391-299
Total 053123:					2,198.64		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total WOODRUFF CONSTRUCTION, INC. (7449):					43,972.77		
ZAMORA, PHYLLIS (7747)							
042023	1	Invoice	ENERGY EFFICIENCY REBATE	04/20/2023	50.00	12/23	601-23-36-5930-979
Total 042023:					50.00		
Total ZAMORA, PHYLLIS (7747):					50.00		
ZUNIGA, LUZ PERLA RODRIGUEZ (7748)							
061223	1	Invoice	CUSTOMER DEPOSIT REFUND	06/12/2023	51.06	12/23	601-21011
Total 061223:					51.06		
Total ZUNIGA, LUZ PERLA RODRIGUEZ (7748):					51.06		
Total 06/19/2023:					585,509.80		
Grand Totals:					586,941.29		

Report GL Period Summary

GL Period	Amount
12/23	586,941.29
Grand Totals:	586,941.29

Vendor number hash: 778639
Vendor number hash - split: 1482584
Total number of invoices: 228
Total number of transactions: 478

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	586,941.29	586,941.29
Grand Totals:	586,941.29	586,941.29

FUND LIST TOTALS FOR BILLS June 19, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	127,495.30
204	Road Use Tax Funds	35,233.66
205	Airport Fund	10,735.30
214	K-9 Trust SP Rev Trust Fund	54.99
220	Economic Development	43,972.77
232	B.L.U.E. Program Fund	139.62
300	Debt Service	5,022.44
400	Joe E. Barr Trust	30.93
401	Edgar Foster Trust	30.91
403	Zella Silvers Trust	30.91
525	Street Improvement	7,859.62
534	Wilson Brewer Park Improv Proj	32.64
601	Electric Utility	48,253.69
602	Water Utility	161,688.24
603	Sewer Fund	27,323.08
902	Medical/Flex	119,037.19
	Grand Total	586,941.29

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF MAY 2023

	MONTH May	Year to Date 2023	MONTH May	Year to Date 2022	
Total gallons flow	42,522,000	202,085,000	59,742,000	185,891,000	gal
Average daily flow	1,371,600		1,927,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	78,160	370,071	96,426	473,709	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	137,240		96,820		gal
Total gallons supernatant returned	71,038		6,458		gal
Methane gas produced	0		14,982		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	13.4		20.14		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	96.9		93.2		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	6.3		10		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	98.3		95.62		%
Average effluent ammonia nitrogen May(1.7 mg/l average, 15.2 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

ELECTRIC REPORT FOR THE MONTH OF MAY 2023

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

	MONTH May	Year to Date 2023	MONTH May	Year to 2022
TOTAL PURCHASED POWER K.W.	7,618,328	43,232,281	7,855,954	43,497,055
Gross K.W. Generated For Maint.	0	372,790	0	0
For Corn Belt	0	0	0	93,700
Station Power K.W.	19,086	148,855	19,942	142,818
NET K.W.TO BOARD	7,599,242	43,083,426	7,836,012	43,354,237
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,179,749	11,727,050	2,098,153	10,994,248
Industrial Sales	2,268,124	11,694,741	2,558,198	12,937,445
City Departments & Street Lights	331,636	2,046,717	374,284	2,128,831
Residential Sales	1,940,598	12,457,687	2,081,754	12,380,893
Sales for Resale-Wholesale	485,000	3,433,300	585,100	3,487,700
KILOWATTS UNACCOUNTED	394,135	1,723,931	138,523	1,425,120
Percentage of Unaccounted for	5.19%	4.00%	1.77%	3.29%

LOAD COMPARISON	2023	2022
Peak K.W. Demand	14,976	14,728
Purchased Power	7,618,328	7,855,954
Net to Board	7,599,242	7,836,012

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 prkWh	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	7,618,328	7,599,242	7,205,107	394,135	5.19%	43,083,426	41,359,495	1,723,931	4.00%
May	Jun 2023									
Jun	July 2023									
July	Aug 2023									
Aug	Sept 2023									
Sep	Oct 2023									
Oct	Nov 2023									
Nov	Dec 2023									
TOTALS		43,232,281	43,083,426	41,359,495	1,723,931					

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	2,179,749	2,268,124	331,636	1,940,598	485,000	19,086	7,224,193	7,717,431
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	11,727,050	11,694,741	2,046,717	12,457,687	3,433,300	148,855	41,508,350	42,071,935

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	ok new PREVIOUS YEAR
Jan 2023	\$286,995.14	\$156,782.55	\$48,901.45	\$393,497.02	\$87,280.33	N/C	\$973,456.49	\$998,618.93
Feb 2023	\$293,418.03	\$206,398.49	\$48,654.62	\$375,302.94	\$73,710.34	N/C	\$997,484.42	\$1,044,063.98
Mar 2023	\$274,108.16	\$198,718.29	\$45,294.24	\$333,404.31	\$63,809.40	N/C	\$915,334.40	\$896,687.04
Apr 2023	\$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	\$264,323.52	\$232,772.48	\$38,210.13	\$286,719.79	\$52,928.92	N/C	\$874,954.84	\$892,223.72
Jun 2023								
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	\$1,399,165.91	\$1,006,397.97	\$227,587.90	\$1,697,495.07	\$340,609.07		\$4,671,255.92	\$4,744,161.04

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	527	7	50	3,885	3	4,472	4,462
Jun 2023							
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

WATER PLANT REPORT FOR THE MONTH OF MAY 2023

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

	MONTH May	Year to Date 2023	MONTH May	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	26,676,000	115,589,000	25,967,000	116,740,000
Average Gallons Pumped	(860,516)		(837,645)	
Gallons for Sludge	61,100	291,400	70,500	373,650
Total Gallons to Water Plant	26,614,900	115,297,600	25,896,500	116,366,350
Gallons to Distribution System From From Water Plant (Effluent reading)	26,176,000	123,408,000	29,423,000	132,243,000
TOTAL TO SYSTEM - CUBIC FEET	3,499,222	16,497,249	3,933,283	17,678,316
Billed by Clerk's Office to Customers Cubic Feet	2,368,700	11,600,700	2,371,700	11,998,000
Billed by City Departments Cubic Feet	268,900	1,285,800	300,800	1,183,800
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	1,464	54,936	13,368	126,694
Water Plant filter backwash	46,942	347,662	71,947	395,709
Ground storage tank loss				
Recreation-Drink.Fount.	4,547	4,547	4,547	4,547
Cemetery	400	400	400	400
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	808,269	3,203,204	1,170,521	3,969,166
Percentage of Unaccounted for	23.10%	19.42%	29.76%	22.45%

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%	12,998,026	10,603,092	2,394,934	18.43%
Apr	May 2023	3,499,222	2,690,953	808,269	23.10%	16,497,249	13,294,045	3,203,204	19.42%
May	Jun 2023								
June	July 2023								
July	Aug 2023								
Aug	Sep 2023								
Sep	Oct 2023								
Oct	Nov 2023								
Nov	Dec 2023								
TOTALS		16,497,248	13,294,045	3,203,203					
Billings & Usage By Type of Service-C/F		Commercial	Industrial	City Depts.	Residential	Used by City Dep i.e. water breaks flush.etc. Not metered	Total	Previous Year	Previous Year Produced
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		725,400	384,700	268,900	1,258,600	53,353	2,690,953	2,762,762	3,933,283
Jun 2023									
July 2023									
Aug 2023									
Sep 2023									
Oct 2023									
Nov 2023									
Dec 2023									
TOTALS		3,422,100	2,024,900	1,285,800	6,153,700	407,545	13,294,045	13,709,150	17,678,317
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		\$46,490.85	\$17,588.98	\$12,048.50	\$132,933.97	N/C	\$209,062.30	\$ 189,977.53	
Jun 2023									
July 2023									
Aug 2023									
Sep 2023									
Oct 2023									
Nov 2023									
Dec 2023									
TOTALS		\$219,305.48	\$93,683.17	\$57,459.27	\$654,878.64		\$1,025,326.56	\$ 904,065.86	
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		354	7	17	3,179		3,557	2,564	
Jun 2023									
July 2023									
Aug 2023									
Sept 2023									
Oct 2023									
Nov 2023									
Dec 2023									

INCIDENT ANALYSIS - DAY

Date 06/08/2023

Time 2:33:06PM

Report CFS03

Agency Webster City Police Department

Dates 05/01/2023 Thru 05/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: WCPD Webster City Police Department								
	1	3	1	1	0	0	0	6
01050 Traffic Accident PD	0	1	1	1	0	1	1	5
01096 Mental Subject	0	0	1	0	0	0	0	1
1050H Hit And Run	0	1	0	0	0	0	0	1
1050I Traffic Accident Injury	0	0	1	0	0	0	0	1
911P 911P Phone Dispatched	0	1	1	1	1	1	1	6
911R 911 Radio Dispatched	15	22	11	17	8	11	8	92
911T 911 Call Transferred	0	0	0	3	0	0	0	3
ALARM Alarm Actual/False	1	0	1	2	1	2	2	9
ALCH Liquor Law Violations	0	0	0	0	1	0	0	1
ANIM Animal Complaint	7	13	10	12	5	6	2	55
ASSAG Asssit Other Agency	1	4	4	4	2	4	3	22
ASSLT Assault	1	1	1	0	2	1	1	7
ASSSO Assist Sheriffs Office	0	1	0	0	0	0	0	1
BIKE Bicycle Violations	0	0	0	0	0	0	1	1
BURG Burg/Breaking & Entering	0	1	0	0	0	0	0	1
CIVIL Civil Disputes	0	0	0	2	0	0	0	2
CR Commercial/Resd Patrol	23	31	55	36	30	40	27	242
DEATH Death/Unattended	0	0	0	1	0	0	0	1
DIREC Directed Assignment	23	21	14	17	13	12	24	124
DOM Domestic Disturbances	0	2	2	2	0	1	0	7
DP Downtown Foot Patrol	1	1	3	2	2	3	1	13
DRIVE Driving Complaints	4	3	5	1	1	2	6	22
EMS Assist VDMC	1	4	4	5	3	4	5	26
ESCOR Escort	0	1	0	0	0	0	0	1
FIRE Fire	0	0	1	0	0	0	3	4
FIREW Fireworks	0	1	0	0	0	0	0	1
FOLL Follow Up	3	5	3	4	5	1	2	23
FOOT Foot Patrol	1	3	2	2	1	2	1	12
FRAUD Fraud	0	0	1	0	3	0	1	5
FUNER Escort/Funeral	0	1	1	0	1	0	0	3
HARR Harasement	0	0	0	2	3	4	0	9
INTOX Intoxication	0	0	1	0	0	0	0	1
KITS Drug Test Kits	0	1	0	0	0	0	0	1
MISC All Other Offenses	0	0	0	0	1	0	1	2
MISS Missing Person	0	1	0	0	0	0	0	1
MOTOR Motorist Assist	0	2	1	0	3	2	1	9
NOISE Noise Complaints	5	2	2	1	0	4	4	18
NOTIF Notification	0	0	0	3	1	2	1	7
NUIS Nuisance Calls	5	16	11	6	2	6	8	54
OPEN Open Window/Door	0	1	0	0	1	1	0	3
PARK Parking Violations	8	3	10	6	7	9	6	49
PROJA Project Awareness	0	0	0	0	0	2	0	2
PROP Lost/Found Property	2	2	2	3	4	2	2	17
PUB Assistance Public	14	24	22	15	27	16	9	127
SHOP Shoplifting	0	0	1	0	0	0	0	1
SIGN Signs/Signals	0	0	0	0	1	0	0	1
SP School Foot Patrol	0	3	4	2	2	4	0	15
STAP Staionary Patrol	1	1	0	1	0	2	2	7
STR Debris/Street Problems	1	2	0	1	1	2	0	7
SUIC Suicide/Attempted	1	0	1	0	0	0	0	2
SUSP Suspicious Activity	11	8	9	7	8	9	5	57

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INCIDENT ANALYSIS - DAY

Date 06/08/2023

Time 2:33:07PM

Report CFS03

Agency Webster City Police Department

Dates 05/01/2023 Thru 05/31/2023

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
TCS	Traffic Control/School	0	6	4	4	5	6	0	25
THEFT	Theft	2	2	2	0	1	0	1	8
TIP	Tip	2	1	1	1	0	0	0	5
Tobac	Tobacco Violation	0	0	0	0	0	1	0	1
TRANS	Transient	0	0	0	0	0	0	1	1
TRASH	Trash Violation	0	0	1	0	0	0	0	1
TRESP	Criminal Trespass	0	0	1	1	0	1	0	3
TS	Traffic Stop	9	11	9	9	9	4	4	55
UNLOC	Vehicle Unlock	2	3	2	1	3	3	2	16
UTIL	Utility Problems	1	2	3	3	4	4	5	22
VAND	Vandalism	0	0	0	0	2	2	0	4
VC	Vacation House Watch	1	2	0	2	0	1	0	6
WARR	Warrant Served	0	2	0	1	1	3	0	7
WEED	Weed/Grass Complaint	0	0	0	1	2	0	0	3
WELF	Welfare Check	1	4	0	2	2	4	1	14
WIND	Public Window Assist	2	9	8	24	9	9	3	64
Webster City Police Department Agency Total		150	229	218	209	178	194	145	1,323
Total		150	229	218	209	178	194	145	1,323

FIRE DEPARTMENT REPORT

MAY 2023

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
05-02	1139	810 Webster st	Smoke detector	City
05-02	1314	1005 Beach st.	CO incident	City
05-03	1932	Superior St.	Vehicle accident clean up	City
05-03	2158	3055 Bells Mill rd.	Grass forest fire	Mutual Aid
05-04	0820	505 Second st.	Hazmat release	City
05-04	2111	1104 James st.	CO Incident	City
05-07	1403	2270 Stagecoach rd.	Vehicle Fire	City
05-10	1317	Highway 20	Dispatched then cancelled	City
05-12	0148	506 Second st.	Animal Rescue	City
05-15	0929	1610 Collins	Dispatched cancelled	City
05-17	1600	1600 Broadway st.	Equipment fire	City
05-20	2242	1539 Second st.	CO alarm activation	City
05-23	1126	611 Second st.	Smoke removal	City
05-26	0918	1605 Lynx ave	Elevator Rescue	City
05-30	0726	1957 225 th st.	Grass Fire	City

Year to Date Total = 069

May Total =15

City- =14

Mutual- =01

District- =00

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>05-03</u>		Staff Meeting	2	10
<u>05-08</u>		Fire Drill- Confined space/ lockout	2	30
<u>05-21</u>		Fire Drill- RIT training	2	26

Year to Date Total =562

May Total = 122

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>05-16</u>	Inspections on St. Thomas	Plan Review
	Inspection on new development	Plan Review
<u>05-25</u>	Final inspection at Good life RV sprinkler alarm	Final
<u>05-26</u>	Hamilton County event center	Plan Review
<u>05-31</u>	St. Thomas	Plan Review

Year to Date Total = 27

May Total =05

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
05-01		Flush of month 10,000 gallons for street dept.
05-03		E33 repairs with EAM
05-08		Prep for Fire Drill

05-11		Career on wheels presentation at ICCC
		Assist Street and Water Dept. with Hydrant flushes
05-17		Repair E33 broken dip stick
		Landscaping and lawn seeding
05-22		Pump testing all Engines
05-23		Annual Boat maintenance
		Repairs on A36- Hose, Nozzles
05-29		Memorial Day Parade

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
<u>05-20</u>		<u>Graduation Party</u>
		<u>Graduation Party</u>
<u>05-31</u>		<u>FFA meeting</u>

**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

7:00 P.M.

June 14, 2023

1. Roll Call
2. Minutes of May 10, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Reports for May
5. Manager's Reports for May
6. Approve Landfill Use Agreement
7. Approval of the 2023-2024 Budget
8. Employee Raises
9. Approve Free Disposal for Boone River Cleanup
10. Consider Changes to Vacation Policy
11. Open Discussion
12. Adjourn

REGULAR MEETING OF THE
HAMILTON COUNTY SOLID WASTE COMMISSION
MINUTES

A regular meeting of the Hamilton County Solid Waste Commission was held at the Transfer Station Office building on May 10, 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 Auestad and seconded by Painton that:

1. The Minutes of April 12, 2023 be approved.
2. The issuance of Payroll for the period ending April 7, 2023 and paid on April 14, 2023 in the amount of \$7,051.93 be approved.
3. The issuance of Payroll for the period ending April 21, 2023 and paid on April 28, 2023 in the amount of \$7,192.06 be approved.
4. Payment of Bills for April 2023 in the amount of \$96,924.44 be approved.
5. The Secretary-Treasurer's Report for April 2023 be approved.

Motion carried with seven ayes, Blairsburg and Ellsworth absent.

The Commission reviewed the pending agreement with NCIARWA and suggested changes to be discussed with the engineer working on the project. No formal action was taken.

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

It was moved by Auestad and seconded by Bishop to offer the driver/operator position to applicant Aaron Park, pending background check, and preemployment drug testing, with a starting wage of \$21.00 per hour with increases of fifty cents for PDOX mastery, forty cents for obtaining a landfill operator certification, and twenty-five cents for hazardous waste certification. ROLL CALL: Ayes-Mechaelsen, Campidilli, Bishop, Reiter, Painton. Frayne, Auestad. Absent-Ellsworth and Blairsburg. Motion carried.

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

The Commission stood adjourned at 8:25 P.M.

Dan Campidilli, Chairperson

Cherie Ferguson, Secretary-Treasurer

Bills Approved 05/10/2023	
BINNS & STEVENS	\$1,890.00
BLUE RIBBON PELHAM WATERS	\$34.00
BOMGAARS	\$143.88
CARD SERVICES	\$1,120.35
CINTAS	\$218.41
CLEAN HARBORS	\$8,892.56
COOPERATIVE TELEPHONE EX	\$136.03
EFTPS	\$4,138.52
EVORA CONSULTING	\$4,340.48
FIRST STATE BANK	\$30.00
IPERS	\$3,422.93
KQWC	\$459.00
MY IOWA UI	\$451.71
NAPA AUTO PARTS	\$416.44
NCIARSWA	\$48,694.38
POSTMASTER	\$19.98
REES TRUCK & TRAILER	\$202.14
TREASURER OF STATE	\$2,086.05
UNITED COOPERATIVE	\$5,160.18
U.S. CELLULAR	\$101.17
UNITY POINT	\$42.00
WEBSTER CITY MUNICIPAL UTILITIES	\$360.74
WEBSTER CITY TRUVALUE	\$14.58
WELLMARK	\$4,858.32
PAYROLL	\$9,690.59
Total	\$96,924.44

HCSW COMMISSION

Check Detail

May 11 - June 14, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
FIRST STATE BANK CHECKING						
05/11/2023	Check	12181	RURAL IOWA LANDFILL	TURKEY DISPOSAL		-528.75
						528.75
05/11/2023	Check	12197	RURAL IOWA LANDFILL	TURKEY DISPOSAL		-621.00
						621.00
05/13/2023	Check	EFT	IPERS	APRIL IPERS		-2,240.58
						2,240.58
05/15/2023	Check	EFT	United States Treasury	APRIL FED/MED/FICA		-3,313.67
						3,313.67
05/15/2023	Check	EFT	United States Treasury	REFUND REIMBURSEMENT		-7,848.54
						7,848.54
05/30/2023	Check	12203	UNITED COOPERATIVE	DIESEL FUEL		-2,119.75
						2,119.75
05/31/2023	Check	EFT	TREASURER OF STATE	APRIL SALES TAX		-992.70
						-992.70
06/01/2023	Check	EFT	WELLMARK	HEALTH INSURANCE		-1,214.58
						1,214.58
OPERATING FUND						
05/11/2023	Bill Payment (Check)	12197	UNITY POINT CLINIC			-42.00
						-42.00
05/12/2023	Payroll Check	12176	KEENAN L ELLIOTT	Pay Period: 04/22/2023-05/05/2023		-1,256.86
				Gross Pay - This is not a legal pay stub		1,893.30
				Employer Taxes		161.87
				Employer Retirement Contribution		178.73
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		119.09
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		178.73
				IA Unemployment Taxes		17.04
				IA Income Tax		60.33
				Federal Taxes (941/943/944)		450.03
05/12/2023	Payroll Check	12179	NICK T. SCHUTT	Pay Period: 04/22/2023-05/05/2023		-1,004.28
				Gross Pay - This is not a legal pay stub		1,560.96
				Employer Taxes		133.46
				Employer Retirement Contribution		147.35
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		98.18
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		147.35
				IA Unemployment Taxes		14.05

DATE	TRANSACTION TYPE	NUM NAME	MEMO/DESCRIPTION	CLR	AMOUNT
			IA Income Tax		64.12
			Federal Taxes (941/943/944)		361.97
05/12/2023	Payroll Check	12178 TERRY A KLAVER	Pay Period: 04/22/2023-05/05/2023		-2,052.50
			Gross Pay - This is not a legal pay stub		2,964.34
			Employer Taxes		253.46
			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)		681.83
05/12/2023	Payroll Check	12177 CHERIE L FERGUSON	Pay Period: 04/22/2023-05/05/2023		-548.74
			Gross Pay - This is not a legal pay stub		673.28
			Employer Taxes		57.57
			Employer Retirement Contribution		63.56
			IPERS DEDUCTION		0.00
			IPERS		42.35
			IPERS - Company Contribution		63.56
			IA Unemployment Taxes		6.06
			IA Income Tax		4.32
			Federal Taxes (941/943/944)		129.38
05/26/2023	Payroll Check	12200 CHERIE L FERGUSON	Pay Period: 05/06/2023-05/19/2023		-517.75
			Gross Pay - This is not a legal pay stub		630.57
			Employer Taxes		53.92
			Employer Retirement Contribution		59.53
			IPERS DEDUCTION		0.00
			IPERS		39.66
			IPERS - Company Contribution		59.53
			IA Unemployment Taxes		5.68
			IA Income Tax		2.56
			Federal Taxes (941/943/944)		118.84
05/26/2023	Payroll Check	12199 KEENAN L ELLIOTT	Pay Period: 05/06/2023-05/19/2023		-1,293.67
			Gross Pay - This is not a legal pay stub		1,946.28
			Employer Taxes		166.41
			Employer Retirement Contribution		183.73
			Employer Health Ins. Contribution		455.47
			Health Insurance (taxable)		151.82
			IPERS DEDUCTION		0.00
			IPERS		122.42
			Health Insurance (company paid) - Company Contribution		455.47
			IPERS - Company Contribution		183.73
			IA Unemployment Taxes		17.52
			IA Income Tax		63.16
			Federal Taxes (941/943/944)		464.10
05/26/2023	Payroll Check	12201 TERRY A KLAVER	Pay Period: 05/06/2023-05/19/2023		-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

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				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
05/26/2023	Payroll Check	12202	NICK T. SCHUTT	Pay Period: 05/06/2023-05/19/2023		-990.35
				Gross Pay - This is not a legal pay stub		1,541.05
				Employer Taxes		131.75
				Employer Retirement Contribution		145.48
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		96.93
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		145.48
				IA Unemployment Taxes		13.87
				IA Income Tax		63.16
				Federal Taxes (941/943/944)		356.67
06/09/2023	Payroll Check	12207	AARON A. PARK	Pay Period: 05/20/2023-06/02/2023		-609.84
				Gross Pay - This is not a legal pay stub		715.68
				Employer Taxes		54.75
				Employer Retirement Contribution		67.56
				IPERS		45.02
				IPERS - Company Contribution		67.56
				IA Income Tax		6.07
				Federal Taxes (941/943/944)		109.50
06/09/2023	Payroll Check	12205	CHERIE L FERGUSON	Pay Period: 05/20/2023-06/02/2023		-547.98
				Gross Pay - This is not a legal pay stub		672.23
				Employer Taxes		57.48
				Employer Retirement Contribution		63.46
				IPERS DEDUCTION		0.00
				IPERS		42.28
				IPERS - Company Contribution		63.46
				IA Unemployment Taxes		6.05
				IA Income Tax		4.28
				Federal Taxes (941/943/944)		129.12
06/09/2023	Payroll Check	12206	TERRY A KLAVER	Pay Period: 05/20/2023-06/02/2023		-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
06/09/2023	Payroll Check	12208	NICK T. SCHUTT	Pay Period: 05/20/2023-06/02/2023		-991.77
				Gross Pay - This is not a legal pay stub		1,543.10
				Employer Taxes		131.95
				Employer Retirement Contribution		145.67
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				IPERS		97.06
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		145.67
				IA Unemployment Taxes		13.89
				IA Income Tax		63.25
				Federal Taxes (941/943/944)		357.26
06/09/2023	Payroll Check	12204	KEENAN L ELLIOTT	Pay Period: 05/20/2023-06/02/2023		-1,237.40
				Gross Pay - This is not a legal pay stub		1,865.30
				Employer Taxes		159.49
				Employer Retirement Contribution		176.08
				Employer Health Ins. Contribution		455.47
				IPERS		117.33
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS - Company Contribution		176.08
				Health Insurance (company paid) - Company Contribution		455.47
				IA Unemployment Taxes		16.79
				IA Income Tax		58.83
				Federal Taxes (941/943/944)		442.62

HCSW COMMISSION

Unpaid Bills

All Dates

DATE	TRANSACTION TYPE	NUM	AMOUNT	OPEN BALANCE
AUDITOR OF STATE				
05/15/2023	Bill	2021	175.00	175.00
Total for AUDITOR OF STATE			\$175.00	\$175.00
BLUE RIBBON PELHAM WATERS				
05/31/2023	Bill	4748	34.00	34.00
Total for BLUE RIBBON PELHAM WATERS			\$34.00	\$34.00
BOMGAARS				
04/18/2023	Bill	62981144	179.80	179.80
05/02/2023	Bill	62986920	149.90	149.90
Total for BOMGAARS			\$329.70	\$329.70
CLEAN HARBORS				
05/01/2023	Bill	1004628336	651.27	651.27
Total for CLEAN HARBORS			\$651.27	\$651.27
COOPERATIVE TELEPHONE EXCHANGE				
515-826-3206				
06/01/2023	Bill	232	136.71	136.71
Total for COOPERATIVE TELEPHONE EXCHANGE			\$136.71	\$136.71
IMWCA				
06/01/2023	Bill	86494	1,508.00	1,508.00
Total for IMWCA			\$1,508.00	\$1,508.00
INGRAHAM CONSTRUCTION INC.				
05/23/2023	Bill	10763	883.81	883.81
Total for INGRAHAM CONSTRUCTION INC.			\$883.81	\$883.81
NCIARSWA				
515-955-2781				
05/31/2023	Bill		50,711.64	50,711.64
Total for NCIARSWA			\$50,711.64	\$50,711.64
OVERHEAD DOOR COMPANY OF WEBSTER COUNTY				
05/10/2023	Bill	60214	2,913.00	2,913.00
Total for OVERHEAD DOOR COMPANY OF WEBSTER COUNTY			\$2,913.00	\$2,913.00
PER MAR SECURITY SERVICES				
05/08/2023	Bill	3045849	345.00	345.00
Total for PER MAR SECURITY SERVICES			\$345.00	\$345.00
PRINTING SERVICES, INC.				
03/29/2023	Bill	702772-0	285.27	285.27
Total for PRINTING SERVICES, INC.			\$285.27	\$285.27
REES TRUCK & TRAILER, INC				
05/18/2023	Bill	70479	1,505.97	1,505.97
Total for REES TRUCK & TRAILER, INC			\$1,505.97	\$1,505.97
SCS ENGINEERS				
04/30/2023	Bill	0467353	1,096.25	1,096.25
04/30/2023	Bill	467362	4,046.67	4,046.67

DATE	TRANSACTION TYPE	NUM	AMOUNT	OPEN BALANCE
			\$5,142.92	\$5,142.92
Total for SCS ENGINEERS				
THE TILE PROS				
04/07/2023	Bill	WO-0986	440.00	440.00
05/26/2023	Bill	WO-1037	440.00	440.00
			\$880.00	\$880.00
Total for THE TILE PROS				
TRASH MAN				
05/31/2023	Bill	741-1547	745.00	745.00
			\$745.00	\$745.00
Total for TRASH MAN				
WEBSTER CITY MUNICIPAL UTILITIES				
05/25/2023	Bill	19.741300.01	219.20	219.20
05/25/2023	Bill	19.741400.01	107.76	107.76
			\$326.96	\$326.96
Total for WEBSTER CITY MUNICIPAL UTILITIES				
WEBSTER CITY TRUE VALUE				
04/29/2023	Bill	168631	19.99	19.99
			\$19.99	\$19.99
Total for WEBSTER CITY TRUE VALUE				
			\$66,594.24	\$66,594.24
TOTAL				

HCSW COMMISSION

A/R Aging Summary

As of June 1, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	128.53					\$128.53
AG SOURCE	71.78	-89.29	-36.69			\$ -54.20
AMERICAN SANITATION	14,918.09					\$14,918.09
APPLIANCE PLUS	35.25					\$35.25
BILL BEEMER WELL COMPANY	34.22					\$34.22
CHAD ARNOLD			0.24	0.24	16.31	\$16.79
CHRIS MC NEIL PLUMBING					-34.20	\$ -34.20
CITY OF BLAIRSBURG		-0.01				\$ -0.01
CITY OF WEBSTER CITY	217.62					\$217.62
DAILY FREEMAN JOURNAL	48.15	-16.05				\$32.10
DAVE SCOTT CONSTRUCTION	40.90					\$40.90
DAYTON DEVELOPMENT	351.07					\$351.07
GERBER AUTO ELECTRIC			0.01			\$0.01
GILBERT FLOORING & PAINT	32.10	-0.01				\$32.09
GOOD LIFE RV	146.89					\$146.89
HAMILTON COUNTY ENGINEER	25.00					\$25.00
INGRAHAM CONSTRUCTION	2,300.39					\$2,300.39
J&C BUILDERS, LCC	143.55					\$143.55
JAYCOX CONSTRUCTION	33.38					\$33.38
JLE CONSTRUCTION	18.19					\$18.19
K & M AG	75.16					\$75.16
LEONARD MOSS ROOFING	606.95					\$606.95
MARY ANN'S SPECIALTY FOODS	230.54					\$230.54
MCDOWELL & SONS CONTRACTORS, INC.	144.30					\$144.30
MERTZ ENGINEERING CO.	68.63					\$68.63
MIDWEST ECOSTRUCTION	88.47					\$88.47
NICK MURPHY CONSTRUCTION	147.72				-433.48	\$ -285.76
NORTH CENTRAL TURF	223.52					\$223.52
PAGEL WINDOWS	16.05		0.25			\$16.30
PETERSON CONSTRUCTION	1,175.12					\$1,175.12
REMINGTON SEEDS	568.72					\$568.72
SEAMLESS PROS LLC	3,695.61	930.26	2.23			\$4,628.10
SHAWN MORAN CONSTRUCTION	17.53	89.89				\$107.42
SIGN UP	32.55	-95.27				\$ -62.72
Soil View, LLC.			2.31			\$2.31
T&T RENTALS					4.65	\$4.65
THE TRASH MAN	64,917.78					\$64,917.78
TILE PROS, INC.	50.08					\$50.08
TONY'S TIRE SERVICE, INC.	2,298.10					\$2,298.10
WASTE MANAGEMENT	159.12	186.25	171.19			\$516.56
WEBSTER CITY SCHOOLS	288.00					\$288.00
WIDICK ROOFING	31.71					\$31.71
ZATLOUKAL CONSTRUCTION	48.15					\$48.15
TOTAL	\$93,428.92	\$1,005.77	\$139.54	\$0.24	\$ -446.72	\$94,127.75

HCSW COMMISSION

Sales by Customer Summary

May 2023

	TOTAL
AG FORCE	120.12
AG SOURCE	159.90
AMERICAN SANITATION	14,918.09
APPLIANCE PLUS	32.94
BILL BEEMER WELL COMPANY	31.98
CASH	13,947.47
CITY OF WEBSTER CITY	217.62
DAILY FREEMAN JOURNAL	75.00
DAVE SCOTT CONSTRUCTION	38.22
DAYTON DEVELOPMENT	328.10
GILBERT FLOORING & PAINT	84.60
GOOD LIFE RV	137.28
HAMILTON COUNTY ENGINEER	25.00
INGRAHAM CONSTRUCTION	2,149.90
J&C BUILDERS, LCC	134.16
JAYCOX CONSTRUCTION	31.20
JLE CONSTRUCTION	17.00
K & M AG	70.24
LEONARD MOSS ROOFING	567.24
MARY ANN'S SPECIALTY FOODS	382.38
MCDOWELL & SONS CONTRACTORS, INC.	144.30
MERTZ ENGINEERING CO.	107.04
MIDWEST ECOSTRUCTION	82.68
NICK MURPHY CONSTRUCTION	138.06
NORTH CENTRAL TURF	208.90
PAGEL WINDOWS	15.00
PETERSON CONSTRUCTION	1,098.24
REMINGTON SEEDS	560.04
SEAMLESS PROS LLC	3,453.84
SHAWN MORAN CONSTRUCTION	16.38
SIGN UP	30.42
THE TRASH MAN	64,917.78
TILE PROS, INC.	46.80
TONY'S TIRE SERVICE, INC.	2,147.76
WASTE MANAGEMENT	159.12
WEBSTER CITY SCHOOLS	288.00
WIDICK ROOFING	29.64
ZATLOUKAL CONSTRUCTION	45.00
TOTAL	\$106,957.44

HCSW COMMISSION

Profit and Loss

May 2023

	TOTAL
Income	
CD INTEREST	10,308.64
OPERATING FUND	8.27
ASSESSMENTS	9,973.38
GATE CHARGES	-4.56
APPLIANCES	420.00
C&D	24,404.45
CONCRETE	31.16
ELECTRONICS	161.00
LATEX PAINT	9.00
MSW	64,710.44
PACKER	665.00
RCC FEES	1,140.00
TIRES	443.00
TVS	480.00
Total GATE CHARGES	92,459.49
REFUNDS AND REIMBURSEMENTS	3,522.25
SCRAP METAL SOLD	506.20
Total OPERATING FUND	106,469.59
Unapplied Cash Payment Income	186.44
Total Income	\$116,964.67
GROSS PROFIT	\$116,964.67
Expenses	
LANDFILL POST CLOSURE FUND	
CONSULTING ENGINEERING FEES	757.50
LEACHATE SYSTEM REPORTS	1,120.00
OTHER DISBURSEMENTS	71.46
Total LANDFILL POST CLOSURE FUND	1,948.96
Operating Fund Expenses	
Building Supplies	84.44
Cell Phone Service	101.17
Computer Service	960.76
Diesel Fuel/Fuel Oil	4,329.05
Drinking Water Service	34.00
Electricity	360.74
Engineering Fees	2,462.98
Gasoline	88.13
Miscellaneous Expenses	42.00
NCIARSWA Gate Fees	49,844.13

	TOTAL
Payroll Expenses	
Health Insurance	4,858.32
IPERS	2,240.58
Medicare & Social Security	11,162.21
Total Payroll Expenses	18,261.11
Phone & Internet Service	136.03
Public Notices	459.00
RCC DISPOSAL/SUPPLIES	8,907.14
Uniform Service	133.97
Vehicle&Equip. Parts&Supplies	762.46
Total Operating Fund Expenses	86,967.11
Payroll Expenses	
Company Contributions	
Health Insurance	2,732.82
Retirement	1,338.04
Total Company Contributions	4,070.86
Taxes	1,211.89
Wages	14,174.12
Total Payroll Expenses	19,456.87
Total Expenses	\$108,372.94
NET OPERATING INCOME	\$8,591.73
Other Income	
Late Fee Income	6.00
Total Other Income	\$6.00
NET OTHER INCOME	\$6.00
NET INCOME	\$8,597.73

HCSW COMMISSION

Budget vs. Actuals: FY_2022_2023 - FY23 P&L

July 2022 - June 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
CD INTEREST	12,532.07	0.00	12,532.07	
OPERATING FUND	288.84	0.00	288.84	
ASSESSMENTS	65,380.67	64,781.00	599.67	100.93 %
FARM INCOME	1,871.31	3,500.00	-1,628.69	53.47 %
GAS TAX REFUND		50.00	-50.00	
GATE CHARGES	-975.38	1,050,000.00	-1,050,975.38	-0.09 %
APPLIANCES	4,900.00	0.00	4,900.00	
C&D	295,173.45	0.00	295,173.45	
CONCRETE	470.44	0.00	470.44	
ELECTRONICS	889.00	0.00	889.00	
LATEX PAINT	420.00	0.00	420.00	
MSW	697,619.01	0.00	697,619.01	
PACKER	7,177.00	0.00	7,177.00	
RCC FEES	1,966.12	0.00	1,966.12	
TIRES	7,543.02	0.00	7,543.02	
TVS	5,760.00	0.00	5,760.00	
Total GATE CHARGES	1,020,942.66	1,050,000.00	-29,057.34	97.23 %
INTEREST	635.38	1,000.00	-364.62	63.54 %
OTHER RECEIPTS	2,180.46	0.00	2,180.46	
REFUNDS AND REIMBURSEMENTS	10,575.25	35,000.00	-24,424.75	30.22 %
SCRAP METAL SOLD	5,935.13	1,000.00	4,935.13	593.51 %
Total OPERATING FUND	1,107,809.70	1,155,331.00	-47,521.30	95.89 %
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	491.10		491.10	
Total Income	\$1,121,041.49	\$1,159,231.00	\$-38,189.51	96.71 %
GROSS PROFIT	\$1,121,041.49	\$1,159,231.00	\$-38,189.51	96.71 %
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	3,967.50	10,000.00	-6,032.50	39.68 %
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	3,080.00	2,820.00	260.00	109.22 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
OTHER DISBURSEMENTS	866.45		866.45	
WATER QUALITY REPORTS	7,525.00	5,600.00	1,925.00	134.38 %
Total LANDFILL POST CLOSURE FUND	20,994.95	22,420.00	-1,425.05	93.64 %
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	209.42	100.00	109.42	209.42 %
Building and Fixture Repairs	51,685.79	60,000.00	-8,314.21	86.14 %
Building Supplies	1,534.59	1,000.00	534.59	153.46 %
Cell Phone Service	1,189.48	1,680.00	-490.52	70.80 %
Change Fund		50.00	-50.00	
COMMISSION FEES	1,501.37	2,000.00	-498.63	75.07 %
Computer Service	1,199.16	1,500.00	-300.84	79.94 %
Diesel Fuel/Fuel Oil	41,830.82	43,200.00	-1,369.18	96.83 %
Drinking Water Service	384.00	500.00	-116.00	76.80 %
Electricity	4,851.64	5,500.00	-648.36	88.21 %
ELECTRONICS RECYCLING	8,357.25	10,000.00	-1,642.75	83.57 %
Engineering Fees	20,762.83	7,000.00	13,762.83	296.61 %
Equipment and Vehicle Repairs	1,364.47	12,000.00	-10,635.53	11.37 %
Gasoline	1,143.19	1,000.00	143.19	114.32 %
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	2,171.29		2,171.29	
NCIARSWA Gate Fees	513,255.75	585,000.00	-71,744.25	87.74 %
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	37,604.78	37,116.00	488.78	101.32 %
IPERS	20,369.11	19,722.00	647.11	103.28 %
Medicare & Social Security	23,079.39	15,982.00	7,097.39	144.41 %
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	237,284.38	283,703.00	-46,418.62	83.64 %
Phone & Internet Service	1,485.10	1,700.00	-214.90	87.36 %
Postage	432.29	550.00	-117.71	78.60 %
Propane	3,457.54	3,000.00	457.54	115.25 %
Public Notices	1,068.71	1,200.00	-131.29	89.06 %
RCC DISPOSAL/SUPPLIES	24,092.54	13,000.00	11,092.54	185.33 %
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	1,762.12	1,800.00	-37.88	97.90 %
Vehicle&Equip. Parts&Supplies	7,543.97	10,000.00	-2,456.03	75.44 %
WORKERS' COMP INSURANCE	5,439.00	6,000.00	-561.00	90.65 %
Total Operating Fund Expenses	1,040,415.64	1,163,138.00	-122,722.36	89.45 %
Payroll Expenses				
Company Contributions				
Health Insurance	6,832.05		6,832.05	
Retirement	4,113.52		4,113.52	
Total Company Contributions	10,945.57		10,945.57	
Taxes	4,114.82		4,114.82	
Wages	48,201.86		48,201.86	
Total Payroll Expenses	63,262.25		63,262.25	
Reconciliation Discrepancies		0.00	0.00	
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	\$1,209,926.69	\$1,280,055.00	\$-70,128.31	94.52 %
NET OPERATING INCOME	\$-88,885.20	\$-120,824.00	\$31,938.80	73.57 %
Other Income				
Late Fee Income	6.24		6.24	
Total Other Income	\$6.24	\$0.00	\$6.24	0.00%
Other Expenses				
Reconciliation Discrepancies-1	4.88		4.88	
Total Other Expenses	\$4.88	\$0.00	\$4.88	0.00%
NET OTHER INCOME	\$1.36	\$0.00	\$1.36	0.00%
NET INCOME	\$-88,883.84	\$-120,824.00	\$31,940.16	73.56 %

HAMILTON COUNTY TRANSFER STATION

Managers Monthly Report for May 2023

Cost Savings Project Update in Ft. Dodge.

I have a signed Land Fill Use Agreement for us to approve as written. After our last monthly meeting there were multiple conversations with Tim from SCS and the Executive Board including myself. We as a group agree they are giving us everything we asked for as far as cost savings. This is a living agreement that will be reviewed annually for changes from both sides as we progress. We need to do a final approval and execute sign off to hit the targeted start date of July 1st – 2023.

Update on New Employee.

Our new employee started May 30th. He is doing very well loading trucks with the end loader and is just taking his first solo trip to Ft. Dodge after 4 trips in tandem with another driver on board. I plan to invite him to attend our July meeting so you all can meet him.

Landfill Tile Repair Project

I wanted to take advantage of the costs of transporting a track hoe to do our landfill tile repair since they had equipment onsite crushing our concrete pile. The quote from Sadler to replace around 80 ft. of 12” collapsed drainage tile. This includes new intake and exit pieces and some of our ballasts spread to minimize future erosion. I took a couple pictures for viewing at our meeting for discussion. Also attached is the quote for \$4500.00 to do the work. The final seeding is to be done by my staff. This is an open action item from our Landfill Inspection we discussed at our last meeting.

HAMILTON COUNTY SOLID WASTE COMMISSION

May - 2023 MONTHLY REPORT

DATE	DAY	TOTAL TONS TO BLDG.	CHARGE RECEIPTS TO BLDG.	CASH RECEIPTS TO PACKER	CASH RECEIPTS TO BLDG.	TOTAL RECEIPTS	PACKER WEIGHT (TONS)	DAY PACKER DUMPED & DISPOSAL CHG	LATEX PAINT FEES
1	Mon	37.96	2821.78	32.00	222.54	3116.32			
2	Tues	39.49	2872.10	8.00	285.73	3313.32			
3	Wed	63.31	4766.10	32.00	261.53	5099.63	1.59	124.02	
4	Thurs	59.28	4293.22	16.00	482.86	4883.08			
5	Fri	52.75	3856.38	16.00	339.28	4271.88			
6	Sat	22.27	1123.41	72.00	629.64	1885.05			
7	Sun	0	0.00	0.00	0.00	0.00			
8	Mon	57.32	3815.19	48.00	734.46	4669.65			
9	Tues	71.78	5611.58	24.00	113.46	5799.04			
10	Wed	54.59	4044.75	39.00	304.82	4456.57			
11	Thurs	63.06	4817.86	23.00	181.59	5022.45			
12	Fri	54.22	3579.38	40.00	666.25	4345.64			
13	Sat	18.8	778.02	71.00	829.59	1715.61			
14	Sun	0	0.00	0.00	0.00	0.00			
15	Mon	51.77	3774.46	24.00	331.66	4570.12			
16	Tues	58.9	4368.69	16.00	338.33	4834.32			
17	Wed	60.63	3842.69	39.00	678.99	4587.43			
18	Thurs	60.21	3980.14	32.00	238.56	4447.70			
19	Fri	61.61	4401.81	16.00	475.57	4638.38			
20	Sat	54.23	785.69	47.00	754.86	1729.55			
21	Sun	0	0.00	0.00	0.00	0.00			
22	Mon	53.53	3846.01	40.05	493.45	4620.51			
23	Tues	57.68	4075.46	24.00	358.62	5284.08			
24	Wed	49.33	3465.79	32.00	466.17	4142.96			
25	Thurs	64.41	4809.39	16.00	292.36	5152.75			
26	Fri	45.34	3034.23	56.00	521.91	3780.04			
27	Sat	12.23	296.40	72.05	791.39	1229.84			45.00
28	Sun	0	0.00	0.00	0.00	0.00			
29	Mon	0	0.00	0.00	0.00	0.00			
30	Tues	43.5	3063.67	63.00	403.09	3656.76	2.30	179.40	
31	Wed	69.91	5152.70	8.00	507.92	5813.62			
Total		1338.11	91276.90	906.10	11704.63	107066.30	3.89	303.42	45.00
TOTAL AVG		51.47	3510.65	34.85	450.18	4117.93	0.15	11.67	1.73

HAMILTON COUNTY SOLID WASTE COMMISSION

May - 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	Mon	0.00	0.00	4.00	40.00	0.00	0.00	29.46	2.71	35.25
2	Tues	2.00	15.00	2.00	20.00	8.00	112.49	50.08	3.42	36.57
3	Wed	2.00	10.00	0.00	0.00	2.00	30.00	44.68	2.42	60.89
4	Thur	5.00	25.00	0.00	0.00	6.00	66.00	72.44	5.14	54.14
5	Fri	3.00	15.00	3.00	30.00	1.00	15.00	37.96	1.89	50.86
6	Sat	6.00	30.00	0.00	0.00	2.00	30.00	39.99	1.20	21.01
7	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Mon	6.00	12.00	0.00	0.00	4.00	60.00	35.39	6.26	51.06
9	Tues	4.00	20.00	3.00	30.00	0.00	0.00	97.19	4.24	67.54
10	Wed	15.00	87.00	2.00	20.00	0.00	0.00	42.97	1.67	52.92
11	Thurs	0.00	0.00	0.00	0.00	0.00	0.00	68.87	4.97	58.09
12	Fri	0.00	0.00	1.00	10.00	3.00	45.00	62.00	15.61	38.61
13	Sat	1.00	7.00	0.00	0.00	2.00	30.00	20.98	5.30	13.50
14	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Mon	40.00	200.00	9.00	90.00	10.00	150.00	34.06	4.34	47.43
16	Tues	9.00	45.00	2.00	21.40	3.00	45.00	59.11	6.59	52.31
17	Wed	5.00	26.75	0.00	0.00	0.00	0.00	41.28	6.43	54.20
18	Thurs	7.00	35.00	2.00	20.00	10.00	142.00	60.21	2.77	50.47
19	Fri	0.00	0.00	3.00	30.00	1.00	15.00	57.40	3.64	57.97
20	Sat	1.00	7.00	6.00	60.00	5.00	75.00	36.94	8.85	45.38
21	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Mon	14.00	76.00	6.00	60.00	7.00	105.00	30.95	17.22	36.31
23	Tues	6.00	30.00	16.00	160.00	43.00	636.00	67.27	4.74	52.94
24	Wed	12.00	64.00	1.00	10.00	7.00	105.00	56.45	2.28	47.05
25	Thurs	2.00	10.00	1.00	10.00	1.00	15.00	76.28	6.52	57.89
26	Fri	6.00	117.90	2.00	20.00	2.00	30.00	29.22	5.07	40.27
27	Sat	3.00	15.00	4.00	40.00	1.00	15.00	20.97	2.91	9.32
28	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	Mon	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	Tues	8.00	50.00	1.00	10.00	5.00	67.00	29.68	4.24	39.26
31	Wed	5.00	43.00	5.00	50.00	4.00	52.00	41.13	2.74	67.16
TOTAL		162.00	940.65	73.00	731.40	127.00	1840.49	1242.96	133.17	1198.40
TOTAL A		6.23	36.18	2.81	28.13	4.88	70.79	47.81	5.12	46.09



PROPOSAL

DATE: 6/1/2023

SUBMITTED TO: Hamilton County Transfer Station

PROJECT: Replace Drainage Tile

ATTENTION: Terry Klaver

PHONE:

DESCRIPTION: Provide all material, equipment and labor necessary for the completion of the following;

Remove and replace existing damaged tile with 12" double wall ADS tile with new inlet and backfill to rough grade.

NOTE: Fine grading and seeding by others.

PRICE: Four thousand five hundred and 00/100 dollars..... (\$4,500.00)

PAYMENTS: Upon completion. Due 30 days upon receiving invoice or statement.

A finance charge of 1% per month will be added to all balances over 30 days.

CHANGES: Any alteration or deviation from above specifications will be billed on a time and material basis.

CONTRACTOR INCLUSIONS:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal valid for 30 days. All agreements contingent upon incidences beyond our control. Contractor to provide general liability and worker's compensation insurance.

By: Mitch Sadler
Mitch Sadler - Authorized Signature

Date: 6-1-23

OWNER APPROVAL AND ACCEPTANCE:

The above specifications, prices and conditions are satisfactory and are accepted. Sadler Construction, Inc. is hereby authorized to proceed with the work as specified above and Owner agrees to pay accordingly. Owner to provide property and liability insurance for the project.

By: _____
Owner / Customer - Authorized Signature

Date: _____





LANDFILL USE AGREEMENT

This Landfill Use Agreement ("Agreement"), made and entered into effective this 16th day of May, 2023 by and between the North Central Iowa Regional Solid Waste Agency ("Agency"), whose address for the purpose of this Agreement, is PO Box 578, Fort Dodge, Iowa 50501, and the Hamilton County Solid Waste Commission ("Hamilton County"), whose address for the purpose of this Agreement is _____, Iowa _____.

The parties agree as follows:

1. The Agency operates a landfill located in Webster County, Iowa. The Agency is organized pursuant to a 28E Agreement last recorded in the office of the Webster County, Iowa recorder on September 29, 2021 as Document Number 2021-05288 (the "28E Agreement"). Pursuant to the 28E Agreement, the Agency is comprised of members who are, generally, political subdivisions or a collection of political subdivisions.
2. Hamilton County is a member of the Agency and has signed the 28E Agreement. Hamilton County is comprised of the following communities located in Hamilton County, Iowa:
 - a. Blairsburg, Ellsworth, Jewell, Kamrar, Randall, Stanhope, Webster City, Williams, Hamilton County.
3. By operating as a collection of communities, Hamilton County reduces wear and tear on the Agency's property by, among other things, using semitrailers to haul garbage to the landfill, cutting down on traffic at the landfill.
4. Hamilton County seeks to reduce its annual expenditure to the Agency to reflect its lower wear and tear to the Agency's facilities and to pursue projects benefiting the long-term sustainability of Hamilton County. The Agency agrees to a reduction so long as it maintains compliance with the 28E Agreement.
5. To achieve the foregoing objectives, and for the mutual benefit of the Agency and Hamilton County, the Agency and Hamilton County agree as follows:
 - a. For a duration of three years, effective July 1, 2023 and expiring June 30, 2026, Hamilton County shall pay \$430,000.00 annually to the Agency, subject to the Annual Usage Fee Adjustment (the "Payment").
 - i. Notwithstanding the three-year duration, the parties agree to meet in good faith on or around July 1, 2024 to discuss and review the mechanics of this Agreement to ensure it is operating as intended in a mutually-beneficial manner.
 - b. The Payment shall be invoiced from the Agency to Hamilton County as follows:
 - i. \$64,780.64 annual assessment, which is consistent with the assessment dictated by the 28E Agreement and received by all Agency members quarterly; and
 1. The annual assessment is billed quarterly (\$16,195.16 quarterly).

- ii. \$365,219.36 annual usage fee, invoiced in twelve equal monthly payments of \$30,434.95, beginning July 1, 2023.
 - c. The Agency shall continue to track Hamilton County's landfill usage in line with historical practices for, among other reasons, proper tonnage reports and payments to the Iowa Department of Natural Resources. However, so long as Hamilton County is current on all payments, the Agency shall implement a \$0.00 tipping fee for Hamilton County during the duration of this Agreement.
 - a. Annual Usage Fee Adjustment. If Hamilton County's annual usage during the prior fiscal year increased or decreased by more than 5% from 12,702.66 tons, the Annual Usage Fee Adjustment (increase or decrease, as applicable) for the prior fiscal year shall be calculated as shown below. In effect, the +/- 5% tonnage variation allowance creates an allowable tonnage usage window for Hamilton County from 12,067.53 tons to 13,337.79 tons within which the \$365,219.36 annual usage fee applies. All tons above this tonnage window are subject to a usage fee increase of \$35.50 per ton and the tonnage shortfall below this window is subject to a usage fee decrease of \$35.50 per ton.
 - i. For annual usage increases above the allowable tonnage usage window:
 - 1. $[\text{Actual tons delivered by HCSWC during fiscal year} - (12,702.66 \times 1.05)] \times \35.50 .
 - ii. For annual usage decreases below the allowable tonnage usage window:
 - 1. $[(12,702.66 \times 0.95) - \text{Actual tons delivered by HCSWC during fiscal year}] \times \35.50 .
 - d. The parties agree the Annual Usage Fee Adjustment, if necessary, shall be calculated by the Agency within a reasonable time period following the Agency's fiscal year end (currently June 30 of each year). The Annual Usage Fee Adjustment, if necessary, shall be approved by Hamilton County.
6. Event of Default and Remedies.
- a. Hamilton County's failure to pay any installment of the Payment within sixty (60) days when due shall constitute a default of this Agreement. Upon default, the Agency may proceed with all available remedies at law or in equity, including, but not limited to, termination of this Agreement.
 - i. Upon default, the Agency may declare this Agreement to be terminated and shall give Hamilton County a written notice of such termination. In the event of termination of this Agreement, the Agency shall be entitled to prove claim for, and obtain judgment against, Hamilton County for the balance of the Payment unpaid and overdue, plus all expenses of the Agency in obtaining full payment, including attorney's fees and court costs.
 - ii. If this Agreement is properly terminated, the parties agree that Hamilton County shall be invoiced according to the Agency's general practice on the date of the termination, or as otherwise determined by the Agency. For

purposes of clarity, effective July 1, 2023, the Agency's general practice is to charge a quarterly assessment of \$16,195.16 to all members and a tipping fee of \$43.50 per ton.

7. Miscellaneous.

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Agency and Hamilton County, and their respective successors, transferees, and assigns.
- b. Construction. This Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.
- c. Severability. Every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. However, the preceding sentence of this paragraph shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause either party to lose the material benefit of its economic bargain.
- d. Variation of Terms. All terms and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as required.
- e. Counterpart Execution. This Agreement may be validly signed in counterparts and electronically, with the same effect as if all parties had signed the same document, including signature by email or facsimile and in the form of an electronic signature generated by DocuSign (or any other similar service).
- f. Entire Agreement. This Agreement constitutes the entire agreement among the parties as to the subject matter hereof and supersedes all prior or contemporaneous understandings. This Agreement may only be amended in a written document signed by both the Agency and Hamilton County.

Dated: May 16, 2023

AGENCY

NORTH CENTRAL IOWA REGIONAL
SOLID WASTE AGENCY



By: David George

Its: Chairperson

Dated: _____

HAMILTON COUNTY

HAMILTON COUNTY SOLID WASTE COMMISSION

By:

Its:

- **Vacation Pay:** Paid Vacation begins accruing at the rates listed below on the first January following the date of employment as a regular employee. Only one full-time employee may be on vacation or leave at any one time.

Years Employed	Vacation Days Earned
1 to 5	10
6	11
7	12
8	13
9	14
10 to 15	15
16	16
17	17
18	18
19	19
20	20 (maximum)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED BUDGET
Beginning Balance	833,732.00	975,161.86	1,055,502.85	1,117,531.85	1,078,216.84	985,412.84
RECEIPTS						
Gate Charges	1,047,316	992,784	1,002,409	1,040,693	1,050,000	1,100,000
Less Sales Tax Paid						
	1,047,316	992,784	1,002,409	1,040,693	1,050,000	1,100,000
Assessments	67,186	67,186	67,186	65,383	64,781	64,781
Interest on Investments	1,891	2,030	1,051	900	1,000	13,000
Farm Income	1,767	2,078	1,893	3,479	3,500	3,500
Refunds & Reimbursements	11,851	12,875	1,377	45,202	25,000	0
Gas Tax Refund	0	0	0	0	50	50
RETURNED CHECK FEE	30	118	0	0	0	0
DNR RCC REIMBURSEMENT	2,651	3,371	4,626	12,454	10,000	5,000
Other Receipts	696	8,559	373	1,000	0	0
Scrap Metal Sold	8,316	3,969	7,804	14,428	10,000	6,000
Total Receipts	1,141,705	1,092,971	1,086,719	1,183,540	1,164,331	1,192,331
DISBURSEMENTS						
Personal Services						
Regular & OT Wages	159,028	161,607	185,907	195,280	208,920	248,762
FICA/Medicare	12,166	12,842	14,222	14,939	15,982	19,030
IPERS	14,583	15,022	17,550	18,434	19,722	23,483
Medical Insurance	21,951	24,197	33,092	34,607	37,116	45,911
Workers Comp. Insurance	10,255	5,238	5,064	2,272	6,000	6,100
Unemployment Compensation	109	111	134	146	1,963	1,465
Commission Fees	1,766	1,950	1,475	1,233	2,000	2,000
Uniform Service	1,626	1,989	2,566	1,940	1,800	2,000
Outside Labor				0	0	0
	221,484	222,956	260,010	268,851	293,503	348,751
Contractual Supplies & Services						
Security Monitoring	1,478	1,212	1,274	1,277	1,300	1,400
Audits	5,475	5,300	5,175	5,100	5,100	6,000
Bank Service Charges	60	98	77	51	100	100
Bldgs & Fixtures Repairs	14,244	20,687	1,189	17,161	60,000	75,000
Change Fund	93	0	0	0	50	50
Computer Service	694	1,158	1,793	1,310	1,500	1,500
Consulting Attorney Fees	175	30	50	0	1,000	1,000
Consulting Engineering Fees	590	4,900	0	4,399	7,000	7,000
Dust Control				1,389		2,000
Dues - Memberships	438	398	398	223	450	450
Electricity	9,251	6,780	5,925	5,194	5,500	5,750
Electronics Recycling	8,902	9,263	13,896	7,470	10,000	10,000
Equip. & Vehicle Repairs	20,424	36,569	15,758	7,033	12,000	8,000
Cell Phone Service	1,582	1,482	1,619	1,524	1,680	1,400
General & Liability Insurance	9,678	9,801	9,767	11,840	13,024	1,570
Leachate Disposal						3,500
Licenses & Permits	84	84	84	156	100	100
Medical Services	0	0	0	162	0	250
Miscellaneous	1,870	831	2,204	324	0	0
North Central - Gate	466,116	494,116	534,607	533,512	585,000	375,000
North Central - Per Capita	67,185	67,185	67,185	65,983	64,781	64,781
Postage	663	462	614	524	550	600
Propane Gas Service	2,548	3,228	1,206	2,128	3,000	3,500
Public Notices	858	1,540	1,533	724	1,200	1,500
RCC Disposal/Supplies	14,794	8,890	16,794	12,741	13,000	20,000
Telephone	1,605	1,606	1,646	1,613	1,700	1,800
Tire Removal	8,149	8,739	9,565	8,012	10,000	10,000
Tires, Tire Repairs, and Sealant	5,410	6,960	7,631	9,205	8,000	10,000
Travel-Meeting-School Expenses	811	482	1,374	1,577	1,200	2,000
Bottled Water Service	622	518	451	426	500	500
	643,799	692,319	701,815	701,057	807,235	614,251
Commodities						

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED BUDGET
Building Supplies	1,631	762	684	1,011	1,000	2,000
Diesel Fuel/Fuel Oil	31,043	27,857	20,842	28,078	43,200	45,000
Gasoline	728	486	625	1,031	1,000	1,200
Medical Supplies	0	29	56	0	200	200
Office Supplies	2,400	2,398	2,508	2,176	3,000	3,500
Rock & Rock Crushing	1,013	1,057	688	0	1,000	26,500
Safety Clothing/Equipmen	1,347	2,036	692	936	2,000	2,000
Signs	150	0	633	0	500	500
Vehicle & Equip. Parts & S	9,962	10,974	12,439	9,841	10,000	10,000
Weed Chemicals	0	0	86	0	0	0
	48,273	45,599	39,253	43,073	61,900	90,900
Total Operating Costs	913,556	960,874	1,001,078	1,012,981	1,162,638	1,053,902
Capital Outlay						
Loader				108000	0	0
Semi				99919.31	0	0
Computer/ Printer			347	1955.02	0	0
Trailer					65000	0
Other	527	0	0	0	29,497	5,000
TOTALS	527	0	347	209,874	94,497	5,000
Total Disbursements	914,083	960,874	1,001,425	1,222,855	1,257,135	1,058,902
TRANSFERS IN						
Fr Rev Fund to O&M Fund	0	0	0	0	0	0
	0	0	0	0	0	0
TRANSFERS OUT						
To Equipment Reserve	86,192	51,756	23,265	0	0	0
To Post Closure Reserve						
To Closure Reserve						
To Oper. & Maint. Fund	0	0	0	0	0	0
To Transfer Station Closure Fund						
TOTALS	86,192	51,756	23,265	0	0	0
Net + or (-)	141,430	80,341	62,029	(39,315)	(92,804)	133,429
Ending Fund Balance	975,162	1,055,503	1,117,532	1,078,217	985,413	1,118,842

LANDFILL POST CLOSURE	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
RESERVE FUND						PROPOSED
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
Beginning Balance	923,017	872,023	873,555	864,737	843,878	825,058
Beginning Balance						
RECEIPTS						
Interest on Investments	11919	14043	7696	2711	3600	30000
	11,919	14,043	7,696	2,711	3,600	30,000
DISBURSEMENTS						
Water Quality Reports	12,875	0	7,375	5,600	5,600	0
Lab Testing	7,636	0	2,019	0	0	0
Consulting Engineering Fees	4,165	5,368	2,575	11,842	10,000	1,990
Leachate System Reports	5,215	3,450	2,475	3,045	2,820	0
Fence Repairs						
Leachate Seep Repair	4,837	1,179	0	0	2,500	0
Discontinuation Project	16,000	0	0	0	0	0
LEACHATE DISPOSAL	12,035	2,466	1,926	3,083	1,500	0
TUBE CLEAN OUT						
Other Disbursements	150	48	144	0	0	5,000
Total	62,913	12,511	16,514	23,570	22,420	6,990
ENDING BALANCE	872,023	873,555	864,737	843,878	825,058	848,068

TRANSFER STATION CLOSURE	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
RESERVE FUND						
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
Beginning Balance	27912	27942	35462	35,781	35,890	36,190
RECEIPTS						
Interest on Investments	30	490	319	\$ 108	300	1500
TRANSFERS IN						
DISBURSEMENTS	0	0	0	0	0	0
TRANSFERS OUT	0	0	0	0	0	0
ENDING BALANCE	27,942	35,462	35,781	35,890	36,190	37,690



MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Interim Public Works Director
Biridiana Bishop, Assistant City Manager
Daniel Ortiz, City Manager

DATE: June 19, 2023

RE: Rejection of Bids Received for 2023 Water Main Repair Project.

SUMMARY: The 2023 Water Main Repair Project plans and specifications request for proposals has closed. The City received three bids and all of them came in over budget. The lowest bidder was Rasch Construction and their bid came in \$91,400 over the engineer's estimate for construction. The 2023 Water Main Repair Project included the replacement of nine water main valves and eight fire hydrants. City staff and consulting engineers recommend the City Council authorize staff to reject all bids and rebid the project in the fall.

PREVIOUS COUNCIL ACTION: The Council approved amendment No. 21 November 22, 2022 with Snyder and Associates to provide professional services for the on-call priority 2023 Water Main Repair Project.

The Council approved a resolution on May 1, 2023 providing the notice of hearing on proposed plans and specifications and proposed form of contract and estimate of cost for the 2023 Water Main Repair Project.

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

BACKGROUND/DISCUSSION: On June 6, 2023 at 2:00 p.m., City staff opened the three bids received for the 2023 Water Main Repair Project. The City reviewed the following bids:

Rasch Construction:	\$290,250.00
Riley Armstrong:	\$316,909.00
On Track Construction	\$377,640.00

The engineers estimate for construction was \$198,850.00. All three bidders were over the estimated construction cost by the following:

Rasch Construction: \$91,400.00
Riley Armstrong: \$118,059.00
On Track Construction: \$178,790.00

After discussion and review with our consulting engineers, City staff and Snyder and Associates are recommending the City Council reject all three bids and look at rebidding the project this fall in an effort to receive a more competitive bid and fall within budget.

Snyder and Associates reached out to contractors for feedback and will incorporate items to produce a more attractive project in the fall. Some of the causes for the bid being higher than the engineer estimate included a 25%-35% increase in fittings and iron parts. Suppliers are increasing their cost approximately every 8 weeks causing Contractors to raise their bid prices. The contractors had a much higher cost for concrete than expected by the engineer due to the fact that contractors thought they were required to pour concrete back at each location as soon as the valve or fire hydrant was replaced instead of pouring all the concrete locations back at one time. Hydro-seeding also came back higher than expected possibly due to the low volume amount requested. Snyder and Associates are considering using conventional seeding, and allowing the contractors to pour all the concrete locations back at one time to keep cost down when re-bidding in the fall. Staff is also hoping fitting prices and iron prices come down to allow staff to complete the entire scope of the project; however, the likelihood of prices coming down are slim and a reduction of the project scope is very likely.

FINANCIAL IMPLICATIONS: The lowest bid from Rasch Construction is \$91,400 above the engineer's estimate for construction and it is recommended this project be rebid. Staff budgeted \$250,000 for this project, over \$50,000 was spent on engineering.

RECOMMENDATION: Staff recommends the City Council reject the bids received for the 2023 Water Main Repair Project and rebid this fall.

June 13, 2023

Biridiana Bishop
City of Webster City
400 East Second Street
Webster City, Iowa 50595

RE: CITY PROJECT 9-23-015: 2023 WATER MAIN REPAIR PROJECT
BID LETTING RESULTS AND RECOMMENDATION FOR REJECTION

Dear Biri:

The bid letting for the 2023 Water Main Repair Project was held Tuesday, June 6, 2023, with three (3) bids submitted. Based on the unit prices and calculation of the total bid amounts, the lowest bidder was Rasch Construction, Inc. from Fort Dodge, Iowa with a Total Construction Bid amount of \$290,250.00. The engineer's estimate of probable construction costs without the contingency was \$175,750.00. A summary of the bid results is provided below, and the bid tabulation is attached for additional information.

Bidder Name	Total Construction Bid
Rasch Construction, Inc.	\$290,250.00
Riley Armstrong Plumbing & Heating, Inc.	\$316,909.00
On Track Construction, LLC	\$377,640.00

Since the bids received were significantly above the Engineer's Opinion of Probable Cost and City Budget, Snyder & Associates, Inc. has reviewed and discussed the bids with the City, and we concur with the City's decision to reject all bids

Snyder & Associates, Inc. further recommends that the project be re-bid, with bidder feedback and other cost saving measures implemented. We are reaching out to plan holders for feedback and to see if we can incorporate items to produce a more attractive project while still meeting City goals.

If you have any questions, please call me at 515-231-8871 or email me at ttabbert@snyder-associates.com. Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.



Toni R. Tabbert, P.E.

Cc: John Haldeman, P.E.

TABULATION OF BIDS

2023 Water Main Repair Project

Multiple Locations

City of Webster City

122.1636.01

Bid Date/Time: June 6, 2023 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1		2		3	
						RASCH CONSTRUCTION, INC. FT. DODGE, IA		RILEY-ARMSTRONG PLUMBING FT. DODGE, IA		ON TRACK CONSTRUCTION, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2.1	Tree Removal	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,500.00	\$ 5,500.00
5.1	Gate Valve, 4"	EA	3	\$ 1,300.00	\$ 3,900.00	\$ 1,750.00	\$ 5,250.00	\$ 2,769.67 (1)	\$ 8,309.01	\$ 3,600.00	\$ 10,800.00
5.2	Gate Valve, 6"	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 3,062.33 (2)	\$ 9,186.99	\$ 3,750.00	\$ 11,250.00
5.3	Gate Valve, 8"	EA	6	\$ 1,800.00	\$ 10,800.00	\$ 2,750.00	\$ 16,500.00	\$ 3,325.00	\$ 19,950.00	\$ 3,950.00	\$ 23,700.00
5.4	Gate Valve, 12"	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 4,500.00	\$ 9,000.00	\$ 6,426.50	\$ 12,853.00	\$ 4,500.00	\$ 9,000.00
5.5	Fire Hydrant Assembly	EA	8	\$ 7,000.00	\$ 56,000.00	\$ 7,250.00	\$ 58,000.00	\$ 7,463.75	\$ 59,710.00	\$ 7,850.00	\$ 62,800.00
5.6	Fire Hydrant Assembly Removal	EA	8	\$ 800.00	\$ 6,400.00	\$ 1,500.00	\$ 12,000.00	\$ 2,500.00	\$ 20,000.00	\$ 1,850.00	\$ 14,800.00
5.7	Connection to Existing Water Main	EA	23	\$ 500.00	\$ 11,500.00	\$ 2,750.00	\$ 63,250.00	\$ 3,000.00	\$ 69,000.00	\$ 4,150.00	\$ 95,450.00
5.8	Valve Box Removal	EA	14	\$ 500.00	\$ 7,000.00	\$ 300.00	\$ 4,200.00	\$ 2,500.00	\$ 35,000.00	\$ 800.00	\$ 11,200.00
7.1	Removal of Sidewalk	SY	25	\$ 10.00	\$ 250.00	\$ 50.00	\$ 1,250.00	\$ 20.00	\$ 500.00	\$ 35.00	\$ 875.00
7.2	Sidewalk, PCC	SY	25	\$ 80.00	\$ 2,000.00	\$ 250.00	\$ 6,250.00	\$ 150.00	\$ 3,750.00	\$ 115.00	\$ 2,875.00
7.3	Detectable Warning	SF	40	\$ 60.00	\$ 2,400.00	\$ 125.00	\$ 5,000.00	\$ 5.00	\$ 200.00	\$ 100.00	\$ 4,000.00
7.4	Full Depth Patch, PCC	SY	185	\$ 150.00	\$ 27,750.00	\$ 250.00	\$ 46,250.00	\$ 150.00	\$ 27,750.00	\$ 220.00	\$ 40,700.00
7.5	Granular Surfacing (Class A Roadstone)	TONS	10	\$ 35.00	\$ 350.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00	\$ 75.00	\$ 750.00
8.1	Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.5	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00
9.2	Linear Erosion Control	LF	360	\$ 10.00	\$ 3,600.00	\$ 5.00	\$ 1,800.00	\$ 5.00	\$ 1,800.00	\$ 4.00	\$ 1,440.00
11.1	Mobilization	LS	1	\$ 16,800.00	\$ 16,800.00	\$ 25,100.00	\$ 25,100.00	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00
TOTAL BID:				\$ 175,750.00		\$ 290,250.00		\$ 316,909.00		\$ 377,640.00	
BID SECURITY:						10%		10%		10%	

Notes

(1) Extended bid price was incorrectly listed as \$8,309.00. Does not affect bid result.

(2) Extended bid price was incorrectly listed as \$9,187.00. Does not affect bid result.

Memorandum

To: Biridiana Bishop, Assistant City Manager **Date:** June 13, 2023

From: Toni R. Tabbert, PE

CC: Brandon Bahrenfuss, Street Department Supervisor
John W. Haldeman, PE

RE: Project 09-23-015 2023 Water Main Repair Project – Recommendation to Re-Bid

We have subsequently evaluated the bid prices and followed up with conversations with the low bid contractor, suppliers, and other industry representatives to understand the proposed bid prices. These conversations were undertaken with the intent to determine likely reasons for the high bids and if there would be any reasonable expectation of a lower bid with modifications to the project's scope or schedule. We have the following findings:

1. The table below summarizes the bids and their percentages above our pricing.

Bidder Name	Total Construction Bid	Percentage Above the Engineers Estimate
Rasch Construction, Inc.	\$290,250.00	39%
Riley Armstrong Plumbing & Heating, Inc.	\$316,909.00	45%
On Track Construction, LLC	\$377,640.00	53%

2. The items for the fire hydrant assemble and granular surfacing are consistent with anticipated pricing.
3. Per our discussion with Rasch, the PCC Patching and Traffic Control were higher than anticipated. He was figuring that he would have to do multiple smaller pours resulting in an increased cost to accommodate multiple mobilizations.
4. The cost of the fittings also ran about 25% to 35% higher than expected. We believe that inflation and uncertainty for continued inflation may be impacting markets. From previous discussions with suppliers, cast iron products have also experienced major price increase recently and continue to see regular price jumps of 8-10%. Current prices are running about double the prices seen one year ago on some items. They do not expect this trend to change in the foreseeable future.

We recommend to re-bid with:

1. Clarification and simplification of PCC Patching notes indicating that the locations were to be poured all at once. Include bid item for temporary rock so that the level of traffic control could be minimized at each location after the replacement of the valves and fire hydrants, but prior to the patching work beign performed.
2. Based on our research and subsequent discussions, we do not believe there to be a high likelihood of receiving lower bids without modification or a reduction to the overall project scope.

The developer plans to have two of the four lots developed by Fall 2023 and the other two developed by Spring of 2024. As with all lot purchases in the Brewer Creek Additions, the covenants set forth require the developer to have the lots developed within eighteen months of purchase unless an extension is granted by the City. If the lots are not developed within eighteen months, and the property has reverted back to the City, the developer has the option to purchase the lot(s) with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 for both the 5th and 6th Additions of Brewer Creek, which would allow the City to sell these lots without holding a public hearing for each lot sold. However, to execute this purchase agreement for the disposal of City-owned property, with the special exception request made by the developer to pay after the sale of the homes, a public hearing is required.

By entering this purchase agreement, it will be the responsibility of City Staff to keep City Council informed of the progress of the development of the lots. If the lots are not developed within the eighteen-month timeframe that is in place by restrictive covenants, it will be the responsibility of City Staff and City Council to ensure the property reverts back to the City, by way of a deed held in escrow. We are also taking the precaution of stating that there may be no mortgages placed on the property until construction has begun. If the purchase agreement is approved, deeds, mortgages, promissory notes and escrow agreements will be prepared for all parties to sign.

FINANCIAL IMPLICATIONS: Taxes will be generated once these lots are sold and the houses are constructed.

RECOMMENDATION: City Staff recommends City Council adopt a resolution authorizing and approving the execution of a purchase agreement for the sale of lots 6, 7, 30 and 31 in Brewer Creek Estates 6th Addition between the City of Webster City and Ridge Development, LLC.

RESOLUTION NO. 2023-xxx

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A PURCHASE AGREEMENT FOR
THE SALE OF LOTS IN BREWER CREEK ESTATES 6TH ADDITION
BETWEEN THE CITY OF WEBSTER CITY AND RIDGE DEVELOPMENT, LLC.**

WHEREAS, The City of Webster City, Iowa did hold a public hearing on the proposed sale of the following described property:

Lots in Brewer Creek Estates 6th Addition in Webster City, Iowa
more specifically herein described as:

Lots 6, 7, 30 and 31 In Brewer Creek Estates 6th Addition
to Webster City, Iowa.

WHEREAS, public notice was given as required by law and a public hearing was held on June 19, 2023, and no written or oral objections were presented to the proposed sale of the City owned property described above; and

WHEREAS, this Council proposes to sell these lots for \$99,980.00 plus all legal and associated costs, subject to the terms as outlined in the executed Purchase 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 Purchase Agreement between both parties.

Passed and adopted this 19th of June, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESIDENTIAL PURCHASE AGREEMENT

TO: City of Webster City, Iowa, a Municipal Corporation (SELLER)

The undersigned BUYER hereby offer to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Hamilton County, Iowa, legally described as:

Lots 6, 7, 30 and 31, Brewer Creek Estate 6th Addition, Webster City, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be **\$99,980.00** and the method of payment shall be as follows:

\$4,000.00 (\$1,000.00 per lot noted above) with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties. This Agreement is not contingent upon BUYER obtaining such funds.

2. REAL ESTATE TAXES. A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023).

BUYER shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER's possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens

when payable, with any unused funds returned to SELLER. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **June 19, 2023**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

6. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted.

7. ABSTRACT AND TITLE. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYER' attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

8. SURVEY. BUYER may, at BUYER' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

9. ENVIRONMENTAL MATTERS. (a) SELLER warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrant that the Property is not subject to any local, state, or federal judicial or administrative action,

investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

(b) BUYER may at their expense, within 7 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER are required to expend any sum in excess of \$ 0.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER' right to cancel this transaction as provided above.

10. DEED. Upon execution of this Agreement and payment of deposit noted in Paragraph 1 above, SELLER shall convey the Property to BUYER by Corporate Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

11. STATEMENT AS TO LIENS. If BUYER intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. REMEDIES OF THE PARTIES. A. If BUYER fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fail to timely perform this Agreement, BUYER have the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

15. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

18. ADDITIONAL PROVISIONS: (check if applicable)

☒ A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

☒ B. SEPARATE MORTGAGE AND PROMISSORY NOTE. BUYER agrees to execute a separate mortgage(s) and promissory note(s) between BUYER and SELLER securing the SELLER'S interest in said Agreement and providing that upon the sale of each individual lot noted below, BUYER shall, at closing, immediately pay to the SELLER the per lot price noted below:

Lot 6, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$19,995.00
Lot 7, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 30, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 31, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$29,995.00

Said mortgage and promissory note are attached hereto as Exhibits A and B. Failure by either party to execute a separate mortgage(s) and promissory note(s) shall deem this Purchase Agreement null and void.

☒ C. LEASE BACK HELD IN ESCROW. BUYER herein agrees to execute and place in escrow, at First State Bank, Webster City, Iowa, a warranty deed(s) back to SELLER for all the above-noted lots. In the event that BUYER fails to construct a principal structure on each of the lots, in accordance with the Protective Covenants and Conditions for Brewer Creek

Estates 6th Addition in Webster City, Iowa, specifically Section I(5), the parties hereto agree that SELLER shall be entitled to said warranty deed(s), which shall be recorded, transferring ownership of said lot back to the SELLER. In such a scenario, BUYER herein agrees to forfeit \$1,000.00 in earnest funds for each lot that is forfeited as provided for above.

[X] D. NO OTHER ENCUMBRANCES OF PROPERTY WITHOUT SELLER APPROVAL.
Both parties hereto agree that BUYER shall not place on or encumber said above noted lots with any mortgages, liens, judgments or other encumbrance without first obtaining SELLER'S written approval. Once construction has begun on said lots, SELLER herein agrees to not unreasonably withhold approval of additional encumbrances on said lots and/or requests to subordinate Seller's mortgage if requested by Buyer's lender.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before June 14, 2023** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

City of Webster City, Iowa,
a Municipal Corporation
By: John Hawkins, Mayor
Address: 400 Second Street
Webster City, Iowa 50595
Telephone: (515) 832-9141

(SELLER)

Date Accepted

ATTEST:

City of Webster City, Iowa,
A Municipal Corporation
By: Karyl Bonjour, City Clerk

Ridge Development, LLC
By: Brian Ridge, Manager

(BUYER)

6-12-2023
Date

EIN: 83-0123065

Address: 740 Kacura RD. Haworth Ia 52233

EXHIBIT A



PROMISSORY NOTE

\$95,980.00

June 19, 2023

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of City of Webster City, Iowa, a Municipal Corporation at 400 2nd Street, Webster City, Iowa 50595, Iowa, the sum of Ninety-Nine Thousand Nine Hundred Eighty and 0/100 DOLLARS, payable as follows:

Upon the sale of each individual lot noted below, Borrower shall, at closing, immediately pay to the Holder the per lot price noted below:

Lot 6, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$18,995.00

Lot 7, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$23,995.00

Lot 30, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$23,995.00

Lot 31, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$28,995.00

Principal not paid when due, as noted above, shall draw interest at the rate of 15.00% per annum. Upon default in payment of any installment of principal, as noted above, the whole amount then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agrees to pay attorney's fees.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Important. Read Before Signing: The terms of this Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this Agreement only by another written agreement.

Borrower acknowledges the receipt of a copy of this document at the time it was signed.

Ridge Development, LLC, an Iowa Limited
Liability Company
By: Brian Ridge, Manager
Address: 230 2nd Street SE, Cedar Rapids,
IA 52401
Phone: _____

EXHIBIT B

**REAL ESTATE MORTGAGE
Recorder's Cover Sheet**

Preparer Information: Zachary S. Chizek, 1620 Superior Street, Unit 1, Webster City, IA 50595, Phone: 515-832-2885

Taxpayer Information: Ridge Development, LLC, an Iowa Limited Liability Company, 230 2nd Street SE, Cedar Rapids, Iowa 52401

Return Document To: Zachary S. Chizek, 1620 Superior Street, Unit 1, Webster City, Iowa 50595

Grantors: Ridge Development, LLC

Grantees: City of Webster City, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____



REAL ESTATE MORTGAGE

THIS MORTGAGE is made between Ridge Development, LLC, an Iowa Limited Liability Company ("Mortgagors") and City of Webster City, Iowa, a Municipal Corporation ("Mortgagee").

[X] If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in the Iowa Code.

1. **GRANT OF MORTGAGE AND SECURITY INTEREST.** Mortgagors hereby sell, convey and mortgage unto Mortgagee, and grant a security interest to Mortgagee in the following described property:

- a) LAND AND BUILDINGS situated in Hamilton County, Iowa (the "Land");

Lots 6, 7, 30 and 31, Brewer Creek Estate 6th Addition, Webster City, Iowa.

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

- b) **PERSONAL PROPERTY.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").
- c) **REVENUES AND INCOME.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

- a) The payment of the loan made by Mortgagee to Ridge Development, LLC, an Iowa Limited Liability Company, evidenced by a promissory note dated June 19, 2023 in the principal amount of \$95,980.00 with a due date on the sale of each individual lot referenced in the note, any renewals, extensions, modifications or refinancing

thereof and any promissory notes issued in substitution therefor; and

- b) All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

3. **REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
4. **PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
5. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
6. **LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
7. **COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
8. **PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax,

assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **CARE OF PROPERTY.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

10. **INSURANCE.**

- a) **RISKS TO BE INSURED.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.
- b) **POLICY PROVISIONS.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.
- c) **DELIVERY OF POLICY OR CERTIFICATE.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

- d) **ASSIGNMENT OF POLICY.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
 - e) **NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
 - f) **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
 - g) **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.
11. **INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.
12. **PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements,

defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. **CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.
14. **FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.
15. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):
 - a) Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
 - b) Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
 - c) A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property

or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

- d) An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

16. ACCELERATION; FORECLOSURE. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a) Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b) Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

17. REDEMPTION. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their

successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. **ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

19. **FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. **NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a) If to Mortgagors, to: 230 2nd Street SE, Cedar Rapids, Iowa 52401
- b) If to Mortgagee, to: 400 2nd Street, Webster City, Iowa 50595

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

21. **SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

22. **FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

23. **SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof,

shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

24. **GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.
25. **RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.
26. **ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: _____.

Ridge Development, LLC, an Iowa Limited
Liability Company, Mortgagor
By: Brian Ridge, Manager

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: _____

Ridge Development, LLC, an Iowa Limited
Liability Company, Mortgagor
By: Brian Ridge, Manager

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, by Brian Ridge, Manager of Ridge Development, LLC, an Iowa Limited Liability Company.

Signature of Notary Public

MEMORANDUM

TO: Mayor and City Council

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

DATE: June 19, 2023

RE: First reading to amend the Code of Ordinances of the City of Webster City, 2019, pertaining to Chapter 10, Article VIII, Sec. 10-389 through 10-398, relating to permit and plan review fees.

SUMMARY: The City of Webster City currently has permit fees listed in the Municipal Code. We will remove them from the code and reference the master fee schedule. This will create a cohesiveness in our fee adoption process and streamline any future permit or plan review fee changes to be adopted annually with the master fee schedule rather than amending the Code of Ordinances each time a fee price is updated.

PREVIOUS COUNCIL ACTION: Council last approved the building department fees by Ordinance No. 2016-1790 effective July 1, 2016 adopting them for three years. On June 5, 2023, Council approved a Resolution setting June 19, 2023 at 6:05 p.m. for a public hearing to amend the code of ordinances relating to permit and plan review fees.

BACKGROUND/DISCUSSION: Currently the City of Webster City has permit fees listed in the Municipal Code. The last time permit fees were adopted was July 2016 with fees adopted for three (3) years effective July 1, 2016; July 1, 2017 and July 1, 2018. Since 2018 these fees have remained in effect with no changes. Anytime that permit fees are updated we have to amend the Code of Ordinances. To stay consistent with our fee adoption process, City staff is requesting to amend our code of ordinances to reference the master fee schedule that is adopted each year.

The building and trade permit fees will stay the same, but we are looking to increase our Property Line Adjustment, Minor Subdivision and Major Subdivision, Petition for Rezoning, Zoning Board of Adjustment Appeal, Plan Review, Encroachment and Excavation permit fees as shown in the table below. The increase in fees will be presented when the master fee schedule is reviewed in July.

Zoning Fees	Current Fee	Proposed Fee
Property Line Adjustment	\$65	\$85
Minor/Major Subdivision	\$145	\$155
Per Lot	\$17	\$20
Petition for Rezoning	\$115	\$150
Zoning Board of Adjustment Appeal	\$115	\$150
Plan Review Fee	35% of building permit fee	45% of building permit fee
Encroachment and Excavation Permit Fees	Current Fee	Proposed Fee
Excavation Permit	\$28	Restructure as noted below
Entrance/Sidewalk Permit	\$28	Restructure as noted below
Temporary – Construction with excavation 18” or more in depth		\$55
Temporary – Construction with excavation under 18” in depth		\$35
Road Closure – Neighborhood Block Party (waived for nonprofit or community event)		\$25
Permanent	\$80	\$120
Long Term Encroachment (60 days or above)	\$335	\$350

Staff researched surrounding communities’ fees and found our fees were lower than the majority. When comparing communities, we looked at nearby towns of Boone, Fort Dodge, Iowa Falls, Madrid, and Gilbert and towns comparable in size of Webster City such as Creston, Decorah, Hiawatha, Charles City and Perry.

FINANCIAL IMPLICATIONS: The current fees listed above are low compared to our surrounding communities. Since we have not increased these fees since 2018 we feel it is necessary and appropriate to have a slight increase as well as an incremental increase over the next few years to be aligned with surrounding communities and the current market.

RECOMMENDATION: Approve the first reading of the ordinance.

ORDINANCE NO. 2023 - _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
OF THE CITY OF WEBSTER CITY, IOWA, 2019,
BY AMENDING CHAPTER 10, ARTICLE VIII, SEC. 10-389 THROUGH 10-398,
PERTAINING TO PERMIT AND PLAN REVIEW FEES.**

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

SECTION 1. SECTIONS MODIFIED. Chapter 10, Article VIII, Sections 10-389 through 10-398, of the Code of Ordinances of the City of Webster City, Iowa, 2019, is repealed and the following adopted in lieu thereof:

Sec. 10-389. Permit Fees.

The Council shall establish a fee by resolution which shall be paid at the clerk's office for each permit issued. No refunds, or parts thereof, will be issued.

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 K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

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

DATE: June 19, 2023

RE: Third Reading and Adoption of Amendment to 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: This is the third and final reading of an ordinance required to implement automated traffic enforcement systems (ATE) within the city limits.

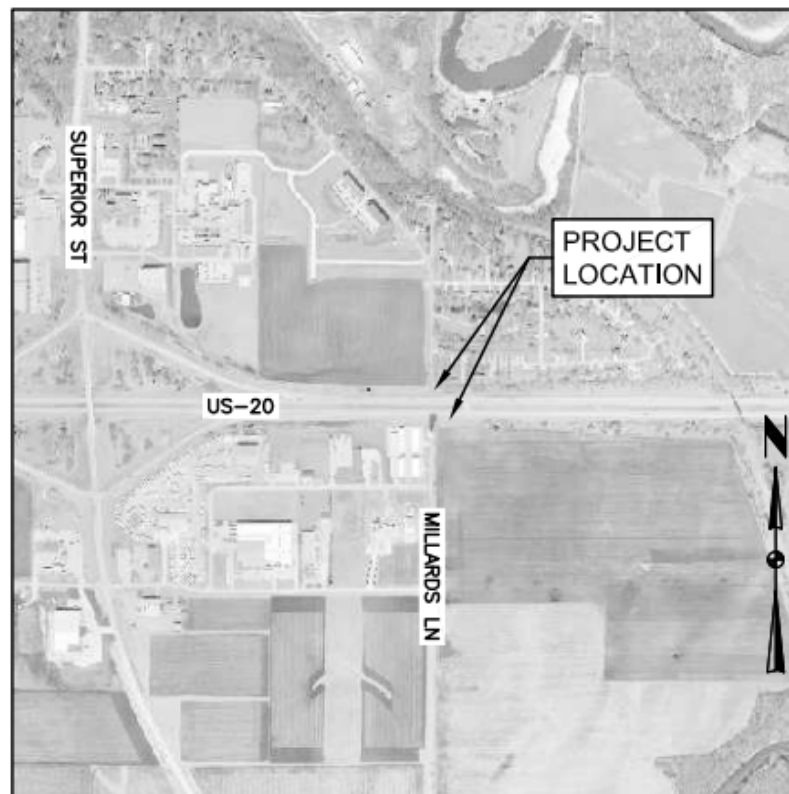
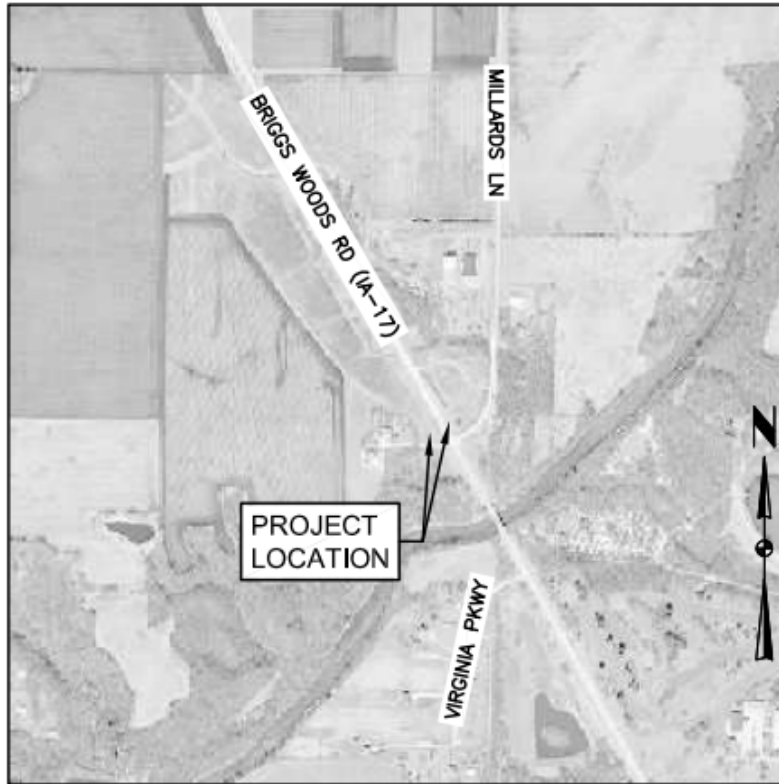
PREVIOUS COUNCIL ACTION: On December 19, 2022, Council had a work session where Sensys Gatso provided a presentation on speed cameras. Council approved agreement with Sensys Gatso on April 17, 2023. Council approved the first reading and introduction of the ordinance on May 15, 2023. Council approved the second reading of the ordinance on June 5, 2023.

BACKGROUND/DISCUSSION: On December 19, 2023, City Council had a work session. A representative from Sensys Gatso gave a presentation and provided information from a 24-hour speed study done at various locations in the community. During this time, a representative from Sensys Gatso reviewed a presentation on the automated traffic enforcement program and reviewed data associated with the crash analysis report he ran via the Iowa Department of Transportation Crash Analysis Tool.

On April 17, 2023 the City Council approved an agreement with Sensys Gatso for implementing an automatic traffic enforcement (ATE) program. Attached to this staff report is the executed agreement, memorandum from the April 17th meeting and the adopted resolution approving the agreement for reference. 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. Details of the program are not finalized; however, the following are known:

- There will be a 30-day warning period after the cameras go live. During this warning period, a warning of violation will be sent to anyone identified to speed above the threshold that triggers citations. Violations that occur after the 30-day warning period will be subject to a civil penalty.
- Vehicles traveling 11 MPH or over will be issued citations.

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:



On May 15, 2023 the City Council approved the first reading and introduction of the ordinance and on June 5, 2023 the City Council approved the second reading of the ordinance. Staff is requesting the City Council approve the third reading and adopt the ordinance necessary to implement automated traffic enforcement systems (ATE) within the City limits.

FINANCIAL IMPLICATIONS: None at present time.

RECOMMENDATION: Staff recommends City Council approve the third Reading of the Ordinance and Adopt the Ordinance as it is a critical element to implementing an automated traffic enforcement ordinance.



MEMORANDUM

TO: Mayor and City Council

FROM: Daniel Ortiz-Hernandez, City Manager

DATE: April 17, 2023

RE: Resolution regarding professional services agreement for Automated Traffic Enforcement Services with Sensys Gatso Group.

SUMMARY: Agreement with Sensys Gatso Group for the implementation of automated traffic enforcement system in Webster City.

PREVIOUS COUNCIL ACTION: City Council discussed preliminary information requested on November 7, 2022. A follow-up work session was held on December 19, 2022.

BACKGROUND/DISCUSSION: The City Council previously discussed implementing an automated traffic enforcement system in the community. A representative from Sensys Gatso gave a presentation during the work session on December 19, 2022 and provided information from a 24-hour speed study done at various points throughout the community:

Location	Direction	Speed Limit	Vehicle Count	Violations	% of Traffic	Fastest Speed	>20 over
E. Second at Harris	EB + WB	35	2,115	848	40%	66-70 mph	153
220 th St. near 2 nd St	EB + WB	45	3,333	247	7.4%	81-85 mph	22
US 17 near Closz	NB + SB	55	3,839	142	3.6%	>90 mph	21
US 20 (East of X)	WB	65	5,603	104	1.9%	>90 mph	7
US 20 (West of X)	EB	65	5,195	43	.83%	81-85 mph	0
US 17 at Edgewood	NB + SB	35	6,209	11	.03%	75-80 mph	3

The information from the speed study showed that during a 24-hour period there were 1,395 instances of vehicles driving above the speed limit. A total of 206 were of speeds greater than 20 miles per hour above the speed limit. The highest recorded vehicles traveled in excess of 90 miles per hour.

There was a consensus by the City Council to proceed with implementing an automated traffic enforcement system and directed staff to follow up with Sensys Gatso regarding an agreement and implementation. The process of analyzing Gatso's system and agreement was delayed due to various legislative bills introduced in the Iowa Legislature related to automated traffic enforcement systems used

by municipalities. The following is a list of some of the legislative bills introduced and their most recent bill history.

- House Study Bill 161:
 - 03/06/2023 Committee report approving bill, renumbered as HF 629.
- House File 173:
 - 03/06/2023 Committee report approving bill, renumbered as HF 628.
- House File 313:
 - 02/22/2023 Subcommittee recommends passage.
- Senate Study Bill 1180:
 - 03/02/2023 Committee report approving bill, renumbered as SF 489.
- House Study Bill 161:
 - 03/06/2023 Committee report approving bill, renumbered as HF 629.
- House File 628:
 - 03/23/2023 Fiscal note.
 - 03/06/2023 Introduced, placed on calendar.
- [House File 629](#):
 - 04/13/2023 Amendment H-1249 filed
- [Senate File 489](#):
 - 04/04/2023 Subcommittee: Klimesh, Dickey, and Winckler.
 - 03/29/2023 Referred to Ways and Means. S.J. 710.

The Fiscal Note for House File 629 and Senate File 489 accompany this memo for reference and descriptive information. It is unclear if any of the remaining legislative bills still under consideration will be adopted. It appears unlikely that an outright ban of such systems would occur but it is difficult to determine what impact and restrictions would be placed on municipalities that operate an automated traffic enforcement should any of the bills were to be adopted. Some of the bills called for restricting such systems from primary and secondary state roads. Others required a portion of fees collected to be remitted to the state.

The City Attorney has reviewed the proposed agreement and provided redline revisions and comments on certain provisions of the agreement. Sensys Gatso has provided an updated agreement but may not completely address the City Attorney's comments. The City of Fort Dodge (January 2023) and the City of Marshalltown (October 2022) have recently approved similar agreements with Sensys Gatso. The agreement spells the fees associated with Sensys Gatso services during the agreement term:

"Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- *\$35 per paid violation*
- *In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each."*

Given the possibility of new legislation that may impact ATE systems, Sensys Gatso clarified that "slight modifications or requirements that do not adversely affect the parties would not be cause for termination. This could include slight changes in enforceable speed thresholds, a reasonable fine structure schedule, etc."

Additionally, staff inquired if the CPI adjustment is triggered will the cost be assessed retroactively to preceding three years? If state law changes how such systems are managed and where fines go, how does this section apply? For instance, if the state moves forward with requiring fines be remitted to the state, minus operating costs, the City cannot claw back funds it remitted to the State in prior years CPI adjustment would be imposed. I'd also have to check with our auditors if it impacts prior years financial statements we have to complete and submit to the state.

“Answer: No, the pricing adjustment would be triggered and only applied to invoicing moving forward. There would be no responsibility to claw back retroactively. The situation suggested about the fines being exclusively sent to the state would fall under the change in law provisions suggested above. This CPI increase only applies in the unlikely event that the CPI goes up 4% or more in three consecutive years or 12% cumulatively over a 3-year period. The CPI would be evaluated on the anniversary date of the contract term and only applied if the above conditions occurred.”

It is important to point to out that there is not completely clear how implementing such system may impact the Police Department’s operations or other City departments. Certified police officers will be required to review images and information pertaining to speed violations captured by the ATE system. If the 24-hour speed study recorded 1,395 potential violations and it were to take an officer 1-minute to review each image and information to validate the violation, it would take an officer approximately 23.25 hours to review all 1,395 violations.

The City Council should be aware that implementing such a program will likely require additional personnel if the reviewing requirement cannot be adequately performed with current staffing of certified officers in the Police Department. Additional administrative responsibilities and reporting would also be required of the Police Chief and other staff. Any contested or unpaid fines may also increase the workload of the City Attorney.

Should council proceed with authorizing an agreement with Sensys Gatso and the implementation of an ATE system, staff recommends revenues generated from fines be prioritized in the following manner:

1. Administration and operational cost associated with implementing and managing ATE system
 - a. This would include augmenting personnel.
2. Public Safety equipment
3. Public Safety operations
4. Other City departments and services supported by the General Fund.

The locations that would be considered for initial deployment of ATE cameras include:

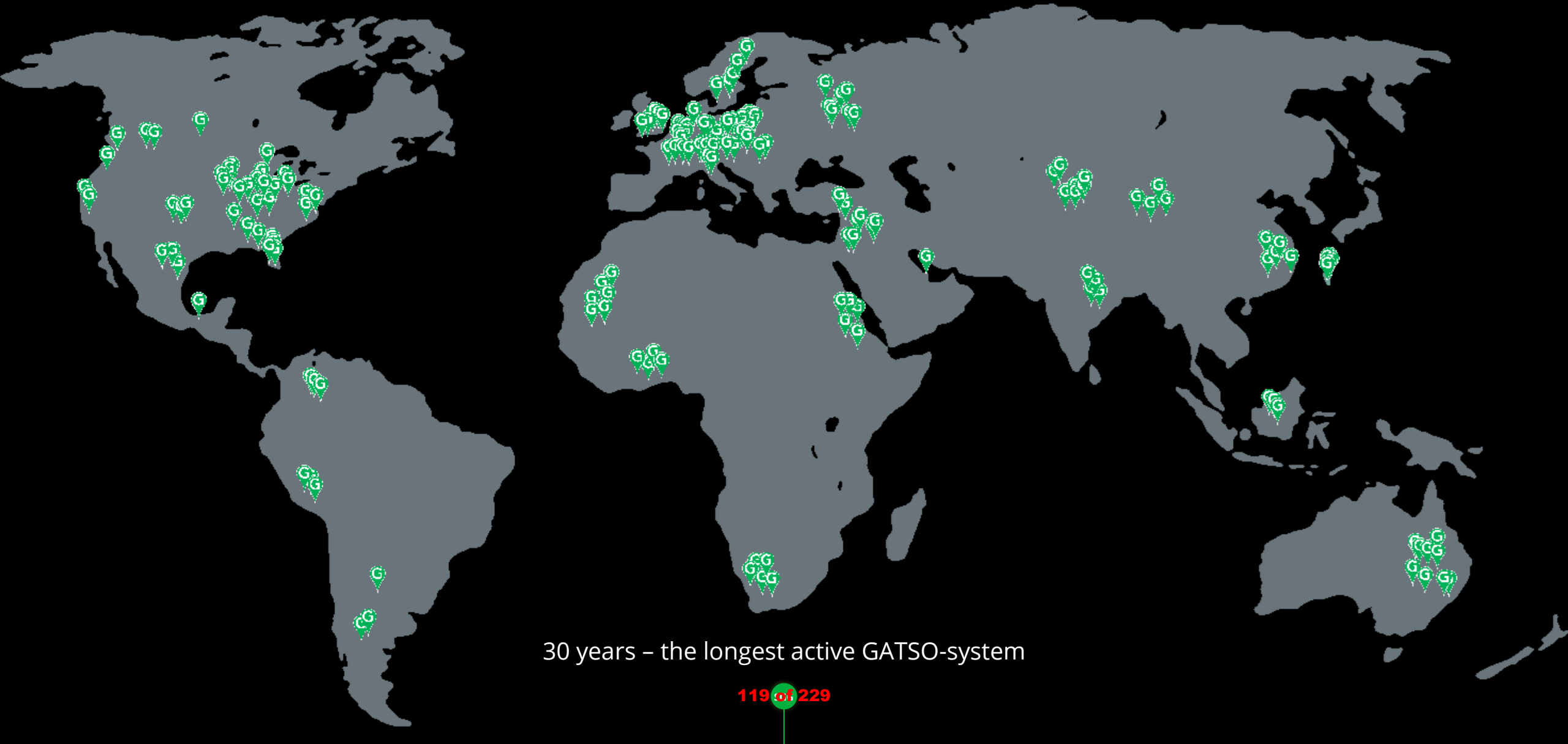
- Highway 17 (near Closz Drive)
- Highway 20
- East Second Street
- 220 Street (near 2nd Street)

FINANCIAL IMPLICATIONS: Potential need for additional police officers depending on volume of citations needing to be processed. Also, any legal fees such as court and municipal infraction processing.



Webster City, IA Automated Enforcement Presentation

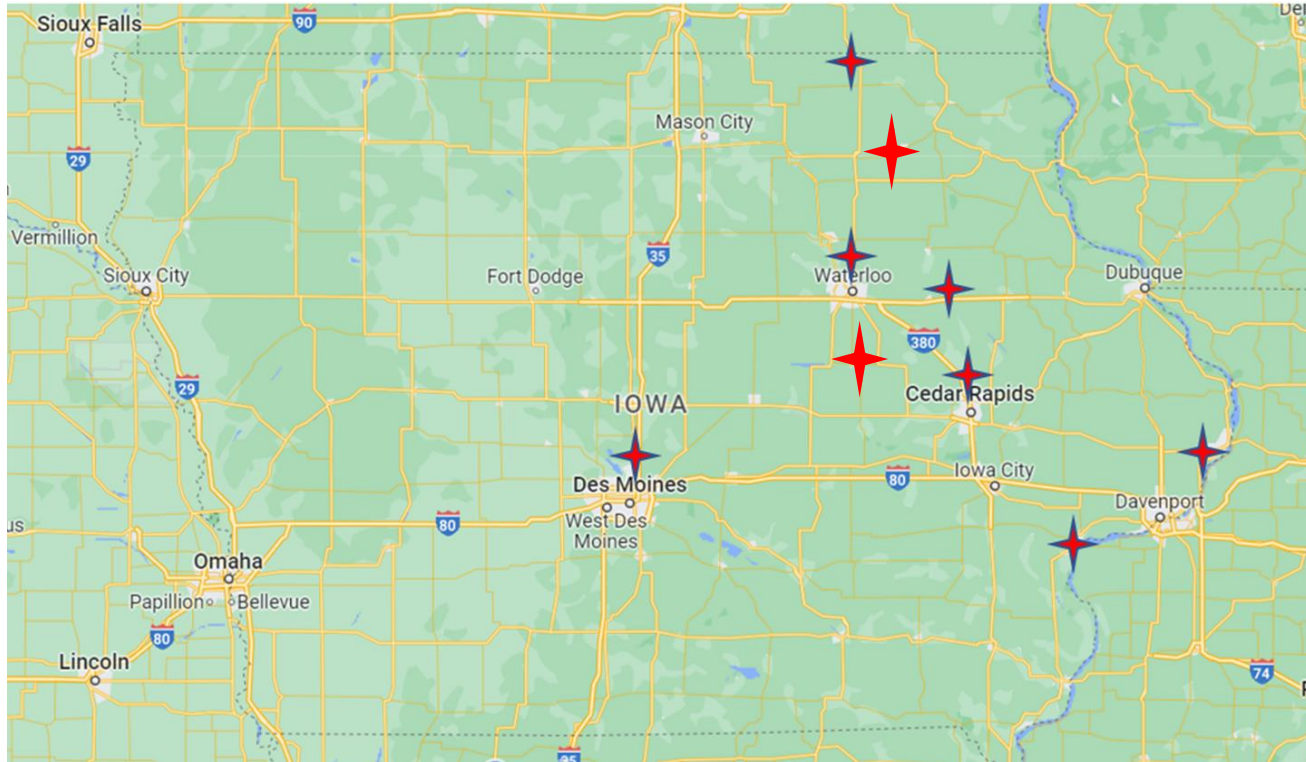
Over 62 Years +60,000 Installations



30 years – the longest active GATSO-system

119 of 229

Our Commitment to Iowa



SGG Iowa Programs:

- ✓ LeClaire
- ✓ Cedar Rapids
- ✓ Des Moines
- ✓ Chester
- ✓ Waterloo
- ✓ Muscatine
- ✓ Oelwein
- ✓ Independence
- ✓ Marshalltown*

SGG Supported by:

PRICE
ELECTRIC



1,760,312 citations issued across Iowa programs
+60 systems installed in-state

IA-Based Support

Functional Readiness Tests:

- 1 - Daily, System Startup Test
- 2 - Daily Event Processor QA Checks
- 3 - 24/7 monitoring visibility
- 4 - Yearly required recertification of detection units



Our **NEW** centralized warehouse and engineering center in Marion, Iowa

Traffic Safety in Webster City



Since Jan 2017 there have been 573 crashes resulting in 233 injuries and 1 death according to IA DOT.

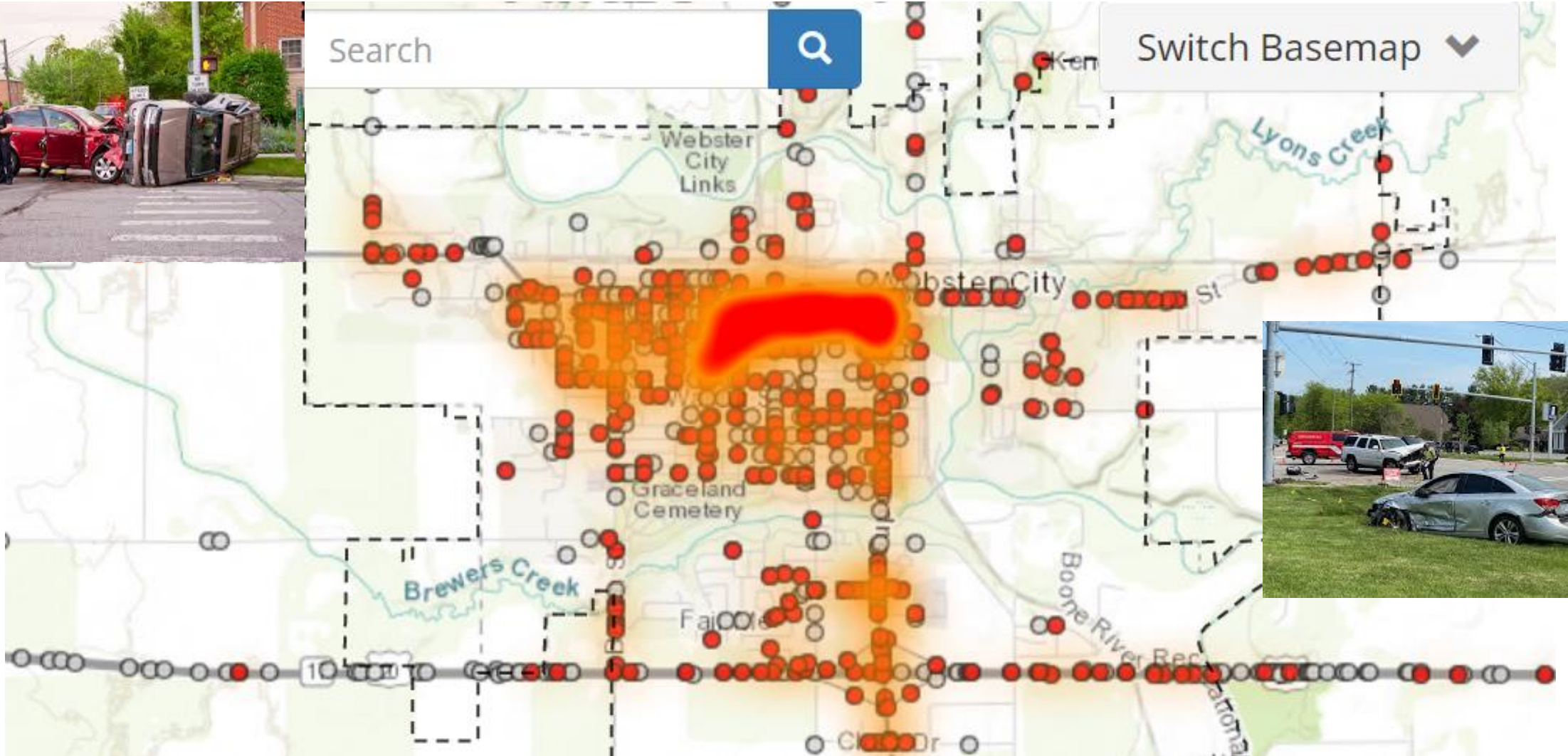
These crashes have resulted in property loss in excess of \$3 million

Crashes result in dangerous emergency responses and ties up police officers who could be addressing other public safety concerns.

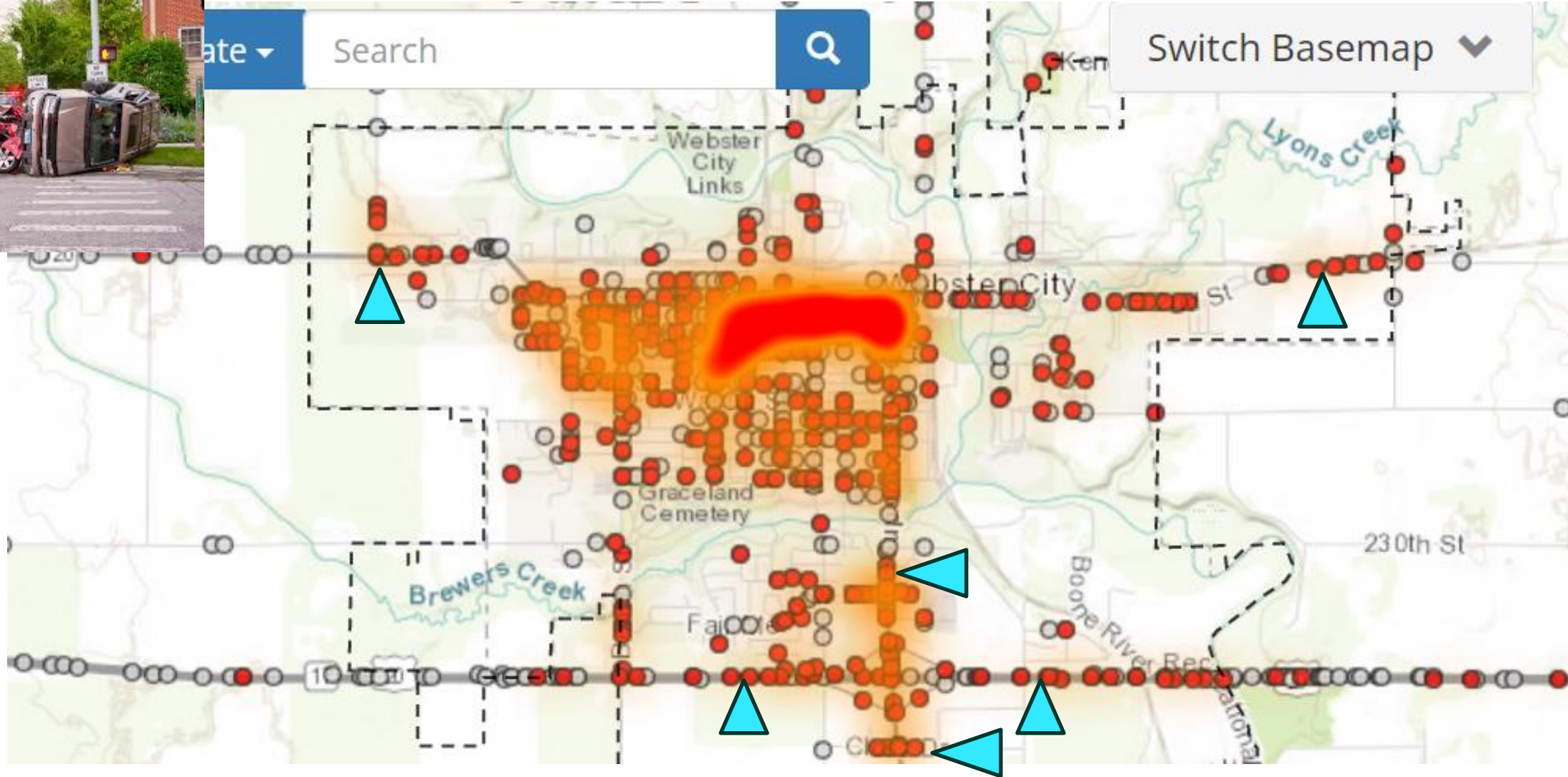
122 of 229



Traffic Safety in Webster City



Speed Study Loc



Speed Study Results



Location	Direction	Speed Limit	Vehicle Count	Violations	% of Traffic	Fastest Speed	>20 over
E. Second at Harris	EB + WB	35	2,115	848	40%	66-70 mph	153
220 th St. near 2 nd St	EB + WB	45	3,333	247	7.4%	81-85 mph	22
US 17 near Closz	NB + SB	55	3,839	142	3.6%	>90 mph	21
US 20 (East of X)	WB	65	5,603	104	1.9%	>90 mph	7
US 20 (West of X)	EB	65	5,195	43	.83%	81-85 mph	0
US 17 at Edgewood	NB + SB	35	6,209	11	.03%	75-80 mph	3

Automated Speed Enforcement is Effective



Automated speed enforcement (ASE) systems are an important element in speed management and can be a very effective countermeasure to prevent speeding-related crashes.

However, when used, ASE is a supplement to, not a replacement for, traditional enforcement operations. Advantages of ASE include: the ability to increase safety for law enforcement officers by implementing ASE in areas where traditional traffic stops are dangerous or infeasible due to roadway design, the ability to continuously enforce the speed limit, and reductions in traffic congestion sometimes caused by driver distraction at traffic stops.

Automated speed enforcement can substantially reduce speeding on a wide range of roads. IIHS studies of cameras on residential roads in Maryland, on a high-speed roadway in Arizona and on city streets in the District of Columbia **found that the proportion of drivers exceeding speed limits by more than 10 mph declined by 70 and 88 percent.**

Automated Red Light Enforcement is Effective



Effective and efficient “Force Multiplier”

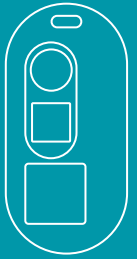
Red light cameras are an effective way to discourage red light running. Enforcement is the best way to get people to comply with any law, but it's impossible for police to be at every intersection. **Cameras can fill the void.**

An IIHS study found that cameras reduced the fatal red light running crash rate of large cities by 21 percent and the rate of all types of fatal crashes at signalized intersections by 14 percent.



TRaaS = Traffic Enforcement as a Service

1



**Hardware
Installation**

2



**Software
Event
Image
Processing**

3



**Customized
Citation
Issuance**

4



**IA-Specific
Violation
Management**

5



**IA-Specific
Customer
Service**

End to End Solution Delivery

Camera Systems

The most credentialed and accredited RLC & speed enforcement system in the industry

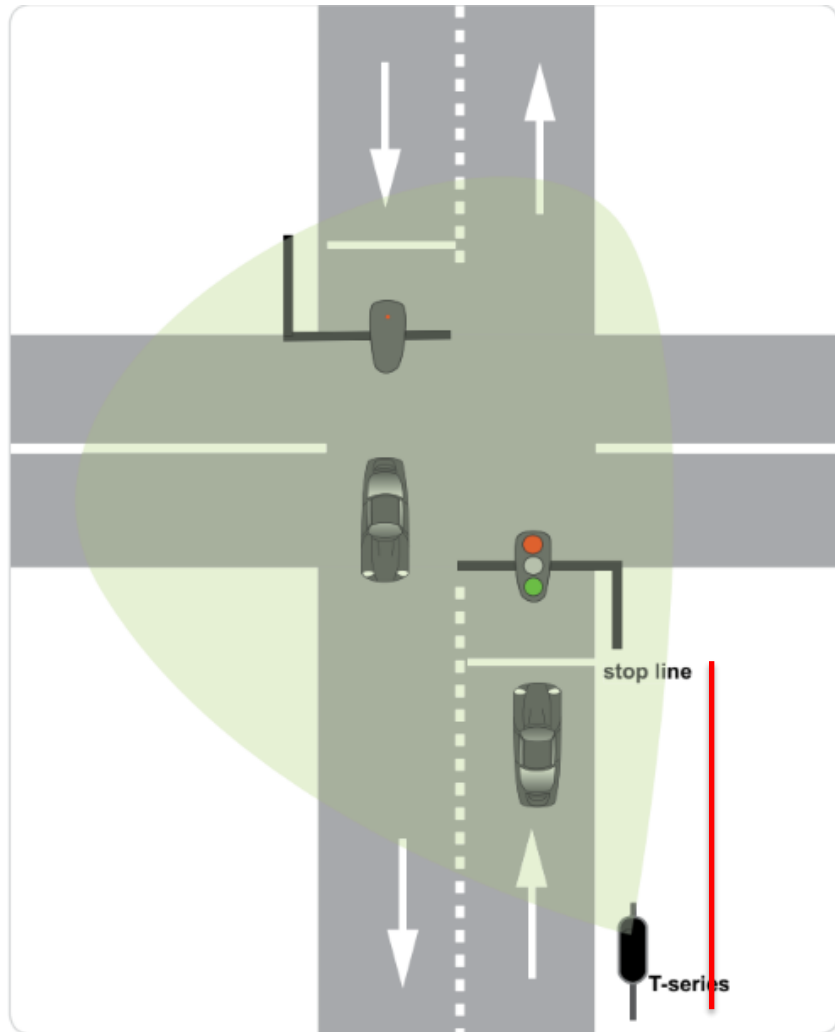
- Up to 6 lanes of speed & 5 lanes of red-light enforcement.
- Fully integrated – units capable of quick swap-out
- Designed, manufactured and serviced by Sensys Gatso.

- ✓ Utilization of our most powerful RT Series Radar
- ✓ Xenon & infrared flash units onboard
- ✓ 20-60 Megapixel evidence images
- ✓ 1080p live stream and recorded video

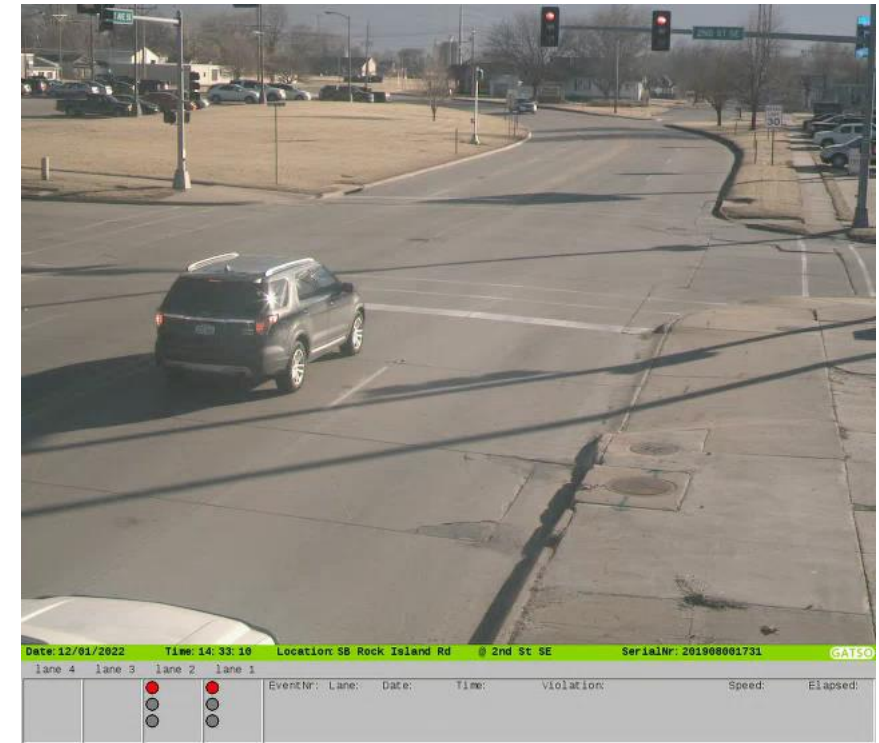
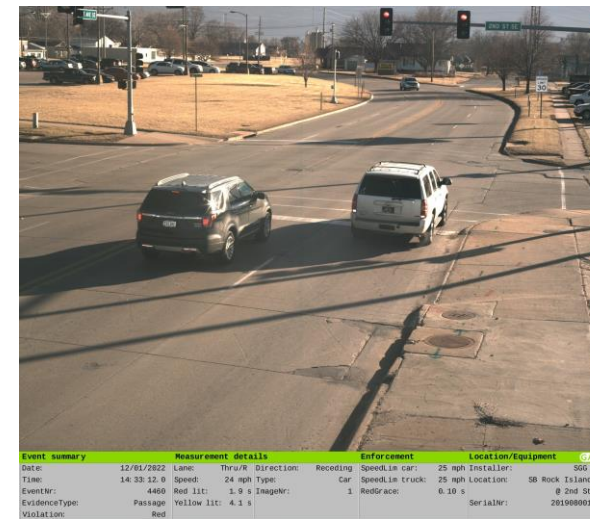
One System, **Multiple** Solutions...



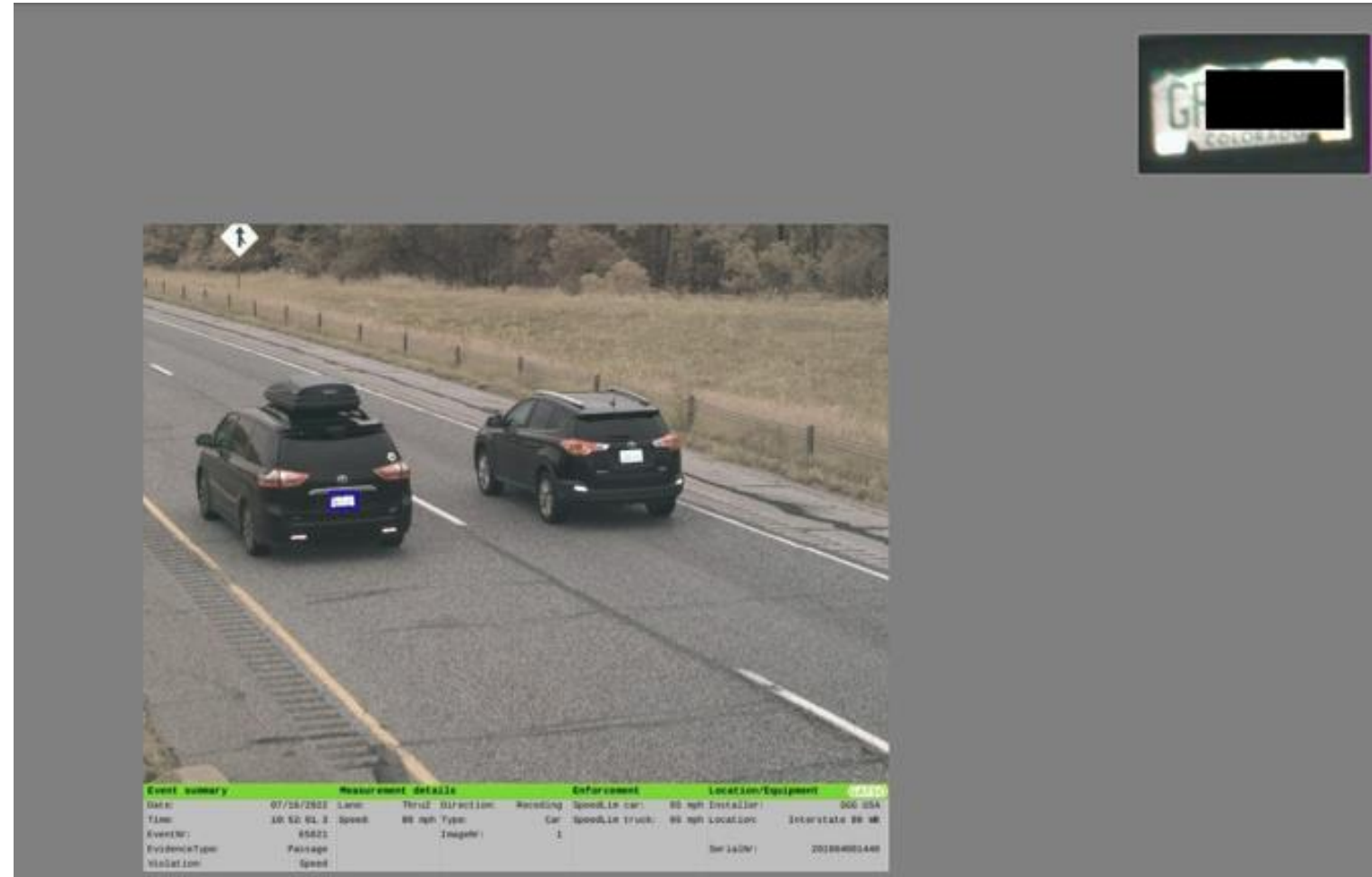
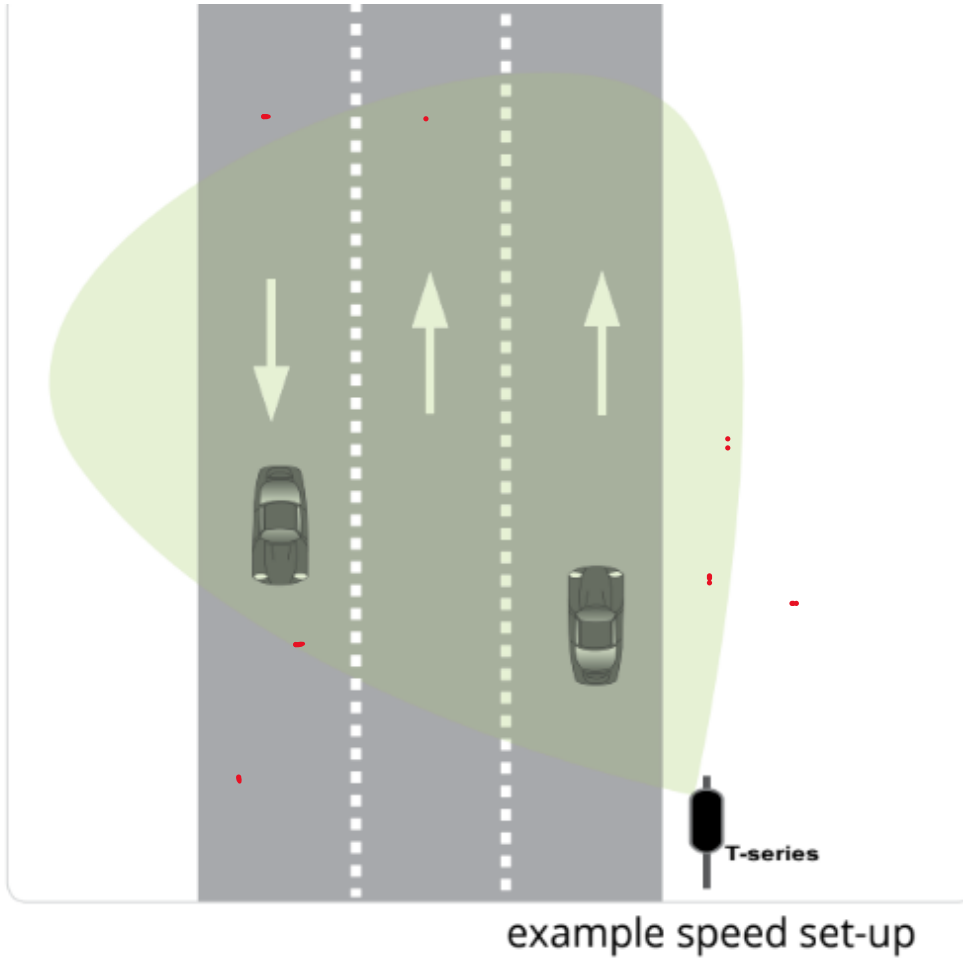
Red Light Systems



example red light set-up



Speed Systems



One System, **Multiple** Solutions...

Mobile Vehicle Speed Enforcement

- **Vehicle outfitted with a segregated S-series system**

- Custom configuration – Internal or external setup
- Web based interface – Intuitive system configuration
- Real-time system status monitoring
- Isolated cabin-based power – In-vehicle battery charging;
- Can be installed in city vehicle or SGG supplied unit



One System, **Multiple** Solutions...



Handheld Speed Enforcement

LIDAR Hand-Held System



- **High magnification**
Plate identification from up to 450ft with HD still images
- **Versatile setup**
Tripod, hand-held or in-vehicle usage
- **Seamlessly integrated with SGG Xilium Backoffice**

XILIUM Backoffice

Web-based Processing Software



- ✓ Intuitive Access-Controlled Workspace
- ✓ Total Program Control
- ✓ Instant Reporting Access
- ✓ Payments Management
- ✓ Hearings Management



Fully Configurable

XILIUM Reporting

Data Reports & Graphical Reports

Reports

CITATIONS

Issued Citations

Issued Citations By Approach

Undeliverable Citations Report

MANAGEMENT

Trial Docket

Operator Violation Activity (Summary)

Hearing Result

Contested Citations

Operator performance

Printed Items

Cancelled citations

FINANCIAL

Collections Report

All Citations

Daily Transactions

Paid Citation Transactions

Paid Citations

Convenience Fee Paid

0\$ Citations

Partial Payments Citations

VIOLATIONS

City/County Vehicles

Citations From Captured Violations By Approach

Citations From Captured Violations

All Events

All Violation Events Detail

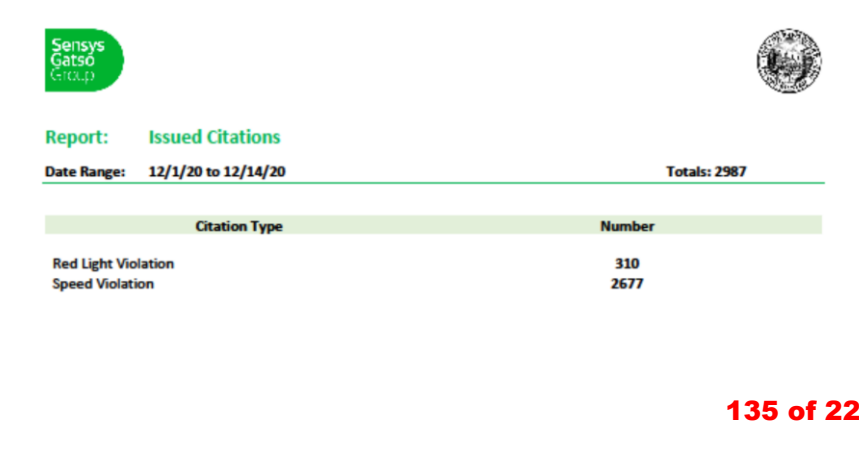
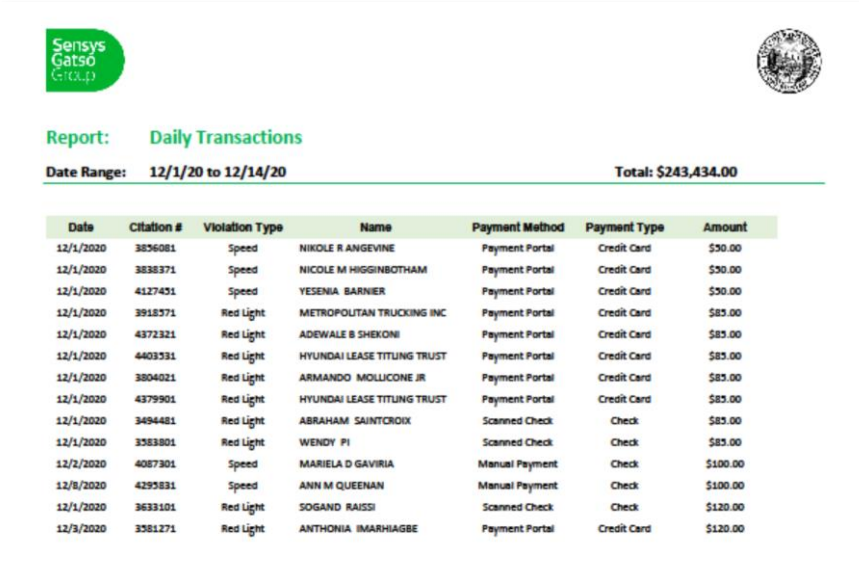
All Violation Events Summary

All Violation Statistics By Date

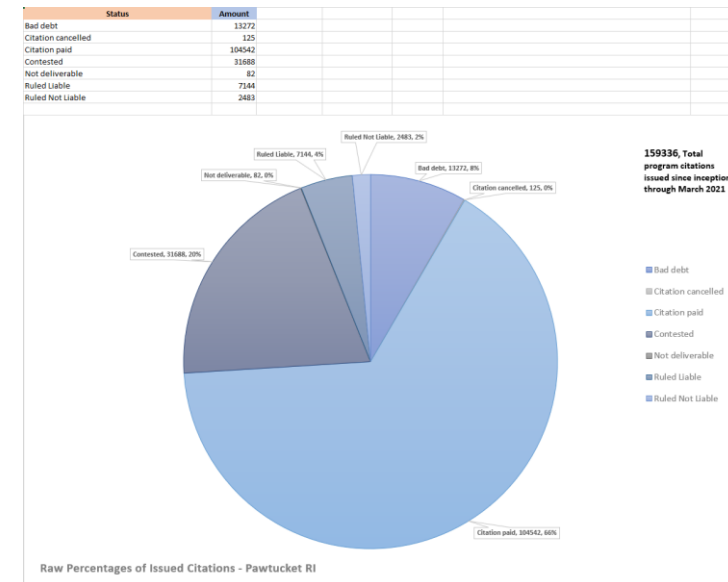
Rejected Violations

Rejection Reasons

Accessible Analytic Reports



Flexible Program Reporting



Xilium Reporting Capabilities

- ✓ Operational
- ✓ Management
- ✓ Financial
- ✓ Citations

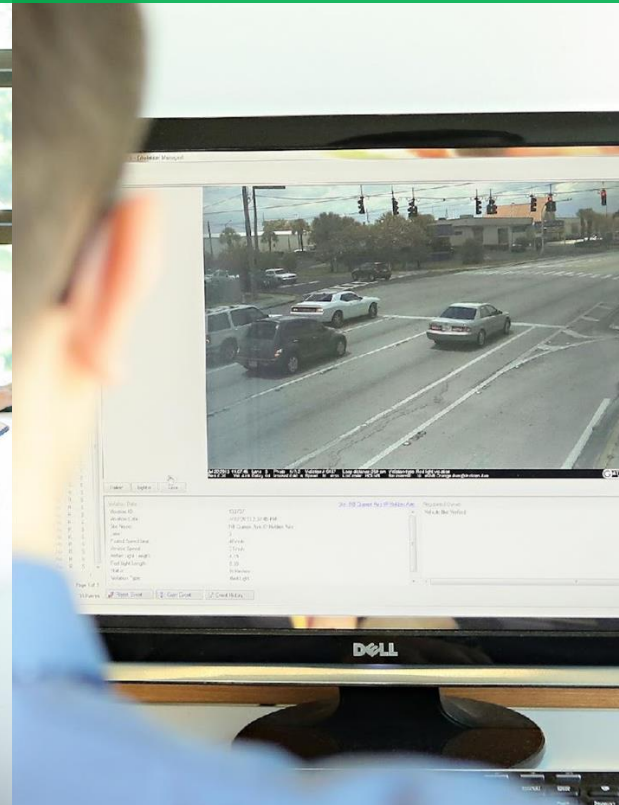
Fast & Efficient: Event Capture to Citation



An event is captured by our photo enforcement system.



Event is assessed by the Sensys Gatso Processing Team.



LEOs review the potential violations and approve/reject.



Approved citations are produced, stored and mailed

Police Review of an Event

Violation: 193226 (New Violation)

PROCESS

NOTES 0

LOG

VIOLATION APPROVAL

✓ Review violator details 1

✗ Enter citation data 2

Site DescriptionInterstate 80 WB

Lane NumberThru2

Speed Limit65

Vehicle Speed80

MPH Over15

Car Threshold

Speed Citation Amount75

Add a note (optional):

Priority level:

No Priority

Next

Reject

Hide Images

Image 1Image 2Image 3Video 1

↑↓↶↷

+

-

SUN

AUTO

🔄

Event summaryMeasurement detailsEnforcementLocation/EquipmentATTN

Date:07/16/2022Lane:Thru2Direction:RecedingSpeedLim car:65 mphInstaller:SOG USA

Time:10:52:01.3Speed:80 mphType:CarSpeedLim truck:65 mphLocation:Interstate 80 WB

EventNr:85021ImageNr:1

EvidenceType:PassageSerialNr:201904081440

Violation:Speed

100 events left

Show List

GR COLORADO

The main camera view shows a two-lane road with a yellow center line. Two dark-colored SUVs are driving away from the camera. The car on the left has a roof rack. A white diamond-shaped sign with a black arrow pointing up is visible on the right side of the road.

Image Quality

Sitecode	Date	Time	Distance	Pic	Type	Lane	Class
10088	2021-04-14	09:27:01.1	- m	038B	<	3	S
Radar ID	Speed	Sign Speed	Sign Speed L.	Direction			
71B6C51B0000	24.4 km/h	80 km/h	80 km/h	Arriving			
Elap t.							
3.6 s							



Image Quality

Mätplats	Datum	Tidpunkt	Mätplatsnamn	Kommun	Operatör
00000000	2022-05-16	11:03:15			
Radar ID	Skyltad hastighet	Rapporterad hastighet	Riktning	Uppmätt avstånd	
E78AC51B0000	90 km/h	202 km/h	Kommande	15 m	
Radarn är kontrollerad och godkänd t.o.m. 2023-06-06					





Citation Notices: Custom to Program

Notices Types

- First Notices
- Second Notices
- Contest Documents
- Court Rulings
- Other Correspondence

NOTICE OF AUTOMATED TRAFFIC CITATION
AUTOMATED ENFORCEMENT PROGRAM- SPEEDING VIOLATION
Generated on: MMDD/YYYY

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Cedar Rapids Code Sec. 61.138(c)(2)
Pursuant to § 61.138(c)(2) of the municipal code of the City of Cedar Rapids, Iowa, a civil penalty between \$25 and \$750 may be imposed upon a vehicle owner if the owner's vehicle violates a speed limit. The Automated Traffic Enforcement program uses radar to detect such occurrences, and records them as evidence of the traffic code violation.

You are receiving this Notice of Automated Traffic Citation because you have been identified as the owner of the vehicle pictured on this notice and described below, under the heading "Infraction Evidence and Plate Information." As also detailed more fully below, your vehicle was detected violating a speed limit. By visiting the website www.viewcitation.com and using the citation number and PIN set forth below, you may find a link to Cedar Rapids Code § 61.138 and review any recorded images of the violation. For some violations, only still photos are captured, while for others, moving images are captured. In addition, the back of this Notice provides information about how to pay the civil penalty for the violation or challenge the issuance of this citation. Within 30 days from date on which this Notice was generated (shown at the top of this page), you should either pay the penalty, request that a municipal infraction be filed with the Court, or submit a written challenge on a form found at www.cedar-rapids.org.

If you do not take action within 30 days from the date shown at the top of this Notice, as set out on the back of this Notice, the City may file a municipal infraction against you, which could result in a court judgment against you for filing fees and court costs in addition to the civil penalty stated in this notice.

YOU ARE ENCOURAGED TO REVIEW CEDAR RAPIDS MUNICIPAL CODE § 61.138. NOTE: A VIOLATION OF CEDAR RAPIDS CODE § 61.138 IS NOT A MISDEMEANOR FOR ANY PURPOSE, INCLUDING INSURANCE RATES. PAYMENT OF THE CIVIL PENALTY CONSTITUTES FINAL DISPOSITION FOR THE VIOLATION LISTED BELOW.

First Last
123 Any Street
City Name, State XXXXX
US

Infraction Evidence & Plate Information

Citation #: XXX-XXXXXXX
Pin #: XXXXXX
Date: MMDD/YYYY
Time: XX:XX PM
Location: XXXXXXXX

Make: CHEV
Model: PICKUP
Posted Speed: NA
Vehicle Speed: 14 MPH
Plate Number: XXXXXXXX

To View Evidence of Your Violation and Make a Payment Visit
www.viewcitation.com

Questions about this Citation? Contact the Citations Processing Center at: 1-877-468-4912, M-Th (8:00am - 8:00pm) F (8:00am - 6:00pm) E.S.T.

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Citation Number
XXX-XXXXXXX
Plate Number
XXX XXXX

AMOUNT DUE
\$XXX.XX
DATE DUE
MMDD/YYYY

Make check or money order payable to:
City of Cedar Rapids

Mail payments to:
CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

First Last
123 Any Street
City Name, State XXXXX
US

001420130420001100001366354432

CITY OF CEDAR RAPIDS
ADMINISTRATIVE HEARING
AUTOMATED TRAFFIC ENFORCEMENT PROGRAM

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

City of Cedar Rapids, Petitioner
v.
[First Last]
Citation # XXXXXXXXXX
Decision and Order

Liable for Payment

First Last
123 Any Street
City Name, State XXXXX
US

This matter coming for hearing, notice having been given and the Administrative Body being fully advised in the premises, having considered any motions, evidence and arguments presented, IT IS ORDERED: As to the count(s), this Administrative Body finds by a preponderance of the evidence and rules as follows:

Ruling	Date of Violation	Type of Violation	Civil Penalty
Liabe	07/07/2015 at 09:05 AM	Automated Speed Enforcement	\$75.00

Disposition Reason:
Evidence viewed and found liable by hearing officer.

JUDGMENT TOTAL: \$75.00

Failure to pay the total amount specified by 10/09/2015 will result in the possible imposition of further fees, collection efforts and legal action. This ruling constitutes the final administrative decision by the City of Cedar Rapids.

Payment options are on the back of this document.

If you have any questions please call 1-877-468-4912 M-Th (8:00am - 8:00pm) F (8:00am - 6:00pm) E.S.T.

[First Last]
Administrative Hearing Officer

CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

Citation Number
012.0002288511
Plate Number
253 DVV

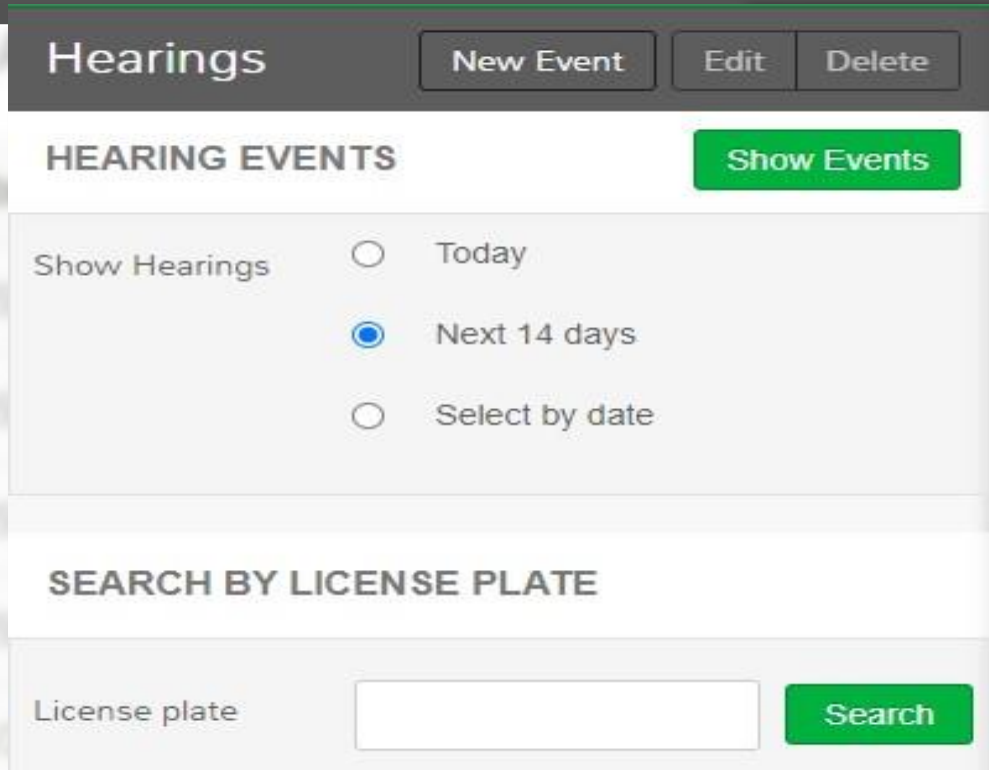
AMOUNT DUE
\$75.00
DATE DUE
10/09/2015

Make check or money order payable to:
The City of Cedar Rapids

Mail inquiries to:
CEDAR RAPIDS POLICE DEPARTMENT
Citations Processing Center, Cedar Rapids, IA
PO BOX 7200
Beverly MA 01915

First Last
123 Any Street
City Name, State XXXXX
US

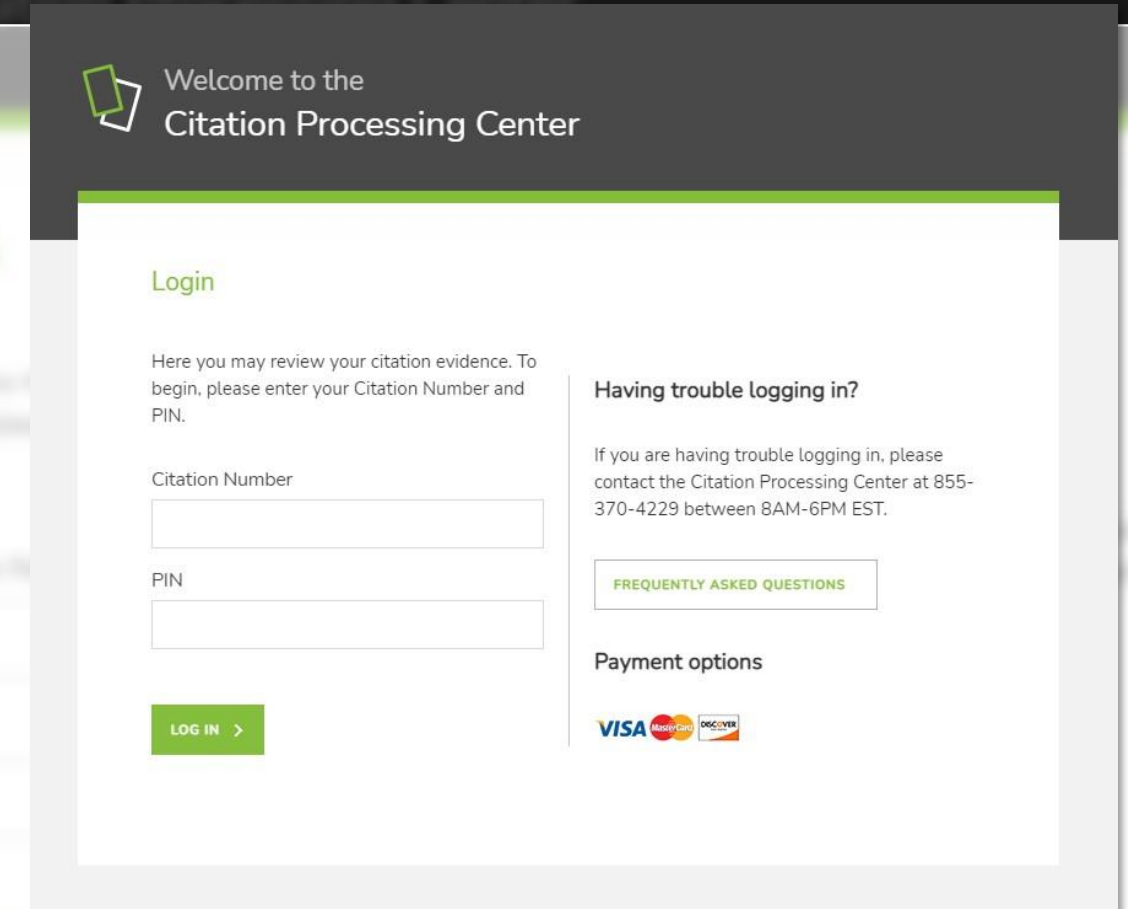
Hearing Manager



The screenshot shows the 'Hearings' section of a web application. At the top, there are three buttons: 'New Event', 'Edit', and 'Delete'. Below these is a 'HEARING EVENTS' section with a green 'Show Events' button. Underneath, there are three radio button options for 'Show Hearings': 'Today', 'Next 14 days' (which is selected), and 'Select by date'. Below this is a 'SEARCH BY LICENSE PLATE' section with a text input field for 'License plate' and a green 'Search' button.

- Schedule hearings in accordance with program's availability
- In-Person or By-Mail hearing capabilities
- Reschedule hearing times as necessary

Citizen Payment Portal



The screenshot shows the 'Citizen Payment Portal' interface. At the top, it says 'Welcome to the Citation Processing Center' with a small icon of two overlapping rectangles. Below this is a 'Login' section with a heading 'Here you may review your citation evidence. To begin, please enter your Citation Number and PIN.' There are two input fields: 'Citation Number' and 'PIN'. Below these is a green 'LOG IN >' button. To the right of the login section is a 'Having trouble logging in?' section with text: 'If you are having trouble logging in, please contact the Citation Processing Center at 855-370-4229 between 8AM-6PM EST.' Below this text is a green button labeled 'FREQUENTLY ASKED QUESTIONS'. At the bottom right is a 'Payment options' section with logos for VISA, MasterCard, and Discover.

- Ease of access for citizens to review personal violation evidence
- Self-contest functionality
- Credit card payment verification

Commitment to Customer Service

- IA-based Project/Implementation Manager (Phil Sargent)
- Account Manager (Mark Devich)
- Maintenance/Engineering team and supplies based in Marion, IA
- IA-based Construction Subcontractor
- Dedicated Customer Service Support Team
- Police Training
- Violator Call Center
- On-Line Violation Review and Payment Portal
- Court Hearing Scheduler
- Record/Data Archiving
- Customized Reports-Annual Reports



Community Awareness



- **Town Hall Meetings**
- **Strategic Community Partners**
- **Social Media**
- **Website**
- **Brochures**
- **Program progress updates**
- **Program start up announcement**
- **Warning period**
- **Signage**

City Effort For Managing Program

Sensys
Gatso
Group

Deployment of
Mobile
Solution(s)

Officer Review
of Violations

Administrative
Hearings

Issuance of
Municipal
Violations (non-
response)

Citizen Inquiries

Staffing Needs

Nationwide, our fixed speed systems generate on average 450 reviewable incidents per month.

Assuming that an officer reviews 3 per minute for 50 minutes per hour. It would take about 3 staff-hours per month per system to review and process the violations.

Cost of Program

Sensys
Gatso
Group



No upfront costs



Violator funded through paid notices



Fees generally \$35-\$40 per paid violation based upon enforcement solution(s) and size of program



License Plate Recognition





A TRUE IOWA PARTNERSHIP

No Upfront Cost

Fully Turnkey

Local
Program Operations

Enhanced Traffic
Technology

Dedicated to
Community Safety

RESOLUTION NO. 2023 – 082

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
AUTOMATED TRAFFIC ENFORCEMENT SERVICES WITH SENSYS GATSO GROUP**

WHEREAS the City of Webster City, Iowa, through the Police Department, enforces city ordinance traffic enforcement laws to enhance traffic safety in our community; and

WHEREAS the City identified a need for assistance with traffic enforcement services and reviewed Automated Traffic Enforcement (ATE) programs in other cities in Iowa; and

WHEREAS the Sensys Gatso Group operates Automated Traffic Enforcement systems and has agreements with multiple cities throughout Iowa; and

WHEREAS the City has selected and is prepared to enter into a contract with Sensys Gatso Group for the necessary professional services to implement Automated Traffic Enforcement Services in the City of Webster City.

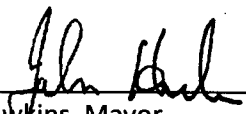
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA AS FOLLOWS:

SECTION 1: Authorizes the City Manager to negotiate and execute an agreement for Automated Traffic Enforcement Services with Sensys Gatso Group.

Passed and adopted this 17th day of April, 2023

ATTEST:


Karyl K. Bonjour, City Clerk



John Hawkins, Mayor

Master Services Agreement

This Master Services Agreement is made on April 25 2023 (the "Effective Date"), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 ("Sensys Gatso") and the City of Webster City, an Iowa municipal corporation with a principal business address at 400 Second St., Webster City, IA 50595 (the "Customer").

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment ("Equipment"); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the "System") and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five (5) years ("Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an "Extension Term" and, collectively with the Initial Term, the "Term"), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination by due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days' prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of an automated traffic law program, the ability of the city to retain the fine revenue or utilize the automated enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the "Service Fees") within thirty (30) days of a receipt of an invoice therefore.
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will

be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. **Sensys Gatso Hotline.** Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. **Services; System Operation.** Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. **System Upgrades.** In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. **Customer Personnel Training.** On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. **Payment Methods; Telephone Support.** Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by

its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account twice a month.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes

of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials,

Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients ("Program Materials"). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
 - b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c) any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written

notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

- 5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:
- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
 - b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnatee; or
 - c) the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.
- 5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.
- 5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns
- 5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in

compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

By: William Braden
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

Date: 4/25/2023

Attested to:

By: Melissa Rice
Authorized Signature

Name (type or print): Melissa Rice
Date: 4/25/2023

Agreed to:

The City of Webster City, Iowa

By: Daniel Ortiz-Hernandez
Authorized Signature

Name: Daniel Ortiz-Hernandez Title: City Mgr
Email: dortiz@webstercity.com

Date: 04/25/2023

Attested to:

By: Karyl K. Bonjour
Authorized Signature

Name (type or print): Karyl K. Bonjour
Date: 04/25/2023

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this "Service Attachment") is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. ("Sensys Gatso") and the City of Webster City, Iowa ("Customer") dated April 25, 2023 (the "Agreement"). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Adjustments for Equipment Downtime. If an installed Fixed Speed Enforcement System is inoperative due to road construction, and such road construction renders a Fixed Speed Enforcement System inoperable for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the Fixed Speed Enforcement System was inoperative from such road construction

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index ("CPI") adjustment should the Annual CPI index increase 4% or more for three consecutive years or a cumulative 12% during a consecutive three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor's Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a "Camera") in accordance with Sensys Gatso's standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment

components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at the Customer's expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Sensys Gatso's receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

Master Services Agreement

This Master Services Agreement is made on April 25 2023 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Webster City, an Iowa municipal corporation with a principal business address at 400 Second St., Webster City, IA 50595 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five (5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination by due to Change in Law. Either party may terminate this Agreement or any Service Attachment by giving the other party not less than ninety (90) days’ prior written notice if (a)

applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of an automated traffic law program, the ability of the city to retain the fine revenue or utilize the automated enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the "Service Fees") within thirty (30) days of a receipt of an invoice therefore.
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will

be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by

its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account twice a month.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employee as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes

of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials,

Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.

5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:

- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
- b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- c) any claim, action, or demand not caused by the Customer’s failure to perform its obligations under this Agreement.

5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.

5.3.3. In the event any claim, action, or demand (collectively a “Claim”) in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written

notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the “Sensys Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnatee; or
- c) the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by Sensys Gatso’s failure to comply with the terms of the Agreement.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in

compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

By: William Braden
Authorized Signature

William Braden
President
b.braden@sensysgatso.com

Date: 4/25/2023

Attested to:

By: Melissa Rice
Authorized Signature

Name (type or print): Melissa Rice
Date: 4/25/2023

Agreed to:

The City of Webster City, Iowa

By: Daniel Ortiz-Hernandez
Authorized Signature

Name: Daniel Ortiz-Hernandez Title: City Mgr
Email: dortiz@webstercity.com

Date: 04/25/2023

Attested to:

By: Karyl K. Bonjour
Authorized Signature

Name (type or print): Karyl K. Bonjour
Date: 04/25/2023

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Webster City, Iowa (“Customer”) dated April 25, 2023 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12-month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Adjustments for Equipment Downtime. If an installed Fixed Speed Enforcement System is inoperative due to road construction, and such road construction renders a Fixed Speed Enforcement System inoperable for thirty (30) days or longer, the Initial Term in section 1.1 of this Agreement shall be extended by the total number of days the Fixed Speed Enforcement System was inoperable from such road construction

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increase 4% or more for three consecutive years or a cumulative 12% during a consecutive three-year period of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso shall obtain all necessary local and state permits required to install Cameras and will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment

components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer at the Customer’s expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Sensys Gatso’s receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the “Change Order Proposal”). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive. All other non-Customer permit fees shall be paid for by Sensys Gatso.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

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

MEMORANDUM

TO: Mayor and City Council

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

DATE: June 19, 2023

RE: Resolution for Renewal of 2023-2024 Cigarette/Tobacco/Nicotine/Vapor Permits

SUMMARY: This Resolution is for eleven businesses in Webster City that wish to renew their Cigarette/Tobacco/Nicotine/Vapor Permit.

PREVIOUS COUNCIL ACTION: All of these businesses were approved for the renewal of their annual permits at the June 20th, 2022 meeting last year. Only one new permit was issued this past year in February 2023 due to an ownership change from an LLC to a Corporation of Hiway 20 Liquor and Tobacco.

BACKGROUND/DISCUSSION: These Permits are renewed annually in June of each year for the fiscal year beginning in July. The City Clerk reviews the applications and upon approval from Council, issues the renewal permits. A copy of the applications are also sent to the Iowa Alcohol Beverage Division for their records. Compliance checks on these businesses are done randomly throughout the year to make sure they are following the law of selling the products. In the previous year, one violation was issued to Yesway Store #1021, 1102 Second Street. No public hearing was held on the matter and the permittee was granted the affirmative defense in resolving the violation and judgment in this matter was satisfied.

FINANCIAL IMPLICATIONS: The annual renewal fee for the Permit is \$75.00 each and the money goes into the General Fund.

RECOMMENDATION: Providing the application and fee for each business is presented to me by the end of June, I recommend that you renew these Cigarette/Tobacco/Nicotine/Vapor permits for fiscal year 2023-2024. If the application and payment are not received, I will not issue the permit until both are received, which may cause a lapse in their permit to sell.

ALTERNATIVES: Do not renew all or selected Cigarette/Tobacco/Nicotine/Vapor Permits.

RESOLUTION NO. 2023 –

AUTHORIZING THE CITY CLERK TO ISSUE CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMITS

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

That the City Clerk be authorized to issue Cigarette/Tobacco/Nicotine/Vapor permits to the following:

Casey's General Store #1828, 1300 Second Street
Casey's General Store #3054, 700 Superior Street
Doc's Stop #9, 407 Closz Drive
Dollar General, 814 Superior Street
Fareway Stores, Inc., 942 Second Street
Fast and Fresh (Hy-Vee, Inc.), 819 Second Street
Hiway 20 Liquor & Tobacco, 1345 Second Street
Hy-Vee Food Stores, 823 Second Street
Kwik Star #924, 505 Fair Meadow Drive
Yesway Store #1018, 1803 Superior Street
Yesway Store #1021, 1102 Second Street

Passed and adopted this 19th day of June, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

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

DATE: June 19, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Change Order presented by Williams & Company for the FY23 Audit Services

SUMMARY: The City must complete an audit on an annual basis and has an existing agreement with Williams & Company for FY 21, FY 22, and FY 23. There is a growing shortage of accountants across the United States that has made it difficult for accounting firms to hire accountants to complete audit work. Williams & Company is facing similar challenges as auditing firms across the country are and notified the City that it did not believe it could fulfill its contract. They revisited their ability to complete the FY 23 audit but will require a change order.

PREVIOUS COUNCIL ACTION: On April 5, 2021 council gave authorization to enter into an agreement for auditing services with Williams & Company for FY21, FY22 and FY23. The proposed fees in this agreement were \$46,500 for FY23 with an additional \$3,500 for each additional major program audit (federal funding) and \$3,250 for the AFR.

BACKGROUND/DISCUSSION: In the middle of April, Justin with Williams & Company called to say he did not think he could fulfill the final year of our audit agreement and asked that we try to find a different firm to perform our FY23 financial audit as he is experiencing the same problems as the majority of accounting firms across the nation are facing. There is a growing shortage of accountants across the country and salaries for accountants have increased quickly due to the shortage. In October of 2022, Rob Sand, the Iowa Auditor of the State was quoted in a KCCI article, "The auditing and the accounting industries in the United States have experienced a 17% drop in the workforce over the last three years." An article from the Wall Street Journal written March of 2023 stated that "salaries offered to US accountants and auditors last year climbed at their quickest pace in recent years, but industry observers say increasing pay alone may not be enough to remedy a national shortage of accountants." Because of these issues, Justin mentioned that it was doubtful Williams & Company would be bidding on the City's request for proposals to provide audit services again; however, if they do, their costs would increase dramatically.

Dodie reached out to the State of Iowa Auditor about our dilemma with finding a firm to perform our FY23 audit. An email reply was sent stating "Across the accounting/auditing industry, there have been challenges to retain and hire accountants and auditors. This is largely due to workforce shortages within Iowa but also nationwide across the accounting workforce."

"Our office is also experiencing a staffing shortage and we are asking local governments who request us to conduct their audit for the first time this year to issue an RFP for audit services to CPA firms. If a local government cannot find a CPA firm to perform their audit, they can contact us and we can work them into

our schedule, but due to the concerns discussed above, we cannot guarantee a completion date and cannot provide an estimate of the cost. We bill actual time at hourly rates and actual travel costs.”

A few weeks after the initial phone call with Justin, Dodie spoke with him again and he said they would be able to complete this year’s audit with a change order. Attached is the letter explaining the increases. In total, the audit is expected to cost \$74,250.

Prior to receiving the call from Justin, staff contacted 7 public accounting firms that had been contacted in the past about submitting a quote for services. Their schedules were already full for the 6-30-23 fiscal year end audits with some stating they would possibly be interested in bidding for the upcoming 3-year contract of FY24-FY26.

All firms did note they were struggling with the same issues as Williams & Company and a few stated they had other cities in Iowa calling about performing their year-end audit as well. One of the Des Moines firms told me their minimum bid would be \$60,000 for the audit; \$10,000 for the AFR and \$10,000 for each additional major program. They would submit an additional invoice for out-of-pocket expenses including travel.

Staff will be working on obtaining quotes from other firms to provide professional services associated with future audit needs. Staff requests that the City Council authorize the Mayor to sign and execute the change order with Williams & Company to perform the FY 23 audit.

FINANCIAL IMPLICATIONS: The change order increases the FY23 audit services by \$20,000, the AFR by \$500 and the additional major program by \$500.

To compare the pricing – we will pay \$74,250 for the audit, AFR and an additional program audit with Williams & Company’s change order. If we had been able to hire the new firm our cost would be \$80,000 with an additional amount added for travel reimbursements and 1st year audit work paper setup fees if Williams & Company did not pass them on.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute the Change Order presented by Williams & Company for the FY23 audit, AFR and additional major program audit if needed.

RESOLUTION NO. 2023 -

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A CHANGE ORDER WITH
WILLIAMS & COMPANY FOR THE FEES TO PERFORM THE FY23 AUDIT**

WHEREAS, the City Council of the City of Webster City, Iowa, entered into an agreement with Williams & Company for auditing services, Annual Financial Report and any additional program audits needed for FY21-FY23 on April 5, 2021; and

WHEREAS, Williams & Company is experiencing the same challenges seen by many accounting firms across the nation in retaining and hiring qualified accountants and auditors; and

WHEREAS, Williams & Company is experiencing the increased costs in doing business due to employee salaries, health insurance and benefits, technology and software, continuing education and the significant additional training needed to keep up with the new standards; and

WHEREAS, the City of Webster City has been unable to secure another firm to complete the auditing services, Annual Financial Report and any additional program audits needed for FY23; and

WHEREAS, it is necessary to grant Williams & Company a Change Order to increase the compensation to perform the City's Audit by \$20,000, increase the fee to complete the Annual Financial Report by \$500 and increase the fee to complete any additional program audits by \$500 as stated in the attached letter;

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 the Change Order with Williams & Company to increase the fees associated with performing the FY23 City Audit, AFR and any additional program audits needed.

Passed and approved this 19th day of June, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

To the City Council:

City of Webster City, Iowa
400 2nd Street
Webster City, Iowa

Thank you for choosing Williams & Company, P.C. for your audit needs. We enjoy working with your City and we are committed to providing you with quality products and excellent customer service – and this includes keeping you informed of changes as they arise.

Our firm, as well as our industry, continues to face challenges that affect the way we do business. We also continue to see changes in the audit landscape that require a significant amount of training (ex. the new lease accounting standard).

We continue to have increased costs in doing business including employee salaries, employee health insurance and benefits, technology and software, and continuing education (including single audit training).

These changes have also led to capacity issues as complexity and time commitments increase.

Due to these changes, a change order is needed for the upcoming audit for the fiscal year ended June 30, 2023. The changes are listed in detail below.

- \$7,500 due to additional costs relating to the time spent preparing the financial statements.
- \$5,000 due to additional costs relating to time needed to review audit workpapers.
- \$7,500 due to increase costs relating to time needed to complete fieldwork.

We understand that this is not ideal. This was a necessary business decision in order to continue providing you with quality services and the personal attention you've come to expect from us.

Thank you for your continued support and confidence in Williams & Company, P.C.

Sincerely,



Justin Jacobsma

AGREEMENT BETWEEN
CITY OF WEBSTER CITY, IA
AND
WILLIAMS & COMPANY, P.C.

THIS AGREEMENT made and entered into the 5th day of April, 2021 by and between the City of Webster City, Iowa, hereinafter called "City" and Williams & Company, P.C., hereinafter called "CPA".

WHEREAS, the City is required by law to annually make a complete audit of every department of the City; and

WHEREAS, the City wishes to obtain the services of the CPA to perform the annual audit of the City's Accounts and Annual Financial Report (AFR)

WHEREAS, this agreement is in the best interest of the public in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA
 - a. Provide auditors of various classifications.
 - b. Begin work on the audit engagement as specifically agreed upon by the City.
 - c. Perform all work in accordance with U.S. generally accepted auditing standards and Chapter 11 of the Code of Iowa and Uniform Guidance as applicable.
 - d. Assist with drafting financial statements in accordance with GASB 34 reporting model.
 - e. Will complete the Annual Financial Report (AFR) for each of the fiscal years that were audited and be submitted to the City in order to fulfill the publishing requirements prior to submittal to the State of Iowa.
 - f. Provide access to the working papers of the City and/or its designee for the period of five years after issuance of the audit report.
2. Conditions of Payment:
 - a. The proposed audit fee for the City for the three years ended June 30, 2021, 2022 and 2023 are \$43,000, \$45,000 and \$46,500 respectively. An additional fee would be negotiated if it is determined that the City is required to undergo a

Single Audit in accordance with Uniform Guidance, with the fee not to exceed \$3,500 per major program.

- b. If the City is unable to reconcile discrepancies or variances between the City's financial reporting software and support documentation that potentially add substantial time to audit, the CPA will correct such variances and bill for the time it takes to correct such variances. This will be discussed with the City finance director prior to the CPA providing accounting assistance.
 - c. The fee for the CPA to complete the Annual Financial Report (AFR) that is due to the State of Iowa each December 1st will not exceed \$3,250, per year.
 - d. The CPA agrees to have a 5% penalty deducted from their final payment for every month past December that the audit is not complete. This penalty would not be assessed if the City has key personnel changes that inhibit the CPA from obtaining the information needed for the audit or there is a significant change in accounting standards. A written agreement must be met between the CPA and the City prior to the audit of the fiscal year an extension is being requested stating the reason for the extension and the estimated length of time needed.
 - e. If new Governmental Accounting Standards are issued the audit fee be increased based off the amount of additional work required by the new standard.
3. Termination of Agreement
- a. The City may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
 - b. The CPA shall be paid for all work satisfactorily performed to the date of termination.
4. The City accepts the proposals for the 2020-2021, 2021-2022, and 2022-2023 audit years.
5. It is also understood that an additional two-year extension could be negotiated if agreed to by the City and the CPA.

IT WITNESS THEREOF, the City and CPA have executed this AGREEMENT as of the date indicated below:

CPA

By: [Signature]
Title: Partner
Date: 4/16/2021

THE CITY OF WEBSTER CITY, IA

By: [Signature]
Title: Mayor
Date: 4-5-2021

Attest: Kayla K. Boyer
City Clerk



MEMORANDUM

TO: Mayor and Council

FROM : Brandon Bahrenfuss, Interim Public Works Director
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: June 19, 2023

RE: Adopt a Resolution Authorizing Staff to Request Proposals for 2023 City Trash Services for City Facilities and City-Wide Recyclable Collection Services for all Webster City Residents

SUMMARY: The contract with the current trash hauler for City facilities and recycling citywide has been in place since 2003. A fuel surcharge has been included since 2008. Residents throughout the community have inquired to council members about improving recycling containers. Some of the questions and comments prior to and during the council meeting on March 6, included increasing the size of recycling container and requiring a lid, options for biweekly and weekly pickup, locations for drop off recycling, adding additional drop off recycling containers, specific recyclable material allowed, and reviewing and updating the city trash service.

PREVIOUS COUNCIL ACTION: The City Council held a goal setting session on April 1, 2022 and formally adopted the 2022 City Council Goals on May 2, 2022. On March 6, 2023 Biridiana Bishop brought to council the discussion and requested direction related to reviewing and bidding out City Trash Service.

BACKGROUND/DISCUSSION: During the March 6th council meeting staff and council reviewed service options related to City facility trash services and communitywide recycling services. Concerns over the past years regarding recycling include the size of the container per residence and the mess it can create when the wind blows leaving paper debris and recyclable material scattered throughout the community. Council was very interested in how a larger recycling bin with lid would help solve this issue. Staff was asked to look into three different sizes of recycling bins, 32, 64, and 96 gallon and what financial impact it would have. Council was also interested in the possibility of biweekly and weekly pickup for recyclable material based on the size of bin. Staff also addressed in the RFP the importance of outreach and education for the public regarding recycling. Getting more information out to the public and helping them better understand and be made aware of what can be recycled and what needs to be disposed of in the trash. Based on what the hauler can recycle it was important to the council to understand the capabilities of the hauler and what their operations look like. One part of this included the addition of a second portable roll-off recycling container in the community. Council expressed the importance of adding different locations for the portable recycling container and the possibility of adding another container in the community. Curb side collections of recyclables will be picked up the same day as solid waste pick-up for residential convenience.

This proposal will also include the Removal of Solid Waste from eleven City Facilities via a 2 cubic yard dumpster. Dumpsters shall be owned, maintained, and cleaned by the collector. These dumpsters are to be emptied once per week. These locations include:

- City Hall, 400 Second Street, in the south alley, 1 - 2-yard dumpster, emptied weekly
- Fuller Hall, 625 Bank Street, in the north alley, 1 - 2-yard dumpster, emptied weekly
- Cemetery, 1000 Ohio Street, at the south end of maintenance building, 1 -2-yard dumpster, emptied weekly
- Street Department, 100 East Ohio Street, at the east side of building three, 1 - 2-yard dumpster, emptied weekly
- Wastewater Plant, 101 East Ohio Street, at the south side of the plant, 1 -2-yard dumpster, emptied weekly
- Water Plant, 502 White Fox Road, at the north side of the plant, 1 -2-yard dumpster, emptied weekly
- Electric Utility Department, 309 Third Street, at the north side of the building, 1 -2-yard dumpster, emptied weekly
- Fire Station, 919 Superior Street, at the north side of west lot, 1 -2-yard dumpster, emptied weekly
- Webster City Congregate Meals, 749 Second Street, 1 -2-yard dumpster, emptied weekly
- Webster City Airport, 1524 240th Street, 1 -2-yard dumpster, emptied weekly
- Outdoor Pool, 1000 Union Street, as directed, 1 -2-yard dumpster, emptied twice weekly, between June 1 and August 31

The RFP also requests that the successful bidder provide containers and manpower for City wide Clean-Up/Drop-Off Event scheduled each year for residents to dispose of any items that cannot be placed in the regular garbage or be recycled.

Staff has taken all information into account while drafting the RFP. Attached to this staff report is the draft Request for Proposal for Council's review and consideration. Staff is seeking authorization to issue a Request for Proposals for City Trash Services. Staff worked with the City Attorney to develop the contract included in the RFP. The City currently has an active contract with the Trash Man and is required to provide a 60-day notice prior to termination. Staff plans to coordinate issuing the notice of termination to minimize a lapse in services. We will bring this item back for Council for their consideration to award the contract to the successful bidder. Bids will be evaluated based on the bidder's ability to meet services requirements and requests noted in the RFP, their proposed bid, and past references.

Staff is proposing the following schedule:

- | | |
|-------------------------------|----------------------------|
| • Issue Request for Proposals | June 20, 2023 |
| • Proposal Due Date | July 27, 2023 at 2:00 p.m. |
| • Open Proposals | July 27, 2023 at 2:05 p.m. |
| • Review Proposals | July 28-August 4, 2023 |
| • Award the Contract | August 21, 2023 |

FINANCIAL IMPLICATIONS: The financial implications are unknown and would depend on the proposals received.

RECOMMENDATION: Staff recommends the City Council adopt the resolution.

RESOLUTION NO. 2023 - ____

RESOLUTION AUTHORIZING STAFF TO REQUEST PROPOSALS FOR 2023 CITY TRASH SERVICES FOR CITY FACILITIES AND CITY-WIDE RECYCLABLE COLLECTION SERVICES FOR ALL WEBSTER CITY RESIDENTS

WHEREAS, the City Council entered into an agreement with “The Trash Man” on June 23, 2003 to provide city trash services for city facilities and city-wide recyclable collection services for all Webster City residents; and

WHEREAS, the City Council set a goal to issue a request for proposals for city trash services for city facilities and city-wide recyclable collection services for all Webster City residents as part of their 2022 City Council Goals; and

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

Section 1. Authorizes staff to request proposals for 2023 City Trash Services for City Facilities and City-Wide Recyclable Collection Services for all Webster City residents.

Passed and approved this 19th day of June, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

2023 REQUEST FOR PROPOSAL
COLLECTION OF SOLID WASTE AND RECYCLABLES

SECTION 1:

INSTRUCTIONS TO CONTRACTORS

The City of Webster City is seeking proposals from qualified contractors to provide solid waste services and recyclable collection for City Facilities and City-wide recyclable collection services for all Webster City residences including community drop off recycling locations. In soliciting bids, the City seeks bids from waste haulers that can offer the following services:

- Provide 2 cubic yard front end loader metal industrial standard solid waste dumpster with attached lid for 11 City facilities
- Provide plastic recycling bins that have an attached lid and the ability to roll
- Provide replacements for damaged or stolen bins
- Provide weekly or biweekly services for recycling services
- Provide 1-2 remote community recycling containers to be located within the City limits
- Provide public outreach and education for the public so citizens are better informed of what they can recycle
- Provide advertising of recycling benefits and recyclable materials

SECTION 2:

SCOPE OF WORK

Solid Waste Removal Services for City Facilities

The collector is to provide one (1) two (2) cubic yard metal industrial standard dumpster with attached lids. Containers shall be owned, maintained, and cleaned by the Collector. Containers are to be emptied at the frequency of not less than once per week, unless otherwise noted. Collector shall remove and properly dispose of container waste. The bid proposal should include a price to have a container at all site locations with pick up frequencies noted below:

- City Hall, 400 Second Street, in the south alley, one 2 cubic yard dumpster, emptied weekly
- Fuller Hall, 625 Bank Street, in the north alley, one 2 cubic yard dumpster, emptied weekly
- Cemetery, 1000 Ohio Street, at the south end of maintenance building, one 2 cubic yard dumpster, emptied weekly
- Street Department, 100 East Ohio Street, at the east side of building three, one 2 cubic yard dumpster, emptied weekly
- Wastewater Plant, 101 East Ohio Street, at the south side of the plant, one 2 cubic yard dumpster, emptied weekly
- Water Plant, 502 White Fox Road, at the north side of the plant, one 2 cubic yard dumpster, emptied weekly

- Electric Utility Department, 309 Third Street, at the north side of the building, one 2 cubic yard dumpster, emptied weekly
 - Fire Station, 919 Superior Street, at the north side of west lot, one 2 cubic yard dumpster, emptied weekly
 - Webster City Congregate Meals, 749 Second Street, one 2 cubic yard dumpster, emptied weekly
 - Webster City Airport, 1524 240th Street, one 2 cubic yard dumpster, emptied weekly
 - Outdoor Pool, 1000 Union Street, as directed, one 2 cubic yard dumpster, emptied twice weekly, between June 1 and August 31
- A. It is the prospective bidder's responsibility to arrange a site visit of the container locations with Derrick Drube, ROW Inspector at 515-832-9151. Prospective bidders must provide a 24-hour notice prior to scheduling a time to visit container locations.
 - B. The successful bidder shall provide the Solid Waste Removal Service between the hours of 6:00 A.M. and 4:00 P.M. on Monday, Tuesday, Wednesday, Thursday, or Friday of each week. The successful bidder may not change the collection day, except when there is a legal holiday, without the approval of the City. If the City approves a change in the collection day, the successful bidder must provide notice of the change to the City Clerk.
 - C. The successful bidder shall provide and distribute a document to each City facility describing what is accepted by the waste hauler. Whenever there is a change in services, an updated document must be sent to the City Clerk.
 - D. The successful bidder shall comply with all rules and regulations established by local, state, and federal laws. Bidder is responsible for obtaining permits, licenses, and insurance to provide the services.
 - E. Provide all services in an orderly, efficient manner, with a workforce adequate to accomplish the same on a regular basis, despite adverse conditions, equipment breakdowns or similar hindrances.
 - F. The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area business or operations of the City departments.
 - G. The successful bidder will be paid after the second council meeting of the month following services provided.
 - H. The successful bidder will be required to follow all regulations outlined in Webster City's Municipal Code Chapter 40 Section 10-8 Toxic and Hazardous Waste, Section 10-9 Solid Waste Storage Containers, Section 40-41 Collection Service, Section 40-42 Collector's License, Section 40-43 Collection Fees, Section 40-44 Collection Vehicles, Section 40-45 Loading, Section 40-46 Frequency of Collection and all applicable State Codes.
 - I. The City is EXEMPT from all state and local sales tax. A sales tax-exempt form for services will be provided to the successful Collector.
 - J. The successful bidder shall provide a description of additional charges including:
 - A. Dumpster emptied more than once a week
 - B. Additional material/waste stacked on top of the dumpster or piled on the side

Recycling Services

Bidders must provide cost options for 32-gallon, 64-gallon, and 96-gallon recycling bins with attached lids, and two portable recycling drop off containers located within the City of Webster City for the City to consider. The City Council will review the proposal and make a selection on the size of recycling bin they would like to proceed with under contract at the time of award. Recycling material accepted by the successful bidder must include:

- #1, #2, #3, #4, #5, and #7 plastic containers
 - Newspapers and junk mail
 - Paper board (cereal boxes, pop boxes, etc.)
 - Tin and aluminum cans
 - Clear glass
 - Magazines
 - Corrugated cardboard
 - Successful bidder must provide any additional items that may be recycled
- A. Bid proposals must provide pricing for 32-gallon, 64-gallon, and 96-gallon recycling bin with attached lid for both a weekly pickup option and a biweekly pickup option.
- B. Bid proposals must provide pricing associated with 64-gallon recycle bins with attached lids for weekly pickup at City Facilities including;
- City Hall, 400 Second Street
 - Fuller Hall, 625 Bank Street
 - Cemetery, 1000 Ohio Street
 - Street Department, 100 East Ohio Street
 - Wastewater Plant, 101 East Ohio Street
 - Water Plant, 502 White Fox Road
 - Electric Utility Department, 309 Third Street
 - Fire Station, 919 Superior Street
 - Webster City Congregate Meals, 749 Second Street
 - Webster City Airport, 1524 240th Street
 - Outdoor Pool, 1000 Union Street
- C. Recycle bin must be made of a robust plastic capable of withstanding fungi and bacteria, harsh elements, cold and freezing weather conditions, and resisting cracks, dents, or bending.
- D. The successful bidder shall be required to provide labor and equipment needed to collect recyclable materials from the curbside on weekdays between the hours of 6:00 A.M. and 4:00 P.M. with the exception of holidays. Pickups scheduled for holidays will be picked up the next day.
- E. All contractor personnel are to act in a courteous manner, responsive to residents' questions, and respectful to residents recycle bins.
- F. The contractor is responsible for all recyclable material during the collection and delivery to the landfill.
- G. The contractor will be required to pick up any missed recyclable material the same day they were missed.

- H. Curb side collections of recyclables will be picked up the same day as solid waste pick-up for residential convenience.
- I. The successful bidder is responsible for sorting the recyclable material and the deposit thereof may be established by rules or regulations established by mutual agreement of contractor and City.
- J. The successful bidder shall provide and distribute information describing what is accepted by the contractor for recycling. Whenever there is a change in services, an updated flyer, or doorhanger must be distributed to reach all residences. Contractor is required to advertise quarterly to assist with public relations and public awareness.
- K. Bidders must include in their proposal a replacement program for recycling containers that are destroyed, damaged, or lost.
- L. The City is requesting bids for a 5 and 10-year contract.
- M. The City will bill residents for services rendered by the hauler.
- N. The City will not accept a fuel surcharge by the bidder before or during the contract.

WEBSTER CITY CLEAN-UP / DROP-OFF EVENT

- A. The successful bidder will provide 3-4 (40 yard) large industrial size roll off dumpsters for residents to dispose of items that cannot be placed in the regular garbage. This event is a two-day event that requires the contractor to be on site and haul away containers as soon as they are full. 12 p.m. – 4 p.m. on Friday and 8 a.m. to 12 p.m. on Saturday are the required times the contractor must be available.
- B. The successful bidder is responsible for hauling away the material as soon as the container is full and replacing it as soon as possible to allow residents to unload their vehicles.

DROP OFF SITE

- A. In addition to curb side recycling collections, the successful bidder will establish 1-2 drop off collection sites at a location within the City limits to be approved by the City. The contractor will be responsible for supplying a roll off recyclable container designed and constructed specifically for drop off recyclable materials. These containers must be maintained in good condition and in such a manner to project a desirable and attractive image and be serviced (emptied or replaced) at such intervals as may be required to prevent overflow contents. The contractor is responsible for providing adequate signs necessary to inform the public of the use and purpose of the containers.
- B. Contractor shall label the community recycling container with name, emergency contact number, and items accepted on the portable drop off recycle container.

Section 3:

PROPOSAL REQUIREMENTS

Responses to this Request for Proposals must be received by 2:00 P.M. Thursday, July 27, 2023, in the City Hall Council Chambers, City of Webster City, 400 2nd Street Webster City IA 50595. The Proposals will be opened the afternoon of July 27, 2023 at 2:05 P.M. in the Council Chamber.

SCHEDULE

- | | |
|-------------------------------|---------------------------------------|
| • Issue Request for Proposals | June 20, 2023 |
| • Proposal Due Date | July 27, 2023 2:00 p.m. |
| • Open Proposals | July 27, 2023 2:05 p.m. |
| • Review Proposals | July 28-August 4, 2023 |
| • Possible Interviews | Week of August 7 th , 2023 |
| • Award the Contract | August 21, 2023 |

The City may cancel this RFP in whole or in part or may reject all Proposals submitted. The City reserves the right to procure only some services outlined in this RFP. The City reserves the right to negotiate modifications of Proposals submitted, to accept part or all of the Proposals on the basis of considerations(s) other than proposed price, and to negotiate specific work elements with a Proposer into a scope of work of lesser or greater cost than described in this RFP or in the Proposers Proposal.

Proposals which are incomplete, conditional or obscure shall be rejected. No award shall be made to those bidders who cannot satisfy the City that the bidder has sufficient ability and sufficient capital to enable the bidder to meet the requirements of this RFP. The City's decision or judgement on these matters shall be final, conclusive, and binding.

Prospective Bidders must include the following items in the bid proposal in a SEALED envelope clearly marked "WEBSTER CITY REQUEST FOR PROPOSAL COLLECTION OF SOLID WASTE AND RECYCLABLES"

- A. Proposals shall indicate in their submittal that any pricing shall be valid for a period of 160 days after submittal.
- B. Owner or authorized representative information.
- C. Names and Contact information for three references from communities utilizing services.
- D. Proposed Cost for 32-gallon, 64-gallon, and 96-gallon recycle bin with attached lid on Proposal Form.
- E. Proposed Cost for weekly and biweekly recycle bin pick-ups on the Proposal Form.
- F. Proposed Cost of Weekly trash pick-up service for 11 City Facilities; provide 2-cubic yard dumpster per location on the Proposal Form.
- G. A written description of how the service will be provided:
 - Schedule for Solid Waste Pick-up at 11 City Facilities
 - An agreement to pick up recyclables the same day as solid waste services
 - A list of equipment used for solid waste collection and Recyclable Materials
 - A Description of how equipment and labor will be utilized on a typical day to accomplish solid waste and recyclable material
 - Description and image of roll off recyclable container designed and constructed specifically for drop off recycling operations

- H. A Detailed list of recyclable material that will be accepted by the contractor.
- I. A process for missed recyclable pick-ups.
- J. Provide roll-offs for City wide Clean-up / Drop-Off Event and empty during scheduled times.
- K. Descriptive plan on how the contractor will educate and inform the public on recycling.
- L. Bin replacement Plan for lost, stolen, damaged, or broken bins. This should include a process for move outs and move ins.
- M. Provide a price for 5- and 10-year contract on the Proposal Form.
- N. Provide information on how solid waste is disposed of and name of facility the solid waste is taken to.
- O. Proof of ability to post a performance bond or letter of credit in the amount of \$50,000. Posting of this performance bond will be required at the time of contract execution.
- P. Description of any innovative equipment or procedures.
- Q. Insurance Requirements
 - A. Proof of insurance must be provided prior to the contract being approved.
 - B. Maintain and carry adequate policies of insurance to cover all liabilities and contingencies which may arise out of, and in pursuit of this contract and to indemnify and hold the City harmless from any such liabilities and contingencies.
 - o Commercial Auto Coverage Insurance
 - o Commercial General Liability Insurance
 - C. The Contractor shall carry Commercial General Liability Insurance protecting it from claims for damages for bodily injury and property damage which may arise from operations under the Contract:
 - o \$1,000,000 per occurrence
 - o \$1,000,000 per aggregate
 - o \$3,000,000 annual aggregate
 - D. The following coverages shall be included:
 - o Premises and Operations Bodily Injury and Property Damage
 - o Personal and Advertising Injury
 - o Blanket and Completed Liability
 - o Products and Completed Operations Liability
 - E. Business Automobile Liability Insurance
 - o The contractor shall maintain insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all vehicles which may arise from operations under this Contract
 - o \$1,000,000 per occurrence combined single limit for bodily injury
 - o \$500,000 per person for bodily injury
 - o In addition, the following coverages shall be included:
 - o Owned, hired, and non-owned vehicles
 - F. Pollution Liability Insurance - \$1,000,000
 - G. City is also listed as an additional insured
 - H. Property Damage Insurance
 - o The Contractor shall maintain insurance protecting it from claims for property damages. The minimum limit shall be \$500,000 each occurrence

- I. Excess Umbrella Coverage
 - The Contractor shall maintain Umbrella Coverage Insurance. The minimum limit shall be \$3,000,000
- J. Insurance certificates shall be issued by an insurance company authorized to write such insurance in the state of Iowa and shall be reasonably acceptable to the City. Insurance policies shall not be cancelled without at least 30 days prior to written notice to the City.
- K. A Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to commencement of this contract.
- L. Deadline for questions regarding the proposal is July 13, 2023 at 5:00 p.m. Questions must be submitted in writing to Brandon Bahrenfuss at bbahrenfuss@webstercity.com.
- M. All Bids must be sealed

SECTION 4:

SELECTION PROCESS

Selection of the Successful Bidder will be based upon:

- A. Ability to meet service requirements attached
- B. Equipment and Personnel to meet the collection needs
- C. The bid proposed
- D. Outreach and education for public awareness
- E. Facility capabilities
- F. Past References

SECTION 5:
PROPOSAL FORM

Company Name: _____

Address: _____

Phone Number: _____

Business Representative: _____

Title: _____

Please provide any references to whom the City of Webster City may contact to get information on previous performance. Provide appropriate documentation indicating the ability to obtain a performance bond meeting the evaluation criteria.

Authorized Signature: _____

Date: _____

SERVICE:

Cost to provide and dump eleven, two-yard dumpsters form City facility's weekly.

- A. City Hall, 400 Second St
- B. Fuller Hall, 625 Bank St
- C. Cemetery, 1000 Ohio ST
- D. Street Department, 100 East Ohio St
- E. Wastewater Plant, 101 East Ohio St
- F. Water Plant, 502 White Fox Rd
- G. Electric Utility Department, 309 Third St
- H. Fire Station, 919 Superior St
- I. Webster City Congregate Meals, 749 Second St
- J. Webster Ctiy Airport, 1524 240th St
- K. Outdoor Pool, 10000 Union St
 - As directed, emptied twice weekly, between June 1 and August 31

5 Year Contract PRICE \$ _____

10 YEAR CONTRACT PRICE \$ _____

Cost per household, per month, per bin for biweekly and weekly collection of Solid Waste Recycling Service and City facilities.

Anticipated Contract Start Date: _____

5 YEAR CONTRACT

	BIWEEKLY	WEEKLY
32 GALLON BIN		
64 GALLON BIN		
96 GALLON BIN		

10 YEAR CONTRACT

	BIWEEKLY	WEEKLY
32 GALLON BIN		
64 GALLON BIN		
96 GALLON BIN		

EQUIPMENT USED FOR SOLID WASTE PICK UP AND WASTE RECYCLING PICK UP

Vehicle type(s) include:

Make: _____

Model: _____

Year: _____

Overall Capacity of each Vehicle: _____

Number of vehicles to be used: _____

Any additional equipment used in the removal of Solid Waste (2-yard dumpsters) and weekly collection of Solid Waste Recycling Service (bins).

Labor:

Total number of employees on staff: _____

Number of personal operating each piece of equipment: _____

Personnel available for handling calls and missed pick-ups:

How will missed pick-ups and complaints be handled:

Additional information requested in Section 3 of the RFP should be included on separate sheets and attached to the proposal form.

SECTION 6:

CONTRACT

Selected proposer will need to execute the attached contract as part of the award. By submitting a proposal, bidder is acknowledging concurrence with contract terms and clauses.

DRAFT

SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2023, 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 2nd Street, Webster City, Iowa, 50595, and _____ (“Contractor”) whose principal place of business, for the purpose of this Agreement, is _____.

WHEREAS, pursuant to Webster City Code of Ordinances Section 40-39, the City may enter into a contract or issue a permit to operate at any time with any license holder or others, for the collection and disposal of garbage and refuse within the city; and,

WHEREAS, Contractor engages in the business of collecting, transporting, processing, or disposing of solid waste from governmental premises and recyclables from residential and governmental premises; and,

WHEREAS, the parties have reached an agreement to allow Contractor to be the exclusive private hauler to collect, transport, process, or dispose of solid waste from governmental premises and to be exclusive private hauler to collect, transport, process, or dispose of recyclables from residential and governmental premises within the City; and

WHEREAS, this Agreement has no effect on any other agreements entered into between City and Contractor, 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. **Term of Contract.** This Agreement shall commence on the 1st day of _____, 2023, and shall continue for a period of _____ () years from that date until _____th day of _____, 20____. This contract may be renewed for an additional five (5) year term by execution of said renewal by both parties hereto.

2. **Services to be Provided.**

a. **Governmental Premises Collection of Solid Waste.** During the term of this Agreement, Contractor shall provide the following governmental premises with a ____ yard metal industrial standard dumpster with operable lid:

- 1) City Hall, 400 Second Street, in the south alley
- 2) Fuller Hall, 625 Bank Street, in the north alley
- 3) Cemetery, 1000 Ohio Street, at the south end of maintenance building
- 4) Street Department, 100 East Ohio Street, at the east side of building three
- 5) Wastewater Plant, 101 East Ohio Street, at the south side of the plant
- 6) Water Plant, 502 White Fox Road, at the north side of the plant

- 7) Electric Utility Department, 309 Third Street, at the north side of the building
- 8) Fire Station, 919 Superior Street, at the north side of west lot
- 9) Webster City Congregate Meals, 749 Second Street
- 10) Webster City Airport, 1524 240th Street
- 11) Outdoor Pool, 1000 Union Street

Contractor shall collect said solid waste from said sites weekly, except the Outdoor Pool location, which shall be collected twice weekly between June 1 and August 31 of each year. In addition, Contractor shall clean said dumpsters on a regular basis.

All solid waste collection shall be completed in accordance with Chapter 40 of the Code of Ordinances for the City of Webster City.

c. **Collection of Recyclables, both Governmental and Residential.** During the term of this Agreement, Contractor shall provide residents with a _____-gallon EZ Cart, with attached lid, and collect recyclables, which shall include, but not be limited to, #1, #2, #3, #4, #5, and #7 plastic containers, newspapers and junk mail, paper board (cereal boxes, pop boxes, etc.), tin and aluminum cans, clear glass, magazines, and corrugated cardboard.

In addition, Contractor shall provide the following listed governmental premises with a _____-gallon EZ Cart, with attached lid, and collect the above-noted recyclables:

- 1) City Hall, 400 Second Street
- 2) Fuller Hall, 625 Bank Street
- 3) Cemetery, 1000 Ohio Street
- 4) Street Department, 100 East Ohio Street
- 5) Wastewater Plant, 101 East Ohio Street
- 6) Water Plant, 502 White Fox Road
- 7) Electric Utility Department, 309 Third Street
- 8) Fire Station, 919 Superior Street
- 9) Webster City Congregate Meals, 749 Second Street
- 10) Webster City Airport, 1524 240th Street
- 11) Outdoor Pool, 1000 Union Street

In addition, Contractor shall provide two (2) drop off collection sites within the City, with said sites being approved by the City. Said collection containers shall be designed and constructed specifically for drop off recycling operations. Said collection containers shall be maintained in a clean condition in good repair. Contractor shall also provide adequate signage informing the public of the use and purpose of said drop off collection containers, which shall include, but not be limited to, the name of the Contractor, emergency contact information, and recyclable items accepted, which shall include, but not be limited to the above-noted recyclables.

Contractor shall collect said recyclables from said residences, governmental premises and drop off sites weekly, in accordance with Chapter 40 of the Code of Ordinances for the City of Webster City.

Contractor shall provide the City with recyclable collection data, including but not limited to, the number of recycle bins emptied each week, the weight of recyclable material collected each month, and the number of recycle bins replaced per month. This data shall be provided from Contractor to the City on a quarterly basis.

Contractor shall provide and distribute to each residence, at least once per year, information and photographs of items listed above that can be recycled. In addition, Contractor shall advertise monthly, either by mail, local newspaper or local radio, providing information on the importance on recycling, along with other relevant recycling information.

d. **Disposal Location.** Contractor herein agrees that all solid waste shall be disposed of within the State of Iowa covered under this Agreement shall be transported to the Sanitary Landfill Facility designated by the Hamilton County Solid Waste Commission or another licensed recycling location.

3. **Rates for Service.** Contractor herein agrees to bill the City and the City herein agrees to pay Contractor \$ _____ per month for providing the solid waste collection services noted in Paragraph 2(a) above and the recycling services for the governmental premises noted in Paragraph 2(b) above. In addition, Contractor herein agrees to bill the City and the City herein agrees to pay Contractor \$ _____ per residential premises per month for providing the residential curbside recycling services noted in Paragraph 2(b) above. Contractor shall provide City with a monthly invoice outlining the number of residential properties serviced that month, along with the total amount owed by the City. The City then agrees to pay said invoice(s) within sixty (60) days of receipt.

4. **Collection Dates and Times.** Contractor shall only collect solid wastes and recyclables, as provided for in this Agreement, on weekdays between the hours of 6:00 a.m. and 4:00 p.m.

5. **Contractor Expenses.** Contractor 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 Contractor.

6. **Contractor Vehicle and Equipment.** Contractor shall furnish all vehicles, equipment, tools, containers, dumpsters, including replacement containers and dumpsters, and materials they may need to provide the services required by this Agreement. Any charge from Contractor for replacement of any recyclable container, shall be billed directly to said residence, and Contractor shall not charge more than their costs in obtaining said replacement.

7. **Independent Contractor Status.** Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, City's employees, now or into the future.

8. **Licenses.** Contractor and any of Contractor's 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. Contractor shall obtain Solid Waste Collector's License required by the City of Webster City referenced in Chapter 40, Section 40-42 of the Code of Ordinance of the City of Webster City, Iowa, 2019.

9. **State and Federal Taxes.** Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment taxes.

10. **Fringe Benefits.** Neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefits provided by City.

11. **Unemployment and/or Workers' Compensation.** As a result of Contractor being an independent contractor, Contractor 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 Contractor or Contractor's employees.

12. **Insurance.** City shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall be responsible for obtaining and maintaining all necessary insurance coverage during the entire term of this Agreement, which shall include at a minimum, keeping in force at all times during this Agreement a commercial general liability insurance policy in the amounts of \$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate, in addition to all necessary vehicle insurance requirements. Contractor shall furnish the City with proof of insurance if requested.

13. **Liability for Damage.** Contractor shall be liable for all personal or property damage caused by Contractor (or their agents, employees, etc) while performing the services under this Agreement.

14. **Indemnification.** Contractor 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 this Agreement. Additionally, this shall include any actions brought against City as a result of the failure of Contractor to carry out their contracted duties under this Agreement.

15. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into any contracts on City's behalf.

16. **Assignment and Delegation.** Contractor shall not assign any rights or delegate any duties under this Agreement to any third party without City's prior written approval.

17. **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.

18. **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.

19. **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.

20. **Governing Law.** This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.

21. **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.

22. **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.

23. **Notices.** Any notice required or authorized to be given hereunder shall be in writing and shall be delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses or any new address of which notice is properly given. Notice shall be deemed to be delivered as of the date shown on the return receipt, whether or not delivery was accepted.

If to City:

City of Webster City, Iowa
Attn: City Clerk
400 2nd Street,
Webster City, Iowa, 50595

If to Contractor:

_____(Print Name and Title)

24. **Force Majeure.** Neither Contractor nor the City shall be liable for the failure to perform their duties as provided herein if such failure is caused by a catastrophe, governmental order or regulation, strike, fire, accident, act of God or other similar matter beyond the reasonable control of Contractor or the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

CITY OF WEBSTER CITY, IOWA

By: _____
John Hawkins, Mayor

ATTEST: _____
Karyl Bonjour, City Clerk

Date: _____

CONTRACTOR

By: _____
_____(Printed Name)
_____(Title)

Date: _____

Copy!

**CITY OF WEBSTER CITY
SOLID WASTE REMOVAL SERVICES AGREEMENT**

This Agreement, made and entered into this 23rd day of June, 2003, by and between the City of Webster City, Iowa, and The Trash Man, 1812 Second Street, P.O. Box 573, Webster City, Iowa 50595, the parties hereto do mutually agree as follows:

The City hereby employs The Trash Man to perform the services according to the terms of this agreement and the Proposal for Services submitted by The Trash Man on May 22, 2003, for the providing the containers and solid waste removal and disposal.

1. **Term of Agreement:** This Agreement shall take effect on the 1st day of July, 2003 and remain in full force and effect for three (3) contract periods from effective date, plus an additional two (2) contract periods unless terminated in writing by either party with a sixty (60) day cancellation notice in writing. The contract period term may be extended only by written agreement between the parties prior to the expiration date of this agreement.
2. **Agreement Price:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City of Webster City, The Trash Man agrees with the City of Webster City to perform and complete in a workmanlike manner, all services required under and as stated in the request for proposal that was sent to The Trash Man as well as the Proposal for Services submitted by The Trash Man dated May 22, 2003 for the cost of Seven hundred five dollars and no cents (\$705.00) per month for July, August, May and June. Six hundred twenty five dollars and no cents (\$625.00) per month for September. Five hundred eighty eight dollars and eighty seven cents (\$588.87) per month for October, and April. Four hundred sixty five dollars and no cents (\$465.00) per month for November, December, January, February, and March. All unscheduled extra service of containers are at twenty dollars and no cents (\$20.00) per occurrence. Written notification to the Collector by an authorized agent of the City of Webster City is required when service discontinued or added
3. **Services Provided by Collector:** A copy of said Request For Proposal and Proposal For Services by Collector is attached hereto and made a part of this agreement. In addition to the items contained in the proposal of Collector, both parties hereby agree to the following items:
 - 1) Collector shall furnish a copy of the collector's License pursuant Municipal Code Chapter 106 Section 106.09 and shall guarantee the faithful performance of the services outlined in The Trash Man proposal dated May 22, 2003, and the terms and conditions therein contained.
 - 2) Collector agrees to remove and properly dispose of applicable rubble, debris, and wastes from each container and at the frequency listed.
 - 3) The City of Webster City will provide access to the container loading sites.
 - 4) Collector shall be responsible for cleanup of any and all spills occurring at the container site.

- 5) Collector shall perform the work in a professional manner, consistent with industry standards and as per specifications.
4. **Indemnification to City of Webster City:** In consideration thereof the Collector assumes the risk of all damages, loss, costs and expenses and agrees to indemnify and hold the City of Webster City, its board, officers, agents and employees harmless from and against any and all liability, damage, loss, cost and expense which may accrue or result from the performance of this agreement by the Collector.
5. **Force Majeure:** Neither the Collector nor the City shall be liable for the failure to perform their duties as provided herein if such failure is caused by catastrophe, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Collector or the City.
6. **Assignment of Agreement:** The Collector may not assign this Agreement, in whole or in part, without the prior written permission of the City.
7. **Amendment:** This Agreement may be amended only by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, each of which when executed by the City of Webster City and the Collector shall constitute and be an original as of the date first written above.

The Trash Man

By: Christopher S. Kehoe

Title: Manager of Operations

CITY OF WEBSTER CITY, IOWA

By: Ken Webster

Title: Utility Assn. Director

**Request for Proposal
City of Webster City Solid Waste Removal Services
Webster City, Iowa**

1. **Service:** The City of Webster City, Webster City, Iowa is proposing to contract with a qualified Collector for container use and solid waste removal at City owned locations as herein noted. The proposal should be for providing a container, emptying the container and proper disposal of the solid waste therein.
2. **Proposals Due:** Thursday, May 22, 2003, 4:00 PM
3. **Submit To:**
City of Webster City
RFP: Solid Waste Removal Services
PO Box 217
Webster City, Iowa 50595
4. **Contact:**
Ken Wetzler-Utility Operations Director (515-832-9159)
5. **Site Inspection:**
All Collectors are encouraged to arrange for a site visit of the existing container locations prior to submitting a proposal. For location direction assistance please contact us.
6. **Service Description (Scope):** The Collector is to provide one (1) two (2) yard metal industry standard container with operable lids. Containers shall be owned, maintenance, and cleaned by the Collector. Except for the Fire Dept. which owns 3- 55 gallon barrels. Containers are to be emptied at the frequency of not less than once per week, unless otherwise noted. Collector shall remove and properly dispose of container waste. Container sites are as follows, all site locations shall meet with the City's approval:
 - 1) City Hall, 400 Second Street, in the south alley, 1 -2 yard container, empty weekly
 - 2) Fuller Hall, 625 Bank, in the north alley, 1-2 yard container, empty weekly
 - 3) Cemetery, 1000 Ohio Street, at the south end of maintenance building, 1- 2 yard container, empty weekly
 - 4) Street Dept., 100 East Ohio, at the south side of the east building, 1-2 yard container, empty weekly
 - 5) Wastewater Plant, 101 East Ohio, at the south side of the plant, 1-2yard container, empty weekly
 - 6) Water Plant, 502 White Fox, at the north side of the plant, 1-2 yard container, empty weekly
 - 7) Electric Maintenance Bldg., 309 Third Street, north side of building, 1-2 yard container, empty weekly
 - 8) Fire Station, 919 Superior, 3 - 55gal barrels are at the N.W. corner of Bldg., empty weekly
 - 9) W.C. Congregate Meals, 749 Second Street, 1-2 yard container, empty weekly
 - 10) Airport, 1524 240th Street, 1-2yard container, empty weekly
 - 11) Grass & Leaf Compost Site, 100 East Ohio Street, 1-2 yard container, empty weekly, between April 1 & November 1
 - 12) Outdoor Pool, 1000 Union, as directed, 1-2 yard container, empty twice weekly, between June 1 & August 31
 - 13) City Camp Grounds, 130 First Street, 1-2 yard container, empty twice weekly, between April 15 & October 15

All activities shall be conducted in a manner which meets all existing regulations and requirements. The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area business or the operation of the City Departments. The selected Collector will be required to supply all labor, equipment, and materials necessary to perform the services, coordinating, loading, transporting and proper disposal of container waste.

Upon approval from the City and given a Letter of Award, the Contract Period is July 1, 2003 through June 30, 2004.

**Request for Proposal
City of Webster City Solid Waste Removal Services
Webster City, Iowa**

The Collector awarded the contract will be paid the Tuesday after the first Council meeting of the month following services provided.

7. **Service Requirements:** The collector must meet all specifications and utilize methods as outlined in all attachments. The Collector shall also meet the requirements and specifications in the following paragraphs.
8. **Proposal Description:** The proposal shall include (but not be limited to) the following information:
 - A list of those individuals and phone numbers in charge of the services or holding positions of responsibility.
 - A fee the Collector will charge to perform all services and all materials required to complete the services. Fees shall be listed as a price per container for the contract period, in addition to a price per container for the 2 contract periods and 3 contract periods.
 - Highlight reasoning for deviations from the services as outlined in this RFP and the attached documents.
9. **Proposal Requirements:** The Collector shall submit 2 copies of a written proposal. The City of Webster City reserves the right to reject any proposal not complying with the requirements outlined in this Request for Proposals, or may opt not to do the services at all.
10. **Contract Requirements:** The successful Collector will be required to provide and maintain a Collector's License pursuant Webster City Municipal Code Chapter 106 Section 106.09, and enter into a contractual agreement with the City of Webster City, once the Request for Proposals have been reviewed and accepted by the City.
11. **Additional Requirements:** The City is EXEMPT from state and local sales tax. A sales tax exempt form for services will be provided to the successful Collector.

Add to next
proposal (?)

* must obtain garbage hauler license & provide insurance as noted on license application

The Trash Man
Solid Waste Collection Proposal
City of Webster City



THE TRASH MAN

1812 W Second
P.O. Box 573
Webster City, Iowa 50595-0573

(515) 832-5516
(800) 944-1118
FAX (515) 832-5527

May 22, 2003

City of Webster City
PO Box 217
Webster City, Iowa 50595

Re: Request For Purchase: Solid Waste Removal Services For City of Webster City

Dear Mr. Wetzler:

Thank you for inviting us to submit this proposal. The purpose of this cover letter is to describe our qualifications to provide commercial collection of solid waste and recyclables for the City of Webster City Facilities.

The Trash Man is a locally owned full service waste management company with the knowledge and experience to partner with the City to offer an array of solid waste services to the City. We will utilize our experience to offer the City of Webster City several opportunities to control their waste stream throughout all their facilities. We provide professional and friendly service along with a fully trained staff to assist the City with any questions or concerns your city staff might have.

We believe in finding solutions and overcoming challenges, not being a part of the problem or a barrier to resolution. We believe that our management and personnel are some of the best in the industry. We want to be your waste service provider.

We sincerely appreciate the opportunity to propose on this RFP and trust that our proposal is responsive to your requirements. Should you need additional information, please contact me at 832-5516.

Respectfully submitted:

The Trash Man
Christopher S. Kehoe, Manager of Operations

LOCATION AND RATE SCHEDULE FOR CONTRACT YEARS 1,2, AND 3:

• 1. City Hall (1) 1.5 cu yard rearload container, serviced 2X Week	\$70.00/month
• 2. Fuller Hall (1) 1.5 cu yard rearload container, serviced <u>2X Week</u>	\$70.00/month
• 3. Cemetery (1) 1.5 cu yard rearload container, serviced <u>1X Week</u>	\$40.00/month
• 4. Street Dept. (1) 1.5 cu yard rearload container serviced 1X Week	\$40.00/month
• 5. Waste Water (1) 1.5 cu yard rearload container serviced 1X Week	\$40.00/month
• 6. Water Plant (1) 1.5 cu yard rearload container serviced 1X Week	\$40.00/month
✓ 7. Electric Plant (1) 1.5 cu yard rearload container serviced 1X Week	\$40.00/month
• 8. Fire Station (3) barrels serviced 1X Week	\$15.00/month
• 9. Senior Citizen: (1) 1.5 cu yard rearload container serviced <u>2X Week</u>	\$70.00/month
• 10. Airport: (1) 1.5 cu yard rearload container serviced 1X Week	\$40.00/month
11. Grass Site: (1) 1.5 cu yard rearload container serviced <u>3X Week</u>	\$90.00/month (45)
12. Outdoor Pool: (1) 2 cu yard rearload container serviced 2X Week	\$80.00/month
13. Campground: (1) <u>1.5 cu yard rearload container serviced 2X Week</u>	\$70.00/month

*** All underlined and highlighted areas are deviations from the requested proposal. These are the current services and sizes of containers being used. It was our understanding the City of Webster City wanted services to stay the same

***All unscheduled extra dumps of containers will be done at \$20.00 per dump

***All facilities are now being serviced twice each week on recycling (cardboard, white paper, green bar computer paper, etc.) This does provide facilities less solid waste to be landfilled, thus a cost savings to each location

TRAINED PERSONNEL:

- 1. Chris Kehoe, Manager of Operations, 1812 West Second St., Webster City, Iowa 50595, 8 years solid waste experience, 832-5516**
- 2. Pat Walling, Dispatcher, 1812 West Second St., Webster City, Iowa 50595, 6 years solid waste experience, 832-5516**
- 3. Neil Wright, CEO, 1812 West Second St., Webster City, Iowa 50595, 18 years solid waste experience, 832-5516**
- 4. Kayleen Kehoe, Accounting Dept., 1812 West Second St., Webster City, Iowa 50595, 5 years solid waste experience, 832-5516**
- 5. 17 Route drivers and assistants that operate machinery on a daily basis, 35 years combined experience**

PRODUCER

Town & Country Insurance
323 South Commercial
Eagle Grove IA 50533
Phone: 515-448-5177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Allied Mutual Insurance

00035

INSURER B: Travelers Insurance

INSURER C:

INSURER D:

INSURER E:

Eagle Sanitation LLC
c/o The Trash Man
PO Box 573
Webster City IA 50595

COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ACP GLO 7111069989	04/01/03	04/01/04	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	ACP BA 7111069989	04/01/03	04/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	ACP CAA 7111069989	04/01/03	04/01/04	EACH OCCURRENCE	\$ 1000000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	861X9454-4-02	04/11/03	04/11/04	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500000
A		Commercial Applica	ACP 7111069989	04/01/03	04/01/04		
A		Property Section	ACP CPP 7111069989	04/01/03	04/01/04		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

0000000

City of Webster City
400 2nd St.
Webster City IA 50595

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND YOU BY MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Town & Country Insurance

SOLID WASTE RECYCLING CONTRACT

WHEREAS, the City of Webster City, hereinafter referred to as City, desires to establish a comprehensive municipal solid waste recycling program for residential units, and

WHEREAS, The Trash Man, Inc., hereinafter referred to as Trash Man, has submitted a proposal for such program which has been approved by the City subject to the approval and execution of a formal contract,

IT IS HEREBY AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, AS FOLLOWS:

Trash Man agrees to provide the solid waste recycling services described below and the City agrees to compensate Trash Man as provided herein.

1. TERM OF CONTRACT

This Contract shall take effect on the 3rd day of June, 2002, and remain in full force and effect for five (5) years from that date, plus an additional five (5) years unless terminated in writing by either party with a sixty (60) day cancellation notice in writing. The contract term may be extended only by written agreement between the parties prior to the expiration date of this contract.

2. SERVICES PROVIDED BY TRASH MAN

A. CURB SIDE COLLECTION:

1. During the term of this contract, Trash Man will collect newspapers, clear glass bottles and jars, tin and aluminum cans and PET and HDPE plastic containers at curb side on a weekly basis from residential units within the city limits of Webster City at the rate of \$3.06 per month for each single family dwelling in Webster City, Iowa. As far as practicable curb side collection of recyclables will be on the same day normally scheduled for trash pick up for the residential customers. The Trash Man is responsible for sorting the recyclable material deposited at curb side by residents in the recycling containers to be provided by the Trash Man. The condition of the materials deposited and other requirements regarding said materials and the deposit thereof may be established by rules or regulations established by mutual agreement of Trash Man and the City. From time to time additional products may be deemed practical to add to the program. The handling and collection of these products shall be determined by The Trash Man. If any additional charges are requested refer to No. 10 AMENDMENT. The Trash Man is responsible for providing each resident a "green" recycling container. Containers are to stay with the property should the

now - 3.75

tenants change. The Trash Man is responsible to replace the recycling containers that have been damaged due to age/amount of use. Property owners will be required to purchase recycling containers, at cost, should they destroy, damage, lose or need an additional container.

2. The twelve (12) month period of this contract, beginning July 1, 2002 through June 30, 2003, the Trash Man will collect at curbside in addition to those items listed above, slick and shiny magazines at the rate of \$0.25 cents per month and corrugated and uncontaminated cardboard, which are to be bound in 30" x 60" x 6" bundles at the rate of \$0.44 cents per month for each single family dwelling in Webster City, Iowa. Upon the expiration of the twelve (12) month period, the council shall have the option of extending the collection of either or both of these items under the same terms and conditions as set forth herein.

3.06
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B. **DROP OFF SITE:** In addition to curb side collection, Trash Man will establish one drop-off collection site at a location within city limits to be approved by the City. Trash Man will provide containers of a type that are designed and constructed specifically for drop off recycling operations. These containers must be maintained in good condition and in such a manner to project a desirable and attractive image and be serviced (emptied or replaced) at such intervals as may be required to prevent overflow of contents. Trash Man is also responsible for providing adequate signs necessary to inform the public of the use and purpose of the containers.

Drop
Box
Z

C. **PROMOTIONAL PROGRAM:** The City shall be responsible to develop and conduct a promotional public relations or advertising campaign during the term of this contract designed to encourage the participation of Webster City residents in recycling efforts. The Trash Man shall pay the City the sum of \$3,600.00 per year for such promotional efforts. Payment shall be made either directly to the City or from the retention of the reimbursed funds as set forth in paragraph three (3) below.

3. REIMBURSEMENT

A. The Trash Man will be reimbursed for the services provided above at the rates above for each single family dwelling unit in Webster City. The number of these units will be established by residential electrical meters plus residential water meters for those residences where no separate electric meter exists. The number of residences served will be calculated by the City as provided above and provided to the Trash Man on a monthly basis.

B. The Trash Man will be reimbursed for the drop-box site at the rate of \$80.00 per pull. The City of Webster City is responsible for this charge and under separate agreement, receives reimbursement for 1/2 the cost from Hamilton County.

4. INDEMNIFICATION

The Trash Man will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from a willful or negligent act or omission of the Trash Man, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Trash Man shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

5. INSURANCE

Trash Man shall maintain in full force and effect throughout the term of this Contract the following types of insurance in at least the limits specified below:

Workmen's Compensation	-	Statutory
Liability Insurance	-	\$1,500,000.00 combined Single limits for personal And/or property damage.

All insurance will be by insurance companies authorized to do business in the state of Iowa. Prior to the commencement of work, Trash Man shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire or be changed without thirty (30) days advance written notice to the City.

6. REPORTS TO CITY

Trash Man will report to the City on a quarterly basis the performance of the program.

7. DISPOSAL OF RECYCLABLE MATERIALS

Trash Man will be responsible for marketing and/or disposing of the recyclable materials collected pursuant to this agreement.

8. FORCE MAJEURE

Neither Trash Man nor the City shall be liable for the failure to perform their duties as provided herein if such failure is caused by a catastrophe, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Trash Man or the City.

9. ASSIGNMENT OF CONTRACT

Trash Man may not assign this Contract, in whole or in part, without the prior written permission of the City.

10. AMENDMENT

This Contract may be amended only by a written amendment executed by both parties.

Dated this 3rd day of June, 2002.

THE TRASH MAN, INC.

CITY OF WEBSTER CITY, IOWA

By: Christopher A. Kehoe

By: John L. Hostetter
John L. Hostetter, Mayor

By: Patricia S. Nokes
Patricia S. Nokes, City Clerk

Webster City Recycling Contract signed June 3, 2002

First addendum:

The above referenced contract is hereby amended as follows. All other provisions of the original contract remain in full force and effect except as hereby amended.

1. TERM OF CONTRACT

This contract shall take effect on the 3rd day of June, 2002, and remain in full force and effect for five (5) years from that date, plus an additional five (5) years unless terminated in writing by either party with a sixty (60) day cancellation notice in writing at any point during the contract for cause. Prior to notification of intent to nullify the contract for cause, the initiating party must give reasonable notice to the other party to remedy the problem. The contract term may be extended only by written agreement between the parties prior to the expiration date of this contract.

2. SERVICES PROVIDED BY THE TRASHMAN

C. RECYCLED MATERIALS (NEW SECTION)

Beginning on June 3, 2007, the Trashman shall provide the following service at the stated cost to the City:

ITEMS TO BE RECYCLED CURBSIDE ON A WEEKLY BASIS FOR A COST OF \$3.75 PER MONTH:

- A) #1, #2, #3, #4, #5 and #7 plastic containers
- B) Newspapers and junk mail
- C) Paper board (cereal boxes, pop boxes, etc) No toy boxes or similar boxes with plastic fronts
- D) Tin and aluminum cans
- E) Clear glass
- F) Magazines
- G) Corrugated cardboard (30" X 60" X 6" Bundles)

This section may be modified at anytime during the agreement in writing by mutual agreement of both parties.

3. REIMBURSEMENT

C) RECONCILIATION (new section)

Prior to September 1st of each year, the City shall present to the Trashman a reconciliation for the year ending June 30, which enumerates the uncollectible recycling bills for the fiscal year. The Trashman shall have 15 days to review this reconciliation for the purpose of contesting any items listed. The reconciled amount shall be deducted from the Payment to the Trashman the following month. In no case shall the reconciliation

amount that the Trashman is responsible for be more than 100% more than the previous year.

Dated this 20th of June, 2007

THE TRASHMAN, INC

BY: 

CITY OF WEBSTER CITY

BY: 
CITY MANAGER

BY: 
CITY CLERK